

8174-03  
Amd 1

**FIRST AMENDMENT TO AGREEMENT  
BETWEEN  
THE CITY OF JACKSONVILLE  
AND  
APPLIED TECHNOLOGY AND MANAGEMENT, INC.  
FOR  
ENGINEERING SERVICES FOR PHASE I – FINAL DESIGN  
U.S. 1 CORRIDOR UTILITY & DRAINAGE IMPROVEMENTS**

**THIS FIRST AMENDMENT** to Agreement is made and entered into in duplicate this B day of Dec., 2013, by and between the CITY OF JACKSONVILLE (hereinafter the “CITY”), a municipal corporation in Duval County, Florida, and APPLIED TECHNOLOGY AND MANAGEMENT, INC. (hereinafter the “CONSULTANT”), a Florida profit corporation with its principal office at 411 Pablo Avenue, Jacksonville Beach, Florida 32250, for engineering services for the U.S. 1 Corridor Utility and Drainage Improvement Project (hereinafter the “Project”).

**RECITALS:**

**WHEREAS**, on November 1, 2012, the parties made and entered into City of Jacksonville Contract No. 8174-03 (hereinafter the “Agreement”); and

**WHEREAS**, said Agreement has not been amended previously; and

**WHEREAS**, said Agreement should be amended by adding and incorporating **Exhibit C**, attached hereto and incorporated herein by this reference so as to revise the Scope of Services, by adding and incorporating **Exhibit D**, attached hereto and incorporated by this reference as a revised Contract Fee Summary, by increasing the lump-sum amount for Design Services as described in **Exhibit C**, by \$1,501.95 to a new maximum lump-sum amount of \$313,517.23 , as detailed in **Exhibit D**, by reducing the not-to-exceed amount for SJRWMD Environmental Resources Permitting Services, as described in **Exhibit C**, by \$6,955.00 to a new not-to-exceed amount of \$3,094.00, as detailed in **Exhibit D**, by reducing the maximum indebtedness by \$5,453.05 to a new not-to-exceed amount of

\$350,726.23, and by making a conforming amendment, with all other provisions, terms, and conditions of said Agreement remaining unchanged; now therefore

**IN CONSIDERATION** of the premises and of the mutual covenants and agreements hereinafter contained, 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 is amended in part by adding and incorporating **Exhibit C** so as to revise the Scope of Services, 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** and **C** 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. The Contractor shall be responsible for providing the equipment, supplies, personnel (including management, employees, and training), and other resources as necessary to provide the Services. 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 3.01.01 in said Agreement is amended in part by increasing the lump-sum amount for Design Services, as described in **Exhibit C**, by \$1,501.95 to a new maximum lump-sum amount of \$313,517.23, as detailed in **Exhibit D**, and as amended shall read as follow:

“3.01.01. For Design Services, as described in **Exhibits A** and **C**, a lump sum amount of \$313,517.23, as detailed in **Exhibits B** and **D**, attached hereto and, by this reference, made a part hereof. 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 and acceptance to 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 pro rated using the ratio that the amount actually completed and which is acceptable to and accepted by the CITY bears to the entire Project.”

4. Section 3.02.05 in said Agreement is amended in part by reducing the not-to-exceed amount for SJRWMD Environmental Resources Permitting Services, as described in **Exhibit C**, by \$6,955.00 to a new not-to-exceed amount of \$3,094.00, as detailed in **Exhibit D**, and as amended shall read as follows:

“3.02.05. For SJRWMD Environmental Resources Permit, an amount not-to-exceed \$10,049.00, as detailed in **Exhibits A, B, C, and D**.”

5. Section 3.03 in said Agreement is amended in part by providing conforming language to reference new **Exhibit D** 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. Such invoices shall be combined with the CONSULTANT’s regular invoices as set forth in Subsection 3.04 hereof. The costs of services provided by the CONSULTANT, including direct labor, indirect costs, and profit, shall be paid at the rates shown in the “Contract Fee Summary Format” attached hereto as **Exhibits B and D.** The costs 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 and D,** shall be reimbursed only to the extent provided by Chapter 106, Part 7, *Ordinance Code*. 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.”

