

**TENTH AMENDMENT TO AGREEMENT  
BETWEEN  
THE CITY OF JACKSONVILLE  
AND  
AECOM SERVICES, INC.  
FOR  
OWNER CONSULTANT SERVICES  
FOR  
THE NEW DUVAL COUNTY UNIFIED COURTHOUSE**

9/102  
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**THIS TENTH AMENDMENT** to Agreement is made and entered into in duplicate this 29 day of July, 2014, by and between the CITY OF JACKSONVILLE, a municipal corporation in Duval County, Florida (hereinafter the "CITY"), and AECOM SERVICES, INC., a foreign profit corporation authorized to do business in the State of Florida with an office at 800 Douglas Entrance, North Tower, Second Floor, Coral Gables, Florida 33134 (hereinafter the "CONSULTANT"), for Owner Consultant Services for the New Duval County Unified Courthouse (hereinafter the "Project").

**WITNESSETH:**

**WHEREAS**, the parties entered into that certain Agreement for Owner Consultant Services for the Project dated the 6th day of February, 2007 (hereinafter the "Agreement"); and

**WHEREAS**, the Agreement has been amended nine (9) times previously; and

**WHEREAS**, said Agreement should be further amended by: revising the Scope of Services by adding and incorporating **Exhibit "A-8"**, attached hereto and incorporated herein by this reference; adding and incorporating a new Contract Fee Summary, attached hereto as **Exhibit "B-10"** and incorporated herein by this reference; extending the period of service from September 30, 2014, through April 30, 2015; increasing the lump sum amount for Final Design and Contract Administration Services for Design of the Old Federal Courthouse, as described in **"Exhibit A-8"**, by \$35,157.59, as detailed in **Exhibit "B-10"** to a new total of \$2,606,414.31; making conforming revisions; and, increasing the maximum indebtedness by \$35,157.59, as

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detailed in **Exhibit "B-10"** to a new total of \$3,358,710.45, 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 as follows:

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

2. Section 1.01, STATEMENT OF CONSULTANT SERVICES, is amended in part to revise the Scope of Services by adding and incorporating **Exhibit "A-8"** 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', 'A-1', 'A-2', 'A-3', 'A-4', 'A-5', 'A-6', 'A-7', and 'A-8'**, all of which by this reference are made a part hereof. 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 management of courthouse programs and will cooperate with design-builders, CITY representatives, courthouse user groups, and others in fostering the interests of the CITY. The CONSULTANT shall employ sound business administration and superintendence to complete the Program in a manner consistent with the best interests of the CITY."

3. Section 1.02, PERIOD OF SERVICE, is amended so as to extend the period of service from September 30, 2014, through April 30, 2015, and as amended shall read as follows:

"This Agreement shall commence on the day and year first above written and shall continue in full force thereafter until April 30, 2015, or earlier termination as provided in Section 5.01 hereof."

4. Section 3.01.01 in said Agreement is amended by increasing the lump-sum amount for Final Design and Contract Administration Services for Design of the Old Federal Courthouse, as described in **Exhibit "A-8"**, by \$35,157.59 as detailed in **Exhibit "B-10"**, to a new not-to-exceed total amount of \$2,606,414.31, and as amended shall read as follows:

"3.01.01 For Final Design and Contract Administration services on the Old Federal Courthouse in accordance with Sections 1.6 and 1.7 hereof except as may be amended by Exhibits 'A', "A-1", 'A-3', 'A-4', 'A-5', 'A-6', 'A-7', and 'A-8', attached hereto, a lump sum amount of Two Million Six Hundred Six Thousand Four Hundred Fourteen and 31/100 Dollars (\$2,606,414.31) as detailed on Exhibits 'B-1', 'B-4', 'B-6', 'B-7', 'B-8', 'B-9', and 'B-10', attached hereto."

5. Section 3.03 in said Agreement is amended in part by making conforming revisions in order to cite and reference new Exhibit "B-10" 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 cost of services provided by the 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', 'B-1', 'B-2', 'B-3', 'B-4', 'B-5', 'B-6', 'B-7', 'B-8', 'B-9', and 'B-10'. The cost 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 reimbursable expenses in Exhibits 'B', 'B-1', 'B-2', 'B-3', 'B-4', 'B-5', 'B-6', 'B-7', 'B-8', 'B-9', and 'B-10', 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 the CITY."

