8567-01 And3

THIRD AMENDMENT TO AGREEMENT BETWEEN THE CITY OF JACKSONVILLE AND TAYLOR ENGINEERING, INC. FOR

ENGINEERING SERVICES FOR CRYSTAL SPRINGS DRAINAGE IMPROVEMENTS

RECITALS:

WHEREAS, on March 18, 2011, CITY and CONSULTANT made and entered into City of Jacksonville Contract No. 8567-01 (hereinafter the "Agreement"); and

WHEREAS, said Agreement has been amended twice previously; and

WHEREAS, said Agreement should be amended further: by adding, attaching, and incorporating Exhibit G, attached hereto and incorporated herein by this reference, in order to revise the Scope of Services; by adding, attaching, and incorporating Exhibit H, attached hereto and incorporated herein by this reference, in order to revise the Contract Fee Summary; by increasing the lump-sum fee for Final Design Services by \$14,457.50, as described in Exhibit G, to a new limit of \$190,043.50, as detailed in Exhibit H; by increasing the not-to-exceed limit for Geotechnical Investigations by \$5,712.02, as described in Exhibit G, to a new not-to-exceed amount of \$32,408.84, as detailed in Exhibit H; by increasing the not-to-exceed limit for Survey by \$3,860.00, as described in Exhibit G, to a new not-to-exceed amount of \$91.985.00, as detailed in Exhibit H; by making

conforming revisions in order to cite and reference new **Exhibit H**; and, by increasing CITY's maximum indebtedness by an amount not-to-exceed \$24,029.52 to a new cumulative not-to-exceed maximum of \$555,741.22, with all other provisions, terms, and conditions of 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 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, "STATEMENT OF CONSULTANT SERVICES", in said Agreement is amended in part in order to revise the Scope of Services by adding and incorporating **Exhibit G**, 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, and G and by this reference made a part hereof. If any services, functions, or responsibilities not specifically described in this Agreement and/or the Scope of Services are necessary for the proper performance and provision of the Services, they shall be deemed to be implied by and included within the Scope of Services to the same extent and in the same manner as if specifically described in this Agreement. CONSULTANT shall be responsible for providing the equipment, supplies, personnel (including management, employees, and training), and other resources as necessary to provide the Services. CONSULTANT accepts the special relationship established between itself and CITY by this Agreement. CONSULTANT covenants with 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 CITY. CONSULTANT shall employ sound business administration and superintendence to complete the Project in a manner consistent with the best interests of CITY."

- 3. Section 3.01.02 in said Agreement is amended in part by increasing the lump-sum fee for Final Design Services by \$14,457.50, as described in **Exhibit G**, to a new limit of \$190,043.50, as detailed in **Exhibit H**, and as amended shall read as follows:
 - "3.01.02. For Final Design Services, as described in Exhibits C, E, and G, a lumpsum amount of ONE HUNDRED NINETY THOUSAND FORTY-THREE AND 50/100
 USD (\$190,043.50), as detailed in Exhibits D, F, and G, attached hereto and incorporated
 herein by this reference. Payment of the entire lump-sum amount is contingent upon
 CONSULTANT's final completion of the entire Project as specified in this Agreement and in
 the exhibits attached hereto which constitute the Scope of Services. Such final completion of
 the Project must be acceptable to and accepted by the CITY. Such acceptability to and
 acceptance by the CITY may not be unreasonably denied. In the event the CONSULTANT does
 not complete the entire Project, then the lump-sum amount will be prorated using the ratio that
 the amount actually completed and which is acceptable to and accepted by CITY bears to the
 entire Project."
- 4. Section 3.02.01 in said Agreement is amended in part by increasing the not-to-exceed limit for Geotechnical Investigations by \$5,712.02, as described in **Exhibit G**, to a new limit of \$32,408.84, as detailed in **Exhibit H**, and as amended shall read as follows:
 - "3.02.01. For Geotechnical Investigations, as described in Exhibits A, C, E, and G, an amount not-to-exceed THIRTY-TWO THOUSAND FOUR HUNDRED EIGHT AND 84/100 USD (\$32,408.84) as detailed in Exhibits B, D, F, and H."

