6354-12
Amd 11

AMENDMENT NUMBER ELEVEN 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 ELEVEN TO AGREEMENT is made and entered into in duplicate this 6 day of March, 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 ten (10) times previously; and

WHEREAS, said Agreement should be further amended by: revising the Scope of Services by adding, attaching, and incorporating **Exhibit "U"**, attached hereto and by this reference made a part hereof; revising the Contract Fee Summary by adding, attaching, and incorporating **Exhibit "V"**, attached hereto and by this reference made a part hereof; adding a new lump-sum amount for the 2015-2023 Implementation Plan in the amount of $70,574.93; increasing the not-to-exceed limit for TMDL Support

Services, as described in **Exhibit "U"**, by $33,995.66 to a new not-to-exceed limit of $467,842.93, as detailed in **Exhibit "V"**; adding a new not-to-exceed limit for Septic Tank Phase Out Credit Calculations in the amount of $88,473.88; making conforming amendments; and, increasing the CITY's maximum indebtedness by an amount not-to-exceed **$193,044.47** to a new total maximum indebtedness of **$8,405,833.47**,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 "U"** 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',** and **'U'** 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 3.01 in said Agreement is amended in part by adding and inserting a new paragraph 3.01.02 providing a new lump-sum amount for the 2015-2023 Implementation Plan, as described in **Exhibit "U"**, in the amount of $70,574.93, as detailed in **Exhibit "V"**, and as amended shall read as follows:

"3.01.02. For the 2015-2023 Implementation Plan, as described in **Exhibit 'U'**, a lump-sum amount of SEVENTY THOUSAND FIVE HUNDRED SEVENTY-FOUR AND 93/100 DOLLARS ($70,574.93), as detailed in **Exhibit 'V'**, attached hereto and made a part hereof by this reference."

4. Section 3.02.01 in said Agreement is amended in part by increasing the not-to-exceed limit for TMDL Support Services, as described in **Exhibit "U"**, by $33,995.66 to a new not-to-exceed limit of $467,842.93, as detailed in **Exhibit "V"**, and as amended shall read as follows:

"3.02.01. For TMDL Support Services, as described in **Exhibits 'A', 'G', 'I',** and **'U'**, an amount not-to-exceed FOUR HUNDRED SIX-SEVEN THOUSAND EIGHT HUNDRED FORTY-TWO AND 93/100 ($467,842.93), as detailed in **Exhibits 'B', 'H', 'J',** and **'V'**."

5. Section 3.02 in said Agreement is amended in part by adding and inserting a new paragraph 3.02.22 providing for a professional fee for Septic Tank Phase Out Credit Calculations, as described in **Exhibit "U"**, in an amount not-to-exceed $88,473.88, as detailed in **Exhibit "V"**, and as amended shall read as follows:

"3.02.22. For Septic Tank Phase Out Credit Calculations, as described in **Exhibit 'U'**, a lump-sum amount of EIGHTY-EIGHT THOUSAND FOUR HUNDRED SEVENTY-THREE AND 88/100 DOLLARS ($88,473.88), as detailed in **Exhibit 'V'**, attached hereto and made a part hereof by this reference."

6. Section 3.03 in said Agreement is amended in part by making conforming revisions in order to cite and reference new **Exhibit "V"** 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'** and **'V'**. 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'** and **'V'**, 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."

7. Section 3.06 in said Agreement is amended in part by increasing the CITY's maximum indebtedness by an amount not-to-exceed **$193,044.47** to a new maximum not-to-exceed $8,405,833.47 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 FIVE THOUSAND EIGHT HUNDRED THIRTY-THREE AND 47/100 DOLLARS ($8,405,833.47).**"

8. Attach **Exhibits "U" and "V".**

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:

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

(SEAL)

CITY OF JACKSONVILLE

By: _____
Alvin Brown, Mayor

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

WITNESS:

By: _____
Signature

Mario J. Marcaccio
Type/Print Name

Assistant Clerk
Title

CDM SMITH INC.

By: _____
Signature

Patrick R. Victor
Type/Print Name

Vice President
Title

Encumbrance and funding information for internal City use:

Accounts..... _____

_____

Amount..... $ 8,405,833.47

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.