6. Section 3.06 in said Agreement is amended in part by reducing the maximum indebtedness by \$5,453.05 to a new not-to-exceed amount of \$350,726.23 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 **THREE HUNDRED FIFTY THOUSAND SEVEN HUNDRED TWENTY-SIX AND 23/100 DOLLARS (\$350,726.23).**” ✓

7. Attach **Exhibits C and D.**

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

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

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

ATTEST:

CITY OF JACKSONVILLE

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



By Alvin Brown  
Alvin Brown, Mayor

WITNESS:

APPLIED TECHNOLOGY AND MANAGEMENT, INC.

By Patti Horvath  
Signature  
Patti Horvath  
Type/Print Name  
Office Administrator  
Title

By Stephen C. Swann  
Signature  
Stephen C. Swann  
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 No. 8174-03, First Amendment

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

## EXHIBIT "C"



411 Pablo Avenue  
Jacksonville Beach, Florida 32250  
Phone (904) 249-8009 • Fax (904) 249- 8007

August 27, 2013

Mr. David D. Hahn, P. E., Manager  
City of Jacksonville  
Paving & Drainage Design Section  
Department of Public Works  
214 N. Hogan Street, 10th Floor  
Jacksonville, FL 32202

RE: US1 Corridor Utility & Drainage Improvement Project  
Revision to ATM Engineering Agreement  
Contract No. 8174-03

Dear Mr. Hahn:

As we discussed during our June 17, 2013 meeting, FDOT has identified certain design related items for the COJ US1 Utility & Drainage Improvement project which will be necessary for permit approval but which will incur additional, unanticipated costs. These items came up through our correspondence and coordination with FDOT, and were not foreseeable during the preparation of the engineering design proposal. We have identified a contingency category, SJRWMD Permitting, within our contracted design budget which could cover these costs. The purpose of this letter and package is to request and present a reallocation from the SJRWMD Permitting task fees, which we now know are unnecessary for the project, to cover these unanticipated costs. The details of the unanticipated items are below:

- Design of sheet piling stabilization (drawings and calculations) by a licensed Structural PE for the jack-and-bore pits which are greater than 6' deep (cost \$4,680.00);  
In the past this requirement has been passed on to the contractor to fulfill, however, FDOT is now requiring submittal of the stabilization design with the permit application and will not allow it to be submitted by the contractor prior to the pre-construction meeting as has been done in the past.
- Replacement of concrete sidewalks from joint to joint within FDOT right-of-ways for all areas where Level A SUE test holes are performed in the sidewalk. In the past test holes were patched but this is no longer acceptable to FDOT  
FR Aleman estimates that sidewalk replacement will cost \$1,500.00 within Segment B along Edgewood Avenue and US1
- Additional survey in Segment C was necessary due to the location of storm sewer which was blocking our anticipated route (ATM could not get any as-builts from FDOT so we did not know the route of the storm sewer until the original survey was completed). (Cost \$775.00)

In total an amount of \$6,955.00 is necessary to cover these items. The attached spreadsheet along with the subcontractor proposal documents show how these costs will be absorbed into the fee of the project utilizing a category that ATM has determined will not be required and applying this to the categories necessary to accomplish the needed work. This work will be done with zero net change to the total contract sum of \$356,179.28. This is accomplished by removing this sum from the SJRWMD Permitting Contingency category and moving it to the following categories:

## EXHIBIT "C"

Mr. David Hahn, P.E., Manager  
July 24, 2013

- \$4,680.00 to a new category – Latitude 30 Engineering for structural design
- \$1,500.00 to the F.R. Aleman & Associates, Inc. category for subsurface utility exploration (SUE)
- \$775.00 to the R.E. Holland & Associates, Inc. category for survey

Additionally, as was discussed during our 60% Review Meeting, JEA does not desire to construct the proposed sewer pump station at this time as not enough information is available regarding where development will occur. Accordingly, the scope of services for design of the pump station which includes the following, is also being removed from our contract and is reflected in the attached spreadsheet:

