

PUBLIC NOTICE
PSEC AGENDA
PROFESSIONAL SERVICES EVALUATION COMMITTEE MEETING
Thursday, July 15, 2021, 10:00 a.m.
Eighth Floor, Conference Room 851
Ed Ball Building, 214 N. Hogan Street
Jacksonville, FL 32202

HYBRID MEETING

Join Zoom Meeting

<https://us02web.zoom.us/j/86268415008?pwd=UHlBakl6KzRuemYrdHRWSGJ3bkdlZz09>

Meeting ID: 862 6841 5008

Passcode: 657328

Committee Members: Gregory Pease, Chairman
Paul Barrett, Treasury
David Migt, OGC

Subcommittee Members	ITEM #	TITLE & ACTION	MOTION	CONTRA EXP	OUTCOME
Marlene Russell Stephanie Burch	SS-9649-21	Contract Amendment No. 1 Community Land Trust Implementation Consulting Services Office of the Mayor	That Contract No. 70732-21/Purchase Order 61579-21, between the City of Jacksonville and the Florida Housing Coalition for the provision of the Community Land Trust Implementation Consulting Services be amended to: Increase the maximum indebtedness by \$36,000.00 to a new total maximum of \$206,000.00; All other terms and conditions shall remain the same except for such changes as the Office of General Counsel may deem appropriate to ensure compliance with the City's ordinance, Procurement policies and procedures and applicable federal and state laws.	09/30/22	
Diane Moser Leah Hayes	P-17-21	Fee & Contract Negotiations Drug & Alcohol Screening Program Employee Services Department	That the City of Jacksonville enter into a contract with Solantic dba Care Spot for the provision of a Drug and Alcohol Screening Program that incorporates the attached Scope of Services identified as Exhibit 'A' and contract fee summary identified as Exhibit 'B'; the annual maximum indebtedness is a not-to-exceed amount of \$55,000.00; the initial period of service will be for one year from date of execution of the contract, with four (4) one-year renewal options available at terms mutually agreeable. All other terms and conditions are per the RFP and the City's standard contract language.		
William Joyce Eric Fuller	P-12-19	Contract Amendment No. 1 Professional Design Services for Winton Drive Landfill Redevelopment Department of Public Works/Engineering & Construction Management Division	That Contract No. 10082-01, originally executed February 4, 2020, between the City and Mechling Engineering & Consulting, Inc., for Professional Design Services for Winton Drive Landfill Redevelopment be amended to incorporate the attached Scope of Services for Exhibit C and Fee Summary identified as Exhibit D; increase the lump-sum amount for Design Services by \$75,506.02 to a new limit of \$120,256.31 and to increase the not-to-exceed limits for: Survey by \$8,384.72 to a new not-to-exceed limit of \$14,779.35 and Engineering Design by \$51,301.25 to a new not-to-exceed limit of \$41,851.18; thereby, increasing the maximum indebtedness by \$135,191.99 to a new maximum of \$209,886.84. All other terms and conditions shall remain the same except for such changes as the Office of General Counsel may deem appropriate to ensure compliance with the City's ordinance, Procurement policies and procedures and applicable federal and state laws.	To project completion	

William Joyce Robin Smith	P-40-16	Contract Amendment No. 9 Master Stormwater Management Plan (MSMP) Program Management Services - Annual Contract Department of Public Works/Solid Waste Division	That Contract No. 6354-16, originally executed June 23, 2017, between the City of Jacksonville and CDM Smith Inc., for Master Stormwater Management Plan (MSMP) Program Management Services- Annual Contract be amended to: Incorporate the attached Scope of Services, identified as Exhibit Q and Contract Fee Summary identified as Exhibit R; to add a new lump-sum amount for Dunn Creek Drainage Improvements in the amount of \$228,541.24; thereby increasing the maximum indebtedness to the City by \$228,541.24 to a new maximum of \$735,854.82. All other terms and conditions of the Agreement, as previously amended, shall remain the same.	06/21/23	
Jeffrey Foster Will Williams	P-07-10	Contract Amendment No. 19 Trail Ridge Landfill Expansion Permitting and Design Department of Public Works/Solid Waste Division	That Contract No. 6354-13 between the City of Jacksonville and CDM Smith, Inc., for Trail Ridge Landfill Expansion Permitting and Design be amended (in two parts A and B) (i) incorporate the attached Scope of Work identified as part 19A is contained in Exhibit AP and as detailed in the Contract Fee Summary contained in Exhibit AQ in the amount of \$547,200.00, and (ii) the Scope of Work for Part 19B is contained in Exhibit AR and as detailed in the Contract Fee Summary contained in Exhibit AS in the amount of \$20,000.00. The current contract amount for the base contract and Amendments 1 through 18 is \$11,076,330.00. Approval of Amendment #19 in the total amount of \$567,200.00 will bring the maximum indebtedness to the City's not to exceed amount of \$11,643,530.00. Nothing contained herein shall be amended, modified or otherwise revised without prior PSEC and Mayor's approval.	To Project Completion	
Harrison Conyers Bill Spann	P-10-21	Subcommittee Report Military Advocacy Military Affairs and Veterans Department	It is the consensus of the committee that of the two (2) proposals received in response to the Request for Proposal (RFP) both were found to be responsive, interested, qualified and available to provide the required services. The ranking of first and second designates the order of qualification of these companies to perform the required services and alphabetically they are: 2) Holland and Knight 1) RJ Natter and Associates, LLC We recommend the above list is forwarded to the Mayor for final selection so that fee and contract negotiations may begin with <u>RJ Natter and Associates, LLC</u> , the number one (1) ranked firm.		
MEETING ADJOURNED:					

cc: Council Auditor
Subcommittee



City of Jacksonville, Florida

Lenny Curry, Mayor

City Hall at St. James
117 W. Duval, Suite 400
Jacksonville, Florida 32202
(904) 630-CITY
www.coj.net

ONE CITY, ONE JACKSONVILLE.

MEMORANDUM

DATE: July 1, 2021

TO: Gregory Pease, Chief Procurement Division
Finance & Administration Department

FROM: Stephanie Burch, Deputy Chief Administrative Officer
Mayor's Office

SUBJECT: Contract Increase – Florida Housing Coalition

SS-7649-21 AMS#1

The Mayor's Office is requesting an increase to the Florida Housing Coalition ("FHC"), Contract #70732-21, Purchase Order 61579-21, in the amount of \$36,000.00. The increase will cover the expenses of FHC writing the business plan for the Community Land Trust (CLT) program for development of permanently affordable properties.

Originally, the Local Initiatives Support Corporation (LISC) was to provide the business plan for the CLT. LISC was unable to create the business plan in a timely manner to ensure this program continued. The project description and scope in the FHC contract allows for FHC to implement the CLT and in order to fulfill that obligation the business plan is necessary.

The account string for the increase is Fund 11601, Center 174107, Account 531090, Project 000000, Activity 00001342, Interfund 000000, Future 0000000 for a new not to exceed of \$206,000.00.

We are requesting this increase to the FHC contract be placed on the July 8th Professional Services Evaluation Committee (PSEC).

Attachments: Contract and PSEC award

CC: Dawn Lockhart, Directory of Strategic Partnerships
Chiquita Moore, Operations Director, Neighborhoods Department
Tom Daly, Division Chief, Housing & Community Development



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.

March 4, 2021

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

Dear Mayor Curry:

Ref: **SS-9649-21 Florida Housing Coalition**
Office of the Mayor


The Professional Services Evaluation Committee met today in Board Room 851 on the eighth floor of the Ed Ball Building, for the purpose of reviewing/certifying the above referenced single source agreement.

The following motion/recommendation was adopted:

That the Single Source Agreement between the City of Jacksonville and the Florida Housing Coalition for the provision of the Community Land Trust Implementation Consulting Services be corrected to: (i) reflect the correct recommending venue of the Professional Services Evaluation Committee (PSEC); (ii) clarify the period of service which is from date of execution of contract through February 6, 2023, and (iii) provide \$170,000.00 total maximum indebtedness for the services. All other terms and conditions are per the city's standard contract language.

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

Respectfully submitted,


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

APPROVED:

Lenny Curry, Mayor

This 3rd day of March, 2021

GP ab

cc Council Auditor
David Miquel OGC
Subcommittee Members

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



City of Jacksonville, Florida

Lenny Curry, Mayor

City Hall at St. James
117 W. Duval St. Suite 400
Jacksonville, FL 32202
(904) 630-CITY
www.coj.net

ONE CITY. ONE JACKSONVILLE.

February 25, 2021

TO: Gregory Pease, Chief, Procurement Division
Finance & Administration Department

FROM: Stephanie Burch, Deputy Chief Administrative Officer
Mayor's Office *S. Burch*

SUBJECT: Request for correction to SS-9649-21 – Florida Housing Coalition

The Mayor's Office is requesting a correction to Single Source Award – SS-9649-21 issued to the Florida Housing Coalition. We are asking for a correction to the period of service time to reflect the correct time as stated in the attached executed contract. To clarify, the period of service is from the date of the executed contract and shall end 24 months thereafter, which is February 7, 2023.

The original Single Source Award was approved by the General Government Awards Committee (GGAC) and after a discussion with you today, we agreed this award should be approved by the Professional Services Evaluation Committee (PSEC), therefore we are requesting to be placed on the next PSEC committee meeting.

70732-21

**CONTRACT
BETWEEN
CITY OF JACKSONVILLE
AND
FLORIDA HOUSING COALITION, INC.
FOR
COMMUNITY LAND TRUST IMPLEMENTATION
CONSULTING SERVICES**

THIS CONTRACT (this "Contract") is made and entered into as of this 8 day of Feb., 2021 (the "Effective Date"), by and between the **CITY OF JACKSONVILLE**, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida (the "City"), and **FLORIDA HOUSING COALITION, INC.**, a Florida not-for-profit corporation with its principal offices located at 1311 N. Paul Russell Road, B201, Tallahassee, Florida 32301 (the "Contractor").

RECITALS

WHEREAS, the City desires to engage Contractor to provide consulting services related to the implementation of a surplus lands program that transfers real properties to a community land trust to the greatest extent possible for stewardship and eventual disposition for affordable housing or related community enhancements as described in Contractor's Proposal to the City attached to this Contract as **Exhibit A** (the "Services"); and

WHEREAS, Contractor has agreed to provide the Services in accordance with the terms and conditions provided in this Contract; and

WHEREAS, the City's General Government Awards Committee and Mayor approved procurement of the Services from Contractor pursuant to a Single Source Award (SS-9649-21) dated December 18, 2020; and

WHEREAS, pursuant to Single Source Award SS-9649-21, the City has determined Contractor is the only one justifiable source available to provide the Services to the City.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties agree as follows:

1. Recitals and Exhibits. The above stated recitals are true and correct and are hereby incorporated in this Contract by this reference. Any exhibit or attachment to this Contract that is referenced in this Contract is, by this reference, made a part of this Contract and incorporated herein.

2. Performance of Services. Contractor shall perform the Services in accordance with the terms and conditions of this Contract; including, but not limited to, the Contractor's Proposal attached to this Contract as **Exhibit A**, the General Terms and Conditions attached to this Contract as **Exhibit B**, and the Indemnification and Insurance Requirements attached hereto as **Exhibit C** and **Exhibit D**, respectively.

3. Term. This Contract shall commence on the Effective Date and shall end twenty-four (24) months thereafter on Feb. 7, 2023 (the "Term"), unless sooner terminated in accordance with the terms of this Contract.

4. Maximum Indebtedness. The City's maximum indebtedness under this Contract shall be a fixed monetary amount not-to-exceed **ONE HUNDRED SEVENTY THOUSAND AND 00/100 DOLLARS (\$170,000.00)**. All of the City's obligations under this Contract are contingent upon the availability of lawfully appropriated funds for the Services and this Contract. Contractor shall expend the City's funds solely and exclusively to provide the Services.

5. Compensation. The City will pay Contractor for the Services in two equal installments of \$85,000.00 upon the receipt and Acceptance by the City of the reports and other deliverables for Phase 2 and Phase 3, respectively, as shown in the Budget included in **Exhibit A** and receipt of a proper invoice therefor as provided in accordance with Section B.16 of this Contract. Acceptance by the City shall occur only when all of the Services and deliverables for a Phase have been completed to the City's satisfaction and the City shall have provided written notice thereof to Contractor. Notwithstanding anything to the contrary in the Budget contained in **Exhibit A**, the City shall not be responsible for paying Contractor for any "additional services" under this Contract.

6. Notices. All notices under this Contract 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 the City:

City of Jacksonville
117 W. Duval Street, Suite 400
Jacksonville, Florida 32202
Attn: Stephanie Burch, Deputy Chief Administrative Officer

With a copy to:

Office of General Counsel
117 W. Duval Street, Suite 480
Jacksonville, Florida 32202
Attn: Corporation Secretary

As to Contractor:

Florida Housing Coalition, Inc.
1311 N. Paul Russell Road, B201
Tallahassee, Florida 32301
Attn: Jaimie Ross, President & CEO

7. Contract Managers. Each party hereby designates a Contract Manager whose responsibility during the term of this Contract shall be to oversee that party's performance of its duties and obligations pursuant to the terms of this Contract. As of the Effective Date, the City's Contract Manager is Stephanie Burch (telephone: (904) 255-5034; email: stephanieb@coj.net) and Contractor's Contract Manager is Ashon Nesbitt, (telephone: 813-476-4170; email: nesbitt@flhousing.org). 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 via email.

8. Entire Agreement. This Contract constitutes the entire agreement between the parties 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 the 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.

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

10. Counterparts. This Contract and all amendments hereto may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. The parties further agree that electronic transmission of all signatures shall constitute and be evidence of an executed Agreement.

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

IN WITNESS WHEREOF, the parties have executed this Contract as of the Effective Date.

WITNESS:

FLORIDA HOUSING COALITION, INC.

By: [Signature]

Print Name: Mark A. Hendrickson

Title: Board Member



ATTEST:

CITY OF JACKSONVILLE

By: [Signature]
James R. McCain, Jr.
Corporation Secretary

Letny Curry Mayor

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

Encumbrance and funding information for internal City use:

Amount.....\$170,000.00

In accordance with Section 24.103(e), of the Ordinance Code of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing Contract; provided however, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrance[s] shall be made by subsequent purchase order[s] as specified in said Contract.

[Signature]

Director of Finance

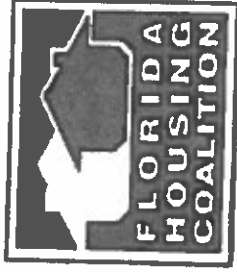
City Contract # 10732-21

Purchase Order # PO-615479-21

Form Approved:

By: [Signature]
Office of General Counsel

Exhibit A
Contractor's Proposal
immediately following



*Delivering Results for
Housing that's Affordable*

Florida Housing Coalition
1311 N. Paul Russell Road, B-201
Tallahassee, FL 32301
Phone | 850.878.4219
Website | Flhousing.org



TO: | **City of Jacksonville**
Bryan Mosler
Director Neighborhoods Department
BMosler@coj.net

FROM: | **Florida Housing Coalition**
Jaimie Ross
President & CEO
Mobile : 850.212.0587
ross@flhousing.org

RE: | **City of Jacksonville Surplus Lands and Community Land Trust**
DATE: | **March 5, 2020**



Project Description

The project is the implementation of a surplus lands program that transfers real properties to a community land trust to the greatest extent possible for stewardship and eventual disposition for affordable housing or related community enhancements.

The Coalition's approach is twofold: the first step is the evaluation of the City of Jacksonville's portfolio of abandoned, condemned, tax-delinquent, and foreclosed properties to determine the best pathway for the properties to enhance the community and provide housing that is affordable. The second step is the implementation of the community land trust program for development of permanently affordable properties.

Background

The City of Jacksonville has a large inventory of City-owned real properties that have been acquired mostly through a judicial foreclosure process following property tax default or foreclosure of nuisance liens. The City wants to turn these properties, which have had a deleterious effect on neighborhoods, into neighborhood assets. The presence of these blighted properties is an obstacle to the stabilization and revitalization of the neighborhoods. The properties are a maintenance burden, generate no property tax revenue, and are currently not an asset for the community.

While the City has seen results from its current surplus land disposition program, there remains a high number of condemned properties that have not been absorbed by the surplus land program. The enactment of Ordinance 2018-871-E authorized the Real Estate Division to manage City-owned property including the disposition for affordable housing (Sec. 122-423). The City has complied with Florida Statutes Ch. 125.379 which requires the preparation of an inventory list of surplus properties that are suitable for housing. In an effort to formalize the disposition of these properties, the City passed legislation authorizing the sale of surplus properties with the proceeds going to an Affordable Housing Special Revenue Fund (2019-290 and 2018-871 Section 122.423).

The current surplus land program is sufficiently structured to take in properties, clear liens and conduct demolition, but the disposition of the growing inventory of condemned properties requires a more robust approach. This new approach requires a system that rigorously evaluates the condemned and abandoned properties and links with a structure that has housing at the core of its mission and can provide the targeted marketing and neighborhood collaboration needed.

Note: This proposal uses the term "surplus land program" to refer to the City's existing program operated primarily by the Real Estate Division. The proposal also uses the term land bank as a general description. The term "land bank" is defined by HUD as, "a governmental or nongovernmental nonprofit entity established, at least in part, to assemble, temporarily manage, and dispose of vacant land for the purpose of stabilizing neighborhoods and encouraging re-use or redevelopment of urban property" Since Florida does not have state land bank enabling legislation, there is no statutory definition of a land bank; many communities that operate surplus land programs are in effect operating a land bank. The Coalition appreciates the term land bank because it conveys the value of properties that are deposited and transferred to recipients for the purpose of recovering the value of the property to the public good.

Proposal

The Florida Housing Coalition proposes to assist the City of Jacksonville with the implementation of a surplus land policy and procedure framework that will connect the City's existing program with a private community land trust. The Coalition will evaluate the current inventory and make recommendations for the transfer of residential properties to the community land trust.

The Coalition intends to launch the community land trust* (CLT) as a special program of Jacksonville LISC. The Coalition will guide LISC in program development and implementation of a land banking operation that allows for the sale or donation of properties to nonprofit or private housing developers subject to a 99-year ground lease that will guarantee affordability in perpetuity. The Coalition will assist the CLT to prepare its operating procedures and implementation tools including the ground lease and a property profile system.

*The Coalition will use grant funding from Wells Fargo to help create and launch the CLT. Implementation of the CLT's land bank program would be supported by this proposal.

Approach

The formation of the land bank and community land trust will be made possible by the alignment of stakeholders from the public, private, and philanthropic sectors around a common housing agenda. This approach will leverage the collective investments of all, utilize the strengths of each, develop a unified and comprehensive framework for housing, open new opportunities for collaboration, and bring together resources in the most effective way.

The Coalition's approach is designed to help the City move its increasing inventory of condemned and abandoned properties to a productive use that enhances the surrounding neighborhoods. We anticipate that:

- The City will continue to acquire distressed properties through foreclosure and tax reversion
- The properties will be evaluated and the CLT will take title to properties appropriate for housing directly from the City
- The CLT will be responsible for property maintenance with City support
- The CLT will market the properties for housing and other neighborhood enhancing uses including single family, multifamily, side lots, pocket parks, etc.
- The CLT will continue to own the land and will offer a 99-year ground lease to nonprofits or builders, with emphasis on offering to community-based organizations those properties that lie within that organization's geography.
- The ground lease contains a right of repurchase that would be exercised by the CLT when the lessee wishes to sell or transfer the improvement. The CLT would then release the land and sell the improvement to an eligible household or entity keeping the home affordable.

Deliverables, Timeline and Budget Payment

Phase 1: Formation of Community Land Trust Program -within 4 months from execution of the contract:

1. Establish a CLT line of business within LISC. (This deliverable is paid for by a grant from Wells Fargo*)
2. Coalition provides webinar presentation detailing the CLT framework.

Phase 2: Implementation of CLT and Surplus Land Program Analysis-within 12 months of contract execution:

3. Provide best practices training for operation of LISC CLT. Assist with job descriptions for CLT administration; operating documents including ground lease, relevant tools, and templates; training on the use of the ground lease and future transactions; and operating procedures for the CLT, including assistance with policies, procedures, and staff training
4. Assess City-owned properties acquired as a result of abandonment and municipal foreclosure. Determine the suitability for housing of each parcel based on physical characteristics, neighborhood goals, and potential for development as housing. Include key LISC staff in all of these activities. Assist with evaluation criteria for property selection; criteria for determination of best use for property; multifamily, single family, side lot, pocket park, community garden, etc.; marketing methods; community and neighborhood collaboration; application and disposition criteria.
5. Coalition provides Webinar presentation detailing the progress of this project
6. Prepare report.

Phase 3: Ongoing Implementation of CLT Implementation and Program Buildout (within 24 months of contract execution)

7. Assess the pipeline of incoming properties.
8. Evaluate the locations and types of properties and address the scale of properties that may become available to develop the land bank framework with the capacity to manage not only held properties but future acquisitions.
9. Review current practices and policies through the Code of Ordinances relevant to nuisance properties and the method of determining suitability for housing including 2018-871 and 2019-290. Provide observations and recommendations.
10. Research and recommend an online tracking system of appropriate complexity for maintenance and disposition of the surplus properties. Include City and LISC in review and analysis.
11. Coalition provides Webinar presentation detailing the progress of this project
12. Prepare final report.

*Note: Assistance with the formation of the CLT will be provided as a service to Jacksonville LISC under a grant the Coalition has received from Wells Fargo. Wells Fargo provides support to the Coalition to stand-up community land trusts, with the benefit of best practices and procedures through the Florida CLT Institute program supported by Fannie Mae and Freddie Mac.

Budget

Total Cost: \$170,000, which includes all labor and travel expenses, over the course of two years.

Jacksonville Community Land Trust Program			
Task/Item	Deliverables	Timeframe	Budget
Contract Execution			
Phase 1: Form CLT program	Establish a CLT line of business within Jacksonville LISC; Provide webinar presentation detailing program design	First 4 months of project	\$10,000 N/A Wells Fargo grant
Phase 2: Initiation of operations of CLT Surplus Land Program	Develop CLT tools; Train CLT staff; Assess City portfolio; develop evaluation protocols for CLT; Establish neighborhood coordination framework; Provide quarterly webinars detailing program progress; Prepare report.	Within 12 months of contract execution	\$85,000
Phase 3: Program Operation and Stabilization	Assess City pipeline for CLT purposes; Evaluation of properties and process for transfer to CLT; Report on observations of City surplus land related ordinances and procedures; Recommend online property profile system for CLT; Provide quarterly webinars on program progress; Prepare closeout report.	Within 24 months of contract execution	\$85,000
Total Project Cost	Includes staff labor and travel expenses. Additional services requested are billed at \$150 per hour inclusive of all personnel and travel expenses.		\$170,000

Relevant Experience

The Florida Housing Coalition has deep experience in both land bank programs and community land trusts, in addition to the financing, development and preservation of affordable housing. The Coalition established the Florida Community Land Trust Institute in January 2000; since 2007 the Coalition has assisted counties and municipalities in Florida and Texas with land bank planning and procedures.

Land Bank Experience

St. Lucie County, 2007. The Coalition prepared a land bank plan with policies and procedures. The County was faced with platted lots escheating through tax reversion and lacked a program other than traditional surplus land auctions to dispose of the properties. The investors were not interested in the scattered site single family lots. Eventually the county deployed the Neighborhood Stabilization Program to develop foreclosed properties as well as acquire more foreclosed lots. Assistance was provided to the City of Port St. Lucie during this timeframe to address the number of abandoned houses that had been condemned due to poor construction. The Coalition worked with HUD on an agreement to meet the clearance of slum and blight national objective for that inventory.

City of West Palm Beach, 2011. The City was faced with a growing inventory of foreclosed properties in its community redevelopment areas Coleman Park and Northwood. The City had built this inventory in anticipation of Neighborhood Stabilization Program funds that would repay expenses and build new homes. The Coalition held a series of public meetings and meet with community stakeholders. A Land Bank Plan was prepared that provided principles and criteria for the disposition process. In the decade since the City began to systematically replace vacant lots with homes, the surplus land program has become a key feature of its affordable housing program. Nonprofit and private developers may acquire properties through sale or donation which keeps housing costs in the affordable range.