C. Ronald Belton

Director of Finance
City Contract # 6354-12, Amendment #11

Form Approved

James R McCain

Corporation Secretary

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WORK AUTHORIZATION

FOR

Amendment 11 for Master Stormwater Management Plan

City of Jacksonville, Florida

December 6, 2013

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

In October 2008, a Basin Management Action Plan (BMAP) was negotiated between FDEP and the various stakeholders that discharge into the Lower St. Johns River (LSJR). As part of the LSJR BMAP process, the OWNER planned to use a toolbox approach for meeting the total nitrogen (TN) reductions allocated. As per the agreement, the toolbox could include the use of stormwater facilities, septic tank phase outs, and credit trading from other basin stakeholders to meet the allocation.

The OWNER submitted a list of projects to receive water quality credit. The OWNER did not fully agree with the FDEP's methodology and therefore calculated the credit using the Event Mean Concentrations (EMCs) from the OWNER's Master Stormwater Management Plan (MSMP) as opposed to FDEP EMCs. FDEP accepted the OWNER's methodology for the 1995 projects, but has since asked that future nutrient reduction calculations use the methodology utilized during the TMDL development to calculate the nitrogen credits available for individual projects.

The following issues are concerns with respect to the FDEP methodology:

The Total Nitrogen (TN) removal in the water quality facilities does not have the flexibility to consider varying detention times and may not accurately represented nitrogen reductions during average years.

Benefit to the LSJR tributaries is given the same weight as purchased credits within the LSJR main stem. The LSJR tributaries have been identified for DO, nutrient, and fecal impairments and are having BMAPs developed. Projects that address both nutrient reductions in the main stem as well as impairments in the tributaries represent a more efficient use of taxpayer dollars to address water quality concerns.

The methodology used to calculate nutrient reduction credits is skewed to require treatment under conditions which do not favor non-point source loading. The cost/benefit of the water quality facilities under these conditions is not feasible based on FDEP's EMC values and removals rates.

The methodologyfavors funding nutrient reductions through conversion of WWTPs to tertiary treatment through the purchase of credits, which does not help the tributaries and will require the OWNER to pay more than necessary for treatment.

CONSULTANT will assist the OWNER with addressing these concerns with FDEP. Agreeing to FDEP's methodology could be a very costly decision as the BMAP program moves into the future. CONSULTANT

will also provide support in the development of a methodology to account for the total Nitrogen credit that can be provided for each septic tank project. This scope of services represents the support for the OWNER during the TMDL process for fiscal year 2013/2014.

SCOPE OF WORK

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

2.3 TMDL SUPPORT

- 2.3.7 - Develop a 2015 and 2023 COJ Nutrient Removal Implementation Plan to meet the Lower St. Johns River BMAP
    - Complete a detailed review of FDEP's methodology for calculating TN removal in water quality facilities and propose modifications to the methodology to address technical inaccuracy.
    - Calculate the load from non point sources using the FDEP methodology and suggested modifications.
        - Develop load reduction for the 2015 projects list
        - Develop load reduction for the 2023 projects list
        - Complete the 2013 annual BMAP Update
- 2.3.8 – Application of ArcNLET in support of the OWNER Lateral Only Connection (LOC) Program Including data development and model application to maximize credits available for sewer connections
- 2.3.9 - Miscellaneous TMDL support

Task 2.3.7 Develop a 2015 and 2023 COJ Nutrient Removal Implementation Plan

CONSULTANT will assist the OWNER in negotiating with the FDEP by participating in meetings and conference calls. The purposes of these meetings will be to develop a long term plan to meet the OWNER's TN allocation for the LSJR TMDL. The plan will ultimately include projects in stormwater, septic tank phase out, and credit trading with other entities within the basin.

CONSULTANT will perform the following:

Task 2.3.7.1 Coordination with FDEP

CONSULTANT will support the OWNER in their negotiations with FDEP regarding proposed nutrient reduction credits for stormwater, septic tank phase-out, and non-structural nutrient reduction projects. CONSULTANT will attend up to five (5) teleconferences between the OWNER and FDEP and up to five (5) internal strategy sessions with the OWNER. For budgeting purposes it is assumed that each meeting will require attendance of two staff for two (2) hours.

Task 2.3.7.2 Review of FDEP Stormwater Methodology

The FDEP has proposed that all future nutrient reduction calculations use a spreadsheet model developed by EPA based on the PLSM. CONSULTANT will review the proposed methodology based on its technical merit and suggest changes to the methodology to improve its robustness and technical accuracy. This review will result in letter to the OWNER recommending modifications to the FDEP methodology to better represent the OWNER's stormwater projects.