- \$2,294.54 reduction in ATM design scope – Labor Related Costs  
This fee was in the original scope of services for design of JEA standard duplex pump station and forcemain tie-in and includes three (3) hours of project manager, five (5) hours of Lead Design Engineer, six (6) hours of Staff Engineer, and nine (9) hours of CAD/Drafting effort.
- \$2,500.00 reduction in survey scope – R.E. Holland & Associates, Inc.  
This fee was in the original scope of services for a boundary survey of 50'x50' site with topographic elevations and all protected trees.
- \$660.51 reduction in geotechnical scope – Civil Services, Inc.  
This fee was in the original scope of services for a 25' SPT Boring at the proposed pump station site, laboratory testing, and engineering/support services associated with the analysis.

The elimination of the scope of services related to the sewer pump station results in a contract reduction of \$5,455.05 for a total revised contract value of \$350,726.23.

We appreciate your assistance in modifying our fee categories to cover these changes. Please let us know if there is any additional information you need to process this request.

Respectfully,  
**Applied Technology & Management, Inc.**

Tim Taylor, P.E.  
Project Manager

Exhibit D

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

PART I - GENERAL				
<b>1. Project</b> US 1 Corridor Utility & Drainage Improvements - Contract Amendment No. 1		<b>2. Proposal Number / Contract Number</b> P-25-11                      8174-03		
<b>3. Consultant Name</b> Applied Technology and Management, Inc.		<b>4. Date of Proposal</b> 8.26.2013		
PART II - LABOR RELATED COSTS				
<b>5. Direct Labor</b>	Hourly Rate	Estimated Hours	Estimated Cost	TOTALS
Principal	\$ 67.31		\$ -	
Project Manager (PE)	\$ 57.67	-3	\$ (173.01)	
Design Engineer (Licensed)	\$ 47.60	-5	\$ (238.00)	
Designer / Technician (Non-Licensed)	\$ 31.59	-6	\$ (189.54)	
CADD Operator/Drafter	\$ 25.90	-9	\$ (233.10)	
Field Inspector	\$ 26.44		\$ -	
Clerical	\$ 14.70		\$ -	
<b>Total Direct Labor</b>		-23		\$ (833.65)
<b>6. Overhead (Combined Fringe Benefit &amp; Administrative)</b>				
Overhead Rate		150.00% x Total Direct Labor		(\$1,250.48)
<b>7. Subtotal: Labor + Overhead (Items 5 &amp; 6)</b>			\$ (2,084.13)	
<b>8. Profit: Labor Related Costs</b>			Item 7 x 10%	(\$208.41)
PART III - OTHER COSTS				
<b>9. Miscellaneous Direct Costs</b>				
MISC. DIRECT COSTS SUBTOTAL				\$ -
<b>10. Subcontracts (Lump Sum)</b>				
Design Survey (RE Holland)			\$ (1,725.00)	
SUE (Level A and B)			\$ 1,500.00	
Geotechnical Engineering (Civil Services, Inc.)			\$ (660.51)	
Structural Engineering (Latitude 30 Engineering)			\$ 4,680.00	
<b>SUBCONTRACTS (LUMP SUM) SUBTOTAL</b>				<b>\$ 3,794.49</b>
<b>TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9, and 10)</b>				
<b>11. Reimbursable Costs (Limiting Amount)</b>				
SJRWMD - Environmental Resources Permit			\$ (6,955.00)	
<b>TOTAL REIMBURSABLE COSTS</b>				<b>\$ (6,955.00)</b>
PART IV - SUMMARY				
<b>TOTAL AMOUNT OF THIS CONTRACT AMENDMENT (Lump Sum plus Reimbursables)</b> (Items 5, 6, 8, 9, 10 and 11)				<b>\$ (5,453.05)</b>
<b>12. TOTAL PRIOR CONTRACT AMOUNT</b>				<b>\$ 356,179.28</b>
<b>TOTAL AMENDED CONTRACT AMOUNT</b>				<b>\$ 350,726.23</b>