

9481  
Amd 3

**AMENDMENT NUMBER THREE TO AGREEMENT  
BETWEEN  
THE CITY OF JACKSONVILLE  
AND  
OLSEN ASSOCIATES, INC.  
FOR  
COASTAL ENGINEERING AND CONSTRUCTION  
SERVICES FOR BEACH RE-NOURISHMENT PROJECTS**

**THIS AMENDMENT NUMBER THREE** to Agreement is made and entered into in duplicate this 5 day of May, 2014 (hereinafter the "Effective Date"), by and between the CITY OF JACKSONVILLE (hereinafter the "CITY"), a municipal corporation existing under the Constitution and the laws of the State of Florida, and OLSEN ASSOCIATES, INC. (hereinafter the "CONSULTANT"), a Florida corporation with principal offices at 2618 Herschel Street, Jacksonville, Florida 32204, for coastal engineering and construction services for beach re-nourishment projects (hereinafter the "Project").

**RECITALS:**

**WHEREAS**, on April 16, 2010, the parties made and entered into City of Jacksonville Contract # 9481 (hereinafter the "Agreement") for the Project; and

**WHEREAS**, said Agreement has been amended twice previously; and

**WHEREAS**, said Agreement should be amended further by: adding and incorporating **Exhibit "E"**, attached hereto and incorporated herein by this reference, to revise the Scope of Services; adding and incorporating **Exhibit "F"**, attached hereto and incorporated herein by this reference, to revise the Contract Fee Summary; exercising the second and final renewal option so as to extend the period of service from May 1, 2014, to April 30, 2016, with no renewal options remaining; increasing the lump sum amount for professional coastal engineering services by \$136,251.08 to a new limit of \$420,767.26; increasing the not-to-exceed limit for permit/notice

fees by \$19,750.00 to a new limit of \$20,650.00; and, increasing the maximum indebtedness of the CITY by \$156,000.00 to a new not-to-exceed total maximum indebtedness of \$442,000.00, with all other provisions, terms, and conditions of said Agreement, as previously amended, remaining unchanged; now therefore

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

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

2. Section 1.01 of said Agreement is amended in part by adding and incorporating **Exhibit “E”** so as to revise the Scope of Services; and, as amended, shall read as follows:

“1.01. CITY hereby engages CONSULTANT and CONSULTANT hereby accepts said engagement for the purpose of providing to CITY professional services for the Project, as described in and according to the provisions of the “Scope of Services,” attached hereto as **Exhibits “A”, “C”, and “E”** and, by this reference, made a part hereof.”

3. Section 3.01 of said Agreement is amended in part by exercising the second and final renewal option so as to extend the period of service from May 1, 2014, to April 30, 2016, with no renewal options remaining, and as amended shall read as follows:

“3.01. The term of this Agreement shall become effective as of the Effective Date and shall continue and remain in full force and effect as to all its terms, conditions and provisions as set forth herein until APRIL 30, 2016, unless sooner terminated by either

party, with or without cause, by giving of not less than thirty (30) days' prior written notice to the other party to this Agreement.”

4. Section 7.01.01 of said Agreement is amended in part by increasing the lump sum amount for professional coastal engineering services by \$136,251.08 to a new limit of \$420,767.26, and as amended shall read as follows:

“7.01.01. For professional coastal engineering services, as described in **Exhibit “E”**, a lump sum amount of FOUR HUNDRED TWENTY THOUSAND SEVEN HUNDRED SIXTY-SEVEN AND 26/100 DOLLARS (\$420,767.26), as detailed in **Exhibit “F”**, attached hereto and, by this reference, made a part hereof and incorporated herein.”

5. Section 7.02.03 of said Agreement is amended in part by increasing the not-to-exceed limit for permit/notice fees by \$19,750.00 to a new limit of \$20,650.00, and as amended shall read as follows:

“7.02.03. For permit/notice fees, as described in **Exhibit “E”**, an amount not-to-exceed TWENTY THOUSAND SIX HUNDRED FIFTY AND 00/100 DOLLARS (\$20,650.00), as detailed in **Exhibit “F”**.”