Task 2.3.7.3 Future Stormwater Projects

CONSULTANT will develop two lists of stormwater projects (2015 and 2023) to demonstrate how the OWNER will meet interim and long-term BMAP goals. The projects and calculations performed using the Watershed Management Model (WMM) as part of the Master Stormwater Master Plan (MSMP) will be used as the basis for these lists. In addition to the project lists, the submittal to FDEP will include a tributary area map for each project, the total acreage served by each stormwater facility, the land use distribution within the project tributary area, the event mean concentration used for water quality calculations, and the removal efficiency used to calculate the TN that will be removed by each project.

CONSULTANT will also use the EPA spreadsheet model which is based on the Pollutant Load Screening Model (PLSM) to calculate the TN load coming into each proposed project. If requested, CONSULTANT will extract runoff coefficients from this PLSM, and will use those values to calculate the potential TN reduction based on detention time during the dry year and removal efficiency curves developed for FDEP by Dr. Harvey Harper. CONSULTANT will develop a spreadsheet model of each proposed facility for submittal to FDEP. Up to 30 spreadsheet models will be developed.

Task 2.3.7.4 Completed Stormwater Projects

In addition to future stormwater projects identified in Task 2.3.7.3, CONSULTANT will review permit and design information provided by the OWNER for 13 stormwater projects completed between 2010 and 2013 to calculate nutrient reduction credits applicable to the BMAP. These calculations will be performed in accordance with the methodology described above and will be coordinated with the FDEP.

Task 2.3.7.5 Assessment of TN Credits from other Entities

CONSULTANT will review the TN loading provided by point and non-point source entities with the LSJR watershed. CONSULTANT will determine whether TN credits are available from those entities and will contact each to gauge interest in credit trading. CONSULTANT will coordinate meetings with potential trading partners, provide technical assistance related to any potential credit trading arrangement, and estimate the potential value and benefit to the OWNER of any potential arrangement.

Task 2.3.7.6 Letter Report

CONSULTANT will generate a letter report documenting the work performed in the previous tasks. The letter report will include the following:

Background.

A suite of options to meet the 2015 (midpoint) level of TN removal. This list will include stormwater projects, septic tank phase outs, and credit trading with various entities. Background calculations for the three options will be provided in spreadsheet to FDEP for review.

As suite of options to meet the 2023 level of TN reduction. This will be a much broader option and will offer multiple lists of stormwater projects and, as before, will offer septic tank phase outs and credit trading options.

Task 2.3.8 Septic Tank Phase-out Credit Calculations using ArcNLET

FDEP is committed to the application of the groundwater flow and transport model ArcNLET to quantify TN loading to surface waters from septic tank/drainfield systems, and to quantify potential TMDL water quality credit for removal of such systems. Although the model is still under review by an independent Technical Advisory Committee (TAC), FDEP has recently applied the current version of the model to estimate TMDL credit for the first phase of the OWNER Lateral Only Connection (LOC) program. Review of the model, results, and model documentation by CONSULTANT indicates various opportunities for model improvement and optimization of the selection of septic tank systems chosen for sewer connection, based on maximizing the TMDL credit available per septic tank chosen. The work associated with this improvement and optimization can be broken into two categories: *data development* and *model application*.

Task 2.3.8.1 Data Development

Previous estimates of potential septic tank nitrogen loadings have been performed at the county scale and at subscales involving 19,000 acres of land that have been defined as priority areas by the Duval County Department of Health (DOH). The best available county-wide waterbody datasets available at those large map scales were used for planning number generation: The SJRWMD water's edge dataset and the National Hydrography Dataset (NHD). Examination of initial ArcNLET LOC runs by FDEP using these datasets indicate a large potential for improvement using waterbody breakline data from the Duval County LiDAR in combination with aerial photography, the NPDES coverage currently under development, and the MSMP mapping of the primary stormwater system. Several levels of waterbody data development are proposed, corresponding to the proposed ArcNLET model runs described in Task 2.3.8.2.

Three improvements to the LOC GIS dataset will be performed:

1. The location of water's edge will be verified using waterbody breakline data for the entire county from the Duval County LiDAR in combination with aerial photography, the NPDES coverage currently under development, and the MSMP mapping of the primary stormwater system.

