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**TWENTY-SECOND AMENDMENT TO AGREEMENT BETWEEN THE CITY OF JACKSONVILLE AND HDR ENGINEERING, INC.; FOR PROGRAM MANAGEMENT SERVICES FOR "BETTER JACKSONVILLE" TRANSPORTATION AND ROAD WIDENING PROJECTS IN THE NORTH & WEST AREAS**

THIS TWENTY-SECOND AMENDMENT TO AGREEMENT, made and entered into in duplicate this 11 day of December, 2013, by and between the CITY OF JACKSONVILLE, a municipal corporation in Duval County, Florida, hereinafter referred to as the CITY, and HDR ENGINEERING, INC., a corporation authorized to do business in the State of Florida at 200 West Forsyth Street, Suite 800, Jacksonville, Florida 32202, hereinafter referred to as the PROGRAM MANAGER, for Program Management Services for "Better Jacksonville" Transportation and Road Widening Projects in the North & West Areas, hereinafter referred to as the Services.

WITNESSETH:

WHEREAS, the parties entered into a certain Agreement for Program Management Services for the Services dated the 6<sup>th</sup> day of November, 2001 (the "Agreement"); and

WHEREAS, the Agreement has been previously amended; and

WHEREAS, the parties wish to further amend the said Agreement to adjust the scope of work and adjust the PROGRAM MANAGER's compensation accordingly;

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

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

2. Section 1.2, PERIOD OF SERVICE, is amended in its entirety to read as follows:

“This Agreement shall commence on the day and year first above written and shall continue and remain in full force and effect thereafter until December 31, 2014, or earlier termination as provided in Section 5.1 hereof.”

3. Paragraph (nn) of Section 3.1 is amended to read as follows:

“(nn) For Crystal Springs Road Phase 2 CEI Services, an amount not to exceed Seven Hundred Ninety-Nine Thousand Six Hundred Eighty-Nine and 91/100 Dollars (\$799,689.91), as detailed in Revised Exhibit “TT”.”

4. Section 3.5 is amended to read as follows:

“3.5 The maximum indebtedness of the CITY for all services and reimbursables, pursuant to this Agreement, shall not exceed the sum of Thirty-Two Million Eight Hundred Forty-Three Thousand Five Hundred Twenty-One and 52/100 Dollars (\$32,843,521.52).”

5. Attach Revised Exhibit “TT”, which is attached hereto and, by this reference made a part hereof, to said Agreement.

SAVE AND EXCEPT as hereby expressly amended, all terms and conditions of the Original Agreement dated the 6<sup>th</sup> day of November, 2001, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Twenty-Second Amendment the day and year first above written.

ATTEST:

CITY OF JACKSONVILLE

James R. McE...  
Corporation Secretary



Alvin Brown  
Alvin Brown  
Mayor

ATTEST:

HDR ENGINEERING, INC.

By Susan Vansandt  
Signature  
Susan Vansandt  
Type/Print Name  
Human Resources Manager  
Title

By Carol C. Worsham  
Signature  
Carol C. Worsham  
Type/Print Name  
Vice President  
Title

In compliance with the Charter of the City of Jacksonville, I do 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 the monies provided therein to be paid.

C. Ronald Belton  
Director of Finance  
Contract # 8216, Amd 22  
Accounts to be provided by Public Works

Form Approved:

James R. McE...  
Office of General Counsel

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

**CONTRACT FEE SUMMARY FOR DEPARTMENT OF PUBLIC WORKS  
CITY OF JACKSONVILLE, FLORIDA**

<b>PART I - GENERAL</b>				
1. Project: Crystal Springs Road Phase 2 CEI Services		2. Proposal Number P-29-01 BP #3 Amendment #22		
3. Name of Consultant HDR Engineering, Inc.		4. Date of Proposal 04/18/13		
<b>PART II - LABOR RELATED COSTS</b>				
5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Project Manager	\$54.94	350.00	\$19,229.00	
Project Control	\$20.57	200.00	\$4,114.00	
Outreach Coordinator	\$17.43	0.00	\$0.00	
Sr. Construction Rep.	\$45.08	400.00	\$18,032.00	
Project Representative	\$32.20	1,600.00	\$51,520.00	
Field Representative	\$34.56	0.00	\$0.00	
<b>TOTAL DIRECT LABOR</b>		2,550 Hours		\$92,895.00
6. Overhead (Combined Fringe Benefit & Administrative)				
Office Overhead Rate	166.50 %	x Total Office Labor		\$68,889.38
Field Overhead Rate	117.50 %	x Total Field Labor		\$60,536.00
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				\$222,320.38
8. PROFIT: Labor Related Costs (Item 7) x 10.0%				\$22,232.04
<b>PART III - OTHER COSTS</b>				
9. Miscellaneous Direct Costs				
Office Expenses & FCCM (13.990% x Direct Office Labor)	\$		5,788.36	
Field Expenses & FCCM (30.601% x Direct Field Labor)	\$		15,765.64	
	\$			
	\$			
	\$			
<b>MISCELLANEOUS DIRECT COSTS SUB-TOTAL</b>				\$21,554.00
10. SUBCONTRACTS				
SUB-CONTRACT SUB-TOTAL				\$0.00
<b>TOTAL NOT-TO-EXCEED AMOUNT (Items 5, 6, 8, 9 and 10)</b>				\$266,106.41
11. REIMBURSABLE COSTS (Limiting Amount)				
Miscellaneous Services	\$		15,000.00	
<b>SUB-TOTAL REIMBURSABLES</b>				\$15,000.00
<b>PART IV - SUMMARY</b>				
<b>Amount of Amendment No. 22</b>				<b>\$281,106.41</b>
Previously Awarded - Amendment No. 7-21				\$518,583.50
Revised Contract Amount				\$799,689.91