

8811-01  
Amd 5

**AMENDMENT NUMBER SIX TO AGREEMENT  
(PSEC AMENDMENT #7)  
BETWEEN  
THE CITY OF JACKSONVILLE  
AND  
THE HESTER GROUP, LLC.  
FOR  
COMMUNITY OUTREACH CONSULTING AND ACQUISITION SERVICES  
FOR  
CITY OF JACKSONVILLE ASH SITES**

**THIS AMENDMENT NUMBER SIX** to Agreement for public outreach consulting services for City of Jacksonville ash sites (hereinafter the "Project") is made and entered into in duplicate this 25 day of June, 2015, by and between the CITY OF JACKSONVILLE, a municipal corporation existing under the Constitution and the laws of the State of Florida, (hereinafter the "CITY") and THE HESTER GROUP, LLC., a Florida limited liability corporation with principal offices at 6320 St. Augustine Road, Suite 10, Jacksonville, Florida 32217 (hereinafter the "CONSULTANT").

**RECITALS:**

**WHEREAS**, in 2008 the parties made and entered into CITY Contract #8811-01 (hereinafter the "Agreement") for the Project; and

**WHEREAS**, said Agreement has been amended five (5) times previously; and

**WHEREAS**, said Agreement should be further amended by adding, attaching, and incorporating a new Contract Fee Summary and the Hester Group acceptance letter as **Exhibit "J"** and by increasing the maximum indebtedness by an amount not-to-exceed \$1,014,707.90 to a new not-to-exceed total maximum indebtedness of \$5,178,218.16, with all other provisions, terms, and conditions in said Agreement remaining unchanged; now therefore

**IN CONSIDERATION** of the Agreement and of the mutual covenants and agreements hereinafter contained and for other good and valuable consideration the parties acknowledge as legally sufficient, 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 7.01.01 in said Agreement is amended by adding, attaching, and incorporating a revised Contract Fee Summary and the Hester Group letter of acceptance as **Exhibit “J”**, and as amended shall read as follows:

“7.01.01. The CONSULTANT’s professional fees under the terms of this Agreement shall be those contained in the ‘Contract Fee Summary’, attached hereto and, by this reference, made a part hereof as **Exhibits ‘B’, ‘D’, ‘F’, ‘H’, ‘I’, and ‘J’** for the term of this Agreement. The CONSULTANT’s professional fees shall be billed monthly for Services provided the previous month using invoices and such other documentation satisfactory to the CITY to allow and authorize payment. Each such invoice shall include the amount of payment requested, the amount previously paid, the total contract value, the percent completed since the last invoice, the total percent completed to date, and any other such information as may be reasonable and necessary to secure the written approval of the invoice by the CITY’s Project Coordinator. Each invoice shall contain a statement that it is made subject to the provisions and penalty of Section 837.06, Florida Statutes. Payments shall be made within forty-five (45) days after receipt of said invoices or other documentation by the CITY. To the extent that professional fees include reimbursement for travel or travel related expenses, such travel related expenses shall be subject to and governed by the provisions and limitations of Chapter 106, Part 7, *Ordinance Code*, of the CITY.”

3. Section 7.01.02 of said Agreement is amended by increasing the maximum indebtedness by an amount not-to-exceed \$1,014,707.90 to a new not-to-exceed total maximum indebtedness of \$5,178,218.16, and as amended shall read as follows:

“7.01.02. The maximum indebtedness of the CITY for all fees, reimbursable items, or other costs for Services performed by CONSULTANT pursuant to this Agreement shall not exceed the sum of **FIVE MILLION ONE HUNDRED**

**SEVENTY-EIGHT THOUSAND TWO HUNDRED EIGHTEEN AND 16/100 DOLLARS (\$5,178.218.16) for the term of this Agreement.”**

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

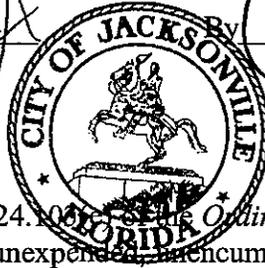
**[Remainder of page left blank intentionally. Signature page follows immediately.]**

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.  
James R. McCain, Jr.  
Corporation Secretary



By Cleveland Ferguson III  
Cleveland Ferguson III  
Deputy Chief Administrative Officer  
By Alvin Brown  
Alvin Brown, Mayor Alvin Brown  
Mayor  
Under Authority of:  
Executive Order No. 2015-01

In accordance with Section 24.106 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.

C. Ronald Belton  
Director of Finance  
City Contract #8811-01  
Amendment #6

APB

Form Approved:

James R. McCain, Jr.  
Office of General Counsel

WITNESS:

THE HESTER GROUP, LLC.

By Nancy Buenger  
Signature  
Nancy Buenger  
Type/Print Name  
Office Manager  
Title

By Roslyn M. Phillips  
Signature  
Roslyn M. Phillips  
Type/Print Name  
Vice President  
Title

EXHIBIT "J"  
CONTRACT FEE SUMMARY

Hester Group Contract  
#8811-01  
Ash Remediation Outreach

Attachment 1

**RE: Public Outreach Consulting and Acquisition Services for City of Jacksonville Ash Sites**

Remediation is progressing in all ash site areas. The outreach activities for February 2015 – September 30, 2016 will focus on: educating residents about the ash sites and the clean-up process, acquiring access agreements, managing temporary housing activities and coordinating with contractors for all upcoming phases.

Hester Group proposes to maintain the current terms and conditions of the base contract. Below is the fee summary for the continuation of public outreach activities.

Outreach staff roles and hourly billing rates from previous contract amendment will continue.

Staff Roles & Rates

- (1) Project Manager – Public Outreach Oversight (680 @ \$33.65/hr)
- (1) Outreach Director –Information Center Management, Quality Control/Database Management/Reconciliation/Document Control (2,720 @ \$27.40/hr.)
- (4) Outreach Specialist - Door-to-Door Outreach, Temporary Housing Coordination/ (10,880 @ \$22.12/hr.)

Annual Fee & Expense Budget Year 6 (Contract ending February 15, 2015 – September 30, 2016)

| <u>Fee Type</u>  | <u>Amount</u>      |
|--|--------------------|
| Public Outreach Services:  | \$929,707.90       |
| Public Information Center/Printing and supplies  | \$10,000.00        |
| Temporary Housing Hotels, Meals and Transportation Expenses: (100 Families - \$750/Family) | <u>\$75,000.00</u> |
| Total  | \$ 1,014,707.90    |

In summary, the requested 6<sup>th</sup> amendment to the Hester Group contract is an extension of public outreach services for OU1, OU2, Fifth and Cleveland, Forest Street, Lonnie Miller and Browns Dump of ash site remediation and will increase the total not to exceed amount to \$5,178,218.16.