2. Following initial LOC screening run (Model Application Item #3), the location of LOCs within Duval County (i.e., which parcels) will be verified through coordination with JEA and other consultants. It is apparent that errors exist in the LOC dataset developed from JEA billing data. Additionally, Septic tank placement (i.e., where on the subject parcel does the septic tank and drain field actually exist) will be verified. This task will be performed by JEA and other City consultants. CONSULTANT will provide coordination assistance as needed.

3. Following initial county-wide screening run (Model Application Item #5), the location of septic tanks within Duval County (i.e., which parcels) will be verified. Based on previous Department of Health verification activities, an error rate of approximately 10% is expected. Additionally, septic tank placement (i.e., where on the subject parcel does the septic tank and drain field actually

exist) will be verified. This task will be performed by JEA and other City consultants. CONSULTANT will provide coordination assistance as needed.

Item #1 will be performed in prior to the field verification in Items #2 and #3. Various datasets along with aerial photography will be used to refine the water's edge shapefile used by the ArcNLET model. Proximity to water's edge is a driver for nutrient reduction, and refinement of this dataset is expected to impact nutrient reduction estimates for the LOCs.

Item # 2-3 are critical for project initiation and JEA has begun the process of vetting whether septic tank systems are actually in use at the LOC locations identified. Also important for more accurate simulation of nitrogen loading to surface water bodies is the location of the septic tank and drainfield within the bounds of the subject parcel. Currently, it is assumed that the centroid of the parcel polygon is the septic tank location, which is problematic for many parcels and has the potential to introduce large error for parcels adjacent to waterbodies. CONSULTANT will coordinate with JEA and the OWNER to field verify and/or best estimate the location of the septic tanks in advance of model simulations. In the absence of timely completion of this estimate based on field inspection, CONSULTANT will test the sensitivity of the parcel centroid assumption under the model application task.

Task 2.3.8.2 Model Application

As datasets are further developed under Task 2.3.8.1, CONSULTANT will run each of the four ArcNLET modules (groundwater flow, particle tracking, transport, and denitrification) to determine loadings to surface waters and which clusters of septic tanks are providing the largest relative loadings. These septic tanks would provide the largest relative benefit in terms of TMDL water quality credits. ArcNLET does not calculate the load per septic tank but rather the total loadings to each defined water body. Therefore selection of water bodies with high relative loads (i.e., load per contributing septic tank) is used to define clusters of high contributing septic tanks at the field scale. Further model runs per waterbody to assign loadings to individual septic tanks is possible, but is not included in the scope of work since it cannot be known a priori how often that exercise would be desirable and at how many locations. Currently proposed model runs would include:

1. Re-run the FDEP/FSU initial LOC model run of 740 tanks.

This run is intended to be 757 LOCS, but data issues precluded modeling 17 septic tanks shown in the GIS datasets to be within waterbodies. This non-physical situation in the data arises due to poor delimitation of waterbodies at the field scale, or due to the parcel centroid assumption which can lead to the septic tank being placed in a waterbody within the model.

2. Re-run the FDEP/FSU initial LOC model run of the full 757 tanks.

CONSULTANT will use professional judgment to place the 17 tanks on the subject parcels. Because these 17 are known to be adjacent to waterbodies, it is expected these will have a high relative nitrogen loading rate and their inclusion will result in a meaningful increase in the overall nitrogen loading from the 757 LOCs.

3. After completing the waterbody data update (Data input Item #1), CONSULTANT will run the ArcNLET simulation for the county-wide set of LOCs (approximately 4,000) to identify those water bodies with the highest nutrient loading from septic tanks. The waterbodies with the

highest nutrient loading will be visually analyzed to identify a set of LOCs that maximizes the TMDL water quality credit per LOC while remaining within project budget (LOC subset).

4. Upon completion of the LOC screening run (Model Application Item #3), CONSULTANT will update input datasets provided by JEA and other City consultants (Data Application Item #2) and re-run the ArcNLET simulation for the LOC subset. The intent of this run is to provide a new minimum estimate of eligible nutrient reductions for the LOC subset based on updated drain field verification.