Port Arthur, Texas, 2011. The Coalition provided technical assistance to the City of Port Arthur as it grappled with an inventory of over 200 abandoned and delinquent properties under the Neighborhood Stabilization Program. Gladys Cook guided the City to evaluate and assess each parcel for its suitability for housing or alternatives such as parks, side lots, or conservation. Recommendations were provided to the City Attorney to implement the Texas Land Bank Enabling legislation so that the disposition of buildable sites could be expedited by housing providers. These properties were not only impacted by the Great Recession but by Hurricane Ike from which dozens of collapsed and damaged buildings remained. The City was able to utilize its NSP funding and reduce its inventory.

Dallas, Texas, 2017. The City of Dallas asked the Coalition to assist with program reforms of its Urban Land Bank Demonstration Program. The inventory of abandoned properties continued to increase but the existing program was not effectively moving properties to private development as housing. The program had been initially funded by municipal bonds and the land bank was not netting enough in revenue to function on its own. There were conflicts of interest and negative publicity that led to a suspension of any land transfers. The Coalition was asked to review the program and make recommendations for policies and procedures that would prevent abuse and to identify other means for the land bank to remain solvent. The Coalition worked with land bank staff and administrative officials to reform the system. The 2019 Annual Report of the Dallas Land Bank notes that the land bank has led to 3,733 single family homes and 2,933 rental units.

University of Miami, 2017. The Coalition produced a report about best practice models for community land trusts, land banks and urban land conservancies as part of project on Shared Equity and Permanent Affordability. The report provided models and applications for Miami-Dade County.

Community Land Trust Experience



The Florida Community Land Trust Institute, a program of the Florida Housing Coalition, was founded by Florida Housing Coalition CEO Jaimie Ross in January 2000. The Florida Community Land Trust Institute (Florida CLT Institute) supports excellence in community land trusts and other shared-equity housing models, as well as policy initiatives such as inclusionary zoning and linkage fee ordinances. In regard to community land trusts in Florida, the Florida CLT Institute provides assistance to government and nonprofit entities to assess whether a community land trust is appropriate for a particular community and, if so, direction for choosing the best model along with startup and capacity-building activities.

The Florida CLT Institute is a national leader in best practices for CLTs. It was chosen by both Fannie Mae and Freddie Mac to develop and implement pilot programs for the nation. With support from Fannie Mae, we developed a lender guideline review program to assure salability in the secondary market. With support from Freddie Mac, the Coalition's Institute developed a CLT training and certification program. Receiving CLT certification from the Florida Housing Coalition requires meeting high standards for program documentation and procedures. The concept behind CLT certification is that lenders and local governments can have confidence in the operations of the CLT, knowing that loans will be saleable on the secondary market and that the stewardship of the CLT makes it the ideal nonprofit to manage or develop surplus lands.

Virtually all the 18 CLTs in Florida have been assisted by the Coalition. Below some recent CLT work is highlighted.

The Central Florida Regional Housing Trust. The Coalition launched, on behalf of the Community Foundation of Central Florida, the framework for a community land trust with a regional market. The Coalition prepared a business plan for the CLT along with operating procedures and a three-year staffing plan and budget. The multi-county CLT is working most closely with the City of Orlando in an initiative to prevent displacement in the rapidly developing Parramore neighborhood and is set to take title to close to 100 troubled properties.

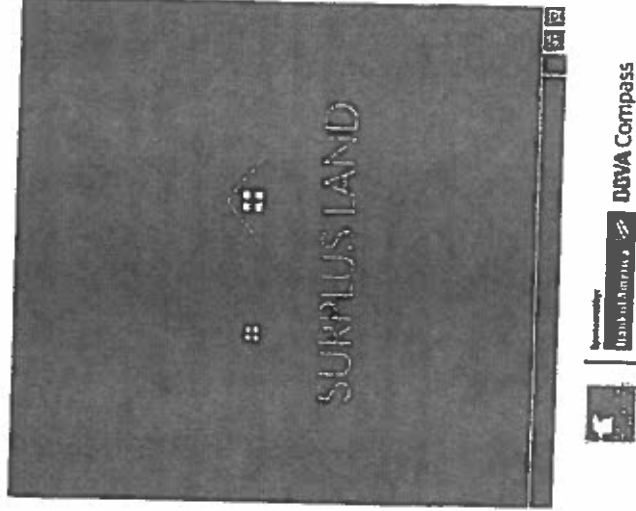
Florida Keys Community Land Trust. In the wake of Hurricane Irma, the Coalition was asked to set up a community land trust to rebuild Big Pine Key. This island was the epicenter of destruction and most of the workforce housing was destroyed. The CLT has been awarded \$8 million in CDBG-DR funds for the development of 17 homes on a former trailer park and has 4 new cottages occupied with a plan for 7 more. The Coalition has guided the CLT through the formation stages, forging a relationship with Monroe County, and widespread community and philanthropic support.

ROOF. Residential Options of Florida (ROOF) is a statewide CLT focused on homes for persons with developmental disabilities. The Coalition worked with this organization from its inception in 2015. A solution was needed that would provide lifelong independent living options coupled with permanent

affordability. ROOF now has six homes in place or under construction in three counties. Many more homes are planned as boards of trustees are assembled statewide.

In addition to working with local communities and CLTs, the Florida Housing Coalition supports all the CLTs in Florida with policy work at the state and local level. For example, the *ad valorem* tax treatment for CLTs codified in Florida Statute 193.01B was the result of the Coalition's education and advocacy. Similarly, the Coalition drafted the sample SHIP strategy for local governments, allowing the down payment monies used for CLT homebuyers to remain in the property as the CLT transfers title from one income eligible homebuyer to the next.

The Coalition has also published guidance on surplus land and land banking, and a primer on CLTs.



Florida's Surplus Land Statutes for Affordable Housing: A Guidebook for Implementation Using Best Practices, 2019. The surplus lands guidebook was prepared to support local governments in the implementation of its surplus land to benefit the development of affordable housing. The guide provides step by step instructions in forming a program to implement Florida Surplus Land Statutes.

Community Land Trust Primer, Florida Housing Coalition, 2015. The CLT Primer is an all inclusive resource for the formation and operation of community land trusts in Florida. The Primer includes model legal documents and guidance for local governments and nonprofit organizations seeking to deploy the CLT as a tool for the provision of housing that is affordable in perpetuity.

CLT PRIMER

 community land trust
florida

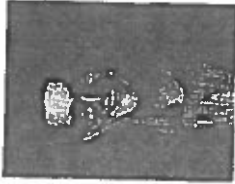


THE FLORIDA HOUSING COALITION'S Technical Assistance Team



Gladys Cook
RESILIENCE AND RECOVERY
DIRECTOR

Gladys Cook is the Resilience and Recovery Director for the Florida Housing Coalition. As a planner, Gladys provides research and analysis skills in the formation of disaster recovery strategies for the equitable redevelopment of housing. She produces a weekly disaster recovery webinar for housing professionals and provides training and technical assistance to communities and organizations in the financing of housing development and rehabilitation. Gladys is a strong proponent of innovative building methods for rapid repairs and home replacement and the evaluation of alternative construction methods in the procurement arena. She offers capacity building and strategic planning for organizations including predevelopment, underwriting and compliance for homeownership, rental and supportive housing. Gladys specializes in land banking and the use of surplus land for community land trusts. Gladys is a problem solver and consensus builder seeking to maximize human and capital resources to expedite disaster housing recovery, and the expansion of the supply of accessible, resilient, and affordable homes for workforce and special needs households. Gladys has a master's in Urban and Regional Planning and has more than 25 years of experience in housing and community development.



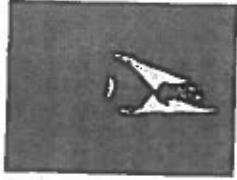
Blaise Denton
RESEARCH MANAGER AND
TECHNICAL ADVISOR

Blaise Denton is Research Manager and Technical Advisor for the Florida Housing Coalition. He has years of experience working with state and local government focusing on affordable housing, transportation-oriented development, historic preservation, and special populations issues. Prior to joining the Coalition, Blaise worked as a training and policy specialist at the Florida Department of Elder Affairs, where he designed E-Learning courses used to train hundreds of adult day care administrators, created budgeting systems to help manage over two million federal grant dollars, and provided planning and policy services. He has facilitated stakeholder meetings while researching transportation-oriented development and community safety issues in Tallahassee, Orlando, and nationally. Previously he has worked with the Florida Main Street Program, where he provided local communities with access to research, marketing, and ArcGIS services. Blaise specializes in ArcGIS, land use planning and practices, community stakeholder engagement, technical writing, and training services across the spectrum of the Coalition's work. Blaise holds a master's in Urban and Regional Planning and bachelor's in both Literature and Religion from Florida State University.



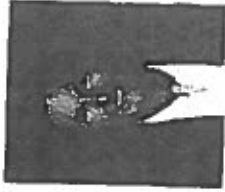
Kody Glazer
LEGAL DIRECTOR

Kody Glazer is Legal Director for the Florida Housing Coalition. Kody is an expert on inclusionary housing policies, community land trusts, fair housing, land use, environment law, and the law as it relates to housing. As Legal Director, he has a lead role in the Coalition's advocacy efforts at all levels of government and has expertise in drafting state legislation and local housing ordinances and policies. Kody also provides technical and legal assistance to local governments and community-based organizations on a variety of issues relating to affordable housing development. He is the author of the Coalition's Accessory Dwelling Unit Guidebook and co-author of the Coalition's Opportunity Zones Guidebook. Prior to joining the coalition, Kody clerked for the National Fair Housing Alliance on issues related to fair housing and equitable opportunity. Kody graduated with honors from the Florida State University College of Law, where he was a member of the Florida State University Law Review and the Journal of Land Use & Environmental Law. In 2019, Kody was chosen to represent the FSU College of Law as an outstanding law student by the City, County and Local Government Section of the Florida Bar.



Ashon Nesbitt
CHIEF PROGRAMS OFFICE
AND TECHNICAL ADVISOR

Ashon Nesbitt is Chief Programs Officer and Technical Advisor for the Florida Housing Coalition. Ashon leads the Florida Community Land Trust Institute, providing training and technical assistance to local governments, nonprofits, lenders, and other stakeholders for the creation and support of community land trusts statewide. Ashon also leads the Coalition's nonprofit capacity building work, sharing knowledge and expertise in housing development. In addition, Ashon helps local governments with land use tools and creative models for affordable housing development and finance, such as adaptive reuse. Ashon has professional experience in local government program administration, tax credit finance, and rental development, as well as a master's in Urban and Regional Planning and Real Estate from the University of Florida, and a bachelor's in Architectural Studies from Florida A&M University.



Jaimie Ross
PRESIDENT & CEO

Jaimie Ross is the President and CEO of the Florida Housing Coalition. Jaimie's work includes all forms of legislative and administrative advocacy and education related to the planning and financing of affordable housing. Prior to joining the Florida Housing Coalition as CEO, Jaimie served as the Affordable Housing Director at 1000 Friends of Florida, a statewide nonprofit smart growth organization, from 1981-2015. Prior to her tenure at 1000 Friends of Florida, Jaimie was a land use and real property lawyer representing for profit and nonprofit developers and financial institutions with a law firm in Orlando. In 1981, she initiated the broad-based coalition that successfully advocated the passage of the William E. Sadowski Affordable Housing Act, providing a dedicated revenue source for affordable housing in Florida. Jaimie continues to facilitate the Sadowski Act Coalition to ensure funding for Florida's state and local housing programs. She has authored numerous articles on the planning and financing of affordable housing and smart growth tools for producing and preserving affordable housing. With funding from the Rockefeller Foundation, Jaimie produced "Creating Inclusive Communities," to promote best practices for inclusionary housing programs. She founded the Florida Community Land Trust Institute in January 2000. Nationally, Jaimie served as an Executive Officer on the Founding Board of Grounded Solutions Network, and on the boards of the Innovative Housing Institute and the National Low Income Housing Coalition, as well as on the National Community Advisory Boards for several banks. She is a nationally recognized expert in avoiding and overcoming the NIMBY (Not In My Back Yard) syndrome. Jaimie is past Chair of the Affordable Housing Committee of the Real Property Probate & Trust Law Section of the Florida Bar, and a former Fannie Mae Foundation James A. Johnson Community Fellow.



Florida Housing Coalition

1311 N. Paul Russell Road, B-201
Tallahassee, FL 32301

Phone | 850.878.4219

Website | FLhousing.org

Exhibit B
General Terms and Conditions

B.1 Provision of Services. Contractor shall provide the City the Services and deliverables described in Exhibit A. If any services, functions, or responsibilities are not specifically described in Exhibit A but are necessary for the proper performance and provision of the Services, they shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described therein.

B.2 Relationship of the Parties. In performance of the Services, Contractor shall be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture, or associate of the City. Contractor shall be solely responsible for the labor, supplies, materials, means, methods, techniques, sequences, and procedures utilized to perform the Services in accordance with this Contract.

B.3 City's Right to Make Changes. The City may unilaterally require, by written order, changes altering, adding to, or deducting from the Services ("Changes"), provided that such Changes are within the general scope of this Contract. The City will make an equitable adjustment in the Contract price or delivery date if the Change materially affects the cost or time of performance. Such equitable adjustments require the written consent of Contractor, which shall not be unreasonably withheld. The City and Contractor will cooperate with each other in good faith in discussing the scope and nature of the Change, the availability of Contractor personnel, the expertise and resources to provide such Change, and the time period in which such Change will be implemented.

B.4 Service Warranties. Contractor warrants that the Services shall be performed and delivered in a professional, first-class manner in accordance with this Contract and the standards prevailing in the industry. Contractor shall also undertake the following actions without additional consideration during the term of this Contract and for one year thereafter: (i) promptly making necessary revisions or corrections to resolve any errors and omissions on the part of Contractor; and (ii) conferring with the City for the purpose of interpreting any of the Services or information furnished. Acceptance of the Services by the City shall not relieve Contractor of these responsibilities. The warranties and covenants in this paragraph shall extend to all subcontractors.

B.5 City Will Assist Contractor. At Contractor's request, the City will provide reasonable assistance and cooperation to Contractor, including the supply of any data and information necessary for Contractor to provide the Services. The City has also designated a Contract Manager who will, on behalf of the City, work with Contractor and administer this Contract in accordance with its terms.

B.6 Location Requirements for Services. The majority of the Services shall be performed within the State of Florida and no Services will be performed outside of the United States. These restrictions may be modified in writing if the City determines, in its sole discretion, that these

restrictions impose an undue burden on Contractor's ability to perform the Services as contemplated in this Contract.

B.7 Use of Subcontractors; Flow-Down Provisions. Except to the extent the use of subcontractors is consented to in writing by the City, Contractor shall not be allowed to subcontract or assign any of its duties and obligations hereunder. In all cases, Contractor will be responsible for the acts or omissions of its subcontractors. Contractor shall ensure that all relevant contractual obligations flow down to the subcontractors and are incorporated into the subcontracts (specifically including, but not limited to, obligations relating to insurance, indemnification, delays, intellectual property rights, public records, non-discrimination, audits, security, location of services, termination, transition assistance, warranties, and the manner in which the Services are to be performed).

B.8 Meetings and Reports. Contractor shall attend all meetings and public hearings concerning the Services where its presence is determined to be necessary and requested by the City and Contractor can reasonably schedule its appearance. Unless otherwise agreed, Contractor shall provide a monthly report summarizing Contractor's performance. Contractor shall provide other periodic reports respecting the Services as the City reasonably requests.

B.9 Intentionally Omitted.

B.10 Intellectual Property.

(a) As used in this Section, the term "Work" shall mean each deliverable, drawing, design, specification, rendering, notebook, tracing, photograph, reference book, equipment, expendable equipment and material, negative, report, finding, recommendation, data and memorandum of every description, shared with or delivered to the City pursuant to this Contract. Contractor grants to City an irrevocable, perpetual, royalty free, and fully paid-up right to use (and such right includes, without limitation, a right to copy, modify, and create derivative works from the subject matter of this Contract and the right to sublicense all or any portion of the foregoing rights to an affiliate or a third party who provides services to the City) Contractor's intellectual property (including, without limitation, all trade secrets, patents, copyright, and know-how) that is contained or embedded in, required for the use of, that was used in the production of, or is required for the reproduction, modification, maintenance, servicing, improvement, or continued operation of any applicable unit of Work.

(b) If the Work contains, has embedded in, or requires for the use of, any third-party intellectual property, or if the third party intellectual property is required for the reproduction, modification, maintenance, servicing, improvement, or continued operation of the Work, Contractor shall secure for the City an irrevocable, perpetual, royalty free, and fully paid-up right to use all third party intellectual property. Contractor shall secure such right at its expense and prior to incorporating any third party intellectual property (including, without limitation, all trade secrets, patents, copyright, and know-how) into any Work, including, without limitation, all drawings or data provided under this Contract, and such right must include, without limitation, a right to copy, modify, and create derivative works from the subject matter of the grant of the right

and a right to sublicense all or any portion of the foregoing rights to an affiliate or a third party service provider. This subparagraph does not apply to standard office software (e.g., Microsoft Office).

(c) The Contractor will, at its expense, defend all claims, actions or proceedings against the City based on any allegation that the Work, or any part of the Work, constitutes an infringement of any patent or any other intellectual property right, and will pay to the City all costs, damages, charges, and expenses occasioned to the City by reason thereof. The City will give the Company written notice of any such claim, action or proceeding and, at the request and expense of the Company, the City will provide the Company with available information, assistance and authority for the defense. If, in any action or proceeding, the Work, or any part thereof, is held to constitute an infringement, the Company will, within 30 days of notice, either secure for the City the right to continue using the Work or will, at the Company's expense, replace the infringing items with non-infringing Work or make modifications as necessary so that the Work no longer infringes.

B.11 Software Development Processes and Standards. To the extent any software is developed, modified, or otherwise procured under this Contract, Contractor will use commercially-accepted software development and documentation processes and standards.

B.12 Limitation of Warranty for City-Furnished Software. In lieu of any other warranty expressed or implied herein, the City warrants that any programming aids and software packages supplied for Contractor use as City-furnished property shall be suitable for their intended use on the system(s) for which designed. In the case of programming aids and software packages acquired by the City from a commercial source, such warranty is limited to that set forth in the contractual document covering the product(s). Should the City furnish Contractor with any programming aids or software packages that are found not to be suitable for their intended use on the system(s) for which designed, Contractor shall notify the City and supply documentation regarding any defects and their effect on progress on this Contract. The City will consider equitably adjusting the delivery performance dates or compensation, or both, and any other contractual provision affected by the City-furnished property in accordance with the procedures provided for in Section B.3 above ("City's Right to Make Changes").

B.13 Loss of Data. If any City data or record is lost or corrupted due to the negligence of Contractor or any of its subcontractors or agents, Contractor shall be responsible for correcting and recreating all production, test, acceptance, and training files or databases affected which are used in the provision of Services, at no additional cost to the City in the manner and on the schedule set by the City. This remedy shall be in addition to any other remedy the City may be entitled to by law or this Contract.

B.14 Purchase Orders. If this Contract requires a Service to be ordered by the City via purchase order, Contractor shall not deliver or furnish the Service until the City transmits a purchase order. All purchase orders shall bear this Contract or solicitation number, shall be placed by the City directly with Contractor, and shall be deemed to incorporate by reference this Contract. Any

discrepancy between this Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the City.

B.15 Best Pricing for Comparable Services to Other Government Entities. Compensation for the Services shall be as set forth in this Contract. During the Contract term, if Contractor offers better pricing to other government entities for substantially the same or a smaller quantity of Services upon the same or similar terms of this Contract ("Better Pricing"), then the price under this Contract shall be immediately reduced to the better price. The City may require Contractor to certify on an annual basis that Better Pricing (as defined above) does not exist.

B.16 Invoicing and Payment.

(a) Unless otherwise specified in this Contract, payment to Contractor for Services shall be made on a monthly basis for the Services provided by Contractor for the preceding month. Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. City may require any other information from Contractor that City deems necessary to verify its obligation to pay under this Contract. Payments will be made to Contractor approximately forty-five (45) days after receipt and acceptance of a proper invoice. City does not pay service charges, interest, or late fees unless required by law.

(b) To the extent Contractor's fees include reimbursement for travel or travel-related expenses, such travel and travel-related expenses shall be subject to and governed by the provisions and limitations of Chapter 106, Part 7, *Jacksonville Ordinance Code*.

(c) The City's obligations to make payment are contingent upon availability of lawfully appropriated funds for the Services.

B.17 Taxes. The City is generally exempt from any taxes imposed by the State of Florida or the federal government. Exemption certificates will be provided upon request. Contractor shall not include any state, local, and federal taxes in any prices quoted to the City.

B.18 Right of Setoff. The City may, in addition to other remedies available at law or equity and upon notice to Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted in good faith by the City (or any other local government entity or authority located in Duval County, Florida) against Contractor.

B.19 Retention of Records / Audits.

(a) Contractor must establish and maintain books, records, contracts, sub-contracts, papers, financial records, supporting documents, statistical records and all other documents pertaining to this Contract (collectively, the "Records"), in whatsoever form or format (including electronic storage media) is reasonable, safe, and sufficient.

(b) Contractor must retain all Records for a minimum period of three (3) years after the final payment is made under this Contract. If an audit has been initiated and audit findings have

not been resolved at the end of the three (3) year period, the Records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Contract, at no additional cost to the City. Records shall be retained for longer periods when the retention period exceeds the time frames required by law or ordinance.

(c) At all reasonable times for as long as the Records are maintained, Contractor must allow persons duly authorized by the City (including the City's auditor and inspector general offices), to have full access to and the right to examine, copy, or audit any of the Records, regardless of the form in which kept. Contractor will not charge the City for any setup, supervision, or space in connection with the examination and audit. Photocopying charges will not exceed the actual and reasonable cost of the copies to Contractor, and the City shall be permitted to bring its photocopying equipment if the City so desires.

(d) Contractor must comply with and cooperate in any audits or reports requested by the City and must ensure that all related party transactions are disclosed to the auditor.

(e) Contractor must permit the City to interview any of Contractor's employees, subcontractors, and subcontractor employees to assure the City of the satisfactory performance of the terms and conditions of this Contract. Unless the parties agree otherwise or the City is willing to pay for the employee's reasonable travel expenses, the interviews will be conducted at the employee's primary place of work. Contractor will not charge the City for any employee time unless the interview time for that employee exceeds eight (8) hours in a calendar year.

(f) Following any audit or review, if performance of Contractor is, in the opinion of the City, deficient, the City will deliver to Contractor a written report of the deficiencies and request for development by Contractor of a corrective action plan. Contractor hereby agrees to prepare and submit to the City said corrective action plan within ten (10) days of receiving the City's written report. Thereafter, Contractor must correct all deficiencies in the corrective action plan within a reasonable time after the City's receipt of the corrective action plan.

(g) All reports and other information provided by Contractor pursuant to this Section shall be submitted under penalties of perjury under Section 837.06, Florida Statutes.

(h) Contractor must include the aforementioned audit, inspection, investigation, and record-keeping requirements in all subcontracts and Contract assignments.

(i) Contractor agrees to reimburse the City for the reasonable costs of investigation incurred by the City for audits, inspections, and investigations that uncover a material violation of this Contract. Such costs shall include the salaries of investigators, including overtime, travel, and lodging expenses, and expert witness and documentary fees. Contractor shall not be responsible for any costs of investigations that do not uncover a material violation of this Contract.

B.20 Indemnification. Contractor shall comply with the indemnification provisions in Exhibit C of this Contract.

B.21 Insurance. Contractor shall comply with the insurance requirements in Exhibit D of this Contract.

