

6354-12
Amd 12

**AMENDMENT NUMBER TWELVE TO AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE
AND
CDM SMITH INC.
FOR
MASTER STORMWATER MANAGEMENT PLAN:
UPDATE/UPGRADE MAP MODERNIZATION AND TMDL SUPPORT**

THIS AMENDMENT NUMBER TWELVE to Agreement is made and entered into in duplicate this 15 day of Aug, 2014, by and between the CITY OF JACKSONVILLE (hereinafter the "CITY"), a municipal corporation in Duval County, Florida, and CDM SMITH INC. (hereinafter the "CONSULTANT"), a foreign profit corporation authorized to do business in the State of Florida at 8381 Dix Trail, Suite 400, Jacksonville, Florida 32256, for development of a Master Stormwater Management Plan: Update/Upgrade Map Modernization and TMDL Support (hereinafter the "Project").

RECITALS:

WHEREAS, on February 6, 2007, CITY and CONSULTANT made and entered into City of Jacksonville Contract #6354-12 (hereinafter the "Agreement") for the Project; and

WHEREAS, said Agreement has been amended eleven (11) times previously; and

WHEREAS, said Agreement should be further amended by: revising the Scope of Services by adding, attaching, and incorporating **Exhibit "W"**, attached hereto and by this reference made a part hereof; revising the Contract Fee Summary by adding, attaching, and incorporating **Exhibit "X"**, attached hereto and by this reference made a part hereof; increasing the not-to-exceed limit for Public Outreach, as described in

Exhibit “W”, by \$30,000.00 to a new not-to-exceed limit of \$276,481.00, as detailed in **Exhibit “X”**; making conforming amendments; and, increasing the CITY’s maximum indebtedness by an amount not-to-exceed **\$30,000.00** to a new total maximum indebtedness of **\$8,435,833.47**, with all other provisions, terms, and conditions of said Agreement as previously amended remaining unchanged; now therefore

IN CONSIDERATION of the Agreement and of the mutual covenants and agreements contained herein and for other good and valuable consideration admitted by the parties to be legally sufficient, the parties agree to amend said Agreement as follows:

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

2. Section 1.01 in said Agreement entitled “STATEMENT OF CONSULTANT SERVICES” is amended in part to revise the Scope of Services by adding and incorporating **Exhibit “W”** and as amended shall read as follows:

“1.01 STATEMENT OF CONSULTANT SERVICES

“The CONSULTANT shall furnish all services, documents, drawings and other matters called for in this Agreement, as well as those contained in the “Scope of Services” attached hereto as **Exhibits ‘A’, ‘C’, ‘E’, ‘G’, ‘I’, ‘K’, ‘M’, ‘O’, ‘Q’, ‘S’, ‘U’, and ‘W’** and, by this reference, made a part hereof. The CONSULTANT accepts the special relationship established between itself and the CITY by this Agreement. The CONSULTANT covenants with the CITY that it is an expert in the design of the Project and will cooperate with Program Managers, Construction Managers, CITY representatives, and others in fostering the interests of the CITY. The CONSULTANT shall employ sound business administration and superintendence to complete the Project in a manner consistent with the best interests of the CITY.”

3. Section 3.02.07 in said Agreement is amended in part by increasing the not-to-exceed limit for Public Outreach, as described in **Exhibit “W”**, by \$30,000.00 to a

new not-to-exceed limit of \$276,481.00, as detailed in **Exhibit “X”**, and as amended shall read as follows:

“3.02.07. For Public Outreach, as described in **Exhibits ‘A’, ‘K’, ‘O’, ‘Q’, ‘S’, and ‘W’**, an amount not-to-exceed TWO HUNDRED SEVENTY-SIX THOUSAND FOUR HUNDRED EIGHTY-ONE AND 00/100 (\$276,481.00), as detailed in **Exhibits ‘B’, ‘L’, ‘P’, ‘R’, ‘T’ and ‘X’.**”

