

6576-20  
Amd 6

**SIXTH AMENDMENT TO AGREEMENT  
BETWEEN  
THE CITY OF JACKSONVILLE  
AND  
PROSSER, INC. f/k/a PROSSER HALLOCK, INC.  
FOR  
ENGINEERING SERVICES FOR 11<sup>TH</sup> STREET AND 12<sup>TH</sup> STREET CONNECTOR**

THIS SIXTH AMENDMENT to Agreement is made and entered into in duplicate this 14 day of May, 2014 (hereinafter referred to as the "Effective Date"), by and between the CITY OF JACKSONVILLE (hereinafter the "CITY"), a municipal corporation in Duval County, Florida, and PROSSER, INC. f/k/a PROSSER HALLOCK, INC. (hereinafter the "CONSULTANT"), a Florida corporation with office at 13901 Sutton Park Drive South, Suite 200, Jacksonville, Florida 32224, for engineering services for the 11<sup>th</sup> Street and 12<sup>th</sup> Street Connector (hereinafter the "Project").

**RECITALS:**

**WHEREAS**, on March 8, 2010, the parties made and entered into City of Jacksonville Contract # 6576-20 (hereinafter the "Agreement") for the Project; and

**WHEREAS**, effective January 9, 2014, Prosser Hallock, Inc. changed its name to Prosser, Inc. and

**WHEREAS**, said Agreement has been amended five (5) times previously; and

**WHEREAS**, said Agreement should be amended further by recognizing said name change and providing for the substitution of Prosser, Inc. for Prosser Hallock, Inc. as a party to said Agreement and all of its amendments; and

**WHEREAS**, said Agreement should be amended further by revising the Scope of Services as reflected in **Exhibit "I"**, attached hereto and incorporated herein by reference; by revising the Contract Fee Summary, as reflected in **Exhibit "J"**, attached hereto and incorporated herein by reference; by adding a professional fee for Post Design Services, as described in **Exhibit "I"**, in an amount not-to-exceed \$25,000.00, as detailed in **Exhibit "J"**; by adding a professional fee for Miscellaneous Direct

Costs, as described in **Exhibit "I"**, in an amount not-to-exceed \$500.00, as detailed in **Exhibit "J"**; by making conforming changes to add and cite new **Exhibit "J"**; and, by increasing the maximum indebtedness by an amount not-to-exceed \$25,500.00, to a new maximum indebtedness not-to-exceed \$452,498.56, with all other provisions, terms, and conditions of said Agreement remaining unchanged; now therefore

**IN CONSIDERATION** of said Agreement and of the mutual covenants and agreements contained herein 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. Prosser Hallock, Inc. has changed its name to Prosser, Inc. Accordingly, Prosser, Inc. shall take the place of Prosser Hallock, Inc. in said Agreement and in all amendments thereto; Prosser, Inc. shall be responsible and liable for all the work, requirements, duties, and obligations of Prosser Hallock, Inc. pursuant to said Agreement and all amendments thereto; and, Prosser, Inc. shall be entitled to all rights of Prosser Hallock, Inc. pursuant to said Agreement and all amendments thereto. Whenever the name Prosser Hallock, Inc. is used in said Agreement or amendments thereto, that name shall mean and include Prosser, Inc.

3. Section 1.01, entitled "STATEMENT OF CONSULTANT SERVICES", in said Agreement is amended in part by adding, attaching, and incorporating **Exhibit "I"** 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', 'G', and 'I'** and by this reference made a part hereof and

incorporated herein. 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 CONSULTANT 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.”

4. Section 3.02 in said Agreement is amended in part by adding a new Section 3.02.07 to establish a fee for Post Design Services, as described in **Exhibit “I”**, in an amount not-to-exceed \$25,000.00, as detailed in **Exhibit “J”**, and as amended shall read as follows:

“3.02.07. For Post Design Services, as described in **Exhibit ‘I’**, an amount not-to-exceed TWENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$25,000.00), as detailed in **Exhibit ‘J’**.”