B.22 City's Right to Suspend Work. The City may, in its sole discretion, suspend any or all activities under this Contract by providing a written notice to Contractor at least five (5) days in advance that outlines the particulars of suspension. Within ninety (90) days of providing such notice, or within any longer period agreed to by Contractor, the City shall either (1) authorize the resumption of work, at which time activity shall resume, or (2) terminate this Contract in accordance with the applicable termination provisions. Suspension of work shall not entitle Contractor to any additional compensation. The parties will reasonably amend any schedules relating to performance of the Services to reflect the suspension of work hereunder. Contractor shall not be entitled to receive compensation for any work it performs after being excused from providing it hereunder.

B.23 City's Right to Terminate for Convenience. The City reserves the right to terminate this Contract at any time and for any reason by giving written notice to Contractor. If this Contract is terminated for convenience as provided herein, the City will be relieved of all further obligations other than payment for that amount of Services actually performed to the date of termination. Access to any and all work papers will be provided to the City after the termination of this Contract. The parties understand and agree that Contractor shall not have a reciprocal right to terminate this Contract for convenience, it being understood that the City's payment for Services forms the consideration for Contractor's not having this right. In the event of City's termination of this Contract, the City (in its sole discretion) may also require Contractor to provide the Transition Services as set forth in Section B.26 below.

B.24 City's Remedies Upon Contractor Default. Any one or more of the following events, if not cured within ten (10) calendar days after Contractor's receipt of written notice thereof, shall constitute an "Event of Default" on the part of Contractor: (1) Contractor fails to perform the Services within the time specified in this Contract or any extension; (2) Contractor fails to maintain adequate progress, thus endangering performance of this Contract; (3) Contractor fails to honor any other material term of this Contract; or, (4) Contractor fails to abide by any statutory, regulatory, or licensing requirement. The City may extend the 10-day cure period in its discretion.

In addition, a finding that Contractor has made a false representation or certification in any document furnished by Contractor to the City shall constitute an immediate Event of Default with no right to cure.

Upon an "Event of Default" on the part of Contractor, the City will be entitled to terminate this Contract and pursue such other remedies available at law or equity, including the recovery of any re-procurement costs and delay damages. The rights and remedies available to the City under this Contract are distinct, separate, and cumulative remedies, and no one of them, whether or not exercised by a party, shall be deemed to be in exclusion of any other.

If, after termination, it is determined that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been

issued for convenience.

B.25 Contractor Remedies Upon City Default. The City shall be in default if the City fails to honor any material term of this Contract and such failure is not cured within forty-five (45) calendar days after receipt of written notice thereof from Contractor. In the event of City's default, Contractor will be entitled to terminate this Contract and pursue such other remedies available at law or equity as it deems appropriate. Except as expressly provided elsewhere in this Contract, Contractor will not be entitled to recover any lost profits or consequential damages. The rights and remedies available to Contractor under this Contract are distinct, separate, and cumulative remedies, and no one of them shall be deemed to be in exclusion of any other.

B.26 Transition Services. At any time prior to the date this Contract expires or terminates for any reason (the "Termination Date"), the City may request Contractor to provide reasonable transition assistance services ("Transition Assistance"). Contractor shall provide such Transition Assistance until such time as the City notifies Contractor that the City no longer requires such Transition Assistance, but in no event for more than 180 days following the Termination Date.

Transition Assistance shall mean any services, functions, or responsibilities that are ordinarily or customarily provided to a purchaser to ensure that the services provided to that purchaser by a contractor are fully transitioned in a smooth and efficient manner to a new service provider (either the City itself or a third-party contractor). Transition Assistance includes the development and implementation of a detailed transition plan. To the extent that Transition Assistance will involve third parties hired by the City, those third parties shall cooperate with Contractor in its provision of Transition Assistance and sign any reasonable non-disclosure agreements required by Contractor.

Transition Assistance rendered before the Termination Date shall be provided at no additional cost to the City. Transition Assistance rendered after the Termination Date shall be provided at the rates negotiated by the parties prior to the rendering of such service, which rates shall not exceed the standard market rates that Contractor charges to government entities for comparable services; provided however, that if the City terminates this Contract because of a breach by Contractor, then (i) the Transition Assistance shall be provided at no cost to the City, and (ii) the City will be entitled to any other remedies available to it under law. Contractor may withhold Transition Assistance after the Termination Date if the City does not provide reasonable assurance that the charges for such Transition Assistance will be paid to Contractor in accordance with the invoicing and payment provisions of this Contract.

B.27 Force Majeure, Notice of Delay, and No Damages for Delay. Neither party shall be responsible for delays in performance to the extent that the delay was beyond that party's control (or the control of its employees, subcontractors, or agents). Contractor shall notify the City in writing of any such delay or potential delay and describe the cause of the delay either (1) within ten calendar days after the cause that creates or will create the delay first arose, if Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five calendar days after the date Contractor first had reason to believe that a delay could

result. Based upon such notice, the City will give Contractor a reasonable extension of time to perform; provided, however, that the City may elect to terminate this Contract in whole or in part if the City determines, in its sole judgment, that such a delay will significantly impair the value of this Contract to the City. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. **THE FOREGOING SHALL CONSTITUTE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** No claim for damages, other than for an extension of time, shall be asserted against the City. Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the City for direct, indirect, consequential, impact, or other costs, expenses, or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever.

B.28 No Waiver. The delay or failure by a party to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. Unless otherwise agreed in writing, the City's payment for the Services shall not release Contractor from its obligations under this Contract and shall not be deemed a waiver of the City's right to insist upon strict performance hereof.

B.29 Qualification of Contractor Employees, Subcontractors, and Agents. All Contractor employees, subcontractors, and agents performing work under this Contract shall be properly trained and qualified. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, and agents performing work under this Contract must comply with all reasonable administrative requirements of the City and with all controlling laws and regulations relevant to the Services they are providing under this Contract. The City may conduct, and Contractor shall cooperate in, a security background check or other assessment of any employee, subcontractor, or agent furnished by Contractor. The City may refuse access to, or require replacement of, any personnel for reasonable cause.

Contractor shall take all actions necessary to ensure that Contractor's employees, subcontractors, and agents are not considered employees of the City. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and agents receive payment and any legally mandated insurance (e.g., workers' compensation and unemployment compensation) from an employer other than the City.

As a condition to providing services to the City, Contractor and any subcontractor will enroll and participate in the federal E-Verify Program within thirty (30) days of the Effective Date of this Contract. Proof of enrollment and participation will be made available to the City upon request.

B.30 Security Procedures. Contractor and its employees, subcontractors, and agents shall comply fully with all generally applicable security procedures of the United States, the State of Florida, and the City in performance of this Contract. The City agrees that any security procedures imposed by the City specifically for this Contract will be reasonable and will not impose any unreasonable costs or hardships.

B.31 Restrictions on the Use or Disclosure of City's Information. Contractor shall not use, copy, or disclose to third parties, except in connection with performing the Services, any information obtained by Contractor or its agents, subcontractors, or employees in the course of performing the Services, including but not limited to security procedures, business operations information, or commercial proprietary information in the possession of the City. At the City's request, all information furnished by the City will be returned to the City upon completion of the Services. Contractor shall not be required to keep confidential any information that has already been made publicly available through no fault of Contractor or that Contractor developed independently without relying on the City's information. To ensure confidentiality, Contractor shall take appropriate steps as to its employees, agents, and subcontractors, including the insertion of these restrictions in any subcontract agreement. The warranties of this paragraph shall survive this Contract.

B.32 Public Records Law; Process for Protecting Trade Secrets and Other Information. Article 1, Section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public records. All documents received by the City in connection with this Contract are subject to Chapter 119, Florida Statutes (the "Florida Public Records Law"). Any specific information that Contractor claims to be a trade secret or otherwise exempt from the Florida Public Records Law must be clearly identified as such by Contractor on all copies furnished to the City. The City agrees to notify Contractor of any third-party request to view such information, but it is Contractor's obligation to obtain a court order enjoining disclosure. If Contractor fails to obtain a court order enjoining disclosure within five (5) business days of Contractor's receiving notice of the request, the City may release the requested information. Such release shall be deemed for purposes of this Contract to be made with Contractor's consent and will not be deemed to be a violation of law, including but not limited to laws concerning trade secrets, copyright, or other intellectual property.

In accordance with Section 119.0701, Florida Statutes, the Contractor shall:

- (a) Keep and maintain public records required by the City to perform the services; and
- (b) Upon request from the City's custodian of public records, provide the 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 the City; and
- (d) Upon completion of this Contract, transfer to the City at no cost all public records in possession of Contractor or keep and maintain public records required by the 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 the City upon request from the City's custodian of public records in a format that is compatible with the 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 CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT (904) 630-7678; PRR@COJ.NET; CITY OF JACKSONVILLE, PUBLIC RECORDS REQUEST, 214 N. HOGAN STREET, SUITE 1180, JACKSONVILLE, FLORIDA 32202.

B.33 Assignment. The City and Contractor each binds itself and its respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Contract. Contractor shall not sell, assign, or transfer any of its rights (including rights to payment), duties, or obligations under this Contract without the prior written consent of the City. In the event of any assignment, Contractor shall remain liable for performance of this Contract unless the City expressly waives such liability. The City may assign this Contract with prior written notice to Contractor of its intent to do so. Nothing herein shall be construed as creating any personal liability on the part of any officer, employee, or agent of the City.

B.34 Notice and Approval of Changes in Ownership. Because the award of this Contract may have been predicated upon Contractor's ownership structure, Contractor agrees that any transfer of a substantial interest in Contractor by any of its owners shall require the City's prior written approval, which approval shall not be unreasonably withheld or unreasonably delayed. By execution of this Contract, Contractor represents that it has no knowledge of any intent to transfer a substantial interest in Contractor. A substantial interest shall mean at least 25% of the voting shares in Contractor. This Section shall not apply to: (i) transfers occurring upon the incapacitation or death of an owner; (ii) transfers associated with an initial public offering on the NYSE or NASDAQ markets; or, (iii) transfers to a company whose stock is publicly traded on the NYSE or NASDAQ markets.

B.35 Assignment of Antitrust Claims. Contractor and the City recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the City. Therefore, Contractor hereby assigns to the City any and all claims under the antitrust laws of Florida or the United States for overcharges of goods, materials, or services purchased in connection with this Contract.

B.36 Equal Employment Opportunity. The Equal Opportunity clause in Title 41, Part 60-1.4 of the Code of Federal Regulations (Paragraphs 1 through 7 of President's Executive Order 11246), the provisions of the Equal Opportunity for Individuals with Disabilities Act in 42 U.S.C. Section 12112, the Listing of Employment Openings for Veterans Clause in Title 41, Part 50-260.2 of the Code of Federal Regulations, and the Disabled Veterans and Veterans of the Vietnam Era Clause in Title 41, Part 60-250.5 of the Code of Federal Regulations are incorporated herein by reference if and to the extent applicable. If Contractor is exempt from any of the above-cited terms, written evidence of such exempt status must be provided to the City.

B.37 Other Non-Discrimination 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 non-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 upon 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 this 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 this Contract. Contractor agrees that if any of the products or Services to be provided pursuant to this Contract are to be provided by a subcontractor, the provisions of this section shall be incorporated into and become a part of the subcontract.

B.38 Prompt Payment to Subcontractors and Suppliers. The following is required by Chapter 126, Part 6, *Jacksonville Ordinance Code*; provided however, if Contractor does not use JSEB or MBE subcontractors, as identified below, this Section B.38 shall not apply:

(a) *Generally.* When Contractor receives payment from the 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 fifteen (15) calendar days after Contractor's receipt of payment from the 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 dispute, Contractor may dispute the disputed portion of any such payment only after Contractor has provided notice to the 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 the City and said subcontractor or supplier within ten (10) calendar days after Contractor's receipt of payment from the City. Contractor shall pay all undisputed amounts due within the time limits imposed by this Section.

(b) *Jacksonville Small and Emerging Business Enterprise and Minority Business Enterprise Participation.* Notwithstanding Chapter 126, Part 6, *Jacksonville Ordinance Code*,

Contractor shall pay all contracts awarded with certified Jacksonville Small and Emerging Business Enterprises ("JSEB") and Minority Business Enterprises ("MBE"), as defined therein, their pro rata share of their earned portion of the progress payments made by the City under this Contract within seven (7) business days after Contractor's receipt of payment from the 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 the City with its requisition for payment documentation that sufficiently demonstrates that Contractor has made proper payments to its certified JSEBs or MBEs from all prior payments Contractor has received from the City. Contractor shall not unreasonably withhold payments to certified JSEBs and MBEs if such payments have been made to Contractor. If Contractor withholds payment to its certified JSEBs or MBEs, which payment has been made by the City to Contractor, Contractor shall return said payment to the City. Contractor shall provide notice to the City and to the certified JSEBs or MBEs 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 the City and said JSEBs or MBEs within five (5) calendar days after Contractor's receipt of payment from the City. Contractor shall pay all undisputed amounts due within the time limits imposed in this section. The failure to pay undisputed amounts to the JSEBs or MBEs within seven (7) business days shall be a breach of this Contract, compensable by one per-cent (1%) of the outstanding invoice's being withheld by the City, not as a penalty, but as liquidated damages, to compensate for the additional contract administration by the City.

(c) *Third Party Liability.* The Prompt Payment requirements hereunder shall in no way create any contractual relationship or obligation between the 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 Contractor's contractual obligations to the City. As a result of said breach, the 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 late payment charge or the charges specified in said Chapter 126, *Jacksonville Ordinance Code*, for JSEBs or MBEs and in Chapter 218, Florida Statutes, for non-JSEBs or non-MBEs, whichever is greater.

B.39 Conflicts of Interest. Contractor acknowledges that Section 126.112, *Jacksonville Ordinance Code*, requires that a public official who has a financial interest in a bid or contract make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract, including but not limited to the public official's name, public office or position held, bid or proposal number, and the position or relationship of the public official with the bidder or contractor.

B.40 Contingent Fees Prohibited. In conformity with Section 126.306, *Jacksonville Ordinance Code*, Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm,

other than a bona-fide employee working solely for Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of these provisions, the City shall have the right to terminate this Contract without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

B.41 Truth in Negotiation Certificate. Pursuant to Section 126.305, *Jacksonville Ordinance Code*, the execution of this Contract by Contractor shall be deemed to be a simultaneous execution of a Truth-In-Negotiation Certificate, whereby Contractor states that the wage rates and other factual unit costs supporting the compensation hereunder are accurate, complete, and current at the time of contracting. Further, Contractor agrees that the compensation hereunder shall be adjusted to exclude any significant sums where the City determines the Contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs, provided that any and all such adjustments shall be made within one (1) year following the completion date of this Contract.

B.42 Compliance with Applicable Laws. Contractor (and any subcontractors) must comply with all applicable federal, state and local laws, rules, and regulations as the same exist and as may be amended from time to time, including but not limited to:

- Chapter 119, Florida Statutes (the Florida Public Records Law);
- Section 286.011, Florida Statutes (the Florida Sunshine Law);
- Chapter 602, Jacksonville Ordinance Code (the Jacksonville Ethics Code);
- Chapter 126, Jacksonville Ordinance Code (the Jacksonville Purchasing Code); and
- All licensing and certification requirements applicable to performing the Services.

B.43 Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of Contractor, other entities may be permitted to make purchases at the terms and on the conditions contained herein. These purchases are independent of the agreement between the City and Contractor, and the City shall not be a party to such transactions.

B.44 Warranty of Ability to Perform. Contractor warrants that (i) it is ready, willing, and able to perform its obligations under this Contract, and (ii) to the best of Contractor's knowledge, there are no pending or threatened actions, proceedings, investigations, or any other legal or financial conditions that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its Contract obligations. Contractor shall immediately notify the City in writing if its ability to perform is compromised in any manner during the term of this Contract.

B.45 Warranty of Authority to Sign Contract. Each person signing this Contract warrants that he or she is duly authorized to do so and to bind the respective party to this Contract.

B.46 Governing State Law/Severability/Venue/Waiver of Jury Trial. The rights, obligations, and remedies of the parties as specified under this Contract shall be interpreted and governed in all aspects by the laws of the State of Florida. Should any provision of this Contract be determined by the courts to be illegal, unenforceable, or in conflict with any applicable law, the validity of the

remaining provisions shall not be impaired. Venue for any action arising out of or relating to this Contract shall be exclusively in courts of competent jurisdiction located in Jacksonville, Duval County, Florida. The parties waive any and all rights to a jury trial with respect to disputes arising under this Contract.

B.47 Construction. Both parties acknowledge that they have had the opportunity to provide meaningful input into the terms and conditions contained in this Contract. Therefore, any doubtful or ambiguous provisions contained herein shall not be construed against the party who physically prepared this Contract. Article headings appearing herein are inserted for convenience or reference only and shall in no way be construed to be interpretations of text.

B.48 Scrutinized Companies.

(a) Pursuant to Section 287.135(2), *Florida Statutes*, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity for goods or services of:

(1) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, Contractor is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, *Florida Statutes*, or is engaged in a boycott of Israel; or

(2) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, Contractor:

- i. Is 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
- ii. Is engaged in business operations in Cuba or Syria.

(b) Pursuant to Section 287.135(3)(a)4, *Florida Statutes*, the City may terminate this Contract at the City's option if this Contract is for goods or services in an amount of one million dollars or more and Contractor:

(1) Is found to have submitted a false certification under Section 287.135(5), *Florida Statutes*;

(2) 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

(3) Is engaged in business operations in Cuba or Syria.

(c) Pursuant to Section 287.135(3)(b), *Florida Statutes*, the City may terminate this Contract at the City's option if this Contract is for goods and services of any amount and Contractor:

(1) Is found to have been placed on the Scrutinized Companies that Boycott Israel List; or

(2) Is engaged in a boycott of Israel.



City of Jacksonville, Florida

Lenny Curry, Mayor

Employee Services
City Hall
117 W. Duval St Suite 100
Jacksonville, Florida 32202

ONE CITY. ONE JACKSONVILLE.

MEMORANDUM

DATE: July 12, 2021

TO: Greg Pease, Chairman
Professional Services Evaluation Committee (PSEC)

FROM: Leah Hayes, Chief of Talent Management
Employee Services Department *Leah Hayes*

Diane F. Moser, Director
Employee Services Department *[Signature]*

RE: P-17-21 Drug and Alcohol Screening Program

The Employee Services Department has negotiated with the number one ranked consultant, Solantic, dba Care Spot that submitted a proposal and was selected to provide the Drug and Alcohol Screening Services in the attached Description of Services and Deliverables, Exhibit A and Contract Fee Schedule, Exhibit B.

Accordingly, this is to recommend that the City of Jacksonville enter into a contract with Solantic, dba Care Spot that incorporates the attached Description of Services and Deliverables identified as Exhibit A and Fee Schedule identified as Exhibit B. The initial contract period will be for one year from date of execution of the contract, with four (4) one-year renewals at terms mutually agreeable. The annual maximum indebtedness is a not-to-exceed amount of \$55,000.00. All other terms and conditions of the Contract are per the City's standard contract language and as provided in the Request for Proposals.

Attachments: Exhibits A & B

cc: Alex Baker, PSEC Specialist

Exhibit A.

Section 4 Description of Services and Deliverables

The services required by this RFP are listed below. They must all be sufficiently addressed in your proposal to be given full consideration in the scoring process, and the response may be disqualified if it is not clearly answered, or not answered at all.

- A. The Proposer and all subcontractors must have, at a minimum, the insurance limits as illustrated in 3.21, Insurance Certificates of Coverage, should be provided with your Audited Financial Statements of your proposal response. The Proposer that is awarded this business, and subcontractors used, must keep all required insurance in force and provide an Insurance Certificate of Coverage each year at renewal with the required letter of renewal.
- B. Each Proposer must provide responses to all requested information in this RFP and provide information in the proposal to demonstrate their capabilities, past and present, in providing the following services:
 1. A comprehensive proposer network that will adequately provide local access for all City employees who will require these services.
 2. Realistic and competitive rates/ fees for the requested services.
 3. Multi-year rate/fee guarantee period.
 4. Excellent and timely customer services - wait time for employees must not be more than 15 minutes at any visit.
 5. A comprehensive reporting package that at a minimum provides what has been requested in this RFP.
 6. Legal and legislative updates to the City for any issues regarding changes in state and federal statutes and legislation in Employee Drug and Alcohol Screening Programs.
 7. Facilities must be private, clean, well furnished, and have adequate storage space and service areas for all functions requested by this RFP.
 8. Parking facilities must be sufficient, as described elsewhere in this RFP.
 9. Must be HIPAA-compliant and use electronic medical records systems.
 10. Qualified, educated, licensed, and well-trained staffing available to provide services 24/7 in all areas required by this RFP.
- C. All renewals including all fees, services, or changes to the contract shall be presented to the City in writing no later than January 31 of each year prior to the renewal date of September 1st of the following year. Notice of non-renewal must be submitted in writing to the City no later than two hundred and seventy (270) days prior to the contract expiration date.
- D. All letters, forms, and other written correspondence that your company will use to communicate with City employees must be included in the proposal.

E. All forms and documents necessary for plan administration will be provided by the Proposer, including electronic access to the City of relevant information. This shall be provided solely at the Proposer's expense.

F. At a minimum, the Proposer will be responsible for the following related services:

1. Verification of City employee eligibility, and services requested by the City and protected file maintenance of employees' records.
2. Initial response to the City's and/or employees' inquiries with the resolution of issues no later than the close of the business the day following the day in which the inquiry was received, or information was provided.
3. Company personnel shall be available for consultations with the City's staff or consultants, as requested.
4. Contractual changes must be mutually agreed upon and approved in writing by the City before implementation. All contractual changes will only be made on the program anniversary date of September 1, unless otherwise requested or required by the City, or legislative amendments.

G. Only the services for which your company is selected by this RFP may be provided to City employees. No other products, goods or services shall be solicited or sold to City's employees. The City will request the removal of any company or company representative violating this rule.

H. The Proposer shall not use any list of City employees' names to solicit any products, goods or services in the employees' home or worksite either in person, by direct mail, phone, electronically or any other form of communication or solicitation. Proposer shall not sell, lease, give or provide employee names to other agents, company representatives, companies or business entities. Most names and addresses of employees are protected by Florida Statutes. A signed affidavit shall be required from the proposer addressing this requirement. Complete Non-solicitation Affidavit Form.

I. The Proposer must be able to respond to the City's request to change or modify the existing Employee Drug and Alcohol Screening Program from time to time, as requested by the City or required by law.

J. Once awarded, the successful Proposer must agree to timely amending the agreement or contract as the City changes or modifies the City's Employee Drug and Alcohol Screening Program. They must be able to accommodate changes in design, funding arrangements, or any other reasonable changes, and meet the needs of the City and its employees, as required.

K. The Proposer shall remit bill no later than 45 days following 1st day of month during which services rendered. The City will have 15 working days to communicate any discrepancies to the Proposer. Payment for undisputed amounts shall be paid to Prosper no later than 20 days after receipt of the bill. For any disputed amounts, the parties agree to resolve such dispute no later than 45 days after receipt of the bill by the City on which the alleged discrepancies appeared

L. The successful Proposer shall maintain internal and external privacy policies and controls that are HIPAA compliant and adequately protect all HIPAA sensitive information and data handled by the Proposer. The successful Proposer must provide documentation that their company is HIPAA compliant. The internal and external privacy policies and controls must be provided even if the Proposer is not bound by HIPAA.

M. The successful Proposer must assist the City in the implementation and education process of the City's Drug and Alcohol Program.

N. The successful Proposer will be responsible for:

1. Providing reliable, accurate electronic records acceptable to the City, and bearing the cost for all programming and software.
2. Producing, monitoring, and maintaining a website updated as necessary for users at the City to disseminate information. This information will be kept updated by the Proposer on a timely basis.

O. Data and Information Entries: The Proposer shall store all data and information for the life of the contract and three (3) years following the termination of the contract and agree to provide the data and information to the City upon request within five (5) working days. Some records will be required to be kept for ten (10) years, as noted elsewhere in this RFP.

P. The successful Proposer shall perform all administrative and record keeping functions necessary to ensure the accurate accounting and reporting of services.