4. Section 3.03 in said Agreement is amended in part by making conforming revisions in order to cite and reference new **Exhibit “X”** and as amended shall read as follows:

“3.03. The CONSULTANT shall submit invoices for payment or reimbursement under this subsection on an “as incurred” basis for Services performed under Subsection 3.02 and on a per-cent completion basis for Services performed under Subsection 3.01. Such invoices shall be combined with the CONSULTANT’s regular invoices as set forth in Subsection 3.04 hereof. The cost of services provided by the CONSULTANT for Services performed under Subsection 3.02 and on a per-cent completion basis for Services performed under Subsection 3.01 shall be paid at the rates (including direct labor, indirect costs, and profit) shown in the Contract Fee Summary Format, attached hereto as **Exhibits ‘B’, ‘D’, ‘F’, ‘H’, ‘J’, ‘L’, ‘N’, ‘P’, ‘R’, ‘T’, ‘V’ and ‘X’.** The cost of services provided to the CONSULTANT by others shall be reimbursed at the invoiced amount without markup by CONSULTANT. Travel expenses, if provided for as a reimbursable expense in **Exhibits ‘B’, ‘D’, ‘F’, ‘H’, ‘J’, ‘L’, ‘N’, ‘P’, ‘R’, ‘T’, ‘V’, and ‘X’**, shall be reimbursed only to the extent provided by Chapter 106, Part 7 of the Ordinance Code of the CITY. Travel expenses not specifically covered by said chapter shall be reimbursed only to the extent provided by the uniform policies and practices of the CITY.”

5. Section 3.06 in said Agreement is amended in part by increasing the CITY’s maximum indebtedness by an amount not-to-exceed \$30,000.00 to a new maximum indebtedness not-to-exceed \$8,435,833.47 and as amended shall read as follows:

“3.06. The maximum indebtedness of the CITY for all Services to be performed pursuant to this Agreement shall not exceed the sum of **EIGHT MILLION FOUR HUNDRED THIRTY-FIVE THOUSAND EIGHT HUNDRED THIRTY-THREE AND 47/100 DOLLARS (\$8,435,833.47).**”

6. Attach **Exhibits “W” and “X”.**


SAVE AND EXCEPT as expressly amended in and by this instrument, the provisions, terms, and conditions of said Agreement of February 6, 2007, as previously amended, shall remain unchanged and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the day and year first above written.

ATTEST:

CITY OF JACKSONVILLE

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



By: Karen Bowling
Alvin Brown, Mayor

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

WITNESS:

By: Cheryl A. Gullotto
Signature

Cheryl A. Gullotto
Type/Print Name

Office Services Coordinator
Title

By: Patrick R. Victor
Signature

Patrick R. Victor
Type/Print Name

Vice President
Title

Encumbrance and funding information for internal City use:

Accounts..... _____

Amount..... \$ 8,435,833.47

This above stated amount is the ~~maximum fixed monetary~~ amount of the foregoing contract. It shall not be **encumbered** by the foregoing contract. It shall be encumbered by one (1) or more subsequently issued purchase(s) that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such check request(s) are issued.

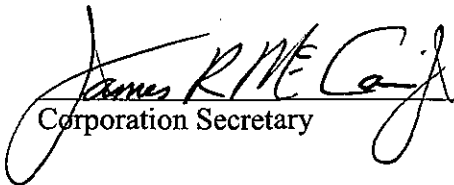
In accordance with Section 24.103(e), of the Ordinance Code of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; *provided however*, this certification is not nor shall it be 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.



Director of Finance
City Contract # 6354-12, Amendment #12



Form Approved



Corporation Secretary

EXHIBIT "W"

Amendment No. 12

FOR

Master Stormwater Management Plan Community Rating System On-Going Support

June 11, 2014

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), hereafter referred to as the Agreement.