5. After completing the waterbody data update (Data Input Item #1), CONSULTANT will run the ArcNLET simulation for the county-wide set of septic tanks (approximately 65,000) to identify those water bodies with the highest nutrient loading from septic tanks. If computational limitations are encountered with the ArcNLET tool, each sub-basin (i.e. approximately 60 watersheds) will be run individually and results compiled manually. This exercise will result in a prioritized list of waterbodies by septic tank nutrient contribution. The waterbodies with the highest nutrient loading will be visually analyzed to identify clusters of septic tanks that maximize the TMDL water quality credit while remaining within project budget (STPO subset). The objective of this run is to identify the top nutrient contributing waterbodies to expand the 'eligible' pool of septic tanks (as defined by FDEP) and be able to best prioritize phase out areas throughout the county based on potential TMDL water quality credit, while not limiting projects to the previously developed DOH priority areas.

6. Upon completion of the septic tank screening run (Model Application Item #5), CONSULTANT will update input datasets provided by JEA and other City consultants (Data Application Item #3) and re-run the ArcNLET simulation for the STPO subset. The intent of this run is to provide a new minimum estimate of eligible nutrient reductions for septic tank phase out areas based on the best available data.

For each model run, graphical and tabular results will be prepared quantifying the expected annual nitrogen load reductions in metric tons per waterbody. The results for each model run will be synthesized such that a recommended subset of LOCs or of septic tanks is developed, comprising the 'best-buy' in terms of TMDL credit optimization. Upon review and comment by the OWNER, up two additional subsets per model run will be developed to incorporate the 'best buy' approach as well as any other project criteria or constraints presented by the OWNER.

It is expected that Florida State University researchers who developed the ArcNLET model will be available for QA/QC reviews of the model runs on behalf of FDEP.

Task 2.3.8.3 Letter Report

CONSULTANT will generate a letter report documenting the data development, model application, results, and implications. The letter report will include the following:

1. Background.

2. Summary of existing and project-developed datasets for waterbodies and for LOCs/septic tanks. Summary of all other data used.

3. Documentation of model set up and input parameters for the four ArcNLET modules and for the various model runs performed.

4. Documentation of model results for the various model runs and sensitivity analyses performed.

5. Implications for the LSJR TMDL and for potential future phase-out projects

Task 2.3.9 Miscellaneous TMDL Support

Task 2.3.9.1 2013 and 2014 Annual Report Card of LSJR Executive Committee

CONSULTANT will coordinate the OWNER's activities related to TMDL and summarize in a report card what the OWNER has done to reduce nutrients in 2013 and 2014. Activities include performing credit calculations for public education, street sweeping, participation in Florida Yards and Neighborhoods, water quality facilities, septic phase out, and nitrogen credit trades.

Task 2.3.9.2 Meetings and other additional Support

CONSULTANT will attend quarterly TAC meetings and provide any support to the OWNER and complete action items between quarterly meetings. CONSULTANT will also attend up to four meetings with FDEP and provide meeting minutes and feedback to the OWNER.

CONSULTANT will attend the LSJR Executive Committee Meeting (up to 2 meetings) to support the OWNER. CONSULTANT will generate meeting minutes and will meet with OWNER staff (up to 2 meetings) to strategize the OWNER's position.

CONSULTANT will provide miscellaneous TMDL support through the fiscal year. This task includes budget to address unforeseen tasks that could occur throughout the year due to the dynamic situation concerning the creation and implementation of BMAPs.

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:

Project Kick-Off and Progress Meetings

CONSULTANT will prepare for and conduct a kick-off meeting for the project. The CONSULTANT will attend monthly progress meetings during the estimated 18-month project duration. Additionally, the CONSULTANT will attend special meetings at the request of the OWNER from time to time. An average of one (1) additional meeting per month with the OWNER staff is assumed in this Task Authorization. The CONSULTANT will prepare and distribute meeting minutes of each meeting as appropriate. This task also includes monthly project status review management meetings, and periodic progress internal team meetings.

Project Quality Control (QC) Technical Review

CONSULTANT maintains a QC program on all of your projects. An internal project quality management planning session will be conducted at the start of the project. This action is required by CONSULTANT's

quality management system (QMS) guidelines. Technical Review Committee (TRC) meetings are budgeted for and will be performed to review various percent complete submittals. OWNER's representatives are invited to attend and participate at the TRC meetings.