Q. The Proposer shall perform the following functions:

1. A system of internal controls shall be in place to prevent fraud, negligence, incompetence, protection of privacy, or process of an inept system. It shall be the proposer's responsibility to identify all problems in this area and to initiate timely corrections or modifications to its operating systems when problems are discovered. The proposer shall advise the City in writing, within twenty-four (24) hours of any potential or existing problems and be in a position to make recommendations on how to correct the problem.
2. The successful Proposer shall book and record all payments received for charges incurred. The proposer shall be subject to audit at the City's request. The audit may be performed by the City's internal auditors or contracted auditors as the City may deem necessary and appropriate. Five (5) days prior notice to audit shall be required.

R. Data Processing: The successful Proposer shall have electronic data processing (EDP) equipment, computers, fax machines, e-mail and other electronics or data equipment by the date of the award of this contract, as required by the City.

S. The Proposer, in the proposal, must give evidence that it

1. Has the ability to protect the privacy of all data and information provided by the City or employees in compliance with HIPAA regulations. The proposer should provide criteria and guarantees of HIPAA compliance. The internal and external privacy policies and controls must be provided even if the Proposer is not bound by HIPAA on certain records.

2. Has the ability to describe in detail the process used for resolving data entry discrepancies.

3. Will not make changes, enhancements or repairs to its data or information processing system that would create a financial investment or hardship on the City unless it has been demonstrated that the change is to the City's benefit. No such change shall occur until there has been a complete evaluation performed by the City's data processing professionals and satisfactory written agreement is reached between the proposer and the City. All costs of the evaluations, enhancements, repairs and/or changes will be the responsibility of the Proposer.

T. Upon request by the City, the Proposer will furnish copies of all billed expenses and financial reporting that will represent services used by the City, whether requested in this RFP or requested at a later date.

U. The Proposer must have data and information systems that shall be of such sophistication as to provide standard administrative reporting as well as custom reports requested by the City during the course of the contract. All nonstandard reports, if requested and provided under this RFP, may be subject to an additional charge that shall not exceed \$1,000.

V. The successful Proposer's counsel and/or legal department will originate and maintain formal plan documents and all amendments attached thereto in conjunction with the City. It shall be the Proposer's responsibility to maintain compliance with all current local, state and federal legislation and regulation so as to protect the eligibility and integrity of the City Drug and Alcohol Program. The successful Proposer shall be required to continually monitor all state and/or federal legislation and regulations concerning this program and any affects that legislation and/or regulation may have on such program, and provide timely updates to program document when needed. The Proposer shall consult with the City regarding any federal or state legislation or regulations and discuss how it may impact plan design, recordkeeping, fees, or any other relevant factor of the contract within thirty (30) days following notice of such legislation or regulation.

W. The successful Proposer is expected to provide prompt and professional service. Each Proposer should identify the location and staffing levels of each service center that will provide service to the City and its eligible employees. An employee service telephone number, internet and website access must be made available to the City and its employees who require services of this program. City staff should be able to have access to the Proposer 24/7. A direct telephone number will be required for this access.

X. The Proposer will not make unilateral changes to the plan at any time during the plan year. All changes to the plan will be presented in writing and mutually agreed to by each party, at the annual renewal and will be effective on September 1st of each year, or as required by the City or legislatively.

Y. The City is requesting that each Proposer match as closely as possible the requested levels of the Employee Drug and Alcohol Screening Program. In some situations, your company may not be able to offer the level of the services requested. In those situations, propose your benefits levels as close to the requested plan as possible. If your company cannot provide the specific program requested, please provide a listing of the benefit deviations on Deviations Form F, and describe an alternative program that will still meet the needs requested in this RFP.

Z. **Controlled Substance and/or Alcohol Testing – On/Off Site**
Screening for controlled substances and/or alcohol is a service the City seeks to have performed for candidates who are not otherwise required to undergo such a test as part of a medical fit-for-duty examination. Random controlled substance and/or alcohol tests will be performed at the City's choice of either the City's work location, the City's remote job sites, or at the Proposer's facility (ies). The Proposer shall comply with the reporting parameters of substance abuse testing as specified by the City and in accordance with federally regulated program such as the Department of Transportation (DOT) Drug and Alcohol Testing Program. The Proposer must be able to collect blood, urine, hair or breath specimens for drug and alcohol testing at City's work sites, buildings, and or locations a minimum of six full days a month. The Proposer must be capable of moving to several locations during the same business day.

AA. **Department of Transportation (DOT) Education and Training**
Staff may be engaged to present DOT education and training on rare occasions, upon request by the City.

BB. Consultant Services

The Proposer may be required to review drug and or alcohol screen results and render an opinion that could result in the Proposer testifying an expert witness or meeting with the City on other program-related issues.

CC. Fit-For Duty, Return to Work and Reasonable Accommodation Examinations

The proposer must be able to conduct testing for the presence of alcohol and/or illegal or controlled drugs when an employee wishes to return to work after an illness or injury, or the employer requires a fitness for duty to perform essential functions with or without an accommodation. This could include the following procedures:

- a. Collection of urine and blood specimens for laboratory work-up in connection with all physical examinations. A sufficient urine specimen shall be collected so as to facilitate split sample substance abuse testing.

(1) For non-DOT testing, collection shall be in accordance with union contracts and the City's adaptation of the Mandatory Guidelines for Federal Workplace Drug Testing Programs (59 FR 29916, 29925), as noted in paragraph 4.0 above.

(2) The collection of specimens to be tested under the Department of Transportation's Drug and Alcohol Testing Program must be accomplished in compliance with (49 CFR 40) as it may be amended from time to time

DD. Laboratory and Collection Services (e.g., blood work, drug, and alcohol testing)

1. The Medical Laboratory shall meet all equipment, location and personnel requirements as established by Department of Transportation regulations (49 CFR 40, 59 FR 43000, as amended).
 - a. Be a current and fully licensed medical laboratory.
 - b. Provide a facility within Jacksonville, Florida to collect blood, urine, hair or breath specimens.
 - c. Provide state certified technician(s) licensed to do business in the state of Florida, to collect blood, urine, hair or breath specimens.
 - d. Be able to collect blood, urine, and hair or breath specimens 24 hours a day, 7 days a week.
 - e. Be certified by the appropriate certifying agency (i.e., Substance Abuse and Mental Health Services Administration for Department of Transportation regulated testing).
 - f. The medical laboratory shall maintain written results of tests for two years.
 - g. The Employee Services Department shall have the right to inspect the medical laboratory's facilities before and after the contract is awarded, and on an on-going basis, as requested.
 - h. The medical laboratory must provide an expert to testify at judicial or administrative proceedings or other form of hearings to defend the validity of testing procedures and provide litigation packages, if needed.
 - i. The Proposer shall comply with the parameters of substance abuse testing as specified in collective bargaining agreements between the City and bargaining units, as well as any specified by federal regulatory agencies (e.g., Department of Transportation).
2. In testing for the presence of alcohol, the medical laboratory shall comply with the following:
 - a. A generally accepted blood test procedure with quantitative results showing the amount of alcohol present in the blood; OR
 - b. Use of an accepted breath analysis procedure using breath analysis equipment that conforms to National Highway Safety Administration (NHTSA) Standards (61 FR 3079, and subsequent revisions) any applicable state statutes and for JFRD, procedures for evidential breath analysis and reporting as presented in 49 CFR 40, amended by 60 FR 19679, and as may be amended from time to time
 - c. The percent of weight of alcohol in the blood shall be based

upon grams of alcohol per 100 milliliters of blood.

- d. In testing for the presence of alcohol, the medical laboratory will present to the Medical Review Officer a confidential written report of the results of the testing within 24 hours of a negative test; within 48 hours of a confirmed positive test. There may be reporting by telephone, but written negative results must be submitted to the City within three (3) days and positive results within four (4) days.
3. The Proposer will conduct a 7-Panel test for all non-DOT testing for the presence of illegal or controlled drugs for JSO officers and sworn bailiffs and a 5-Panel test for all others tested. The medical laboratory shall comply with the following:
 - a. The threshold level or cutoff limit shall be established in accordance with the Department of Health and Human Services (DHHS) Mandatory Guidelines for Federal Workplace Drug Testing Programs (59 FR 29916, as amended), or in accordance with generally accepted medical procedures, where such limits have not been established by DHHS Guidelines.
 - b. The medical laboratory shall follow chain of custody procedures consistent with the Department of Transportation, Procedures for Transportation Workplace Drug and Alcohol Testing Programs (49 CFR 40, 60 FR 19535, as amended) and with the DHHS Guidelines.
 - c. The medical laboratory shall use the following procedures to the extent that they are not inconsistent with DHHS Guidelines:
 - (1) The medical laboratory shall submit the first of the samples to an immunochemical assay or radioimmunoassay test. If the results of this test are negative, no further testing is required.
 - (2) If the results of the test are positive, the medical laboratory shall submit the same sample for further testing using the gas chromatography/mass spectrometry (GC/MS) method to confirm the initial test results. The medical laboratory will not notify the Medical Review Officer (MRO) unless the results have been confirmed.
 - (3) The Proposer will ensure that a sufficient urine specimen is collected so as to facilitate a potential split sample testing and/or as requested by the MRO.
 - (4) The medical laboratory will present to the Medical Review Officer a confidential written report of the results of the testing within 24 hours of a confirmed negative test; within 48 hours of a confirmed positive test. There shall be no reporting by telephone. The medical laboratory shall maintain written results of tests for two years.

(5) The Proposer will conduct a 5-Panel Test for all DOT testing for the presence of illegal or controlled drugs, the medical laboratory shall comply with the following:

(a) The threshold level or cutoff limit shall be established in accordance with the Department of Transportation, Procedures for Transportation Workplace Drug and Alcohol Testing Programs (49 CFR 40, 59 FR 43000, as amended).

(b) The medical laboratory shall follow chain of custody procedures consistent with the Department of Transportation, Procedures for Transportation Workplace Drug and Alcohol Testing Programs (49 CFR 40, 60 FR 19535, as amended).

(c) The medical laboratory shall use the following procedures to the extent that they are not inconsistent with DOT Guidelines:

(i) The medical laboratory shall submit the first of the samples to an immunochemical assay or radioimmunoassay test.

If the results of this test are negative, no further testing is required.

(ii) If the results of the test are positive, the medical laboratory shall submit the same sample for further testing using the gas chromatography/mass spectrometry (GC/MS) method to confirm the initial test results. The medical laboratory will not notify the Medical Review Officer (MRO) unless the results have been confirmed.

.....
(End of Section 4 - Remainder of page intentionally left blank)

Exhibit B.

Form 1 - Price Sheet

NAME OF CONSULTANT Solantic of Jacksonville, LLC d/b/a CareSpot Urgent Care

Proposal Number P-17-21

**SUBSTANCE ABUSE TESTING SERVICES
QUOTATION OF RATES & FEES OR CHARGES**

	SERVICE	RATE/FEE/CHARGE
1.	Urine specimen collection for 7 Panel Drug Screen (Cannabinoids, Cocaine, Opiates, 6-Acetylmorphine, Phencyclidine, Amphetamines, Methylenedioxymethamphetamine) a. Initial Test b. Confirmation test by GC/MS c. Additional lab fees (e.g., retest of specimen, quantitative)	a. \$25.00 b. No Charge c. \$225.00
2.	Urine specimen collection for 5 Panel Drug Screen (Amphetamines, Cocaine, Cannabinoids, Opiates, Phencyclidine, Barbiturates, Benzodiazepines, Methaqualone, Methadone, Propoxyphene). a. Initial Test b. Confirmation test by GC/MS c. Additional lab fees (e.g., retest of specimen, quantitative)	a. \$25.00 b. No Charge c. \$225.00
3.	Medical Review Officer (MRO) services to interpret all Controlled Substances Screens	Included
4.	Alcohol Screen: a. Blood Specimen b. Evidential Breath Test (EBT) c. Confirmation EBT	a. \$25.00 b. \$25.00 c. \$25.00
5.	After hours collection - Days/Times/Ranges	Time Frame (to and from hours)
6.	On-Site hiring events that occur during the week and during normal business hours.	On-site Service Cost + Normal Cost of Service

5. Seven Days a week - 9:01 pm - 7:29 am \$250.00 + cost of service

6. 7:30 am - 8:30 pm \$150.00 + cost of service

***For years 1 and 2 of the agreement our rates are fixed - Year 1 and 2 - \$25.00

***For year 3 will and increase and will remain the same for year 4 - Year 3 and 4 - \$26.00

***For year 5 will increase - Year 5 - \$27.00



City of Jacksonville, Florida

Lenny Curry, Mayor

Department of Public Works
 Engineering & Construction Management Division
 214 N. Hogan Street, 10th Floor
 Jacksonville, FL 32202
 (904) 255-8762
 www.coj.net

ONE CITY ONE JACKSONVILLE

June 29, 2021

TO: Gregory W. Pease, Chairman
 Professional Services Evaluation Committee

THRU: John P. Pappas, P.E. *John P. Pappas*
 Director

FROM: William J. Joyce, P.E. *William J. Joyce*
 Director of Operations
 Eric Fuller *Eric Fuller*
 Environmental Programs Manager

SUBJECT: P-12-19 Professional Design Services for Winton Drive Landfill Redevelopment
 Contract 10082-01 Amendment 1 PO 600681-20-021

The 60% design has been developed and reviewed by the Florida Department of Environmental Protection (FDEP). Negotiations to complete the design to 100% have resulted in the attached Scope of Services, Exhibit C and Contract Fee Schedule, Exhibit D. JSEB firms to be utilized to meet the 20% Participation Percentage Plan for this contract are detailed on a separate attachment.

Accordingly, this is to recommend that Contract 10082-01, originally executed February 4, 2020, between the city and Mechling Engineering & Consulting, Inc for Professional Design Services for Winton Drive Landfill Redevelopment be amended to incorporate the attached Scope of Services, Exhibit C and Fee Summary, Exhibit D to increase the lump sum amount for Design Services by \$75,506.02 to a new limit of \$120,256.31 and to increase the not to exceed limits for: Survey by \$8,384.72 to a new not to exceed limit of \$14,779.35 and Engineering Design by \$51,301.25 to a new not to exceed limit of \$41,851.18, thereby increasing the maximum indebtedness by \$135,191.99 to a new maximum of \$209,886.84. All other terms and conditions are as provided in the RFP and the City's standard contract language.

Funding for this project is as follows:

ACCOUNTS:	TOTAL
001406	
PWCP Various Capt'l Proj-Othr Gen Gov Svcs	PO 600681-20-021
565050	
3	
35103-338010	
\$135,191.99	\$135,191.99

WJJ/lw

Attachment: Exhibits C & D

JSEB Participation

cc: Lori West, Engineering and Construction Management

88

Mechling Engineering & Consulting, Inc.

1714 Belmonte Avenue
Jacksonville, Florida 32207

phone 904.346.5468

May 27, 2021

Mr. Eric Fuller
Environmental Programs Manager
City of Jacksonville
214 North Hogan St, 10th Floor
Jacksonville, Florida 32202

RE: P-12-19, Professional Design Services for Winton Drive Landfill Redevelopment
Proposed Scope of Work and Cost Estimate for: Phase II, Excavation and Closure Plan, develop
Final Design and Construction Bid Documents

Dear Mr. Fuller:

We appreciate the opportunity to provide professional engineering and consulting services associated with redevelopment of the Winton Drive Landfill (also known as the Owens Avenue landfill). As requested, we have prepared this proposed scope of work and cost estimate for the Phase II portion of the project.

Project Understanding

As authorized by the City of Jacksonville (City), Mechling Engineering submitted the *Closure Plan* and *60% Plan Set* for the Winton Drive Landfill Redevelopment to the Florida Department of Environmental Protection (FDEP) on May 21, 2020. FDEP responded to our submittal on September 10, 2020, with a request with additional information. On November 5, 2020, Mechling Engineering submitted a response to FDEP's request which included an ERP Permit Determination request. A December 14, 2020 email from FDEP stated that a General Permit in accordance with the requirements of Florida Administrative Code 62-330.451(2)(b) would satisfy stormwater permitting requirements. On February 23, 2021, FDEP approved (via email) the Mechling Engineering *Closure Plan* and *60% Plan Set* submittals and requested the following documentation:

- A Closure Report Addendum, to include the final Excavation and Disposal Plan;
- Off-site access agreements;
- Remediation of both on-site and off-site parcels prior to FDEP issuance of a Site Rehabilitation Completion Order; and
- Construction Plans for the Landfill Closure, which need to be submitted and reviewed before Construction can begin.

Access agreements with off-site property owners have been requested by City personnel over the past several months. At the time of this proposal, agreements are in place for seven of the eight off-site parcels. The City continues to pursue the eighth access agreement.

As solicited by the City, the scope of services for the project included implementing engineering and institutional controls to protect human health, public safety, and the environment; management of stormwater on public and private properties; and redevelopment design for use of the site as an athletic park. We understand that an athletic park will not be required at this time; therefore, the park features are not included in the scope of work detailed herein. However, since regrading of the former landfill is required, the 60% plans included, and the 100% plans will include grading plans and stormwater management system design that will allow the former landfill to be easily converted for use as athletic fields.

***P-12-19, Professional Design Services for Winton Drive Landfill Redevelopment
Proposed Scope of Work and Cost Estimate for: Phase II, Excavation and Closure Plan,
develop Final Design and Construction Bid Documents***

The proposed scope of work and cost estimate for the required Phase II tasks follows:

Proposed Scope of Work - Phase II – Prepare Final Excavation and Closure Plan and Final Design and Construction Bid Documents

- Kickoff meeting with the City's Project Manager(s) to discuss the requirements for meetings with residents, permitting, 100% design plans, and Closure Report Addendum.
- Project progress meeting and reports for City Project Manager.
- Off-site soil boring plan. The Plan will complement prior soil boring data. Soil borings will be proposed in locations necessary to delineate off-site subsurface trash limits.
- Meet (along with City personnel) off-site property owners to explain soil boring plan, Excavation and Closure Plan, and tree removal / fence replacement.
- Hand auger borings to define limits of off-site solid waste.
- Survey surficial on-site waste.
- Survey of off-site solid waste delineation limits by licensed land surveyor and mapper.
- Survey of fence surrounding the landfill to determine replacement requirements.
- Survey on-site surficial waste by licensed land surveyor and mapper.
- Existing condition survey of off-site fencing by licensed land surveyor and mapper to establish baseline for fence reconstruction.
- Tree survey per City of Jacksonville landscape and protected trees code requirements for the Winton Drive Landfill Site and the portions of off-site residential properties that will be included in remediation.
- Provide site plan showing locations of protected trees for City and contractor's use.
- Prepare Drainage Design Report for ERP General Permit Application.
- Wetland survey for ERP General Permit Application.
- Prepare ERP General Permit Application for submittal to FDEP.
- Civil design drawings to include:
 - Key Map
 - General Notes
 - Site Excavation Plan
 - Site Grading Plan
 - Traffic Control Plans (signage along roadway)
 - Misc. Construction Detail (fencing, access detail, etc.)
 - Typical Sections
 - Cross Sections
 - Baseline Control/Curve Data
 - Drainage Map
 - Drainage Structures
 - Erosion & Drainage Detail Sheet
 - Stormwater Pollution Prevention Plan
- Constructability review.
- Calculations of final quantities.
- Engineers opinion of probable construction cost.
- Project specifications and bid documents.
- Prepare Closure Report Addendum (including final Excavation and Disposal Plan).

*P-12-19, Professional Design Services for Winton Drive Landfill Redevelopment
Proposed Scope of Work and Cost Estimate for: Phase II, Excavation and Closure Plan,
develop Final Design and Construction Bid Documents*

Assumptions

Based on our discussions, the following assumptions were used to prepare the scope of work and cost estimate for Phase II of the project.

- The design documents will not be subject to the City's 10-set Plan Review process.
- Landscape design per the City's landscape code will not be required.
- There will not be a need for public meetings for the project.
- Existing stormwater infrastructure is adequate for the existing and proposed improvements. Water, sewer, and fire protection infrastructure is not required for this project. No utility design or permitting will be required.
- Fees for Structural Engineer, Archeologist, Wetland Scientist, Geotechnical Engineer, Traffic Engineer, Landscape Architect, Electrical Engineer, Architect, Attorney, or other consultant(s) are not included.
- The contractor selected for the project will be responsible to secure the necessary City and State construction-related permits.
- This proposal does not include construction phase services.

This Proposal includes only services explicit herein. Scopes of work and proposals for Phase III services will be provided at the appropriate times as determined by FDEP approvals and City requests.

Schedule

We estimate that approximately six months will be required to complete the scope of work described herein after receipt of the City's Purchase Order and notice-to-proceed.

Cost Estimate

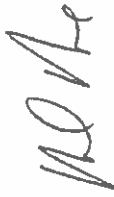
Our estimated fee to complete the scope of work detailed here is \$135,191.99 on a time and materials basis. The following pages include the cost estimates and fees for Mechling Engineering & Consulting, Inc., as well as subconsultants Southeastern Survey and Mapping Corp (survey) and Osiris 9 Consulting, LLC (engineering design).

Closing

We appreciate the opportunity to serve the City on the Winton Drive Landfill Redevelopment project. Please contact me at 904-346-5468 or mmechling@mechlingeng.com with any questions.

Sincerely,

Mechling Engineering & Consulting, Inc.



Mark Mechling, P.E.
Principal

Mechling Engineering & Consulting, Inc.

COST ESTIMATES

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

PART I - GENERAL		2. Proposal Number		
1. Project	P-12-19			
Professional Design Services for Winton Drive Landfill Redevelopment, Phase II, Excavation and Closure Plan, develop Final Design and Construction Bid Documents				
3. Name of Consultant	4. Date of Proposal			
Mechling Engineering & Consulting, Inc.	5/27/2021			
PART II - LABOR RELATED COSTS				
5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Project Manager	\$57.69	120	\$6,922.80	
Licensed Professional Design Engineer (PE)	\$57.69	201	\$11,595.69	
Engineer II (non-registered)	\$45.75	140	\$6,405.00	
Engineer I (non-registered)	\$33.81		\$0.00	
Designer / CADD Operator (non-registered)	\$30.00	25	\$750.00	
Clerical	\$19.83	13	\$257.79	
CADD/Computer Tech	\$0.00		\$0.00	
Engineering Technician	\$15.00	52	\$780.00	
Clerical	\$0.00		\$0.00	
TOTAL DIRECT LABOR		551		\$26,711.28
6. Overhead (Combined Fringe Benefit & Administrative) Hours				
			150.00%	\$40,066.92
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				\$66,778.20
8. PROFEE: Labor Related Costs (Item 7)			10%	\$6,677.82
PART III - OTHER COSTS				
9. Miscellaneous Direct Costs				
Transportation (meetings, site visits: 200 miles x \$0.50/mile)			\$100.00	
Reproduction			\$200.00	
ERP Permit Application Fec			\$250.00	
Wetlands survey and permitting assistance			\$1,500.00	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL				\$2,050.00
10. SUBCONTRACTS (Lump Sum)				
SUB-CONTRACT SUB-TOTAL				
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)				\$0.00
11. REIMBURSABLE COSTS (Limiting Amount)				\$75,506.02
Southeastern Survey and Mapping Corp (survey)			\$8,384.72	
Osiris 9 Consulting, LLC (engineering design)			\$51,301.25	
SUB-TOTAL REIMBURSABLES				\$59,685.97
PART IV - SUMMARY				
TOTAL AMOUNT OF AMENDMENT #6 (Lump Sum Plus Reimbursables)				\$135,191.99
12. PRIOR CONTRACT AMOUNT (Through Amendment # 1)				\$ 74,694.85
AMENDED AMOUNT OF CONTRACT				\$209,886.84

Winton Drive Phase II, Mechling Engineering proposed hours

Task	PE	Eng II	Tech	Designer	Admin	PM	fees	Total Hours
Kickoff/Progress meetings	40							
Plan for off-site soil delineation	4	12		3				
Meet residents discuss project	40	40						
Off-site soil borings	12	40	40					
Survey on-site surficial waste	4	8	8	4				
On-site fence survey	1	4	4	2				
Protected tree survey	8			4	1			
Wetland Survey	4						\$1,500.00	
ERP permit application	16	16		2	4			
Constructability review	40							
ERP application fee							\$250.00	
Draft and final Closure Report Addendum	32	20		10	8			
Project Management								120
Total Fees							\$1,750.00	
Total Hours	201	140	52	25	13			120

551

Project	P-12-19. Professional Design Services for Winton Drive Landfill Redevelopment	
Task	Winton Drive Landfill Redevelopment, Phase II,	
Proposal date	28-Apr-21	
Company Name	Southeastern Surveying and Mapping Corp.	