6. Section 3.06 is amended by increasing the maximum indebtedness by \$35,157.59 as detailed in Exhibit "B-10" to a new not-to-exceed total maximum of \$3,358,710.45, and as amended shall read as follows:

"3.06 The maximum indebtedness of the CITY for all services and reimbursables pursuant to this Agreement shall not exceed the sum of Three Million Three Hundred Fifty-eight Thousand Seven Hundred Ten and 45/100 Dollars (\$3,358,710.45)."


7. Attach Exhibits "A-8" and "B-10".

SAVE AND EXCEPT as hereby expressly amended, all terms and conditions of the Agreement dated the 6th day of February, 2007, as previously amended, shall remain in full force and effect.

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

ATTEST:

CITY OF JACKSONVILLE

James R. McCain, Jr.  
Corporation Secretary  


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

WITNESS:

AECOM SERVICES, INC.

By [Signature]  
Signature  
DOUGLAS MCKENZIE  
Type/Print Name  
SENIOR ASSOC.  
Title

By [Signature] 7/10/2014  
Signature  
ABDEL F. MARTEL  
Type/Print Name  
PRINCIPAL  
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.

C. Ronald Belton  
Director of Finance  
Contract #9102, Amendment #10

Form Approved:

James R. McCain, Jr.  
Office of General Counsel

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Ex. A-8

MECHANICAL ELECTRICAL FIRE PROTECTION INFRARED FORENSIC

May 23, 2014

Mr. Douglas McKenzie  
AECOM/Spillis Candela DMJM  
800 Douglas Entrance  
North Tower, 2nd Floor  
Coral Gables, FL 33134

Project: Old Federal Courthouse - Change Order  
1st Floor Renovations  
Jacksonville, FL

Dear Doug:

Thank you for considering us. We appreciate the opportunity to provide a fee proposal on the above referenced project. We have evaluated provided materials in conjunction with previous conversations and personal experience developing the following scope of work and compensation:

1. Add originally shelved office space and toilets back to 1st floor drawings per updated architectural plans. We will revise the plumbing and fire protection layouts if needed. It is understood the floor plan may have slight updates but a majority of the floor plan which includes HVAC, power, lighting, plumbing, and fire protection layouts should remain as-is prior to removal.
2. The historic postal corridor, large multi-purpose rooms, and prep kitchen will still be shelved. The historic postal corridor, large multi-purpose rooms, and prep kitchen will be shown cross hatched and noted as "Phase II" for future construction. We will add notes for minimum code requirements to the plumbing and fire protection for these areas for Phase I.
3. Provide plumbing and fire protection layout for the provided Deposition Room Layout Alternative #4.
4. TLC security design and drafting is not part of this fee proposal. Eng Engineering will only review, plot, sign, and seal security drawings.

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5. Site visit to review currently installed plumbing and fire protection systems to confirm drawings are accurate.
6. Coordination review meeting (i.e. conference call).
7. Services during construction. We will review shop drawings and respond to RFIs. We will make (1) site inspection if needed. \$1,500

Compensation for above services: \$6,000 design / \$1,500 services during construction.

Exclusions

1. Meetings not mentioned above.

Deliverables

2. PDF sets and two (2) signed and sealed sets are included.

General Notes

1. All services not mentioned above will be invoiced per the Eng Engineering 2014 rate sheet.
2. Printing, reproduction, and customary out of pocket expenses not listed above will be cost plus 10%.

Payment will be due upon delivery of assessment. Payment will be considered delinquent after 30 days of invoice date. A 2% finance fee will be added on any outstanding invoiced amount and will accrue for each 30-day period beyond the date of the invoice. After 60 days from the date of invoice the finance fee will increase to 10% on any outstanding invoiced amount.

This agreement is enforceable in any court of competent jurisdiction in Duval County, Florida. In the unlikely event litigation ensues, the prevailing party will be entitled to reasonable attorney's fees, plus all costs of collection, including appellant fees, if any. If we are discharged prior to the conclusion of the project, we will be compensated for our reasonable expenses and disbursements and for the fair value of our services rendered up to the time of discharge.

Thank you for contacting Eng Engineering, Inc.