6. Section 7.05 of said Agreement is amended in part by increasing the maximum indebtedness of the CITY by \$156,000.00 to a new not-to-exceed total maximum indebtedness of \$442,000.00, and as amended shall read as follows:

“7.05. The maximum indebtedness of the CITY for all fees, reimbursable items, or other costs for Services provided by CONSULTANT pursuant to this Agreement shall not exceed the sum of FOUR HUNDRED FORTY-TWO THOUSAND AND 00/100

DOLLARS (\$442,000.00).”

7. Attach **Exhibit “E”**.

8. Attach **Exhibit “F”**.

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


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

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

ATTEST:

CITY OF JACKSONVILLE

By James R. McCain, Jr.  
 Corporation Secretary



By Alvin Brown  
 Mayor

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, and that provision has been made for the payment of monies provided therein to be paid.

*Bodget* Geoffrey 5/2/19  
 Director of Finance  
 City of Jacksonville Contract Number: 9481  
 Amendment #3  
*Bo*

Form Approved:

James R. McCain, Jr.  
 Office of General Counsel

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

ATTEST:

OLSEN ASSOCIATES, INC.

By Heather Kaika  
 Signature  
Heather Kaika  
 Type/Print Name  
Office Manager  
 Title

By Kevin R. Bodge  
 Signature  
KEVIN R. BODGE  
 Type/Print Name  
SR. VICE PRESIDENT  
 Title

## EXHIBIT E

### SCOPE OF SERVICES

#### COASTAL ENGINEERING SERVICES FOR BEACH RENOURISHMENT PROJECTS CITY OF JACKSONVILLE, FLORIDA

April 2014 – April 2016

##### General Scope.

1. Consultant shall provide professional coastal engineering services to the City of Jacksonville (City) in support of the Duval County Federal Shore Protection Project, and related beach management tasks in Duval County, FL in accordance with the scope of work outlined below.
2. The scope of work reflects activities that are presently anticipated within 24 months for the approximate period April 2014-April 2016, including continuance of ongoing activities. These include engineering review and analysis, design, permitting, interagency coordination, and limited monitoring activities required per the project's Florida Dept. of Environmental Protection permits and for quality assurance, related to:
  - a) Year-3 and -4 post-construction monitoring of the project's 2011 beach renourishment, and
  - b) Preparation, submittal, and renewal of the project's permits; and planning and engineering design required for the project's next beach renourishment (anticipated in 2016-17, unless the schedule is modified by the Corps of Engineers).
3. The extent of services that is ultimately required to accomplish the tasks listed below shall be determined in part by actions taken by the US Army Corps of Engineers (Corps), Bureau of Ocean Energy Management (BOEM), Florida Dept. of Environmental Protection (FDEP), and other relevant regulatory agencies, over which the Consultant has limited control.
4. This scope of work does not include beach and seabed (borrow area) monitoring surveys, analysis and preparation of engineering reports -- required (by FDEP permit) in 2014 and 2016 -- excepting allowance for incidental condition surveys and for independent review of surveys, analysis and reports prepared by the Corps on behalf of the City. If the Corps does not complete these surveys and reports in 2014-16, then such services performed by the Consultant would be additive to the present scope of work.
5. This scope of work requires the Consultant to provide or prepare supporting materials for quarterly progress reports and reimbursements, required by FDEP in the project's cost-sharing agreement with the City; however, it does not include comprehensive preparation and submittal of these reports to FDEP for cost-reimbursements, because it is anticipated that the City will continue to perform that task.
6. This scope of work includes contributory design and review of planning documents for construction of the project's next beach renourishment. In anticipation of the Corps' construction of the next project renourishment, it likewise includes an allowance for negotiation of lease agreements with BOEM, limited construction review, and submittal of pre- and during-construction reports/information required by permits and leases.