SERVICES - SURVEY
Control
Off-site Waste Survey
Off-site fence survey
Protected Tree Survey

Labor Related Costs. Direct Labor

Category	Hourly Rate	Estimated Hours	Estimated Hourly Fee per Category
2-Man Survey Crew Rate	\$39.19	30	\$1,175.70
3-Man Survey Crew Rate	\$52.19	16	\$835.04
CADD Technician	\$25.03	31	\$775.93
Surveyor & Mapper, P.S.M	\$43.72	6	\$262.32
TOTAL DIRECT LABOR		83	\$3,048.99
Overhead (Combined Fringe Benefits & Administration)			
Overhead Rate = 150% x Total Direct Labor			\$4,573.49
SUBTOTAL, LABOR + OVERHEAD			\$7,622.48
PROFIT	10%		\$762.25
TOTAL LABOR			\$8,384.72

City of Jacksonville
Winton Drive Landfill Redevelopment - Final Plans
3/24/2021

Osiris 9 Consulting, LLC
10199 Southside Boulevard, Suite 104
Jacksonville, Florida 32256
(904) 233-3847 phone

Osins 9 Consulting LLC
 City of Jacksonville
 Winton Drive Landfill Redevelopment - Final Plans
 March 24, 2021

Contract Fee Summary

ACTIVITY	Project Manager Rate 228.02		Senior Engineer Rate 173.14		Project Engineer Rate 145.93		Engineering Intern Rate 94.25		Rate		TOTAL		
	Man Hours	Cost by Pos & Act	Man Hours	Cost by Pos & Act	Man Hours	Cost by Pos & Act	Man Hours	Cost by Pos & Act	Man Hours	Cost by Pos & Act	Man Hrs By Agency	Salary Cost By Activity	Avg Hourly Rate
A. Roadway													
1. Administration	43.0	\$9,804.94	29.0	\$5,021.19	43.0	\$6,275.16	29.0	\$2,733.22			144.0	\$23,834.51	\$165.52
2. Drainage Analysis	4.0	\$912.09	8.0	\$1,385.16	4.0	\$637.74	4.0	\$777.00			20.0	3,257.97	\$162.90
3. Site Plan	13.0	\$2,964.28	39.0	\$6,752.64	26.0	\$3,794.28	52.0	4,900.95			130.0	18,412.15	\$141.63
4.													
5. Drainage Plans	4.0	\$912.09	8.0	\$1,385.16	13.0	\$1,897.14	17.0	1,602.23			42.0	5,796.62	\$138.01
Total													
Man Hours	64.0	\$14,593.39	84.0	\$14,544.14	86.0	\$12,550.32	102.0	\$9,613.40			336.0	\$51,301.25	\$152.68
DISTRIBUTION OF COST ELEMENTS TO BASIC ACTIVITIES													
Administration		\$23,834.51											
Drainage Analysis		\$3,257.97											
Site Plan		\$18,412.15											
Drainage Plans		\$5,796.62											
Traffic Cnt Plans													
Utilities													
Env. Sw/Permits													
Signing and Marking													
Signakization Plans													
Lighting Plans													
Misc Structures													
Bridge													
Right of Way Maps													
TOTAL	(2)	\$51,301.24											
Multiplier	x	1.00000											
TOTAL CONTRACT FEE COMPUTATION													
(1) Total Agency Salary Costs												\$51,301.24	
(2) Subtotal												\$51,301.24	
(3) Out of Pocket													
TOTAL BASIC Fee												\$51,301.24	
(3) SUBCONSULTANT LIMITING AMOUNT ITEMS													
Geotechnical Exploration													
Environmental Assessment & Permitting													
Cultural Resource Assessment													
Post Design Services (ARCADIS)													
TOTAL CONTRACT AMOUNT													
												\$51,301.24	

Project P-12-19. Professional Design Services for Winton Drive Landfill Redevelopment

Task Phase 2 - Final Design and Construction Bid Documents.
24-Mar-21

Proposal date
Company Name Osiris 9 Consulting LLC

Labor Related Costs. Direct Labor

Category	Hourly Rate	Estimated Hours	Estimated Hourly Fee per Category
Project Manager	\$75.00	64	\$4,800.00
Senior Engineer	\$56.95	84	\$4,783.80
Project Engineer	\$48.00	86	\$4,128.00
Engineering Intern	\$31.00	102	\$3,162.00
TOTAL DIRECT LABOR		336	\$16,873.80
Overhead (Combined Fringe Benefits & Administration)			
Overhead Rate = 176.39% x Total Direct Labor			\$29,763.70
SUBTOTAL, LABOR + OVERHEAD			\$46,637.50
PROFIT	10%		\$4,663.75
TOTAL LABOR			\$51,301.25

HIGHWAY TASK LIST

Activity: A. Winton Drive Landfill 100% Plans

Subactivity: 1 - Administration

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1 Typical Section Package	LS						
2 Geometrics	LS			n/a			NA
3 Update Access Management	LS			n/a			NA
4 Traffic Analysis & Report	LS	1		n/a			NA
5 Public Meeting	LS			n/a			NA
6 Post Design Assistance	LS	1		n/a	32		Assume 4 hours per month for 8 months & permit closeout
7 Contract File (Set-up and Main.)	LS	1	32	n/a	32		8 hours to set contract and billing and 2 hours per month for 12 months
8 COJ 10-Sat Permitting	LS	1		n/a			NA
9 Computation Book and Quantities	LS	1	8	n/a	8		Final Quantities including Drainage
10 Cost Estimate	LS	1	8	n/a	8		Final Estimate
11 Specifications/Bidding	LS	1	32	1	32		Bid Docs
Subtotal				1	112		
12 Quality Control	5%		n/a	n/a	6		
13 Supervision	5%		n/a	n/a	6		
14 Field Review	EA	2	6	n/a	12		2 Engineers incl. travel
15 Progress Meetings	EA	2	4	n/a	8		Meeting to Review Design (2 Eng. incl. travel)
16							
Total				1	144		
17 Value Engineering	LS	1		n/a			NA

Activity	Project Manager	Senior Engineer	Project Engineer	Eng Intern	Total Manhours
Highway					
A. Park Plans Package					
1. Design Analysis	43	29	43	29	144

Osiris 9 Consulting LLC
 City of Jacksonville
 Winton Drive Landfill Redevelopment - Final Plans
 March 24, 2021

HIGHWAY TASK LIST

Activity: A. Winton Drive Landfill 100% Plans

Subactivity: 2 - Drainage Analysis

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1 Design of Cross Drains	EA			n/a			
2 Design of Roadway Ditches	Mi			n/a			
3 Design of Outfall Ditches	EA			n/a			
4 Interchange Drainage Design	EA			n/a			
5 Design of Storm Sewers	EA			n/a			
6 Design of Stormwater Ret/Det	EA			n/a			
7 Design of Special Drainage System	LS			n/a			
8 Prepare Bridge Hydraulics Report	EA	1	18	n/a	18		Update Drainage Calculations
9 Drainage Design Report	LS			n/a			
10 Pond Design	EA			n/a			
11 NPDES	EA			n/a			
Subtotal					18		
12 Quality Control	5%		n/a	n/a	1		
13 Supervision	5%		n/a	n/a	1		
14 Field Reviews	EA			n/a			
15 Progress Meetings	EA			n/a			
Total					20		

Activity Manhours	Project Manager	Senior Engineer	Project Engineer	Eng Intern	Total Manhours
Highway					
A. Roadway Plans Package					
2. Drainage Analysis	4	8	4	4	20

Osiris 9 Consulting LLC
 City of Jacksonville
 Winton Drive Landfill Redevelopment - Final Plans
 March 24, 2021

HIGHWAY TASK LIST

Activity: A. Winton Drive Landfill 100% Plans

Subactivity: 3 - Site Plans

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1 Key Map	Sheet	1	2		2		Electronic Sign and Seal
2 General Notes	Sheet	1	8	1	8		NA
3 Summary of Quantities	Sheet	1	16	1	16		with geometry
4 Site Excavation Plan	Sheet	1	12	1	12		Final Grading and notes
5 Site Grading Plan	Sheet	1					
6 Existing Conditions Sheet	Sheet						
7 Traffic Control Plans	Sheet	1	8	1	8		Set standard TCP and signage along roadway access
8 Typical Sections	Sheet	1	8	1	8		Excavation typical
9 Misc. Construction Detail	Sheet	2	8	2	16		Fencing, Access Detail, etc
10 Soil Data Sheet	Sheet						NA
11 Cross Sections	EA	10	4	10	40		update xsection - details, Add 4 new N-S cross sections
12 Baseline Control/Curve Data	LS	1	8	1	8		Set control
				18	118		
13 Quality Control	5%		n/a	n/a	6		
14 Supervision	5%			n/a	6		
Total				18	130		

Activity	Project Manager	Senior Engineer	Project Engineer	Eng Intern	Total Manhours
Highway					
A. Park Plans Package					
3. Roadway Plans	13	39	26	52	130

HIGHWAY TASK LIST

Activity: A. Winton Drive Landfill 100% Plans

Subactivity: 5 - Drainage Plans

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1 Drainage Map	Sheet	2	3	2	6		Pre and Post Development Map Update Add details NA NA NA NA NA NA NA NA NA NA NA
2 Drainage Structures	EA	3	2	3	6		
3 Summary of Drainage Structures	Sheet						
4 LD/Outfall Plan & Profile	Sheet						
5 Lateral Ditch Cross Sections	Sheet						
6 Erosion & Drainage Detail Sheet	Sheet	1	10	1	10		
7 Bridge Hydraulics Rec. Sheet	Sheet						
8 Stormwater Ret/Det Plans	Sheet						
9 Retention Area Cross Sections	EA	1	8	1	8		
10 Special Drainage	Sheet	2	4	2	8		
11 NPDES	Sheet						
12 Optional Pipe	Sheet						
Subtotal				9	38		
13 Quality Control	5%		n/a	n/a	2		
14 Supervision	5%			n/a	2		
Total				9	42		

Activity	Project Manager	Senior Engineer	Project Engineer	Eng Intern	Total Manhours
Highway					
A. Park Plans Package					
5. Drainage Plans	4	8	13	17	42

EBO FORM 1
SCHEDULE OF SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

Name of Proposer: Mechling Engineering & Consulting, Inc.
 Project Title: Professional Design Services for Winton Drive Landfill Redevelopment
 Proposal Number: P-12-19 Total Basic Proposal Amount (if applicable): \$135,191.99

*Please list all JSEBs first

Full Company Name	JSEB Category (African-American, Women, Asian, Native American, Non-MBE or Hispanic) Non-MBE	Type of Work to be Performed Engineering, Permitting, Closure Report	Total Contract Value or Percentage
Mechling Engineering & Consulting, Inc.			\$75,506.02

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	
Non-MBE Participation Total	\$75,506.02

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: 

Title: President Date: June 24, 2021

Print Name: Mark Mechling



City of Jacksonville, Florida

Lenny Curry, Mayor

Department of Public Works
214 N. Hogan St., 10th floor
Jacksonville, FL 32202
(904) 255-8786
www.coj.net

ONE CITY, ONE JACKSONVILLE

June 29, 2021

TO: Gregory W. Pease, Chairman
Professional Services Evaluation Committee

THRU: John P. Pappas, P. E. *[Signature]*
Director

FROM: William J. Joyce, P. E. *[Signature]*
Director of Operations

Robin G. Smith, P.E. *[Signature]*
Chief, Engineering and Construction Management

SUBJECT: P-40-16 Master Stormwater Management Plan (MSMP) Program Management Services-
Annual Contract
Contract No. 6354-16 Amendment 9

Professional engineering services are needed provide a conceptual plan for stormwater management for the Dunn Creek Drainage Improvements. Negotiations with the consultant have resulted in the Attached Scope of Services, Exhibit Q and Fee Summary, Exhibit R. There is no rate increase associated with this amendment. CDM Smith, Inc. is committed to meeting the 15% JSEB participation goals established for this contract.

Accordingly, this is to recommend that Contract No. 6354-16, originally executed June 23, 2017, between the City of Jacksonville and CDM Smith Inc. for Master Stormwater Management Plan (MSMP) Program Management Services- Annual Contract be amended to incorporate the attached Scope of Services, Exhibit Q and Fee Summary, Exhibit R to add a new lump sum amount for Dunn Creek Drainage Improvements in the amount of \$228,541.24, thereby increasing the maximum indebtedness to the City by \$228,541.24 to a new limit of \$735,854.82. All other terms and conditions of the Agreement remain unchanged.

Funding is as follows:

ACCOUNTS:		TOTAL
010144		
PWEN DSR Cap't Imp. Flood Control SW Mgmt		
565050		
1		
44102-381920		
\$228,541.24		\$228,541.24

JPP/lw

Attachment: Exhibits Q & R

cc: Lori A. West, Engineering and Construction Management

[Handwritten initials]

APPROVED

CITY OF JACKSONVILLE
MASTER STORMWATER MANAGEMENT
PLAN PROGRAM MANAGEMENT SERVICES
6354-16

John M. Bayten
June 10, 2021

March 19, 2021

**AMENDMENT NO. 9
DUNN CREEK DRAINAGE IMPROVEMENTS CONCEPTUAL PLAN**

This Amendment, when executed, shall be incorporated in and become part of the Agreement for Professional Services between the City of Jacksonville (CITY), and CDM Smith Inc. (ENGINEER), dated June 23, 2017 hereafter referred to as the Contract.

PROJECT BACKGROUND

The CITY conducted a major update to their 1992 Master Stormwater Management Plan (MSMP) in 2011 and updated the tributary stormwater models in 2013. Since that time, the CITY has continued to develop and implement capital improvement projects. The 1992 and 2011 MSMP documents considered combined rainfall and tidal flooding to most accurately define flooding and solutions. The current contract includes services related to update, refinement, and maintenance of the CITY's MSMP.

Since the 2013 update, the CITY has provided support to Jacksonville consultants, contractors, developers, and surveyors by distributing MSMP information and providing interpretation of MSMP data. As the CITY's Stormwater consultant, ENGINEER has become the keeper of this data and routinely provides access to the data as directed by the CITY.

Original Contract– The contract included development of a design criteria package and a grant application for the Doeboy Regional Stormwater Facility.

Amendment No. 1 – Amendment No. 1 includes preliminary design services related to development of stormwater treatment facilities for the Arlington area. The amendment includes modifying the existing stormwater model to include the proposed facility, quantifying water quality and quantity impacts, and preparing a cost estimate.

Amendment No. 2 – Amendment No. 2 includes services to maintain the MSMP data sets and models and distribute them to third parties at the CITY's direction on an as-requested basis.

Amendment No. 3 – Amendment No. 3 extended the contract timeline to June 21, 2021

Amendment No. 4 – Amendment No. 4 includes support for the City Community Rating System (CRS) 5-year audit and recertification.

Amendment No. 5 – Amendment No. 5 includes services to provide SWMM modeling services and interpretation of results in response to requests from the CITY for alternative analysis.

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Amendment No. 6 – Amendment No. 6 revalidates the stormwater utility rate and documents the methodology in a technical memorandum.

Amendment No.7 – Amendment No. 7 reviews the countywide list of MSMP projects and updates project information based on 1) re-prioritization of the CITY’s level of service goals for flood control, water quality, and operation and maintenance, 2) updates estimated project costs based on CPI index, 3) determines ability of the proposed project to be implemented based on current land availability.

Amendment No. 8 – Amendment No. 8 includes support to complete annual recertification reporting for the City’s Community Rating System.

Amendment No. 9 – Amendment No. 9 includes a conceptual plan for stormwater management in the three project areas containing 19 known drainage concerns described in Task 9.3 below.

SCOPE OF WORK

The following is a description of the services to be provided under this Amendment, when authorized.

TASK 1 - DOEBOY REGIONAL STORMWATER FACILITY

There are no changes to this task.

TASK 2 - ARLINGTON OED STORMWATER MASTER PLAN

There is no change to this task.

TASK 3 - ARLINGTON OED MEETINGS, PROJECT MANAGEMENT AND QUALITY CONTROL

There is no change to this task.

TASK 4 - MODELING OF MCCOY’S CREEK ALTERNATIVES

There is no change to this task.

TASK 5 - AS-NEEDED ENGINEERING SERVICES FOR MSMP MODELING QUERIES

There is no change to this task.

TASK 6 - STORMWATER UTILITY FEE UPDATE 2020

There is no change to this task.

TASK 7 - MASTER STORMWATER MANAGEMENT PLAN UPDATE 2021

There is no change to this task.

TASK 8 - COMMUNITY RATEING SYSTEM UPDATE 2021

There is no change to this task.

TASK 9 - DUNN CREEK STORMWATER IMPROVEMENTS - CONCEPTUAL PLAN
TASK 9.1 –MEETINGS

ENGINEER will conduct up to four meetings as outlined below:

ENGINEER will conduct one initial preliminary concept meeting with the CITY to discuss prioritization of the CITY’s level of service goals for flood control, and for operation and maintenance. A meeting summary will be developed to document decisions and discussions at this preliminary concept meeting.

ENGINEER will participate in one public meeting hosted by the CITY to receive input on the history of specific problem areas from the residents in the project areas. This task will include participation at one public meeting up to two hours long with appropriate presentation materials. Feedback from residents at the meeting will be captured in annotated maps of the project area.

ENGINEER will attend one final concept meeting with the CITY to review concept design plans developed in Task 9.3. CITY will provide feedback on proposed conceptual design and potential interaction with other City projects.

ENGINEER will coordinate with the St. Johns River Water Management District (SJRWMD) concerning stormwater management requirements. A meeting summary will be provided documenting decisions and discussions from this meeting.

TASK 9.2 – TOPOGRAPHIC SURVEY AND GEOTECHNICAL EVALUATION

ENGINEER will contract with qualified subconsultants to provide the following information:

- Geotechnical Investigation: Geotechnical services will be limited to hand-auger soil borings for the purposes of estimating seasonal high water table elevations as determined by the ENGINEER to support the drainage improvements project. Up to 12 hand augur boring have been budgeted.
- Topographic Survey: ENGINEER will subcontract a FL licensed professional land surveyor to perform the topographic survey in the areas known to have drainage concerns. The survey will establish the flow, edge of roadway, and roadway elevations at the low points. Finish floor elevations at the known property owner complaint locations will be estimated using LIDAR and the assumption that FFE is 1 ft higher than the lowest adjacent grade. Horizontal datum shall be referenced to State Plane Coordinates (NAD 83/2011) for the State of Florida and vertical datum shall be referenced to NAVD 1988 from a published governmental Benchmark.

TASK 9.3 –EVALUATIONS AND CONCEPTUAL DESIGN SUBMITTAL

Based on the public meeting held on April 29, 2021, ENGINEER has identified three project areas (e.g., North, Central and South) containing 19 drainage concerns as shown on Figure 1 and in Table 1 which are candidates for additional drainage analysis:

Table 1 Project Areas and Known Problems

Area	Problem ID	Problem Type	Description
North	NA-1	Cross drain configuration	Cross drain higher on d/s end
North	NA-2	Stagnant/standing water	Investigate creating positive outlet
North	NA-3	Stagnant/standing water	Investigate creating positive outlet
North	NA-4	High flow	Neighbors noted that even when swales along Dunn Creek are low, there is significant water coming down Arends
North	NA-5	O&M	Existing ditch clogged with trees and clearing debris. Investigate potential drainage easement from KB homes.
North	NA-6	Crossing configuration	24" pipe inside 48" crossing. May be flow limited.
North	NA-7	Pipe condition	Pipes behind assisted living are deteriorating. History of cave-ins
North	NA-8	Major flooding	New Berlin and Dunn Creek Road
North	NA-9	Flooding	Church floods in relation to NA-8
Central	CA-1	Capacity	Driveway culverts and cross drains undersized; investigate conveyance improvements
Central	CA-2	Erosion	East side swale: erosion under fence from backyard; chemical sheen
Central	CA-3	Flooding/seepage	East side swale: inlets and pipes capture overland flow and seepage from slope (property raised 2.5 feet)
Central	CA-4	O&M	West side swale: floods, spreads on road, hydroplaning danger
Central	CA-5	Pond sizing	Pond undersized

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Area	Problem ID	Problem Type	Description
Central	CA-6	Routing	Investigate potential Sapp Road subdivision connection to Caney Branch
Central	CA-7	Flooding	Berm blocks drainage, investigate potential new swale
Central	CA-8	Capacity	Investigate extending pipe on Bardin all the way to intersection.
Central	CA-9	Capacity	Investigate adding overflow to creek connection
South	SA-1	Capacity	Investigate capacity of cross drains and ponds; investigate new outfall d/s of interconnected ponds

ENGINEER will use infrastructure and topographic data collected in Tasks 9.1 and 9.2 as well as MSMP documents, development plans obtained through SJRWMD and Florida Department of Transportation Plans (FDOT) to evaluate the 19 known areas with drainage needs.

After collecting available data, surveys, ENGINEER will prepare an existing drainage conditions map. Using the existing documents and data collected in Task 9.2, ENGINEER will determine the approximate tributary areas, determine where additional information is required, identify areas of concern, perform preliminary stormwater quantity calculations, and approximate stormwater facilities. ENGINEER will extend the MSMP models with the acquired survey data and infrastructure information, as well as update the models with the latest land use data available from SJRWMD (likely 2014 land use: possibly 2020 land use, currently under development at SJRWMD). ENGINEER will add up to 40 subcatchments to the model, 80 nodes, and 100 links.

ENGINEER will simulate the mean annual, 5-, 25-, and 100-year 24-hour duration design storm events and check against the CITY's level of service for local roads, evacuation routes, and structures. In addition, ENGINEER will simulate six future conditions (SCN) developed under the CITY Resiliency Plan. The simulations include future projected design storm rainfall depths and projected St Johns River 1-year tidal stillwater elevations under sea level rise (SLR) conditions:

SCN1: 2040 10-year/24-hour event (7.7 inches of rainfall) with tailwater elevation of 2.4 feet NAVD

SCN2: 2040 25-year/24-hour event (9.8 inches of rainfall) with tailwater elevation of 2.4 feet NAVD

SCN3: 2040 100-year/24-hour event (13.8 inches of rainfall) with tailwater elevation of 2.4 feet NAVD

SCN4: 2070 10-year/24-hour event (8.2 inches of rainfall) with tailwater elevation of 4.3 feet NAVD

SCN5: 2070 25-year/24-hour event (10.4 inches of rainfall) with tailwater elevation of 4.3 feet NAVD

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SCN6: 2070 100-year/24-hour event (15 inches of rainfall) with tailwater elevation of 4.3 feet NAVD

ENGINEER will develop stormwater management alternatives for the 3 areas (North, Central, and South) to address areas where level of service is not met. Alternatives may include storage, increasing outfall conveyance, intersection improvements, replacing or installing inlets and closed piping systems, or increasing the capacity of existing roadside conveyance. Each need will be designated as no recommended action, a candidate for a design-build project initiated by CITY, or a conceptual design requiring additional engineering and/or land acquisition.

ENGINEER will prepare a figure with proposed right-of-way impacts and needed acquisition, if necessary, based on the proposed alternatives. The figure will include Parcel ID and acreage of potential impacts. This list will be preliminary at a design concept submittal level.

