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**THIRD AMENDMENT TO AGREEMENT  
BETWEEN  
THE CITY OF JACKSONVILLE  
AND  
HANSON PROFESSIONAL SERVICES, INC.  
FOR  
CONSULTING SERVICES - LOWER EASTSIDE DRAINAGE PROJECT PHASE III**

THIS THIRD AMENDMENT to Agreement is made and entered into in duplicate this 9<sup>th</sup> day of January, 2015 (hereinafter the "Effective Date"), by and between the CITY OF JACKSONVILLE, a municipal corporation in Duval County, Florida (hereinafter the "CITY"), and HANSON PROFESSIONAL SERVICES, INC. (hereinafter the "CONSULTANT"), a foreign profit corporation with principal office at 1525 South 6<sup>th</sup> Street, Springfield, Illinois 62703 and a local office at 8075 Gate Parkway West, Suite 204, Jacksonville, Florida 32216, for consulting services for the Lower Eastside Drainage Project Phase III (hereinafter the "Project").

**RECITALS:**

WHEREAS, on February 2, 2012 the parties made and entered into City of Jacksonville Contract # 8003-08 (hereinafter the "Agreement") for the Project; and

WHEREAS, said Agreement has been amended twice previously; and

WHEREAS, said Agreement should be amended by: revising the Scope of Services by including, adding, attaching, and incorporating **Exhibit "F"**, attached hereto and by this reference made a part hereof; by revising the Contract Fee Summary by including, adding, attaching, and incorporating **Exhibit "G"**, attached hereto and by this reference made a part hereof; by increasing the lump sum Design Services fee by \$45,331.18, as described in **Exhibit "F"**, to a new maximum lump sum amount of \$372,620.66, as detailed in **Exhibit "G"**; by increasing the not-to-exceed limit for Post Design/Construction Phase Assistance, as described in **Exhibit "F"**, by \$25,000.00 to a new not-to-exceed limit of \$55,000.00, as detailed in **Exhibit "G"**; by adding a new not-to-exceed limit for

Groundwater Contamination Trench Modeling, as described in **Exhibit “F”**, in the amount of \$52,962.59, as detailed in **Exhibit “D”**; by making other conforming changes; and, by increasing the CITY’s maximum indebtedness by \$123,293.77 to a new not-to-exceed total maximum indebtedness of \$644,731.25, 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, the legal sufficiency of which is admitted by the parties, 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 1.1 in said Agreement is amended, in part, by adding and incorporating **Exhibit “F”** so as to enlarge the Scope of Services, and as amended shall read as follows:

**“1.01 STATEMENT OF CONSULTANT SERVICES**

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’, and ‘F’** 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. CONSULTANT accepts the special relationship established between itself and the 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 3.01.01 in said Agreement is amended, in part, by increasing the lump sum Design Services fee by \$45,331.18, as described in **Exhibit “F”**, to a new maximum lump sum amount of \$372,620.66, as detailed in **Exhibit “G”**, and as amended shall read as follows:

“3.01.01. For Design Services, as specified in Section 1 of this Agreement and as described in **Exhibits ‘A’, ‘C’, and ‘F’**, a lump sum amount of THREE HUNDRED SEVENTY-TWO THOUSAND SIX HUNDRED TWENTY AND 66/100 USD (\$372,620.66), as detailed in the Contract Fee Summary, attached hereto as **Exhibits ‘B’, ‘D’ and ‘G’**, and, by this reference, made a part hereof and incorporated herein. 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 CITY. Such acceptability and acceptance to CITY may not be unreasonably denied. In the event 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 CITY bears to the entire Project.”

4. Section 3.02.08 in said Agreement is amended by increasing the not-to-exceed limit for Post Design/Construction Phase Assistance, as described in **Exhibit “F”**, by \$25,000.00 to a new not-to-exceed limit of \$55,000.00, as detailed in **Exhibit “G”**, and as amended shall read as follows:

“3.02.08. For Post Design/Construction Phase Assistance, as described in **Exhibits ‘C’ and ‘F’**, an amount not-to-exceed FIFTY-FIVE THOUSAND AND 00/100 USD (\$55,000.00), as detailed in **Exhibits ‘D’ and ‘G’**.”

5. Section 3.02 in said Agreement is amended, in part, by inserting a new Paragraph 3.02.09 to add a new not-to-exceed limit for Groundwater Contamination Trench Modeling, as

described in **Exhibit “F”**, in the amount of \$52,962.59, as detailed in **Exhibit “G”**, and as amended shall read as follows:

“3.02.09. For Groundwater Contamination Trench Modeling, as described in **Exhibit ‘F’**, an amount not-to-exceed FIFTY-TWO THOUSAND NINE HUNDRED SIXTY-TWO AND 59/100 USD (\$52,962.59), as detailed in **Exhibit ‘G’**.”