Specific Scope & Tasks.

7. Specific work elements include the following:

- a) Coordinate with Corps of Engineers to ensure that Corps conducts, or is programmed to conduct, Year-Three and Year-Five post-renourishment beach monitoring survey in Summer 2014 and 2016, and that the Corps prepares subsequent analyses and reports, toward compliance with the project's FDEP permit.
- b) Coordinate with Corps of Engineers to ensure that Corps conducts a Year-Three post-construction physical survey of the offshore borrow area in 2013, per the BOEM lease agreement for the borrow area.
- c) Review, supplement and submit Corps of Engineers reports to FDEP. Prepare supplementary analysis and memorandum that interprets the project's performance and requirements for project renourishment, for use by the City.
- d) Conduct engineering analysis and prepare engineering report describing change in offshore borrow area conditions based upon Corps' seabed survey data. Submit report to City, FDEP, Corps, and BOEM.
- e) Coordinate with Corps of Engineers for collection of beach profile survey data in 2015 for use in project renourishment evaluation and preliminary engineering design.
- f) Review new geotechnical (vibracore) data to be collected by the Corps at the offshore borrow area in 2014/15 to (1) refine borrow area boundaries, and (2) identify potential enlargement of the borrow area and available sand quantity.
- g) Prepare and submit Joint Coastal Permit (JCP) application for renewal of the project's FDEP permit for future beach renourishment. Incorporate new geotechnical data for borrow area, as required. Submit permit fees. Respond to requests for additional information (RAI's) from the environmental regulatory agencies in order to acquire a new 15-year JCP permit.
- h) Assess requirements for escarpment removal, as required by FDEP permit and the U. S. Fish & Wildlife Service. Examine (monitor) beach and dune conditions, damage, and erosion, as required, after storm events.
- i) Respond to requests for data or information regarding the project pursuant to the Lease Agreement with the U.S. Dept. of Interior, Bureau of Ocean Energy Management (BOEM) and/or U. S. Army Corps of Engineers (Corps), for use of dredged sand from the project's sand borrow area on the Outer Continental Shelf.
- j) Assist Corps with update of the shore protection project's economic analysis, benefit/cost ratio, risk register, projection of probable future costs, and supplemental environmental assessments, if/as requested or required.
- k) Review the surveys, design, plans and specifications prepared for future project construction, by the Corps, for compliance with permit and lease conditions, and to optimize project performance and cost efficiencies, and to appropriately ensure the best technical, economic and environmental interests of the non-federal sponsors (i.e., City of Jacksonville), if required. Provide technical review comments and recommendations to the Corps in this regard.
- l) Assist the City of Jacksonville in coordination/consultation with the FDEP, Corps of Engineers, local governments (Cities of Atlantic Beach, Neptune Beach and Jacksonville Beach; collectively "Beaches"), Beaches Sea Turtle Patrol, and other relevant agencies and

- project interests, toward implementation of project renourishment and subsequent monitoring requirements, including coordination of and attendance at meetings among these agencies. Provide general information and descriptions of the project for City staff, officials and public, if/as requested. Coordinate with the local Beaches governments for review of public beach parking, access, and related project elements that must be maintained in accordance with the project's State cost-sharing Agreement.
- m) Provide technical assistance to the City in review of and/or coordination associated with potential beach- and/or nearshore-disposal of dredged material from the St. Johns River Entrance along the Duval County shoreline by the Corps of Engineers; offshore placement of dredged material proximate to the beach renourishment sand borrow areas; and reconnaissance-level review of such construction activities by the Corps for compliance with State requirements and the best interests of the non-federal sponsors.
  - n) Provide technical assistance or review to the City and Corps of Engineers in regard to regional sand management at the St. Johns River Entrance (inlet), including dredging of sand from the shoreline north of the inlet, and potential placement to the shoreline south of the inlet.
  - o) Conduct other tasks directly related to, or required for, project renourishment, including meetings, correspondence, briefings, professional expertise, preparation of Consultant's progress reports by January 15, March 15, June 15, September 15 of each year, and providing technical briefing assistance required for project funding and appropriations, including revisions and amendment to the State of Florida cost-share Agreement for the project.
  - p) Assist the City of Jacksonville in preparing Long Range Budget Plan requests and related documentation required for cost-share funding by the State of Florida, through provision of required technical information.
  - q) In anticipation of the Corps' construction of the next project renourishment, allowance is included for the Contractor's limited construction review of construction activities, participation in the pre-construction conference, assistance and coordination with the Corps of Engineers for the submittal of documents required by permits and lease agreements prior to and during construction.