The results of this task will be summarized in a draft report format to the CITY and a final report after review by the CITY which will include the following:

- Brief project background of existing conditions and area drainage issues
- Summary of the drainage assumptions and methods used
- Summary in table format of the needed easements
- Summary of the anticipated environmental impacts
- Summary of required permits from the Water Management District
- Summary of utility impacts (if determined)
- Conceptual drainage area layout of existing and proposed improvements. All existing and proposed structures will be labeled. Alternatives will follow COJ standards and the CITY's Land Development Manual.
- Updated MSMP model and water surface elevation tables will be provided for proposed condition alternatives.
- Alternative matrix summarizing each planned improvement with opinion of probably construction cost for each improvement for the 3 areas (North, Central and South) and recommendation for no action, design criteria package development, or additional design.
- Cost estimate for each alternative utilizing unit costs coordinated with the CITY. A five-year cost escalation will be included for planning purposes.
- Meeting minutes will be included as part of an attachment to the report

TASK 9.4 – PROJECT MANAGEMENT AND QUALITY MANAGEMENT

Under this task, ENGINEER will perform project administrative activities including project set-up, internal management/administration, internal coordination, internal and client communication, status/schedule update, and final closeout.

EXHIBIT Q

These activities will help keep the project on schedule, allow updates and communication with the CITY to take place on a continuous basis, and allow potential scope, budget, or schedule creep to be identified early and addressed immediately. ENGINEER will prepare monthly invoices by task for work completed on this project and submit to the CITY.

BASIS OF ESTIMATE

The following have been used to develop this Scope of Work and the associated budget:

- Budgeted meetings include: one public meeting, one meeting with O&M staff, and one pre-application meetings.
- Geotechnical investigation includes up to 12 hand augur borings.
- Refer to Subcontractor’s surveying scope and fee for locations of survey data.
- Underground utilities survey is not part of this estimate. Proposed alternatives will seek to minimize utility conflicts.
- This scope is for a conceptual design for stormwater management in the project area. Alternatives will follow COJ standards and the City’s Land Development Planning Manual.
- Roadway transportation design is not part of this estimate or scope.
- Jurisdictional Wetland Survey is not part of this estimate or scope, National Wetland Inventory (NWI) coverage will be used to estimate environmental impacts.
- Finished floor elevations will be estimated based on LIDAR coverage + 1ft. One finished floor elevation will be obtained by survey at the west end of Arends Road.
- Underground utilities survey is not part of this estimate or scope. Potential utility conflicts will be identified using the JEA GIS coverage of existing infrastructure.

DELIVERABLES SUMMARY

Task	Description	Format
Task 9.1	Preliminary Concept Meeting with the CITY	Meeting Summary in electronic (*.pdf) format.
	Public Meeting	Annotated maps of project area
	Final Concept Meeting with the CITY	Meeting Summary in electronic (*.pdf) format.
	Coordination with Water Management District	Meeting Summary in electronic (*.pdf) format.

Task	Description	Format
Task 9.3	Design Concept Submittal	Report (draft and final) in electronic (*.pdf format); SWMM model files

TIME OF COMPLETION/SCHEDULE

It is anticipated that the work will take 6 months to complete, starting within two weeks of receipt of a formal notice to proceed (NTP). The deliverables associated with Task 9 will be provided based on the preliminary schedule below. ENGINEER will prepare an updated detailed schedule within the first thirty (30) calendar days after Notice to Proceed

Preliminary Concept Meeting	Pre NTP
Public Meeting	Pre NTP
Final Concept Meeting	Within 10 days of completion of Task 9.3 (but subject to CITY staff availability)
Coordination with the Water Management District	Within ten weeks of project start
Survey and Geotechnical Data Collection	Begin within 30 days of project start
Design Concept Submittal Report	Draft within 120 days of survey completion and final within 21 days after receipt of CITY's review comments or approval

COMPENSATION AND PAYMENT

ENGINEER will complete the services in the Tasks listed above in this Amendment No. 9 on a lump sum basis for **\$228,541** as shown in Exhibit P. The ENGINEER will prepare monthly invoices by task for work completed on this project and submit them to the CITY. Invoices will be accompanied by project status reports describing the work performed during the invoicing period.

- Task 1 – MEETINGS: \$17,809
- Task 2 – TOPOGRAPHIC SURVEY AND GEOTECHNICAL EVALUATION: \$91,973
- Task 3 – EVALUATIONS AND DESIGN CONCEPT SUBMITTAL: \$98,463
- Task 4 – PROJECT MANAGEMENT AND QUALITY: \$20,296

The total amended value for this Contract, including Amendment No. 9 is \$735,855.



SMITH SURVEYING GROUP

Formerly

R.E. Holland & Associates, Inc.

Revised May 27, 2021
May 12, 2021

Dominique Rudajev, PE
CDM Smith
2002 N. Lois Ave Suite 200
Tampa, Florida 33607

Re: Dunn Creek and Caney Branch Stormwater Topographic Surveying

Dear Dominique:

Pursuant to your request and on behalf of the firm, we are pleased to submit our proposal for our services on the above referenced project. We are confident that our survey product will be an asset to your design activities. Based on a telephone conversation, a review of our records and a personal walk over of the site, we are pleased to offer the following scope of work and fee proposal for your review and approval:

SCOPE OF SERVICES

Task 1: COJ New Berlin Dunn's Creek Topographic Survey MAP 1

- Location and elevations on 200 foot cross sections of ditches, including mapping of top of banks.
- Location of all structures including pipe inverts, sizes and top of silt elevation and water elevation if present.
- Topographic survey will include apparent Right of Way to Right of Way and 10 feet outside.
- CDM Smith is responsible for access to private properties.(see attached map
- Field estimate of Structures to detail is 136 +/-

Field Crew - 120hrs @ \$165/hr..... \$ 19,800.00

CADD Tech - 68hrs @ \$110/hr..... \$ 7,480.00

Project Management - 6hrs @ \$165/hr..... \$ 990.00

Task 2: Dunn's Creek Elmar Rd. Topographic MAP 2

- Location and elevation on 200 foot cross sections of ditches, including mapping of top of banks.
- Location of all structures including pipe inverts, sizes and top of silt elevation and water elevation if present.
- Topographic survey will include apparent Right of Way to Right of Way and 10 feet outside.
- CDM Smith is responsible for access to private properties.(see attached map)

- Field estimate of Structures to detail is 95 +/-
- Field Crew - 152hrs @ \$165hr..... \$25,080.00
- CADD Tech - 90hrs @ \$110hr..... \$ 9,900.00
- Project Management - 10hrs @ \$165hr..... \$ 1,650.00

Task 3: Farm Road east of Dunn Creek Rd

- Survey along the approximate 1,900 LF of ditch, from the south edge of pavement of Farm rd. to the south R/W of Farm Rd.
- Location and elevation on 200 foot cross sections of ditches including mapping of top of banks.
- Location of all structures including pipe inverts, sizes and top of silt elevation.
- CDM Smith is responsible for access to private properties.(see attached map)
- Field Crew - 38hrs @ \$165hr..... \$ 6,270.00
- CADD Tech - 20hrs @ \$110hr..... \$ 2,200.00
- Project Management - 4hrs @ \$165hr..... \$ 660.00

Total Estimated Fee

\$ 74,030.00

Deliverables will be a Topographic and Tree Survey, CADD file per the CADD requirements as received from Hazen and Sawyer. Horizontal datum shall be referenced to State Plane Coordinates (NAD 83/2011) for the State of Florida and vertical datum shall be referenced to NAVD 1988 from a published governmental Bench Mark.

Tree identifications performed in conjunction with a request for tree locations will be identified as to species to the best of our knowledge and belief; however, Smith Surveying Group, LLC will assume no liability, expressed or implied, for the correctness of said species identification.

We anticipate delivery of the preliminary product within 90-120 days from receipt of written Notice To Proceed, weather and site conditions permitting. Final deliverables shall be two (2) signed and sealed prints, and an electronic drawing file, if requested. Additional sealed copies may be furnished at a nominal charge, if requested. We are ready to begin our services immediately upon receipt of Notification to Proceed. Our fees for the above services will be as noted on the attached man hour estimate; estimated fees will not be exceeded without prior written authorization from the CLIENT. We shall invoice you on a monthly progressive billing cycle for the to-date percent complete and we will expect full payment for each monthly invoice within 10 days from the date of the respective invoice.

This scope of work is for a "one time" performance of the services as outlined herein; any survey points

EXHIBIT Q

that are destroyed or lost due to construction activities, vandalism, acts of God, etc. that require replacement shall be replaced at CLIENT's expense and upon your authorization. Should the scope of work be changed by CLIENT either in writing or verbally, CLIENT agrees to pay Smith Surveying Group, LLC for any additional work involved in said changes at our Standard Billing Rates, unless a supplemental contract is agreed to and executed by both parties prior to the commencement of the changes. In the event all or a portion of the work prepared or partially prepared by our firm be suspended, abandoned, or terminated by CLIENT or others, CLIENT shall pay Smith Surveying Group, LLC for all fees, charges and services provided for the project, not exceeding any contractual limits specified herein.

Smith Surveying Group, LLC will not be liable for damages resulting from the actions or inactions of any regulatory or governmental agencies, and shall only act as an advisor on behalf of CLIENT in all governmental relations. All original papers, documents and all work product and copies thereof, produced as a result of or incidental to this contract shall remain the property of Smith Surveying Group, LLC CLIENT agrees to grant us the right to assign without notice this agreement or any part thereof as we shall deem necessary for the completion of this project. We agree not to unreasonably damage the subject property, but CLIENT agrees to grant Smith Surveying Group, LLC the right to cut bushes and trees and to remove other objects interfering with our work as necessary in the performance of our work.

CLIENT further agrees that the standard of care for Smith Surveying Group, LLC's performance under this contract shall be the ordinary and reasonable duty and care associated with this type of work in the community of Jacksonville, Florida and that the proper venue for litigation of any cause of action hereto shall be that court of jurisdiction in Jacksonville, Florida. Should litigation be necessary to enforce any term of this agreement or any cause of action related thereto, then all litigation and collection expenses, witness fees, court costs and reasonable attorney's fees for Smith Surveying Group, LLC shall be paid by the addressee. It is further understood and agreed that this contract is between Smith Surveying Group, LLC and the addressee only, and payment to Smith Surveying Group, LLC shall not be contingent on payment(s) from a third party.

This agreement supersedes any prior agreement, either expressed or implied, between the parties and that the terms and conditions stated herein constitute the full and complete agreement between the parties and no change or amendment thereof shall be effective except as agreed to in writing by both parties. If the above conditions are acceptable to CLIENT, please indicate your acknowledgment and agreement by executing this proposal in the space provided below.

Once again, we appreciate this opportunity to submit this proposal to you and we look forward to hearing from you in the near future. If you have any questions, please do not hesitate to call me personally.

Smith Surveying Group, LLC



Tom Smith, PSM
President

Accepted By: _____
Printed Name: _____
Date: _____



**City of Jacksonville
Dunn Creek and Caney Branch
Stormwater Infrastructure**

- Property Parcel
- FEMA 100-year Floodplain
- Open Conveyance
- Inlet
- Manhole
- Closed Conveyance
- == Culvert
- Control Structure
- Endwall
- Outfall

1 inch = 200 feet

0 100 200 400 Feet

CDM
Smith

DUNN CREEK CRESTWAY 2500 2. NEW BERLIN RD 3600 3. DUNN CRK Rd 4900 11.000 LF ALL STRUCTURES TOP UNWRAT 1/4" PER 5.255 AND NOTE SITUATION 1' BELOW OF S/C/ R/L + 10' G.O. T.P.

City of Jacksonville
Dunn Creek and Caney Branch
Stormwater Infrastructure
Lanier Road Area

Property Parcel

FEMA 100-year Floodplain

Open Conveyance

- Inlet
- Manhole

Closed Conveyance

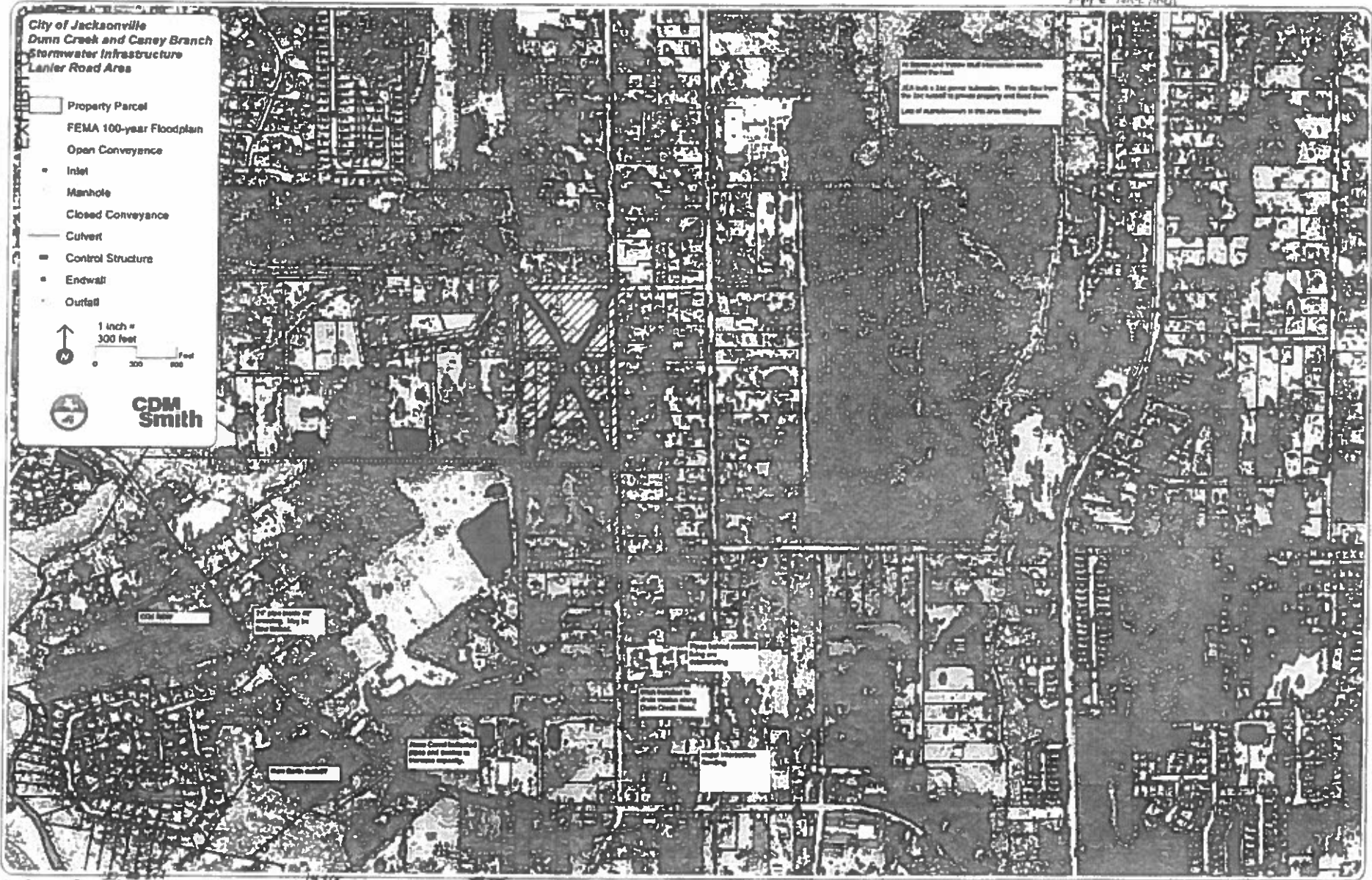
Culvert

- Control Structure
- Endwall
- Outfall

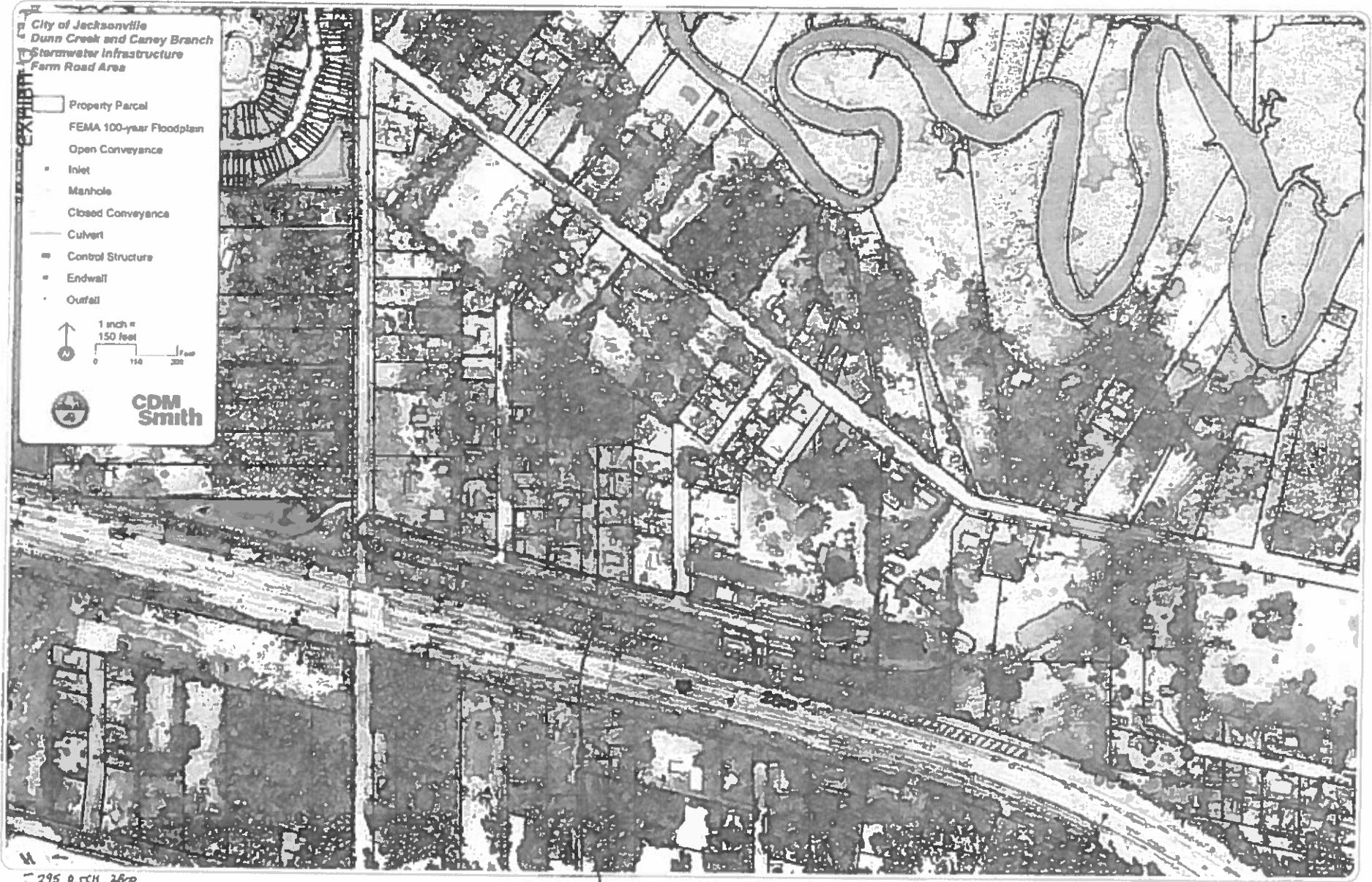
1 inch = 300 feet

0 300 600 Feet

All structures and conveyance shall conform with the Florida Building Code. The site shall have the lot covered to ground property and flood zone. All of developments in the area meeting the



1. Description of the 100-year floodplain and stormwater infrastructure in the Lanier Road area. The map shows the 100-year floodplain and stormwater infrastructure in the Lanier Road area. The map shows the 100-year floodplain and stormwater infrastructure in the Lanier Road area.



295 0 FCH 2670

FARM RD. DITCHES/OUTFALL ONLY

May 12, 2021

Dominique H. Rudajev, PE
CDM Smith
2002 North Lois Avenue, Suite 200
Tampa, Florida 33607

Subject: Proposal for Geotechnical Exploration Services
Dunn Creek Drainage Improvements
Jacksonville, Florida
MAE Proposal No. 013921

Dear Ms. Rudajev:

MESKEL & ASSOCIATES ENGINEERING, PLLC (MAE) is pleased to present this proposal to provide the geotechnical exploration and engineering services for the subject project. We were provided with maps of the project area that were prepared by CDM Smith.

Based on our discussions, we understand that the project will include stormwater drainage improvements to the area of Dunn Creek in Jacksonville, Florida. Specifically, the proposed improvement areas include:

- Tom Marshall Park,
- The intersection of New Berlin Road and Dunn Creek Road,
- Dunn Creek Cemetery Road west of Dunn Creek Road,
- Farm Road, east of Dunn Creek Road,
- Catherine Collins Lane between Dunn Creek Road and Dunn Creek, and
- JEA Easement near Leafdale Circle North.

Our requested scope of work is to advance auger borings at 2 locations within each of the 6 drainage areas. These locations will be chosen by CDM. The purpose of the augers is to estimate the seasonal high groundwater level. These estimates will be made provided the soil markers typically observed to help estimate the seasonal high level are present. Sometimes these markers are not present due to previous construction activity that can destroy them. In these cases, we rely more on time of year and the depth of the current groundwater level, as well as review of historical data such as the USDA Soil Survey.

The auger borings will be advanced a hand-held bucket auger in general accordance with ASTM D-1452. Once the auger borings are complete, they will be backfilled with soil cuttings.

The recovered soil samples will be described in the field by the field crew. The field logs and samples will be delivered to our laboratory where the logs will be reviewed, and the samples classified by a geotechnical engineer. If necessary, soil classification tests will be assigned to samples to confirm their classification.

A geotechnical engineer, licensed in the State of Florida, will direct the geotechnical exploration. The results of the exploration will be documented in a report that will include the following:

- Our understanding of the planned construction,
- The observed site conditions, such as topography, surface vegetation, etc. as they relate to the anticipated construction,

PROPOSAL AUTHORIZATION
For Geotechnical Services
Dunn Creek Drainage Improvements
Jacksonville, Florida
MAE Proposal No. 013921

Billing Information:

Company Name: _____
Attention: _____
Company _____
Address: _____
Phone No.: _____ Email: _____

Project Contact Name: _____
(if different than above)

Additional Reports: Please List Below Any Additional Parties To Receive Reports.

1. _____

No. of Reports Required: _____

2. _____

No. of Reports Required: _____

NOTE: Our fee includes submittal of an electronic copy for each report. If bound paper copies are requested, the client will be charged \$50 for each additional copy.

MAE invoices should be received by you by the _____ of each month (date required for your processing)

The Client representative named below has read the General Conditions that are attached and made a part of this proposal, and agrees to be bound to the terms of the General Conditions.

Name: _____ Title: _____

Signature: _____ Date: _____

PROPOSAL DOCUMENT GENERAL CONDITIONS

Payment – Payment shall be due within 30 days after date of invoice.

Insurance – Mestek & Associates Engineering (MAE) maintains Commercial General Liability with limits of \$1,000,000 – per occurrence, \$2,000,000 general aggregate, \$2,000,000 products and completed operations aggregate. A certificate of insurance can be provided at your request evidencing such coverage. All subcontractors to MAE maintain Workers' Compensation. Employer's liability with limits of \$1,000,000 bodily injury by accident – each accident, \$1,000,000 bodily injury by disease – each employee, \$1,000,000 bodily injury by disease – policy limit. Workers Compensation coverage is in accordance with the Workers Compensation Law for the State of Florida

Professional Liability: MAE maintains Professional Liability with limits of \$2,000,000 each claim and \$3,000,000 aggregate. A certificate of insurance can be provided at your request evidencing such coverage.

Right-of-Entry – Unless otherwise agreed, Client will furnish right-of-entry on the property for MAE to make the planned borings, surveys, and/or exploration. MAE will take reasonable precautions to minimize damage to the property caused by its equipment and sampling procedures, but the cost of restoration or damage which may result from the planned operations is not included in the contracted amount.

Legal Jurisdiction – The parties agree that any actions brought to enforce any provision of this Agreement shall only be brought in a court of competent jurisdiction located in Jacksonville, Duval County, Florida.

