

5190-17  
Amendment # 11

**ELEVENTH AMENDMENT TO AGREEMENT  
BETWEEN  
CITY OF JACKSONVILLE AND TRANSYSTEMS CORPORATION CONSULTANTS  
FOR ENGINEERING SERVICES  
FOR CRYSTAL SPRINGS ROAD FROM CHAFFEE ROAD TO CAHOON ROAD**

**THIS ELEVENTH AMENDMENT** to Agreement is made and entered into in duplicate this 21 day of May, 2014, by and between the CITY OF JACKSONVILLE, a municipal corporation in Duval County, Florida (hereinafter the "CITY"), and TRANSYSTEMS CORPORATION CONSULTANTS, a corporation authorized to do business in the State of Florida at 4500 Salisbury Road, Suite 440, Jacksonville, Florida 32216 (hereinafter the "CONSULTANT"), for Engineering Services for Crystal Springs Road from Chaffee Road to Cahoon Road, hereinafter referred to as the Project.

**WITNESSETH:**

**WHEREAS**, on November 21, 2003, the parties made and entered into City of Jacksonville Contract #5190-17 (hereinafter the "Agreement") for the Project; and

**WHEREAS**, the Agreement has been amended 10 times previously; and

**WHEREAS**, the parties wish to amend said Agreement further by adding and incorporating **Exhibit "R"**, attached hereto and made a part hereof by this reference, so as to revise the Scope of Services, by adding and incorporating **Exhibit "S"**, attached hereto and made a part hereof by this reference, as a revised Contract Fee Summary, by increasing the lump sum amount for Final Design Phase by \$48,699.74, as detailed in **Exhibit "S"**, to a new total of \$1,399,899.59, and by increasing the maximum indebtedness by \$48,699.74 to a new cumulative maximum indebtedness not-to-exceed \$1,903,366.96, 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 true and correct and, by this reference, are made a part hereof and incorporated herein.

2. Section 1.1, STATEMENT OF CONSULTANT SERVICES, of said Agreement is amended in part to revise the Scope of Services by adding and incorporating **Exhibit "R"** and as amended shall read as follows:

"1.1 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', 'G', 'I', 'K', 'M', 'O', and 'R', all of which by this reference are made a part hereof."

3. Paragraph (b) of Section 3.1 of said Agreement is amended in part by increasing the lump sum amount for Final Design Phase by \$48,699.74, as detailed in **Exhibit "S"**, to a new total of \$1,399,899.59, and as amended shall read as follows:

"(b) For the Final Design Phase as provided in Section 1.6 hereof and as detailed on Exhibits 'D', 'H', 'J', 'L', 'N', 'P', and 'S', a lump sum amount of One Million Three Hundred Ninety-Nine Thousand Eight Hundred Ninety-Nine and 59/100 Dollars (\$1,399,899.59)."

4. Section 3.05 of said Agreement is amended in part by increasing the maximum indebtedness by \$48,699.74 to a new cumulative maximum indebtedness not-to-exceed \$1,903,366.96, and as amended shall 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 One Million Nine Hundred Three Thousand Three Hundred Sixty-Six and 96/100 Dollars (\$1,903,366.96)."

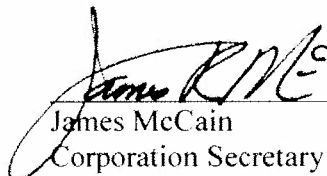
5. Attach **Exhibits "R"** and **"S"**, which are attached hereto and, by this reference, made a part hereof, to the Agreement.

**SAVE AND EXCEPT** as hereby expressly amended, all terms and conditions of the Agreement dated the 21st day of November, 2003, shall remain in full force and effect.

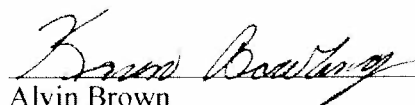
IN WITNESS WHEREOF, the parties hereto have executed this Eleventh Amendment  
the day and year first above written.

ATTEST:

CITY OF JACKSONVILLE

  
James McCain  
Corporation Secretary




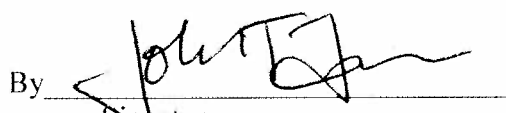
  
Alvin Brown  
Mayor

Karen Bowling  
Chief Administrative Officer  
For: Mayor Alvin Brown  
Under Authority of:

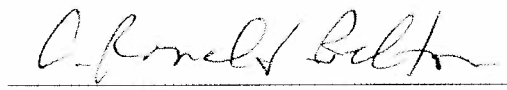
WITNESS:

TRANSYSTEMS EXECUTIVE ORDER No. 2013-04  
CONSULTANTS

By   
Signature  
Semera Gunter  
Type/Print Name  
Office Administrator  
Title

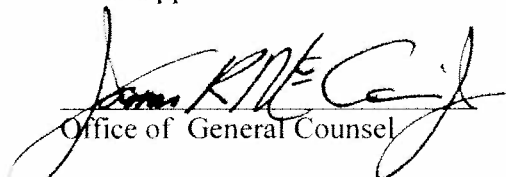
By   
Signature  
John T. Crow  
Type/Print Name  
Senior Vice President  
Title

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.