6. Section 3.03 in said Agreement is amended, in part, by making conforming references to **Exhibit “G”**, 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 CONSULTANT’s regular invoices as set forth in Subsection 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’, and ‘G’**. 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 the Contract Fee Summary, **Exhibits ‘B’, ‘D’, and ‘G’**, shall be reimbursed only to the extent provided by Chapter 106, Part 7 of the Ordinance Code of the CITY. Travel expenses not specifically covered by said chapter shall be reimbursed only to the extent provided by the uniform policies and practices of CITY.”

7. Section 3.06 in said Agreement is amended, in part, by increasing the CITY’s maximum indebtedness by an amount not-to-exceed \$123,293.77 to a new not-to-exceed maximum indebtedness of \$644,731.25, 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 SIX HUNDRED FORTY-FOUR THOUSAND SEVEN HUNDRED THIRTY-ONE AND 25/100 USD (\$644,731.25).”


11. Attach **Exhibits “F”** and **“G”**.

SAVE AND EXCEPT as expressly amended by this Third Amendment, the provisions, terms, and conditions of City Contract No. 8003-08 shall remain unchanged and shall continue in full force and effect.

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

ATTEST:

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



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

By Cleveland Ferguson III  
Alvin Brown, Mayor

WITNESS:

By Elizabeth J. Barker  
Signature  
ELIZABETH J BARKER  
Type/Print Name  
~~EOB~~ VICE ADMIN. ASST.  
Title

HANSON PROFESSIONAL SERVICES, INC.

By Jeffery L. Bowen  
Signature  
JEFFERY L BOWEN  
Type / Print Name  
VICE PRESIDENT  
Title

In compliance with Section 24.103(e), Ordinance Code, 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 Belfon  
Director of Finance  
CITY Contract #8003-08; Amd #1  
PP

Form Approved:

James R. McCain, Jr.  
Office of General Counsel

**SUB-2014-01200 Completed Review:**

**How to Close out CLS Record:** Please fill out any blank fields including the other party's name and the relevant project number(s). Without at least that information it will be very hard for anyone else to find this agreement in CLS. Then if you or the other part has any additional comments or questions please attach them to this record and you can return this review to me by Choosing "Return to Reviewer" and saving. If you do not have any further questions once you've completed negotiations and have a fully executed agreement please attach that fully executed agreement and change the status by choosing "Executed Contract (Documents Signed and Attached)" and Save.

**General Comments:** I've completed this agreement for a MSA which can be used for multiple clients and under multiple Prime agreements.

**Schedule A:**

**Section 9:** I do not recommend making this change. Most of our Client agreements require we defend them and we would expect any sub we hire to defend us as well as our Client when that is included in the Prime. If this was project specific and defending was not required we could entertain this but for a MSA I strongly recommend not allowing this change. The remaining changes to this section I also do not recommend since again this is a MSA and we always try to ensure the indemnity (and all the provisions in this subcontractor agreement) are in line with what the Prime says. Since we have no way of knowing what future Primes might or might not include we recommend keeping the indemnity as broad as it is written here to ensure we go back to back on all risk issues and we are not liable to the Client for any liability gap. The only change I recommend allowing is inserting "reasonable" before attorney's fees.

**Section 17:** I do not recommend removing this for a MSA. This is included in many of our Client agreements and if applicable (or if there is any chance this could be applicable) in the future keeping in mind this is a MSA I strongly recommend keeping this in.

**Section 24:** I do not recommend removing this for a MSA either. We ask they defend us for their use of the HASP we provided but they then modified to fit their actual defined work scope. So in other words once they modify us we ask they defend and indemnify us for their use of the modified HASP.

**Section 31:** This is up to your discretion but I do not recommend removing this if we could ever ask them to perform this work. If this subcontractor does not perform waste transportation services at all we can agree to remove this.

Hanson Professional Services, Inc.