Respectfully,

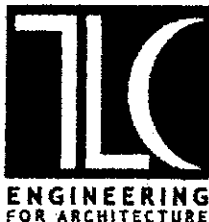


Eric Eng  
Vice President

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

Ex. A-8



April 22, 2014

**Supplement to Old Federal Courthouse Renovations Proposal  
First Floor Build Out (Offices)**


TLC Engineering for Architecture, Inc. (TLC) is delighted to submit the following supplemental fee proposal, in accordance with our agreement dated February 23, 2011, to provide Communication & Technology Engineering services for the build out of the first floor office.

**FEE**

We propose to provide the above-described basic scope of services for a lump sum fee of **\$2,515**, plus reimbursable expenses at 1.0 times direct cost. Reimbursable expenses include any out-of-county travel-related costs, (TLC's Jacksonville office to be considered point-of-origin for all trips), lodging, plotting and printing (except as required for in-house coordination).

TLC ENGINEERING FOR ARCHITECTURE, INC.

  
Rafi Warjan, PE, LEED AP  
Principal, Division Director

  
Ryan D. Fryman, PE, LEED AP, CxA  
Principal, Senior Project Engineer

Authorization By:

AECOM

By: \_\_\_\_\_

Print Name and Title \_\_\_\_\_

Date \_\_\_\_\_

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# EXHIBIT A-8

Ex A-8

**TLC** Engineering for Architecture

## FEE CALCULATION FOR ENGINEERING SERVICES COMMUNICATIONS AND TECHNOLOGY DIVISION

22-Apr-14  
 Project 810167  
 Proposal Number  
 Client AECOM  
 Description First Floor Build Out (Offices)

Billing Rates/Time	Unit	Unit Cost
Division Director	Hour	\$195.00
Senior Engineer	Hour	\$165.00
Project Engineer	Hour	\$135.00
Engineer / Design Specialist	Hour	\$105.00
Grad Eng/ Designer/ Admin Sec	Hour	\$85.00
Technician/Secretary/Intern/Clerical	Hour	\$60.00

Phase	MANHOURS						Total Hours Per Phase
	Div Dir BRF 6	Sr Engr BRF5	Proj Engr BRF4	Engineer Des Spec BRF3	Grad Eng Designer Admin Sec BRF2	Tech Secrtry BRF1	
<b>Voice/Data</b>							
Meeting with SAO review scope of VE					6		6
Rework drawings to reflect new scope							
Re calculate network changes		1					1
COJ review for scope reductions		2					2
Revise specifications							
Produce final revised drawings		1			3		4
subtotal Voice/Data		4			9		13
<b>Audio/Visual</b>							
Meeting with SAO review scope of VE							
Rework drawings to reflect new scope					4		4
Re calculate network changes							
COJ review for scope reductions		1					1
Revise specifications							
Produce final revised drawings		1			3		4
subtotal Audio/Visual		3			7		10
<b>Security/CCTV</b>							
Meeting with SAO review scope of VE		1					1
Rework drawings to reflect new scope					4		4
Re calculate network changes							
COJ review for scope reductions		1					1
Revise specifications							
Produce final revised drawings		1			3		4
subtotal Security/CCTV		3			7		10
<b>Total Hours per BRF</b>		7			16		23

Phase	FEE BREAKDOWN						Total Fee Per Phase
	Div Dir BRF6	Sr Engr BRF5	Proj Engr BRF4	Engineer Des Spec BRF3	Grad Eng Designer Admin Sec BRF2	Tech Secrtry BRF1	
<b>Voice/Data</b>							
Meeting with SAO review scope of VE							\$ -
Rework drawings to reflect new scope					\$510.00		\$ 510.00
Re calculate network changes		\$165.00					\$ 165.00
COJ review for scope reductions		\$330.00					\$ 330.00
Revise specifications							\$ -
Produce final revised drawings		\$165.00			\$255.00		\$ 420.00
Subtotal Fee Voice/Data		\$660.00			\$765.00		\$ 1,425.00
<b>Audio/Visual</b>							
Meeting with SAO review scope of VE							\$ -
Rework drawings to reflect new scope							\$ -
Re calculate network changes							\$ -
COJ review for scope reductions							\$ -
Revise specifications							\$ -
Produce final revised drawings							\$ -
Subtotal Fee Audio/Visual							\$ -
<b>Security/CCTV</b>							
Meeting with SAO review scope of VE		\$165.00					\$ 165.00
Rework drawings to reflect new scope					\$340.00		\$ 340.00
Re calculate network changes							\$ -
COJ review for scope reductions		\$165.00					\$ 165.00
Revise specifications							\$ -
Produce final revised drawings		\$165.00			\$255.00		\$ 420.00
Subtotal Fee Security/CCTV		\$495.00			\$595.00		\$ 1,090.00
<b>Total Fee per BRF</b>		\$1,155.00			\$1,360.00		\$ 2,515.00