PROJECT BACKGROUND

Amendment 13 to the Master Stormwater Management Plan (MSMP) authorizes work to continue support for the OWNER for on-going Community Rating System (CRS) recertification process and future documentation development. This work is an extension of Amendment 12 and Tasks 5 in the original MSMP Contract.

SCOPE OF WORK

The following is a description of the services to be provided under this Task Authorization.

TASK 5 OUTREACH

This task addresses documentation associated with the Community Rating System (CRS) for the National Flood Insurance Program (NFIP).

The OWNER is undergoing its CRS program five year cycle recertification by ISO. CONSULTANT will assist the OWNER in producing a submittal for the 15 day Request for Information Letter. CONSULTANT will assist on the following tasks:

Task 5.1.18 Elevation Certificate Third Submittal (Activity 310)

CONSULTANT will review the mark ups and comments from ISO Specialist. CONSULTANT will reproduce and review each elevation certificate and correct sheet for completeness. CONSULTANT will coordinate with OWNER to have the remaining incorrect elevation certificates fixed by survey. CONSULTANT will package the third elevation certificate submittal and submit to ISO.

Task 5.1.19 Flood Protection Assistance (Activity 360)

CONSULTANT will coordinate with OWNER to produce complaint log for one-on-one advice and/or assistance about property protection from flooding.

EXHIBIT "W"

Task 5.1.20 Open Space Preservation (Activity 420)

CONSULTANT will coordinate with OWNER to obtain necessary City regulatory documents with regards to open space preservation (OSP). CONSULTANT will produce the OSP maps according to Activity 420 requirements. The maps will be in panel form with labels of open space preservation areas within the City. Generating the map as panels will help ISO with resolution on printed maps, so that labels for the parks, conservation, and deed restricted areas can be clearly distinguished. The maps will clearly display the safe flood hazard areas (SFHA), to show the . A list of the each open space preservation areas with address and classification, will also be produced.

Task 5.1.21 Higher Regulatory Standards (Activity 430)

CONSULTANT will coordinate with OWNER to obtain necessary documentation for Activity 430, Higher Regulatory Standards. The CONSULTANT will assist the OWNER in obtaining documentation for the following sub-tasks:

- Cumulative Substantial Improvements

The Cumulative Substantial Improvement is tracked through BID system, and CONSULTANT will assist OWNER in providing 5 examples over last 5 years, or however many occurred.

- Enclosure Limitations

CONSULTANT will assist OWNER with producing records of enclosure limitations. If there have not been any enclosure limitations over the last 5 years, CONSULTANT will work with OWNER to produce a written statement confirming that none have occurred over last 5 years.

Task 5.1.22 Floodplain Management Annual Progress Report (Activity 510)

CONSULTANT will review the update to the comprehensive floodplain management plan prepared by OWNER to satisfy Section 510 of the CRS Manual. The progress report is be based on the 2012 annual progress report updated for recent capital projects, flood mitigation activities, and ordinance updates in 2013. Changes will be made to the layout of the report to follow the updated 2013 CRS Coordinators Manual structure. The report will report on the following floodplain management categories (taken from *CRS Coordinators Manual Figure 510-4*):

- Preventive
- Property Protection
- Natural resources Protection
- Emergency Services
- Structural Projects
- Public Information

Deliverable for Task 5.1.22 will be an updated 2013 Floodplain Management Progress Report to be made publicly available and submitted to FEMA/ISO.

EXHIBIT "W"

Task 5.1.23 Acquisition and Relocation (Activity 520)

CONSULTANT will assist OWNER with updating Acquisition and Relocation list with historical data provided by ISO. CONSULTANT will work with City to obtain lot size, grant information, and historical floodzone category.

Task 5.1.24 Other Activity Submittals Requested by FEMA/ISO

CONSULTANT will assist OWNER with other tasks, as requested by FEMA/ISO, that are deemed necessary to stay in the program or maintain community class rating. CONSULTANT will meet with OWNER at time of request to determine strategy for any activity that belongs in this task.