- 5. Section 3.02.04 in said Agreement is amended in part by increasing the not-to-exceed limit for Survey by \$3,860.00, as detailed in **Exhibit G**, to a new not-to-exceed amount of \$91,985.00, as detailed in **Exhibit H**, and as amended shall read as follows:
 - "3.02.04. For Survey, as described in Exhibits C, E, and G, an amount not-to-exceed NINETY-ONE THOUSAND NINE HUNDRED EIGHTY-FIVE AND 00/100 USD (\$91,985.00), as detailed in Exhibits D, F, and H."
- 6. Section 3.03 in said Agreement is amended in part by making conforming revisions in order to cite and reference new **Exhibit H**, and as amended shall read as follows:
 - "3.03. CONSULTANT shall submit invoices for payment or reimbursement under this subsection on an "as incurred" basis. Such invoices shall be combined with CONSULTANT's regular invoices as set forth in Section 3.04 hereof. The cost of services provided by CONSULTANT 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**, and **H**. The cost of services provided to 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**, and **H**, shall be reimbursed only to the extent provided by Chapter 106, Part 7, of the Ordinance Code of CITY. Travel expenses not specifically covered by said chapter shall be reimbursed only to the extent provided by uniform policies and practices of CITY."
- 7. Section 3.06 in said Agreement is amended by increasing CITY's maximum indebtedness by an amount not-to-exceed \$24,029.52 to a new cumulative not-to-exceed maximum of \$555,741.22, and as amended shall read as follows:
 - "3.06. The maximum indebtedness of the CITY for all Services to be performed by CONSULTANT pursuant to this Agreement shall not exceed the sum of **FIVE HUNDRED**

FIFTY-FIVE THOUSAND SEVEN HUNDRED FORTY-ONE AND 22/100 USD (\$555,741.22), for the term of this Agreement."

8. Attach Exhibits G and H to said Agreement and incorporate them therein.

SAVE AND EXCEPT as expressly amended in and by this instrument, the provisions, terms, and conditions of said Agreement of March 18, 2011, shall remain unchanged and shall continue in full force and effect.

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

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

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

ATTEST:

By Ames R. McCain, Jr.
Corporation Secretary

By Alvin Brown, Mayor

TAYLOR ENGINEERING, INC.

By Aman Bignature

Signature

Type/Print Name

Type/Print Name

NCE PRESIDENT

Title

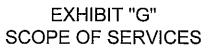
In compliance with Section 24.103(e) of the *Ordinance Code* of the City of Jacksonville, I do certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing Agreement and that provision has been made for the payment of the monies provided therein to be paid.

Director of Finance

Contract Number: 8567-01, Amendment #3

Form Approved:

Office of General Counsel



TAYLOR ENGINEERING, INC

Delivering Leading-Edge Solutions

August 26, 2013

Duane Kent, P.E. England-Thims & Miller 14775 Old St Augustine Rd Jacksonville, FL 32258

Re: City of Jacksonville - Crystal Springs Stormwater Improvement Project, Amendment #3

Dear Mr. Kent:

Final Design of the Crystal Springs Stormwater Improvement Project has proven to encompass an evolving scope of work. Several factors, as described in the sections below, have contributed to the consumption of the project budget. Taylor Engineering is requesting an additional sum of funds to cover the resultant expenditures.

Modeling

The FDOT Drainage Connection Permit requires a critical duration analysis of 48 different storms for existing conditions and proposed conditions for the 2-, 5-, 10-, 25-, 50- and 100-year storms with 1-, 2-, 4-, 8-, 24-, 72-, 168-, and 240-hr durations - resulting in the setup, execution, and analysis of 96 model runs. Amendment #2 included time for modeling the 60% pond design which was compiled and submitted to the FDOT on December 24, 2013. Since the pond site has changed, the critical storm analysis will have to be performed again for the 90% pond design and resubmitted to FDOT. Taylor Engineering estimates the FDOT critical storm analysis will require an additional 40 hours to complete.