Damage to Existing Man-made Objects – It shall be the responsibility of the Owner or his duly authorized representative to disclose the presence and accurate location of all hidden or obscure man-made objects relative to field tests, sampling, or boring locations. When cautioned, advised or given data in writing that reveal the presence or potential presence of underground or overhead obstructions, such as utilities, MAE will give special instructions to its field personnel. As evidenced by your acceptance of this proposal, Client agrees to indemnify and save harmless MAE from all claims, suits, losses, personal injuries, death and property liability resulting from unusual subsurface conditions or damages to subsurface structures, owned by Client or third parties, occurring in the performance of the proposed work, whose presence and exact locations were not revealed to MAE in writing, and to reimburse MAE for expenses in connection with any such claims or suits, including reasonable attorney's fees.

Limitation of Responsibility – Client hereby agrees to the fullest extent permitted by law the Consultant's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way relating to the project, the site, or this Agreement from any cause or causes including but not limited to the Consultant's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty shall not exceed the greater of the total amount paid by the Client for the services of the Consultant under this contract or \$50,000.00, whichever is greater.

Client and the Consultant agree that to the fullest extent permitted by law the Consultant shall not be liable to Client for any special, indirect or consequential damages whatsoever, whether caused by the Consultant's negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever.

To the fullest extent permitted by law, Client agrees to defend, indemnify, and hold Consultant, its agents, subcontractors, and employees harmless from and against any and all claims, defense costs, including attorneys' fees, damages, and other liabilities arising out of or in any way related to Consultant's reports or recommendations concerning this Agreement, Consultant's presence on the project property, or the presence, release, or threatened release of asbestos, hazardous substances, or pollutants on or from the project property, provided that Client shall not indemnify Consultant against liability for damages to the extent caused by the negligence or intentional misconduct of Consultant, its agents, subcontractors, or employees

Use of Documents – All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code

developed in the development of application code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

PURSUANT TO FLORIDA STATUTES SECTION 558.0035 (2013) AN INDIVIDUAL EMPLOYEE OR AGENT OF MAE MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

Sampling or Testing Location – Unless specifically stated to the contrary, the fees included in this proposal do not include costs associated with professional land surveying of the site or the accurate horizontal and vertical locations of tests. Field tests or boring locations described in our report or shown on our sketches are based on specific information furnished to us by others or estimates made in the field by our technicians. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the report.

Sample Handling and Retention – Generally test samples or specimens are consumed and/or substantially altered during the conduct of tests and MAE, at its sole discretion, will dispose (subject to the following) of any remaining residue immediately upon completion of test unless required in writing by the Client to store or otherwise handle the samples. (a) NON HAZARDOUS SAMPLES: At Client's written request, MAE will store test samples and specimens, or the residue thereof for ninety (90) days after submission of MAE's report to Client free of storage charges. After the initial 90 days and upon written request, MAE will store test specimens or samples for a mutually acceptable storage charge and period of time. (b) HAZARDOUS OR POTENTIALLY HAZARDOUS SAMPLES: In the event that samples contain substances or constituents hazardous or detrimental to human health, safety or the environment as defined by federal, state or local statutes, regulations, or ordinances ("Hazardous Substances" and "Hazardous Constituents", respectively), MAE will, after completion of testing and at Client's expense: (i) return such samples to Client; (ii) using a manifest signed by Client as generator, will have such samples transported to a location selected by Client for final disposal; Client agrees to pay all costs associated with the storage, transport, and disposal of such samples. Client recognizes and agrees that MAE is acting as a Bailee and at no time does MAE assume title of said waste.

Discovery of Unanticipated Hazardous Materials – Hazardous materials or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. MAE and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. MAE and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for MAE to take immediate measures to protect health and safety. MAE agrees to notify Client as soon as practicable should unanticipated hazardous materials or suspected hazardous materials be encountered. Client encourages MAE to take any and all measures that, in MAE's professional opinion, are justified to preserve and protect the health and safety of MAE's personnel and the public. Client agrees to compensate MAE for the additional cost of working to protect employees' and the public's health and safety. In addition, Client waives any claim against MAE, and agrees to defend, indemnify and save MAE harmless from any claim or liability for injury or loss arising from MAE's discovery of unanticipated hazardous materials or suspected hazardous materials. Client also agrees to compensate MAE for any time spent and expenses incurred by MAE in defense of any such claim, with such compensation to be based upon MAE's prevailing fee schedule and expense reimbursement policy relative to recovery of direct project costs.

Force Majeure – MAE shall not be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, acts of God, act or omission of subcontractors, carriers, client or other similar causes beyond its control.

CONTRACT FEE SUMMARY FORMAT FOR ENGINEERING DIVISION				
CITY OF JACKSONVILLE, FLORIDA				
MSMP PROGRAM MANAGEMENT SERVICES				
PART I - GENERAL				
1. Project		Proposal Number		
MSMP: Program Management Services - Am9 Dunn Creek Drainage Improvements		6354-16		
3. Name of Consultant		Date of Proposal		
CDM Smith Inc.		5/28/2021		
PART II - LABOR RELATED COSTS				
	Hourly Rate	Estimated Hours		TOTAL
5. Direct Labor				
Officer/Technical Expert	82.00	44	\$	3,608.00
Principal / Associate / Project Manager	69.00	332	\$	22,908.00
Senior Professional	55.00	60	\$	3,300.00
Project Engineer II / GIS Specialist III	45.00	308	\$	13,860.00
Project Engineer I / GIS Specialist II	38.00	106	\$	4,028.00
Sr. GIS Specialist/Designer	45.00	-	\$	-
GIS Specialist I / Drafter/Technician	32.00	-	\$	-
Clerical	23.00	28	\$	644.00
Staff Support Services	31.00	24	\$	744.00
TOTAL DIRECT LABOR	54.00	902	\$	49,092.00
6. Overhead (Combined Fringe Benefit & Administrative)				
Overhead Rate	170.2% x Total Direct Labor			\$ 83,554.58
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				\$ 132,646.58
8. PROFIT: Labor Related Costs (Item 7)			10% x	\$ 13,264.66
PART III - OTHER COSTS				
9. Miscellaneous Direct Costs				
Transportation, Per Diem and Equipment				
Presentation Boards				
Reproduction				
MISCELLANEOUS DIRECT COSTS SUB-TOTAL			\$	1,000.00
10. SUBCONTRACTS (Lump Sum)				
Survey - Tom Marshall Park (North Project Area)			\$	28,270.00
Survey - Dunn Creek Rd (Central Project Area)			\$	36,630.00
Survey - Farm Road (South Project Area)			\$	9,130.00
Geotechnical			\$	7,600.00
SUB-CONTRACT SUB-TOTAL			\$	81,630.00
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)			\$	228,541.24
11. REIMBURSABLE COSTS (Limiting Amount)				
SUB-TOTAL REIMBURSABLES			\$	-
PART IV - SUMMARY				
TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables)			\$	228,541.24
12. PRIOR CONTRACT AMOUNT			\$	507,313.58
AMENDED AMOUNT OF CONTRACT			\$	735,854.82

EBO FORM I
SCHEDULE OF SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

Name of Proposer: CDM Smith Inc.

Project Title: Master Stormwater Management Plan Program Management Services – Am9 MSMP Dunn Creek Drainage Improvements Conceptual Plan

Proposal Number: 6154-16 Total Base Proposal Amount (if applicable): \$228,541

***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
Smith Surveying Group, LLC		Survey	\$74,030 (32%)
Meskel and Assoc. Engineering		Geotechnical	\$7,600 (3%)

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	
Non-MBE Participation Total	\$ 81,630

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: Lisa M Sterling Title: Associate Date: June 25, 2021

Print Name: Lisa M. Sterling



City of Jacksonville, Florida

Lenny Curry, Mayor

Department of Public Works
Solid Waste Division
1031 Superior Street
Jacksonville, FL 32254
(904) 255-7500
www.coj.net

ONE CITY. ONE JACKSONVILLE.

June 24 2021

TO: Greg Pease, Chief, Procurement Division

THRU: John Pappas, P.E., Director, Department of Public Works

From: Jeffrey S. Foster, P.G, SW Environmental Engineer Manager
Will Williams, Chief, Solid Waste Division

SUBJECT: CDM Smith, Inc. Amendment #19
Trail Ridge Landfill Expansion Permitting and Design
Contract No. 6354-13, P-07-10
Account No. POETA 001404.PWSW.565031.4.43105-384020
(PWSW44K-069505-SW005-06)

27/03/2021 12:26:17
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John Pappas
Jeffrey S. Foster

Amendment #19(A) is needed to fund the materials testing and engineering QA/QC oversight required for the construction contractor's (APTIM) work to install the landfill gas leachate evaporator system at the Disposal Unit 6 portion of the landfill that is required as part of the solid waste permit for the landfill gas system installed as part of Amendment 18. Amendment #19(B) includes activities to prepare and submit the yearly financial assurance documents and forms to the Florida Department of Environmental Protection for the Closure and Long Term O&M costs due in September of 2021.

The Solid Waste Division is requesting approval of Amendment #19 (two parts A and B); 1) the Scope of Work for part 19A is contained in Exhibit AP and as detailed in the Contract Fee Summary contained in Exhibit AQ in the amount of \$547,200.00, and 2) the Scope of Work for Part 19B is contained in Exhibit AR and as detailed in the Contract Fee Summary contained in Exhibit AS in the amount of \$20,000.00. The current contract amount for the base contract and Amendments 1 through 18 is \$11,076,330.00. Approval of Amendment #19 in the total amount of \$567,200.00 will bring the maximum indebtedness to the City's not to exceed amount of \$11,643,530.00. Sufficient funding is available in POETA account 001404.PWSW.565031.4.43105-384020. Nothing contained herein shall be amended, modified or otherwise revised without prior PSEC and Mayor's approval.

If there are any questions, please do not hesitate to contact me at this office (904) 381-8205. Please advise when this item will be placed on the agenda so a representative of DPW can attend.

JSF/jsf
Attachments

JS

11
" AMENDMENT 19A

EXHIBIT AP

AMENDMENT 19A to TASK AUTHORIZATION 6354-13

FOR

TRAIL RIDGE LANDFILL CLASS I CELL EXPANSION PROJECT

WETLAND MITIGATION, PSD AIR PERMITTING, OPERATING PERMITTING, AND WESTERN ACCESS ROAD DESIGN

This Authorization, when executed, shall be incorporated in and become part of the Agreement for Professional Services between the City of Jacksonville (OWNER), and CDM Smith Inc. (CONSULTANT), dated February 9, 2011 hereafter referred to as the Agreement.

PROJECT BACKGROUND

CONSULTANT will assist the OWNER with the design, permitting, and construction of a new Class 1 landfill facility (Phases 6-14) at the Trail Ridge Landfill (TRLF) site. The existing landfill has been developed via 5 stages of cell construction (Phases 1-5) over 20 years and is within 2-3 years of reaching capacity. CONSULTANT has completed the following work related to the TRLF Class I Cell Expansion Project.

Initial Authorization – Developed a Master Plan for the build out of the TRLF site. The Master Plan recommended three phases, Phases 6 through 8 (now numbered 6 through 14), for full site buildout and evaluated various options for the next cell construction, Phase 6 expansion. The initial authorization also initiated field data collection for design of the TRLF Expansion Project.

Amendment 1 – Developed permit application and supporting documentation for the TRLF Expansion Environmental Resource Permit (ERP).

Amendment 2 – Continued data collection and developed permitting plans and specifications for Phase 6A through 6E TRLF Expansion Florida Department of Environmental Protection (FDEP) Solid Waste Permit. Amendment 2 included conceptual stormwater modeling, development of methane gas management plan, geotechnical stability analysis, and ongoing hydro-geological modeling.

Amendment 3 – Authorized investigation of expansion of the on-site borrow pit for use in future landfill activities. This amendment was a partial authorization of the Amendment 3 activities at TRLF. The remaining activities were authorized under Amendment 4.

Amendment 4 – Authorized funding for the remaining work described and approved in Amendment 3, including continued design and permitting activities for Phases 6 through 14 with development of solid waste construction permit application and Phase 6 construction documents. This amendment also included bidding services.

Amendment 5 – this amendment is a continuation of the work begun under the previous four amendments to obtain the ERP and FDEP Solid Waste Construction Permits needed to construct Phases 6-14 of the Trail Ridge Landfill Expansion. This amendment included activities to apply for a major modification of the site's existing Prevention of Significant Deterioration (PSD) permit, renew the site's

solid waste operating permit, and design a new access road for operational traffic. CONSULTANT submitted and received the FDEP solid waste construction permit, operations permit, and 2014 financial assurances for the planned expansion area under this amendment.

Amendment 6 – this amendment authorized Engineering Services During Construction to support the TRLF Phase 6 Expansion Project. The amendment included conforming contract documents, holding a pre-construction meeting, conducting shop drawing review, issuing designer clarifications, addressing requests for additional information and providing resident project representation (RPR) for the project. These services were authorized through December 2015.

Amendment 7 – this amendment authorized design and permitting of a limerock construction access road from County Road 228 to Gilridge road. This road will provide access to the landfill and borrow areas for construction vehicles. This amendment also included intersection improvements to the perimeter road encircling Phases 1-5 of the existing landfill to facilitate re-routing of operations traffic to the new western access road. Re-routing of operations traffic is a key component of the construction sequence for the new Phase 6 cell.

Amendment 8 – this amendment authorized engineering services during construction for January 2016 through December 2016. Additionally, this scope includes activities to perform financial assurances reporting to the FDEP associated with the site Solid Waste Permit, and perform various monitoring and maintenance tasks associated with onsite mitigation areas to maintain compliance with the site Environmental Resource Permit (ERP).

Amendment 9 - this amendment authorized engineering services during construction for January 2017 through June 2017. Additionally, this scope includes activities to perform various monitoring and maintenance tasks associated with onsite mitigation areas to maintain compliance with the site Environmental Resource Permit (ERP).

Amendment 10 – this amendment authorizes a seepage analysis study of the borrow pit south of Landfill Phases 1-5 to improve dewatering activities and address erosion concerns.

Amendment 11 - this amendment includes activities to perform investigation and recommendation for pretreatment of the landfill leachate prior to disposal at the Buckman WWTP, due to interference with the WWTP UV disinfection process.

Amendment 12 - this amendment extended geotechnical conformance testing from August 2017 through October 2017.

Amendment 13 – this amendment extended engineering services during construction through June 2018 due to an extension of the construction schedule by the Contractor.

Amendment 14 – this amendment authorized design and permitting of the Phase 6 gas collection system.

Amendment 15 – this amendment authorized the design and permitting of the Phase 7 Cell Expansion and Engineering Services During Construction for closure activities on Phases 1-5.

Amendment 16 – this amendment authorized the preparation of the Title V Operations Permit renewal application and supporting documentation.

Amendment 17 – this amendment authorized the addition of the leachate evaporator to the Phase 6 gas collection system design.

Amendment 18 – this amendment authorized engineering services during construction for the Phase 6 horizontal gas collection wells.

SCOPE OF WORK

This scope of work for Amendment 19 is a continuation of the work begun under the previous amendments to design and construct the Phase 6-14 Trail Ridge Landfill Expansion. This scope includes activities to provide engineering services during construction for the Phase 6 gas blowers, flare, and leachate evaporator. The following is a description of the services to be provided under this Task Authorization. The non-sequential order of some tasks and subtasks listed below is a result of tasks either being authorized under previous amendments or the work is to be authorized as part of future amendments.

TASK 1 - KICKOFF MEETING

There is no change to Task 1. All work has been completed for this task.

TASK 2 - DATA COLLECTION AND REVIEW

There is no change to Task 2. All work has been completed for this task.

TASK 3 - TRLF EXPANSION LANDFILL CELL ALTERNATIVES DEVELOPMENT

There is no change to Task 3. All work has been completed for this task.

TASK 4 - ANALYSIS OF PHASE 6 CELL ALTERNATIVE LOCATIONS

There is no change to Task 4. All work has been completed for this task.

TASK 5 - INITIATE FIELD SITE INVESTIGATION

There is no change to Task 5. All work has been completed for this task.

TASK 6 - STORMWATER MODELING

There is no change to Task 6.

TASK 7 - PROJECT MANAGEMENT

Task 7 is amended as follows:

CONSULTANT will perform project management duties for the additional tasks described in Amendment 19. CONSULTANT will set up a project status report format, meetings schedule, schedule updates, and other activities required as part of the management of this project.

TASK 8 - WETLAND LONG TERM HYDRATION EVALUATION

There is no change to Task 8.

TASK 9 - FLOOD ELEVATION DETERMINATION

There is no change to Task 9.

TASK 10 - ENVIRONMENTAL RESOURCE PERMITTING

There is no change to Task 10.

TASK 11 - DESIGN AND PERMITTING

There is no change to Task 11.

TASK 12 - SOLID WASTE LANDFILL CONSTRUCTION PERMITTING

There is no change to Task 12.

TASK 13 - QUALITY ASSURANCE AND QUALITY CONTROL

There is no change to Task 13.

TASK 14 - ECONOMIC EVALUATION

There is no change to Task 14.

TASK 15 - PUBLIC INFORMATION PROGRAM ASSISTANCE

There is no change to Task 15.

TASK 16 - BIDDING SERVICES

There is no change to Task 16.

TASK 17 - GENERAL ENGINEERING SERVICES DURING CONSTRUCTION

Task 17 is amended to include the following tasks under Amendment 19:

Subtask 17.20 – Engineering Services During Construction for Phase 6 Flare and Leachate Evaporator
CONSULTANT will provide general services during construction associated with the installation of the blower, flare, and leachate evaporator associated with Trail Ridge Landfill.

Subtask 17.20.1 - Pre-Construction Conference

A Pre-Construction Conference will be held at the beginning of the construction. CONSULTANT will schedule the meetings, make physical arrangements for meetings, develop agenda, and distribute the agenda prior to meeting. CONSULTANT will provide appropriate team members to attend the meeting, prepare and distribute notes from the meeting.

Deliverable: Pre-Construction Meeting Notes

Subtask 17.20.2 - Monthly Progress Meetings

Monthly progress meetings will be held throughout the construction project. CONSULTANT will schedule meetings, make physical arrangements for meetings, prepare and distribute the agenda, preside over the meeting, and prepare and distribute notes of the meetings. It is anticipated that up to nine (9) monthly meetings will be held. CONSULTANT will provide appropriate team members to attend the meeting. Discipline engineers will only be present at monthly meetings when needed as construction progresses.

Deliverable: Monthly Progress Meeting Agenda an summary of major decisions

Subtask 17.20.3 - Review Shop Drawings, Samples, and Other Submittals

CONSULTANT will review and approve (or take appropriate action in respect of) shop drawings, samples, operation and maintenance (O&M) manuals, schedule of values, payment application format and other data (in accordance with Specifications) which Contractor is required to submit, but only for conformance with the information given in the contract documents and compatibility with the design concept of the completed project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, or procedures of construction or to safety precautions and programs incident thereto.

CONSULTANT will review up to twenty (20) original submittals and one (1) resubmittal for each original submittal by the Contractor. For budgeting purposes, 8 hours have been estimated for each original submittal, and 2 hours for each resubmittal.

CONSULTANT also estimates the leachate evaporator building and equipment will be submitted in up to four (4) shop drawing packages – long lead time items, large component fabrications, evaporator building, peripherals. For budgeting purposes, 40 hours have been estimated for each shop drawing package original submittal and 8 hours for each resubmittal.

Additional subsequent review by CONSULTANT of resubmittals is eligible for additional compensation. Review of Independent Testing Lab Results is covered separately.

Subtask 17.20.4 - Review of Independent Testing Lab Results

CONSULTANT will contract with a geotechnical and materials testing laboratory to conduct independent testing of Contractor's work. Contractor shall contact the testing laboratory to conduct the testing as needed throughout construction progress. CONSULTANT will witness the testing through the use of the Resident Project Representative (RPR). No additional time has been budgeted in this subtask for either the RPR or other CONSULTANT staff to witness the testing. CONSULTANT reserves the right to request additional compensation, should the Contractor complete the testing outside the standard 40-hour work week for the RPR.

CONSULTANT is responsible for the testing costs, including analysis and shipping (if needed). CONSULTANT reserves the right to request additional compensation, should the testing costs exceed the budget included in this Amendment. CONSULTANT will review the test results for conformance with Contract Documents.

CONSULTANT will review field test reports for conformance with project contract documents. Should Contractor fail to pass the independent test and retesting is required, the CONSULTANT is eligible for additional compensation to review retest results.

Subtask 17.20.5 - Evaluation of Substitutes

CONSULTANT will evaluate and determine the acceptability of substitutes and “or-equal” materials and equipment proposed by Contractor. Revisions to Drawings and Specifications as a result of acceptance of substitute materials or equipment (other than “or-equal” items) or evaluation of an excessive number of substitutes will only be performed pursuant to an amendment to this Agreement for additional compensation. The CONSULTANT will notify the OWNER of the Contractor’s intent for any material substitutions prior to CONSULTANTS review.

Subtask 17.20.6 - Site Visits and Observation of Construction Progress

CONSULTANT will make up to one site visit per month (total of 9 site visits) to observe the progress and quality of the executed work of the Contractor and to determine in general if such work is proceeding in accordance with the Contract Documents. During such visits and on the basis of on-site observations, CONSULTANT will keep OWNER informed of the progress of the work and will endeavor to determine in general if such work is proceeding in accordance with the Contract Documents. Additionally, during such visits and on the basis of such observations, CONSULTANT will disapprove or reject Contractor’s work while it is in progress if CONSULTANT believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. CONSULTANT will document the site visits with an e-mail to the CONSULTANT and OWNER’s Project Managers summarizing the observations, discussions, and/or decisions.

In addition to the above-detailed site visits, CONSULTANT will provide the services of an RPR at the site to assist CONSULTANT and to provide more continuous observations of such work. These services are detailed in Task 19.0.

Subtask 17.20.7 - Clarifications, Interpretations, and Field Orders

CONSULTANT will issue necessary clarifications and interpretations on technical matters of the Contract Documents as appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. CONSULTANT may issue Field Orders authorizing minor variations from the requirements of the Contract Documents. CONSULTANT will provide up to twenty (20) clarifications.

Subtask 17.20.8 - Change Orders

CONSULTANT will provide services in connection with preparing change orders to reflect changes to the construction project. This includes the review of change order proposals, development and issuance of Work Change Directives, and development and issuance of Change Orders for execution by OWNER. In addition, CONSULTANT will maintain lists of the potential change order items for the project. For budgeting purposes, it is assumed that up to one (1) change order will be developed incorporating up to ten (10) total work change directives.

Subtask 17.20.9 - Review of Applications for Payment

Based on CONSULTANT's on-site observations as an experienced and qualified design professional and on review of Applications for Payment and the accompanying data and schedules, CONSULTANT will prepare and submit to OWNER a recommendation for payment using the OWNER's standard forms for pay application requests. Approval of invoices will be by OWNER. For budgeting purposes, it is assumed that nine (9) total Applications for Payment will be processed.

Subtask 17.20.10 - Substantial Completion

Upon notification that the project is ready for its intended use, CONSULTANT and OWNER will conduct an inspection to determine if the project is substantially complete. CONSULTANT will develop a punch list of items related to the project and provide it to the Contractor. This task includes two (2) site visits for substantial completion, one to develop punch list and one to confirm punch list items have been completed prior to issuing substantial completion. Any additional site visits to confirm punch list items will require an amendment.

Subtask 17.20.11 - Final Inspection

CONSULTANT will conduct a final inspection to determine if the work has been completed in accordance with the Contract Documents. This will be done for the purpose of certifying final project completion as required by the Contract Documents. One final inspection is budgeted under this task.

Subtask 17.20.12 - Review of Contractor's Completion Documents

CONSULTANT will review all final documents submitted by Contractor, including contract drawings, shop drawings, application for substantial completion, all geotechnical and geosynthetic test reports, field conformance test results, and material warranties, and as-built survey documents in accordance with Contract Documents.

Subtask 17.20.13 - Preparation of Record Drawings

CONSULTANT will prepare record drawings showing the significant changes made during the construction process based on information furnished to CONSULTANT by the Contractor. CONSULTANT will provide the OWNER with electronic record drawings in PDF and AutoCAD format.