  
Director of Finance

PWCP331SD541-06505-PW0382-03-PWC012-10  
5190-17 Amd. # 11  
20

Form Approved:

  
Office of General Counsel

# EXHIBIT R



TranSystems

4500 Salisbury Road  
Suite 440  
Jacksonville, FL 32216  
Tel 904 245 6500  
Fax 904 245 6510  
www.transystems.com

3/20/14

George McGregor, P.E.  
HDR Engineering, Inc.  
200 W. Forsyth Street  
Suite 800  
Jacksonville, FL 32202

Re: **Proposal Letter for Professional Consulting Services  
Hammond Blvd. from Crystal Springs Rd. to the proposed F.D.O.T. Marietta Interchange;  
Crystal Springs Road Improvements, Phase 2B**

Dear Mr. McGregor:

TranSystems is pleased to submit this proposal to provide professional consulting services for the City of Jacksonville, Florida on the above referenced project. The proposed project will be a modification of the Crystal Springs Road Improvements, Phase 2. The intent will be to isolate the proposed portion of Hammond Boulevard and develop an independent set of plans having general limits from Crystal Springs Road to the proposed F.D.O.T. Marietta Interchange. The Marietta Interchange is currently in the final design phase and the proposed project limits are assumed to be established for the purposes of this proposal. The proposed plans for Hammond Boulevard will be revised to interface with the proposed Marietta Interchange project limits and associated modifications to adjacent intersecting streets

## SCOPE OF SERVICES

In connection with the above referenced project, TranSystems shall perform the following services as generally described:

- Modify or redesign: storm water collection system, roadway vertical and horizontal alignments, roadway plan geometry, traffic control phasing, signing and pavement markings and landscaping plans.
- Provide bid plan set, quantities and cost estimates.
- Attend coordination and field meetings.

## COMPENSATION

As compensation for the performance of the above-described Services, TranSystems will be reimbursed by the City of Jacksonville on a time and materials basis according to our standard hourly rates in effect at the time the services are performed up to a maximum fee of **(\$37,571.59)**.

## ADDITIONAL SUBCONSULTANT SERVICES

As part of the design team, Hanson Professional Services, Inc. will provide supplemental design assistance for drainage engineering services. The fee for providing these services will be for a lump sum amount of **(\$11,128.15)**.

Please feel free to contact us if you have any questions.

Sincerely,  
TranSystems Corporation



Richard Palumbo, P.E.

**EXHIBIT S**

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

<b>PART I - GENERAL</b>				
1. Project Crystal Springs Road (Chaffee Road to Cahoon Road)		2. Proposal Number P-74-03		
3. Name of Consultant TranSystems Corporation		4. Date of Proposal 02/09/14      Amendment No. 11		
<b>PART II - LABOR RELATED COSTS</b>				
5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal/QC Engineer	\$47.14	0.00	\$0.00	
Project Manager	\$40.63	23.00	\$934.49	
Design Engineer or Architect	\$31.73	344.00	\$10,915.12	
Designer or Technician	\$22.82	61.00	\$1,392.02	
Drafter or CADD Operator	\$20.59	0.00	\$0.00	
Clerical	\$16.69	3.00	\$50.07	
<b>TOTAL DIRECT LABOR</b>		431.00 Hours		\$13,291.70
6. Overhead (Combined Fringe Benefit & Administrative) Overhead Rate      150 % x Total Direct Labor				\$19,937.55
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				\$33,229.25
8. PROFIT: Labor Related Costs (Item 7)      x      10.0%				\$3,322.93
<b>PART III - OTHER COSTS</b>				
9. Miscellaneous Direct Costs				
Transportation			\$ 111.00	
Original Reproducibles			\$ 60.00	
Reproduction			\$ 748.41	
Shipping			\$ 100.00	
Other			\$ 0.00	
<b>MISCELLANEOUS DIRECT COSTS SUB-TOTAL</b>				\$1,019.41
10. SUBCONTRACTS (Lump Sum)				
Hanson Professional Services, Inc.			\$ 11,128.15	
			\$	
<b>SUB-CONTRACT SUB-TOTAL</b>				\$11,128.15
<b>TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)</b>				\$48,699.74
11. REIMBURSABLE COSTS (Limiting Amount)				
Surveying and Mapping (Ghiotto)			\$	
Geotechnical Investigations (Ellis)			\$	
Phase II Environmental Site Assessments (Aerostar)			\$	
Delineation, Mitigation, Permit Meetings (Transystems)			\$	
Environmental Permitting Application Fees (Permit Mod)			\$	
<b>SUB-TOTAL REIMBURSABLES</b>				\$0.00
<b>PART IV - SUMMARY</b>				
<b>TOTAL AMOUNT OF AMENDMENT 10 (Lump Sum Plus Reimbursables)</b> (Items 5, 6, 8, 9, 10 and 11)				\$48,699.74
<b>PREVIOUS CONTRACT TOTAL</b>				\$1,854,667.22
<b>REVISED CONTRACT TOTAL THROUGH AMENDMENT NO 10</b>				\$1,903,366.96