Design

The design drawings will require substantial editing to bring them from 60% to 90% based on ETM's 60% design review and the new pond layout. The new pond location will require design of the pond berms and maintenance access, resulting in the addition to and modification of several of the survey baseline sheets and plan and profile sheets. Taylor Engineering estimates the additional design tasks and associated CADD work will require an additional 100 hours to complete.

Subcontractors

The additional land acquisition for the pond site will require additional services by the survey subcontractor. In addition, Taylor Engineering will require an additional 10 hours to compensate for coordination and sub-contractor scope revisions.

SCOPE OF SERVICES



Delivering Leading-Edge Solutio

- 1. Surveying RE Holland Under Amendment #2, \$2,600 was granted to cover the additional pond topo only. Additional survey points are required to complete the design, including:
 - Extension of cross-sections along existing ditch approximately 20-ft westward to locate existing spoil bank
 - Extension of ditch cross-sections 30-ft eastward between Hamlet Terrace and I-10
 - Obtain finish floor elevation of 618 Blair Road
 - Extend 1-10 ROW topographic survey on a nominal 50-ft grid for 250-ft west with high and low points
 - Provide an updated CADD files of survey data

The additional scope of surveying services will equate to an additional \$3,860 in fees.

2. Geotechnical - Meskel - The new pond site and layout will require additional geotechnical investigation. The pond and berm design will require 3 additional borings. Additionally, the well previously installed will be abandoned and relocated to the new pond site. The previous well will be filled with grout flush with the ground surface. The new well will require the appropriate permitting process with the City.

The additional scope of geotechnical services will equate to an additional \$5,712.02 in fees.

Summary

Taylor engineering is requesting additional funds to compensate for scope changes beyond those accounted for with Amendment #2. The additional funds will supplement the project budget shortfalls and provide the means to accomplish the additional required tasks. The cost breakdown for Amendment #3 is enclosed with this document.

If you have any questions or comments about this submittal, please call me at (904) 731-7040 or email me at mvaughan@taylorengineering.com

Sincerely.

Maurice Vaughan, P.E.

EXHIBIT "H" CONTRACT FEE SUMMARY

CONTRACT FEE SUMMARY FORMAT FOR ENGINEERING DIVISION CITY OF JACKSONVILLE, FLORIDA

PART I - GENERAL												
1. Project 2. Proposal Number												
Crystal Springs Drainage Project - Final	P-20-10											
3. Name of Consultant	4. Date of Proposal											
Taylor Engineering		8/26/2014										
PART II - LABOR RELATED COSTS												
5. Direct Labor	Γ	Estimated										
		Rate	Hours		Cost		TOTAL					
Principal	\$	69.60		\$	0.00							
Project Manager	\$	47.26	19	\$	897.94							
Senior Engineer	\$	45.19	23	\$	1,039.37							
Senior Scientist	\$	40.99		\$	0.00							
Design Engineer	\$	41.37	28	\$	1,158.36							
Designer	\$	34.14		\$	0.00							
Drafter	\$	27.02	80	\$	2,161.60							
Editor	\$	25.48		\$	0.00							
Clerical	\$	17,83		\$	0.00							
TOTAL DIRECT LABOR	\$	35.05	150			\$	5,257.27					
6. Overhead (Combined Fringe Benefit & Administrative)												
Overhead Rate 150 % x Total Direct Labor \$ 7,8												
7. SUBTOTAL: Labor + Overhea	d (Items 5	& 6)			\$	13,143.18					
8. PROFIT: Labor Related Co.	sts	(Item 7)	X		10%	\$	1,314.32					
PART III - OTHER COSTS												
9. Miscellaneous Direct Costs												
Transportation & Shipping \$ 0.00												
Original Reproducible				\$	0.00							
Reproduction				\$	0.00							
Other				\$	0.00							
MISCELLANEOUS DIRECT CO	STS	S SUB-T	OTAL			\$						
10. SUBCONTRACTS (Lump Sum))											
Other				\$								
Other				\$								
Other				\$								
SUB-CONTRACT SUB-TOTAL						\$						
TOTAL LUMP SUM AMOUNT				0)		\$	14,457.50					
11. REIMBURSABLE COSTS (Lin		g Amou	nt)									
Design Survey (RE Holland)				\$	3,860.00							
Geotechnical Investigation (Meskel)												
SUB-TOTAL REIMBURSABLES	\$	9,572.02										
PART IV - SUMMARY												
12. TOTAL AMOUNT OF AMENE	MI	ENT #3 (Lump Sum	Ph	IS							
Reimbursable) (Items 5, 6, 8, 9, 10 and 11) S 24,029.52												
13. Current Amount of Contract thru	\$	531,711.70										
J 331,711.70												
14. New Amount of Contract (Includin	14. New Amount of Contract (Including Amendment No. 3) \$ 555,741.22											