SCOPE OF SERVICES

AMENDMENT NO. 1

LOWER EASTSIDE PHASE 3 DRAINAGE IMPROVEMENTS

CITY OF JACKSONVILLE, FLORIDA

I. PROJECT REQUIREMENTS

- A. Hanson will coordinate investigation into the effects of off-site groundwater contamination north of 7<sup>th</sup> St., and will provide a recommendation to the City for addressing migration of the contaminant plume toward City right-of-way as a result of dewatering operations.
- B. Hanson will attend one meeting with sub-consultant and one meeting with City of Jacksonville to finalize and present groundwater contamination recommendation.
- C. Hanson will make one site visit associated with groundwater contamination option.
- D. Hanson will modify the drainage trunk line design and on 7<sup>th</sup> Street from Spearing Street to Bridler Street to both address groundwater contamination concerns and to allow portions of AT&T's multi-tiled duct bank on 7<sup>th</sup> Street to remain in place. The design modification will include design of additional structure necessary to place the drainage line in a location other than that currently specified on the plans.
- E. Hanson will provide plan modifications to depict the recommended option from item A.
- F. Hanson will provide additional coordination with affected utilities associated with the modification of the 7<sup>th</sup> Street drainage line design.
- G. Hanson will attend an additional utility coordination meeting.
- H. Hanson will update specifications to include federal specification requirements and to include revised front-end provisions.
- I. Hanson will provide information for completion of NEPA documents as part of the project's federal funding.
- J. Hanson will provide an updated project cost estimate.
- K. Hanson will provide landscaping sheets to show trees to be removed and preserved, as requested by the City's Landscaping review group and will re-submit plans for Development Services review.

L. Hanson will provide additional post-design and construction phase assistance services on a reimbursable basis in association with the CEI sub-contractor.

**M. PROJECT SUBMITTAL REQUIREMENTS**

1. Revised plan and profile sheets for 7<sup>th</sup> Street.
2. Cost estimate for disposal of contaminated soils
3. Plans on 1"=20' half-size sheets.
4. 100% and final design plans for item I, with a separate submittal of the revised 7<sup>th</sup> Street plans for 100% review, and a final submittal for the entire project.



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

PART I: GENERAL				
1. Project Lower Eastside Drainage Phase 3			2. Proposal Number/Contract Number P-10-11 / 8003-08	
3. Name of Consultant Hanson Professional Services, Inc. (formerly H.C.)			4. Date of Proposal 10/14/2014	
PART II: LABOR RELATED COSTS				
5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal	\$ 63.44	16.0	\$ 1,015.04	
Project Manager	\$ 52.37	58.0	\$ 3,037.46	
Design Engineer or Architect	\$ 42.89	101.0	\$ 4,331.89	
Designer or Technician	\$ 34.50	97.0	\$ 3,346.50	
Drafter	\$ 26.25	128.0	\$ 3,360.00	
Field Inspector	\$ -	0.0	\$ 0.00	
Clerical	\$ 18.76	5.0	\$ 93.80	
<b>TOTAL DIRECT LABOR</b>	<b>\$37.49</b>	<b>405</b>		<b>\$ 15,184.69</b>
6. Overhead (Combined Fringe Benefit & Administrative) Overhead Rate 150 % x Total Direct Labor				\$ 22,777.04
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				\$ 37,961.73
8. PROFIT: Labor Related Costs (Item 7) x 10%				\$ 3,796.17
PART III: OTHER COSTS				
9. Miscellaneous Direct Costs				
Transportation & Shipping			\$ 58.28	
Original Reproductions			\$ 0.00	
Reproduction			\$ 15.00	
Public Meeting Boards			\$ 0.00	
<b>MISCELLANEOUS DIRECT COSTS SUB-TOTAL</b>				<b>\$ 73.28</b>
10. SUBCONTRACTS (Lump Sum)				
a) Tree assessment/mitigation (Janet O. Whitmill, RLA, Inc.)			\$ 3,500.00	
			\$ 0.00	
			\$ 0.00	
			\$ 0.00	
<b>SUB-CONTRACT SUB-TOTAL</b>				<b>\$ 3,500.00</b>
<b>TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)</b>				<b>\$ 45,331.18</b>
11. REIMBURSABLE COSTS (Limiting Amount)				
a) CEI (RS&H)			\$	
b) Groundwater Contamination Trench modeling			\$ 52,962.59	
c) Construction Phase Assistance (Hanson)			25,000.00	
<b>SUB-TOTAL REIMBURSABLES</b>				<b>\$ 77,962.59</b>
PART IV: SUMMARY				
<b>TOTAL AMOUNT OF THIS CONTRACT AMENDMENT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10 and 11)</b>				<b>\$ 123,293.77</b>
12. TOTAL PRIOR CONTRACT AMOUNT				\$ 521,437.48
<b>TOTAL AMENDED CONTRACT AMOUNT</b>				<b>\$ 644,731.25</b>