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# EXHIBIT B-10

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

PART I - GENERAL				
1. Project Owner Consultant Services for the New Duval County Unified Courthouse Program			2. Proposal Number P-34-06 (AMENDMENT NO. 10)	
3. Name of Consultant AECOM Technical Services, Inc.			4. Date of Proposal 05/27/14	
PART II - LABOR RELATED COSTS				
5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal-in-Charge	\$76.64	0	\$0.00	
Project Director	\$78.96	0	\$0.00	
Design Principal	\$66.34	0	\$0.00	
Project Manager/Design	\$46.32	20	\$926.40	
Project Architect	\$34.22	60	\$2,053.20	
Structural Engineer	\$76.33	0	\$0.00	
Electrical Engineer	\$59.71	60	\$3,582.60	
Mechanical Engineer	\$59.71	40	\$2,388.40	
Administrative Support	\$17.52	0	\$0.00	
Construction Admin. Lead	\$75.51	0	\$0.00	
<b>TOTAL DIRECT LABOR</b>		180	Hours	\$8,950.60
6. Overhead (Combined Fringe Benefit & Administrative)				
Overhead Rate (Office)	141.44 % x Total Direct Labor			\$12,659.73
Overhead Rate (Field)	93.65 % x Total Direct Labor			\$0.00
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				\$21,610.33
8. PROFIT: Labor Related Costs (Item 7)				\$2,161.03
PART III - OTHER COSTS				
9. Miscellaneous Direct Costs				
15.32% of Direct Labor Costs (Office)			\$ 1,371.23	
7.27% of Direct Labor Costs (Field)			\$ 0.00	
<b>MISCELLANEOUS DIRECT COSTS SUB-TOTAL</b>				\$1,371.23
10. SUBCONTRACTS (Lump Sum)				
Audio Visual (TLC Engineering for Architecture)			\$ 0.00	
Communication & Technology (TLC Engineering)			\$ 2,515.00	
Security Design (TLC Engineering for Architecture)			\$ 0.00	
LEED Consultant (Spiniker)			\$ 0.00	
LEED Consultant (TLC Engineering for Architecture)			\$ 0.00	
Architectural Support (VIA Concepts, Ltd.)			\$ 0.00	
Civil/Site Engineering (C. Vargas & Associates)			\$ 0.00	
Landscape/Irrigation Design (AECOM)			\$ 0.00	
Fire Protection/Plumbing/Security (Eng Engineering)			\$ 7,500.00	
<b>SUB-CONTRACT SUB-TOTAL</b>				\$10,015.00
<b>TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)</b>				\$35,157.59
11. REIMBURSABLE COSTS (Limiting Amount)				
Owner Consultant Services (Amend #6)			\$ 0.00	
Ed Ball (Programming)			\$ 0.00	
Elevator Subconsultant (TBD)			\$ 0.00	
Estimating/Constructability Reviews (Dick Corp.)			\$ 0.00	
ADA Consultant (Jack Gillrup)			\$ 0.00	
Out of Travel/Mileage			\$ 0.00	
Reproduction (Bidding Documents)			\$ 0.00	
<b>SUB-TOTAL REIMBURSABLES</b>				\$0.00
PART IV - SUMMARY				
<b>TOTAL AMOUNT OF AMENDMENT (Lump Sum Plus Reimbursables)</b> (Items 5, 6, 8, 9, 10 and 11)				\$35,157.59
12. PRIOR CONTRACT AMOUNT (Through Amendment #9)				\$3,323,552.86
<b>AMENDED AMOUNT OF CONTRACT</b>				\$3,358,710.45

EXHIBIT "B-10"  
AMENDMENT NO. 10  
(Page 1 of 1)

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