Subtask 17.20.15 - Submittal of Complete Project Documents to Owner

For record-keeping purposes, CONSULTANT will assemble all project documents and provide PDFs to OWNER at project closeout. This includes official correspondence, daily reports, meeting minutes, RFIs, submittals, project logs, field orders, work change directives, change orders, test results, submittals, applications for payment, and other applicable project documents. PDFs will be organized in folders based upon type of project document and provided on CD(s) to OWNER.

Subtask 17.20.16 - General Administration of Construction Contract

CONSULTANT will consult with and advise OWNER and act as OWNER's representative as provided in the Standard General Conditions. The extent and limitations of the duties, responsibilities, and authority of CONSULTANT as assigned in said Standard General Conditions shall not be modified. All of OWNER's instructions to Contractor will be issued through CONSULTANT, who will have authority to act on behalf of OWNER in dealings with Contractor to the extent provided in this Agreement and said Standard General Conditions. Under this task, CONSULTANT may issue communications to the Contractor

addressing clarifications and/or interpretations pertaining to administrative matters covered in the Standard General Conditions, addressing correction or acceptance of defective work, monitoring compliance with contract requirements for notification and coordination with OWNER's operations and other contractors, etc.

TASK 18 - SPECIAL SERVICES

There is no change to Task 18.

TASK 19 - RESIDENT PROJECT REPRESENTATIVE SERVICES DURING CONSTRUCTION

Task 19 is amended to include the following tasks under Amendment 19:

Subtask 19.2 - Resident Project Representative Services During Construction for Phase 6 Flare and Leachate Evaporator

CONSULTANT will provide full-time RPR services during the active project construction period to observe the performance of the Contractor's work. The RPR will be provided during the anticipated 9-month (270 day) project duration, with the first 2 months only requiring part-time RPR services. The level of work estimated is 1,280 labor-hours of RPR time (8 weeks * 20 hours/week plus 28 weeks * 40 hours/week). CONSULTANT reserves the right to request additional compensation, should construction extend beyond the hours budgeted in this proposal.

CONSULTANT's RPR will act as directed by and under the supervision of CONSULTANT, and will confer with CONSULTANT regarding his/her actions. The RPR's dealings in matters regarding the on-site work will in general be only with CONSULTANT and the Contractor, and dealings with subcontractors will only be through or with the full knowledge of the Contractor. Written communication with OWNER will be only through or as directed by CONSULTANT.

CONSULTANT's RPR will prepare daily reports, describing the general working conditions, areas of construction activity, types of construction activities, tests performed and special and unusual events. Daily reports will be provided to OWNER. The RPR will be responsible for implementation of the CQA Manual and coordination of the Quality Assurance Laboratory. The RPR will also be responsible for providing input and documentation to the EOR for preparing a final sealed certification report that will be submitted to the appropriate permitting agency. The RPR will record all field activities on the appropriate forms.

TASK 20 - NEW CELL GEOSYNTHETIC INSTALLATION QA/QC CONSTRUCTION SERVICES

There is no change to Task 20.

TASK 21 - BORROW PIT EVALUATION AND EXPANSION

There is no change to Task 21.

TASK 22 - MEETINGS, PROJECT MANAGEMENT AND QUALITY CONTROL

Activities performed under this task consist of those general functions required to maintain the project on schedule, within budget, and that the quality of the work products defined within this scope is consistent with CONSULTANT's standards and OWNER's expectations. Specific activities included are identified below:

Subtask 22.1- Project Kick-Off and Progress Meetings

CONSULTANT will prepare for and conduct the following project meetings as previously outlined in the tasks above.

Subtask 22.2- Project Quality Control (QC) Technical Review

No change to task 22.2 as part of this amendment.

Subtask 22.3- Project Status Reports

CONSULTANT's project manager will prepare monthly status reports in accordance with the CONSULTANTS project management procedures for an anticipated project life of nine months. Copies of the project's earned value analysis will be submitted monthly upon request by the OWNER.

ASSUMPTIONS

The following assumptions are included in this Task Authorization.

1. OWNER shall attend the pre-construction conference, construction progress and other job-related meetings and Substantial Completion and final payment inspections.
2. OWNER shall bear all costs incident to compliance with the requirements of the OWNER's Responsibilities.
3. All work described in this amendment is for installation of the Phase 6 Gas System Part 2 including blowers, flare and leachate evaporator. Engineering Services During Construction for subsequent TRLF projects will be included in future amendments.
4. Contractor shall contact the testing laboratory to conduct the testing as needed throughout construction progress. CONSULTANT will witness the testing through the use of the Resident Project Representative (RPR). No additional time has been budgeted in this subtask for either the RPR or other CONSULTANT staff to witness the testing. CONSULTANT reserves the right to request additional compensation, should the Contractor complete the testing outside the standard 40-hour work week for the RPR.
5. CONSULTANT reserves the right to request additional compensation, should the testing costs exceed the budget included in this Amendment.
6. . Should Contractor fail to pass the independent test and retesting is required, the CONSULTANT is eligible for additional compensation to review retest results.
7. It is assumed that up to one (1) change order will be developed incorporating up to ten (10) total work change directives.
8. For budgeting purposes, it is assumed that twenty (20) submittals and four (4) major shop drawing packages will be processed.
9. For budgeting purposes, it is assumed that ten (10) clarifications will be issued.

10. For budgeting purposes, it is assumed that nine (9) total Applications for Payment will be processed.

DELIVERABLES

The following deliverables will be provided:

Task	Description of Deliverable	Quantity/Format
Clarifications and Interpretations; Field Orders	Up to twenty (20) clarifications	- Electronic format
Change Orders	Up to one (1) change order and up to ten (10) total work change directives	- Electronic format
Review of Applications for Payment	Nine (9) Applications for Payment	- Three (3) Hard Copies
Substantial Completion	Letter and punch list for interim and overall substantial completion	- Electronic format
Resident Project Representative (RPR) Services	Daily reports describing construction activities to be submitted to the OWNER on a weekly basis	- Electronic format
Permit Closeout		- Three (3) hard copies of the report (signed-and-sealed) (as needed)
Project and Quality Management	Monthly status reports	- Electronic format

TIME OF COMPLETION/SCHEDULE

It is anticipated that the Project will take 9 months to complete, starting within two weeks of receipt of a formal notice to proceed (NTP). Engineering Services During Construction will be provided based on the CONTRACTOR's approved construction schedule. CONSULTANT will prepare an updated detailed schedule within the 30 calendar days after NTP. All authorized work will take place by March 30, 2022.

COMPENSATION AND PAYMENT

CONSULTANT will complete the services in the Tasks listed above in this Amendment No. 19A, for a lump sum fee of \$547,200 as shown in Exhibit AQ. CONSULTANT will invoice monthly as a percentage of the lump sum based on the percentage of work completed during the billing period. Lump sum compensation shall be for all labor, sub-consultants, and other direct costs associated with the performance of the work. The total amended value for this Task Authorization is \$11,623,530.

EXHIBIT AQ

CONTRACT FEE SUMMARY FORMAT FOR ENGINEERING DIVISION

CITY OF JACKSONVILLE, FLORIDA

CLASS I LANDFILL PERMITTING AND DESIGN - AMENDMENT 19A

2/15/2021

PART I - GENERAL

1. Project		Proposal Number
CLASS I LANDFILL PERMITTING AND DESIGN AMENDMENT 19		RFP #P-07-10
Phó Horizontal Gas Collection Flare and Leachate Evaporator ESDC		Date of Proposal
3. Name of Consultant		4/19/2021
CDM Smith Inc.		

PART II - LABOR RELATED COSTS

5. Direct Labor	Hourly Rate	Estimated Hours	TOTAL
Officer/Technical Expert	74.32	326	\$ 24,228.32
Principal / Associate / Project Manager	63.06	382	\$ 24,088.92
Senior Professional	50.11	444	\$ 22,248.84
Project Engineer II / GIS Specialist III	41.10	2,250	\$ 92,475.00
Project Engineer I / GIS Specialist II	34.34	0	\$ -
Sr. GIS Specialist/Designer	40.54	250	\$ 10,135.00
GIS Specialist I / Drafter/Technician	29.28	0	\$ -
Clerical	20.83	366	\$ 7,623.78
Field Staff Support Services	28.15	0	\$ -
TOTAL DIRECT LABOR			\$ 180,800
6. Overhead (Combined Fringe Benefit & Administrative)			
Overhead Rate	150.0%	x Total Direct Labor	\$ 271,200
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)			\$ 452,000
8. PROFIT: Labor Related Costs (Item 7)		x	10% \$ 45,200

PART III - OTHER COSTS

9. Miscellaneous Direct Costs			
Transportation, Per Diem and Equipment			
Presentation Boards			
Reproduction			
MISCELLANEOUS DIRECT COSTS SUB-TOTAL			\$ 25,000
10. SUBCONTRACTS (Lump Sum)			
Meskel and Associates			\$ 25,000
SUB-CONTRACT SUB-TOTAL			\$ 25,000
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)			\$ 547,200

11. REIMBURSABLE COSTS (Limiting Amount)

SUB-TOTAL REIMBURSABLES			\$ -

PART IV - SUMMARY

TOTAL AMOUNT OF AM 15B CONTRACT (Lump Sum Plus Reimbursables)			\$ 547,200
12. PRIOR CONTRACT AMOUNT (Through Amendment 17) AMENDED AMOUNT OF CONTRACT			\$ 11,076,330
			\$ 11,623,530

11 AMENDMENT 19B

EXHIBIT A
AMENDMENT 19B to TASK AUTHORIZATION 6354-13
FOR
TRAIL RIDGE LANDFILL CLASS I CELL EXPANSION PROJECT
FINANCIAL ASSURANCES 2021

This Authorization, when executed, shall be incorporated in and become part of the Agreement for Professional Services between the City of Jacksonville (OWNER), and CDM Smith Inc. (CONSULTANT), dated February 9, 2011 hereafter referred to as the Agreement.

PROJECT BACKGROUND

CONSULTANT will assist the OWNER with the design, permitting, and construction of a new Class 1 landfill facility (Phases 6-14) at the Trail Ridge Landfill (TRLF) site. The existing landfill has been developed via 5 stages of cell construction (Phases 1-5) over 20 years and is within 2-3 years of reaching capacity. CONSULTANT has completed the following work related to the TRLF Class I Cell Expansion Project.

Initial Authorization – Developed a Master Plan for the build out of the TRLF site. The Master Plan recommended three phases, Phases 6 through 8 (now numbered 6 through 14), for full site buildout and evaluated various options for the next cell construction, Phase 6 expansion. The initial authorization also initiated field data collection for design of the TRLF Expansion Project.

Amendment 1 – Developed permit application and supporting documentation for the TRLF Expansion Environmental Resource Permit (ERP).

Amendment 2 – Continued data collection and developed permitting plans and specifications for Phase 6A through 6E TRLF Expansion Florida Department of Environmental Protection (FDEP) Solid Waste Permit. Amendment 2 included conceptual stormwater modeling, development of methane gas management plan, geotechnical stability analysis, and ongoing hydro-geological modeling.

Amendment 3 – Authorized investigation of expansion of the on-site borrow pit for use in future landfill activities. This amendment was a partial authorization of the Amendment 3 activities at TRLF. The remaining activities were authorized under Amendment 4.

Amendment 4 – Authorized funding for the remaining work described and approved in Amendment 3, including continued design and permitting activities for Phases 6 through 14 with development of solid waste construction permit application and Phase 6 construction documents. This amendment also included bidding services.

Amendment 5 – This amendment is a continuation of the work begun under the previous four amendments to obtain the ERP and FDEP Solid Waste Construction Permits needed to construct Phases 6-14 of the Trail Ridge Landfill Expansion. This amendment included activities to apply for a major modification of the site's existing Prevention of Significant Deterioration (PSD) permit, renew the site's

solid waste operating permit, and design a new access road for operational traffic. CONSULTANT submitted and received the FDEP solid waste construction permit, operations permit, and 2014 financial assurances for the planned expansion area under this amendment.

Amendment 6 – this amendment authorized Engineering Services During Construction to support the TRLF Phase 6 Expansion Project. The amendment included conforming contract documents, holding a pre-construction meeting, conducting shop drawing review, issuing designer clarifications, addressing requests for additional information and providing resident project representation (RPR) for the project. These services were authorized through December 2015.

Amendment 7 – this amendment authorized design and permitting of a limerock construction access road from County Road 228 to Gilridge road. This road will provide access to the landfill and borrow areas for construction vehicles. This amendment also included intersection improvements to the perimeter road encircling Phases 1-5 of the existing landfill to facilitate re-routing of operations traffic to the new western access road. Re-routing of operations traffic is a key component of the construction sequence for the new Phase 6 cell.

Amendment 8 – this amendment authorized engineering services during construction for January 2016 through December 2016. Additionally, this scope includes activities to perform financial assurances reporting to the FDEP associated with the site Solid Waste Permit, and perform various monitoring and maintenance tasks associated with onsite mitigation areas to maintain compliance with the site Environmental Resource Permit (ERP).

Amendment 9 - this amendment authorized engineering services during construction for January 2017 through June 2017. Additionally, this scope includes activities to perform various monitoring and maintenance tasks associated with onsite mitigation areas to maintain compliance with the site Environmental Resource Permit (ERP).

Amendment 10 – this amendment authorizes a seepage analysis study of the borrow pit south of Landfill Phases 1-5 to improve dewatering activities and address erosion concerns.

Amendment 11 - this amendment includes activities to perform investigation and recommendation for pretreatment of the landfill leachate prior to disposal at the Buckman WWTP, due to interference with the WWTP UV disinfection process.

Amendment 12 - this amendment extended geotechnical conformance testing from August 2017 through October 2017.

Amendment 13 – this amendment extended engineering services during construction through June 2018 due to an extension of the construction schedule by the Contractor.

Amendment 14 – this amendment authorized design and permitting of the Phase 6 gas collection system.

Amendment 15 – this amendment authorized the design and permitting of the Phase 7 Cell Expansion and Engineering Services During Construction for closure activities on Phases 1-5.

Amendment 16 – this amendment authorized the preparation of the Title V Operations Permit renewal application and supporting documentation.

Amendment 17 – this amendment authorized the addition of the leachate evaporator to the Phase 6 gas collection system design.

Amendment 18 – this amendment authorized engineering services during construction for the Phase 6 horizontal gas collection wells.

SCOPE OF WORK

This scope of work for Amendment 19B is a continuation of the work begun under the previous amendments to design and construct the Phase 6-14 Trail Ridge Landfill Expansion. This scope includes activities to perform the Financial Assurances updates for 2021. The following is a description of the services to be provided under this Task Authorization. The non-sequential order of some tasks and subtasks listed below is a result of tasks either being authorized under previous amendments or the work is to be authorized as part of future amendments.

TASK 11 - KICKOFF MEETING

There is no change to Task 1. All work has been completed for this task.

TASK 12 - DATA COLLECTION AND REVIEW

There is no change to Task 2. All work has been completed for this task.

TASK 13 - TRLF EXPANSION LANDFILL CELL ALTERNATIVES DEVELOPMENT

There is no change to Task 3. All work has been completed for this task.

TASK 14 - ANALYSIS OF PHASE 6 CELL ALTERNATIVE LOCATIONS

There is no change to Task 4. All work has been completed for this task.

TASK 15 - INITIATE FIELD SITE INVESTIGATION

There is no change to Task 5. All work has been completed for this task.

TASK 16 - STORMWATER MODELING

There is no change to Task 6.

TASK 17 - PROJECT MANAGEMENT

There is no change to Task 7.

TASK 18 - WETLAND LONG TERM HYDRATION EVALUATION

There is no change to Task 8.

TASK 19 - FLOOD ELEVATION DETERMINATION

There is no change to Task 9.

TASK 20 - ENVIRONMENTAL RESOURCE PERMITTING

There is no change to Task 10.

TASK 21 - DESIGN AND PERMITTING

There is no change to Task 11.

Subtask 21.22 - Financial Assurances Reporting 2021

CONSULTANT will develop a letter report calculating estimated closure and long-term care costs for Trail Ridge Landfill Phases 1-6. The letter report will describe the methodology used to calculate closure and long term care costs for both the existing Phases 1-5 and Phase 6 Expansion Area. FDEP Form 62-701.900(28) will be completed and submitted with the letter report to FDEP. Remaining life of cell estimates will be provided by Waste Management Inc. or their representative. Electronic copies of all submittals will be provided to the OWNER and Waste Management.

TASK 22 - SOLID WASTE LANDFILL CONSTRUCTION PERMITTING

There is no change to Task 12.

TASK 23 - QUALITY ASSURANCE AND QUALITY CONTROL

There is no change to Task 13.

TASK 24 - ECONOMIC EVALUATION

There is no change to Task 14.

TASK 25 - PUBLIC INFORMATION PROGRAM ASSISTANCE

There is no change to Task 15.

TASK 16 - BIDDING SERVICES

There is no change to Task 16.

TASK 17 - GENERAL ENGINEERING SERVICES DURING CONSTRUCTION

There is no change to Task 17.

TASK 18 - SPECIAL SERVICES

There is no change to Task 18.

TASK 19 - RESIDENT PROJECT REPRESENTATIVE SERVICES DURING CONSTRUCTION

There is no change to Task 19.

TASK 20 - NEW CELL GEOSYNTHETIC INSTALLATION QA/QC CONSTRUCTION SERVICES

There is no change to Task 20.

TASK 21 - BORROW PIT EVALUATION AND EXPANSION

There is no change to Task 21.

TASK 22 - MEETINGS, PROJECT MANAGEMENT AND QUALITY CONTROL

Activities performed under this task consist of those general functions required to maintain the project on schedule, within budget, and that the quality of the work products defined within this scope is consistent with CONSULTANT's standards and OWNER's expectations. Specific activities included are identified below:

Subtask 22.1- Project Kick-Off and Progress Meetings

CONSULTANT will prepare for and conduct the following project meetings as previously outlined in the tasks above.

Subtask 22.2- Project Quality Control (QC) Technical Review

No change to task 22.2 as part of this amendment.

ASSUMPTIONS

The following assumptions are included in this Task Authorization.

1. Remaining life of cell estimates will be provided by Waste Management Inc. or their representative.
2. Up to one request for additional information from FDEP will be addressed.

DELIVERABLES

The following deliverables will be provided:

Task	Description of Deliverable	Quantity/Format
Task 11.21	Draft Financial Assurances Forms	- Electronic format
Task 11.21	Final Financial Assurances Forms	- Electronic format

TIME OF COMPLETION/SCHEDULE

It is anticipated that the draft and final Financial Assurance documents will take 60 days to complete, starting within two weeks of receipt of a formal notice to proceed (NTP). It is anticipated that FDEP may send comments or requests for information up to December 30, 2021.

COMPENSATION AND PAYMENT

CONSULTANT will complete the services in the Tasks listed above in this Amendment No. 19B, for a lump sum fee of \$20,000 as shown in Exhibit AQ. CONSULTANT will invoice monthly as a percentage of the lump sum based on the percentage of work completed during the billing period. Lump sum compensation shall be for all labor, sub-consultants, and other direct costs associated with the performance of the work. The total amended value for this Task Authorization is \$11,643,530.

EXHIBIT AS

CONTRACT FEE SUMMARY FORMAT FOR ENGINEERING DIVISION

CITY OF JACKSONVILLE, FLORIDA

CLASS I LANDFILL PERMITTING AND DESIGN - AMENDMENT 19B

2/15/2021

PART I - GENERAL

1. Project		Proposal Number
CLASS I LANDFILL PERMITTING AND DESIGN AMENDMENT 19B		
2021 Financial Assurances		RFP #P-07-10
3. Name of Consultant		Date of Proposal
CDM Smith Inc.		4/19/2021

PART II - LABOR RELATED COSTS

5. Direct Labor	Hourly Rate	Estimated Hours	TOTAL
Officer/Technical Expert	74.32	8	\$ 594.56
Principal / Associate / Project Manager	63.06	40	\$ 2,522.40
Senior Professional	50.11	0	\$ -
Project Engineer II / GIS Specialist III	41.10	40	\$ 1,644.00
Project Engineer I / GIS Specialist II	34.34	60	\$ 2,060.40
Sr. GIS Specialist/Designer	40.54	0	\$ -
GIS Specialist I/Drafter/Technician	29.28	0	\$ -
Clerical	20.83	20	\$ 416.60
Field Staff Support Services	28.15	0	\$ -
TOTAL DIRECT LABOR			\$ 7,238

6. Overhead (Combined Fringe Benefit & Administrative)

Overhead Rate

150.0% x Total Direct Labor

7. SUBTOTAL: Labor + Overhead (Items 5 & 6) \$ 10,857

8. PROFIT: Labor Related Costs (Item 7) \$ 18,095

\$ 10% x \$ 1,809

PART III - OTHER COSTS

9. Miscellaneous Direct Costs	
Transportation, Per Diem and Equipment	
Presentation Boards	
Reproduction	

MISCELLANEOUS DIRECT COSTS SUB-TOTAL

10. SUBCONTRACTS (Lump Sum) \$ 96

Meskel and Associates

SUB-CONTRACT SUB-TOTAL

TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)

11. REIMBURSABLE COSTS (Limiting Amount) \$ 20,000

SUB-TOTAL REIMBURSABLES

\$ -

TOTAL AMOUNT OF AM 15B CONTRACT \$ 20,000

(Lump Sum Plus Reimbursables)

12. PRIOR CONTRACT AMOUNT (Through Amendment 17) \$ 11,623,530

AMENDED AMOUNT OF CONTRACT \$ 11,643,530

PART IV - SUMMARY

TOTAL AMOUNT OF AM 15B CONTRACT (Lump Sum Plus Reimbursables) \$ 20,000

12. PRIOR CONTRACT AMOUNT (Through Amendment 17) \$ 11,623,530

AMENDED AMOUNT OF CONTRACT \$ 11,643,530



City of Jacksonville, Florida

Military Affairs and Veterans Department

City Hall at St. James
117 W. Duval St., Suite 175
Jacksonville, FL 32202
(904) 630-3680
www.coj.net/MilitaryAffairs

ONE CITY. ONE JACKSONVILLE.

MEMORANDUM

Date: June 25, 2021
To: Gregory Pease, Chairman
Professional Services Evaluation Committee
From: Bill Spann, Director
Harrison Conyers, Supervisor
Subject: Subcommittee Report for RFP: P-10-21 Military Base Advocacy

The subcommittee received and reviewed two (2) proposals for the Military Base Advocacy Request for Proposal(s) and found them to be responsive, interested, qualified and available to provide the services requested by the RFP.

The proposals were evaluated using the criteria outlined in the Purchasing Code as augmented by the RFP (see attached matrix).

Based on the above, all of the firms responding were determined to be qualified. The ranking of the first and second designates the order of qualifications of the firms to perform the required services:

1. RJ Natter and Associates, LLC
2. Holland and Knight

The subcommittee recommends the above list as ranked, be forwarded to the Mayor for final selection.

Attachment (Matrix)

Evaluation Matrix+A1:L15

EVALUATION SCALE

1 _____ 10

PROJECT NO. P-10-21

Average

QUALIFIED

EXTREMELY QUALIFIED

PROJECT TITLE:

Military Base Advocacy

FIRM	COMPETENCE	CURRENT WORKLOAD	FINANCIAL RESPONSIBILITY	ABILITY TO OBSERVE COMPLIANCE WITH PLANS	PROFESSIONAL ACCOMPLISHMENTS RECORD	PROXIMITY TO PROJECT	Past & Present Demonstrated Commitment to Small & Minority Businesses & Contributions Toward A Diverse Market Place	ABILITY TO DESIGN AN APPROACH AND WORK PLAN	Quotation of rates, fees or charges & Other detailed cost	VOLUME OF CURRENT AND PRIOR WORK FOR USING AGENCIES	OVERALL
MAXIMUM POINTS ASSESSED	10	10	10	10	10	10	10	10	10	10	100
RJ Natter and Associates, LLC	9.50	10.00	10.00	8.00	10.00	10.00	10.00	10.00	10.00	2.00	89.50
Holland and Knight	8.00	7.00	10.00	7.50	7.00	9.50	10.00	9.50	10.00	8.00	86.50