DATA OR COORDINATION ASSISTANCE TO BE PROVIDED BY THE OWNER

1. OWNER will timely complete information and data requests from CONSULTANT that can only be fulfilled by OWNER.

TIME OF COMPLETION/SCHEDULE

CONSULTANT proposes to complete the work outlined for Task 5 by June 16, 2014.

COMPENSATION AND PAYMENT

Compensation for Tasks 5.1.18 – Task 5.1.23 will be billed lump sum for the amount shown in attached Table for Amendment 13. Compensation for Task 5.1.24 will be for the not-to-exceed upper limits shown in the attached Table for Amendment 13. Labor costs shall be invoiced at the agreed billing rates and labor categories. Miscellaneous direct expenses (lump sum) will be billed at cost. CONSULTANT will invoice for services on a monthly basis up to the upper limit established. In the event that incurred costs approach 80 percent of the upper limit, CONSULTANT will notify the OWNER. Additional service tasks outside the scope of services provided herein will be negotiated under an amendment or the issuance of a new work order.

EXHIBIT "X"

CONTRACT FEE SUMMARY FORMAT FOR ENGINEERING DIVISION CITY OF JACKSONVILLE, FLORIDA Community Rating System On-Going Support 6/11/2014				
PART I - GENERAL				
1. Project MSMP Update Amendment 13 - MSMP Support			Proposal Number RFP	
3. Name of Consultant CDM Smith			Date of Proposal 6/11/2014	
PART II - LABOR RELATED COSTS				
5. Direct Labor	Hourly Rate	Estimated Hours		TOTAL
Officer/Technical Expert	66.00	0	\$ -	
Principal / Associate / Project Manager	56.00	0	\$ -	
Senior Professional	44.50	0	\$ -	
Project Engineer II / GIS Specialist III	36.50	0	\$ -	
Project Engineer I / GIS Specialist II	30.50	0	\$ -	
GIS Specialist I / Technician	26.00	0	\$ -	
Clerical	18.50	0	\$ -	
TOTAL DIRECT LABOR			-	\$ -
6. Overhead (Combined Fringe Benefit & Administrative)				
Overhead Rate		178.5% x Total Direct Labor		\$ -
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				\$ -
8. PROFIT: Labor Related Costs (Item 7)				x 10% \$ -
PART III - OTHER COSTS				
9. Miscellaneous Direct Costs				
Transportation and Per Diem			\$ 200	
Presentation Boards			\$ 100	
Reproduction and Binders				
Aerial Photographs (Provided by City)				
Various Data, CDs, ZIP Disks			\$ 50	
Teleconferences, Express Mail, and Shipping			\$ 150	
Computer Charges				
MISCELLANEOUS DIRECT COSTS SUB-TOTAL				\$ 500
10. SUBCONTRACTS (Lump Sum)				
Task 5.1.18 Elevation Certificate Third Submittal (Activity 310)			\$ 5,074	
Task 5.1.19 Flood Protection Information & Assistance (Activity 350 & 360)			\$ 1,248	
Task 5.1.20 Open Space Preservation (Activity 420)			\$ 3,729	
Task 5.1.21 Higher Regulatory Standards (Activity 430)			\$ 1,212	
Task 5.1.22 Floodplain Management Annual Progress Report (Activity 510)			\$ 2,781	
Task 5.1.23 Acquisition and Relocation (Activity 520)			\$ 956	
SUB-CONTRACT SUB-TOTAL				\$ 15,000
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)				\$ 15,500
11. REIMBURSABLE COSTS (Limiting Amount)				
Task 5.1.24 Other Tasks			\$ 14,500	
SUB-TOTAL REIMBURSABLES				\$ 14,500
PART IV - SUMMARY				
TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10 and 11)				\$ 30,000
12. PRIOR CONTRACT AMOUNT (Through Amendment 11)				\$ 8,405,833
AMENDED AMOUNT OF CONTRACT				\$ 8,435,833