Project Status Reports

CONSULTANT's project manager will prepare and submit monthly written status reports for an anticipated project life of 18 months which will accompany requests for payment submitted to the OWNER.

DATA OR COORDINATION ASSISTANCE TO BE PROVIDED BY THE OWNER

Furnish to CONSULTANT, as requested by CONSULTANT for performance of Services as required by the Contract Documents, the following:

1. The OWNER will provide CONSULTANT with stormwater project design and permit drawings for those projects evaluated under Task 2.3.7.4.

2. The OWNER will provide the CONSULTANT with the most up to date LOC and septic tank coverage for Duval County to be used in conducting modeling scenarios described in Task 2.3.8.2.

3. The OWNER will provide CONSULTANT with stormwater project and design permit drawings and reports for those projects to be evaluated under Task 2.3.9.1.

TIME OF COMPLETION/SCHEDULE

Task 2.3.7 will be completed no later than 35 days following Notice to Proceed (NTP). Task 2.3.8 will be completed within 6 months of NTP. Task 2.3.9 will be completed within 14 months of NTP.

COMPENSATION AND PAYMENT

Total compensation for all services and related materials and supplies described in this scope of work will be $193,044 in labor and other direct costs as shown in the attached Contract Fee Summary Form. Labor costs shall be invoiced at the agreed billing rates and labor categories. Miscellaneous direct expenses and subcontracts (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 CITY. 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 V

CONTRACT FEE SUMMARY FORMAT FOR ENGINEERING DIVISION
CITY OF JACKSONVILLE, FLORIDA
Amendment 11 - TMDL Support
December 6 2013

PART I - GENERAL

1. Project	**Proposal Number**
MSMP Update Amendment 9 - MSMP Support	RFP
3. Name of Consultant	**Date of Proposal**
CDM Smith	5/16/2013

PART II - LABOR RELATED COSTS

5. Direct Labor	Hourly Rate	Estimated Hours		TOTAL
Officer/Technical Expert	66.00	110	$ 7,260.00	
Principal / Associate / Project Manager	56.00	110	$ 6,160.00	
Senior Professional	44.50	122	$ 5,429.00	
Project Engineer II / GIS Specialist III	36.50	4	$ 146.00	
Project Engineer I / GIS Specialist II	30.50	88	$ 2,684.00	
GIS Specialist I / Technician	26.00	16	$ 416.00	
Clerical	18.50	28	$ 518.00	
TOTAL DIRECT LABOR		478		$ 22,613.00
6. Overhead (Combined Fringe Benefit & Administrative)				
Overhead Rate	178.5% x Total Direct Labor			$ 40,364.21
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				$ 62,977.21
8. PROFIT: Labor Related Costs (Item 7)			x 10%	$ 6,297.72

PART III - OTHER COSTS

9. Miscellaneous Direct Costs		
Transportation and Per Diem	$ 200.00	
Presentation Boards		
Reproduction and Binders	$ 500.00	
Aerial Photographs (Provided by City)		
Various Data, CDs, ZIP Disks	$ 100.00	
Teleconferences, Express Mail, and Shipping	$ 500.00	
Computer Charges		
MISCELLANEOUS DIRECT COSTS SUB-TOTAL		$ 1,300.00
10. SUBCONTRACTS (Lump Sum)		
SUB-CONTRACT SUB-TOTAL		$ -
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)		$ 70,574.93
11. REIMBURSABLE COSTS (Limiting Amount)		
Task 2.3.8 Septic Tank Phase-Out Credit Calculation using ArcNLET	$ -	
Task 2.3.8.1 Data Development	$ 30,941.35	
Task 2.3.8.2 Septic Tank Phase-Model Application	$ 38,036.42	
Task 2.3.8.3 Letter Report of Septic Tank Model	$ 19,496.11	
Task 2.3.9 Miscellaneous TMDL Support		
Task 2.3.9.1 2013 Annual Report Card of LSJR Executive Committee	$ 11,671.94	
Task 2.3.9.2 Meeting and other additional Support	$ 22,323.72	
SUB-TOTAL REIMBURSABLES		$ 122,469.54

PART IV - SUMMARY

TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10 and 11)	**$ 193,044.47**
12. PRIOR CONTRACT AMOUNT (Through Amendment 2)	$ 8,212,789.00
AMENDED AMOUNT OF CONTRACT	$ 8,405,833.47