EXHIBIT F

EXHIBIT F					
CONTRACT FEE SUMMARY FOR ENGINEERING DIVISION					
CITY OF JACKSONVILLE, FLORIDA					
PART ONE - GENERAL					
1. PROJECT		2. CONTRACT NUMBER			
Coastal Engineering and Construction Services for Beach Renourishment Projects		89481			
3. CONSULTANT		4. DATE OF PROPOSAL (Fee for 2-year service extension: 2014 - 2016)			
Olsen Associates, Inc.		2/27/2014			
TOTAL					
PART TWO - LABOR RELATED COSTS					
5. LABOR	HOURLY RATE	ESTIMATED HOURS	ESTIMATED COST	TOTAL	
Principal	\$ 72.73	10	\$ 727.30		
Principal II	\$ 64.72	480	\$ 31,065.60		
Senior Engineer	\$ 54.55	14	\$ 763.70		
Coastal Engineer I	\$ 41.81	190	\$ 7,943.90		
Coastal Engineer II	\$ 34.91	50	\$ 1,745.50		
Coastal Engineer III	\$ 31.27	45	\$ 1,407.15		
Draftsman	\$ 26.18	120	\$ 3,141.60		
Admin Assistant	\$ 22.55	122	\$ 2,751.10		
TOTAL LABOR				\$ 49,545.85	
6. OVERHEAD (COMBINE FRINGE BENEFIT AND ADMINISTRATIVE)				\$ 74,318.78	
OVERHEAD RATE - 150% X TOTAL DIRECT LABOF					
7. SUBTOTAL - LABOR + OVERHEAD (ITEMS 6 & 6)				\$ 123,864.63	
8. PROFIT - LABOR RELATED COSTS (ITEM 7) X 10%				\$ 12,386.46	
PART THREE - OTHER COSTS					
9. SUBCONTRACTS (LIMITING AMOUNT)					
Marine Turtle/Shorebird Surveys	\$ -	included in prior amend.	\$ -		
Surveyor 0 profile lines @	\$ -	included in prior amend.	\$ -		
Geotech Lab 0 samples @	\$ 0	included in prior amend.	\$ -		
Beach Lighting Surveys	\$ 0	not yet reqd in 2014-18	\$ -		
SUBCONTRACT SUBTOTAL				\$ -	
TOTAL LUMP SUM AMOUNT (ITEMS 5, 6, 8, & 9)				\$ 136,251.08	
10. MISCELLANEOUS REIMBURSABLE COSTS					
Courier / Express Mail 0 @	\$ 13.00	per item	\$ -		
Travel 0 miles @	\$ 0.48	per mile	\$ -		
Permit / Notice Fees 1 allowance	\$ 19,750.00	FDEP permit application fee	\$ 19,750.00		
Printing 0 sheets @	\$ 0.05	per sheet	\$ -		
Long Distance Telephone	\$ -	allowance value	\$ -		
MISCELLANEOUS REIMBURSABLE COSTS SUBTOTAL				\$ 19,750.00	
PART FOUR - SUMMARY					
TOTAL AMOUNT OF CONTRACT (REIMBURSABLE - NOT TO EXCEED (NTE)				\$ 156,000	
ITEMS 5, 6, 8, 9, 10, & 11				\$ 156,000	