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/25/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/19/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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						INSURER A: XL Specialty Insurance Company					37885			
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	10151 Deerwood Park Blv		INSURER C:											
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PROCUREMENT DIVISION



January 22, 2015

The Honorable Alvin Brown, Mayor City of Jacksonville 4th Floor, St. James Building Jacksonville, FL 32202

Dear Mayor Brown:

Ref: P-20-10 Drainage Improvement Projects – Crystal Springs (Amendment No. 3) Department of Public Works

The Professional Services Evaluation Committee met today in Board Room 851, on the eighth floor of the Ed Ball Building, for the purpose of rescinding & restating the motion approved by PSEC on October 30, 2014, and signed by the Mayor's designee on October 31, 2014, amending the above referenced contract.

The following motion and/or recommendation was rescinded:

That Contract #8567-01 with Taylor Engineering, Inc., for Engineering Services on Crystal Springs Drainage Improvements be amended to increase the lump-sum amount for Final Design by \$14,457.50 to a new limit of \$190,043.50; to increase the notto-exceed limits for: Geotechnical Investigations by \$5,712.02 to a new limit of \$32,408.84 and Survey by \$3,860.00 to a new limit of \$91,985.00, thereby, increasing the maximum indebtedness to the City pursuant to this agreement by \$24,029.52 to a new maximum of \$555,741.22. All other terms and conditions, as previously amended, shall remain the same. Nothing contained herein shall be amended, modified, or otherwise revised, without prior approval from the PSEC and the Mayor.

The following motion and/or recommendation was adopted:

That Contract #8567-01 with Taylor Engineering, Inc., for Engineering Services on Crystal Springs Drainage Improvements be amended to (i) incorporate the attached Scope of Services identified as Exhibit 'G'; (ii) incorporate the attached Contract Fee Summary identified as Exhibit 'H'; (iii) increase the lump-sum amount for Final Design by \$14,457.50 to a new limit of \$190,043.50; (iv) increase the not-to-exceed limits for: Geotechnical Investigations by \$5,712.02 to a new limit of \$32,408.84 and Survey by \$3,860.00 to a new limit of \$91,985.00, thereby, (v) increasing the maximum indebtedness to the City pursuant to this agreement by \$24, 029.52 to a new not-to-exceed maximum of \$555,741.22. All other terms and conditions, as previously amended, shall remain the same. Nothing contained herein shall be amended, modified, or otherwise revised, without prior approval from the PSEC and the Mayor.

All other terms and conditions, as previously amended, shall remain the same. Nothing contained herein shall be amended, modified, or otherwise revised, without prior approval from the PSEC and the Mayor.

If the foregoing meets your approval, please affix your signature and return to my office.

Respectfully submitted,

Gregory/Pease, Chief

Procurement Division Chairman, Professional Services Evaluation Committee

GP.

cc:

Council Auditor. tames McCain, OGC Philip Boston, GAD Subcommittee Members

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

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INTRA-GOVERNMENTAL SERVICES DEPARTMENT