5. Section 3.02 in said Agreement is amended in part by adding a new Section 3.02.08 to establish a fee for Miscellaneous Direct Costs, as described in **Exhibit “I”**, in an amount not-to-exceed \$500.00, as detailed in **Exhibit “J”**, and as amended shall read as follows:

“3.02.08. For Miscellaneous Direct Costs, as described in **Exhibit ‘I’**, an amount not-to-exceed FIVE HUNDRED AND 00/100 DOLLARS (\$500.00), as detailed in **Exhibit ‘J’**.”

6. Section 3.03 of said Agreement is amended in part by adding a conforming reference to new **Exhibit “J”** with respect to the Contract Fee Summary, 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’, ‘D’, ‘F’, ‘H’, and ‘J’**. 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 a reimbursable expense in **Exhibits ‘B’, ‘D’, ‘F’, ‘H’ and ‘J’** 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.”

7. Section 3.06 in said Agreement is amended in part by increasing the maximum indebtedness by an amount not-to-exceed \$25,500.00 to a new maximum indebtedness not-to-exceed \$452,498.56, 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 FOUR HUNDRED FIFTY-TWO THOUSAND FOUR HUNDRED NINETY-EIGHT AND 56/100 DOLLARS (\$452,498.56).

8. Add, attach, and incorporate new **Exhibits “I” and “J”** to and in said Agreement.

**SAVE AND EXCEPT** as expressly amended by this instrument, the provisions, terms, and conditions of the Agreement of March 8,2010, as previously amended, shall remain unchanged and shall continue in full force and effect.

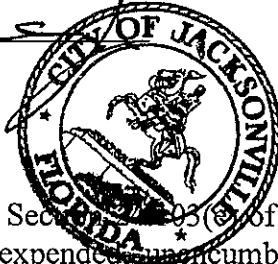
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the day and year first above written.

ATTEST:

CITY OF JACKSONVILLE

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

By Alvin Brown  
Alvin Brown, Mayor



In compliance with Section 93 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  
City of Jacksonville Contract #6576-20  
Amendment #6

ATTEST:

PROSSER, INC., INC.  
f/k/a PROSSER HALLOCK, INC.

By Scott Carter  
Signature  
SCOTT CARTER  
Type/Print Name  
Title

By Shawn Bliss  
Signature  
Shawn Bliss  
Type / Print Name  
Vice President  
Title

Form Approved:

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

James R. McCain, Jr.  
Office of General Counsel

EXHIBIT I

SCOPE OF SERVICES

**POST-DESIGN SERVICES  
FOR  
11<sup>TH</sup> AND 12<sup>TH</sup> STREET CONNECTOR (VENUS TO BOULEVARD)**

CITY OF JACKSONVILLE, FLORIDA

06-19-13

**I. PROJECT DESCRIPTION**

The limits of the project are 11th Street from North Davis Street to North Jefferson Street and 12th Street from North Jefferson Street to Boulevard Street. The total length of project is approximately 1900 linear feet.

**II. POST-DESIGN SERVICES**

The subject project has been designed and permitted by the CONSULTANT under prior authorizations. Upon bid opening the project will move into the construction phase and the CONSULTANT may be called upon to provide post-design services on an as-needed basis. These services may include:

- Shop drawing reviews
- Field reviews
- Bid tabulations and evaluation
- Responding to contractor Requests For Information

**III. SUBMITTAL REQUIREMENTS**

Submittal requirements are unchanged by this supplemental agreement.

**IV. SCHEDULE**

The project schedule will be set between the City and the selected contractor.

**I. FEES**

The CONSULTANT shall bill on a limiting amount basis only for task requested by the City's project manager. Billing rates shall be as set forth in Exhibit J with a limiting amount of \$25,500.00.

**II. CONCLUSION**

The task described above shall comprise the whole of the CONSULTANT'S scope of services under this supplemental agreement. No work shall be undertaken without a written Notice To Proceed from the City's Project Manager.

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

<b>PART I - GENERAL</b>				
1. Project 11th and 12th Street Connector - Supplemental Agreement Number 4			2. Proposal Number P-40-09 / C6576-20	
3. Name of Consultant Prosser Hallock, Inc.			4. Date of Proposal 06/19/13	
<b>PART II - LABOR RELATED COSTS</b>				
5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal	\$58.18	0	\$0.00	
Project Manager	\$45.45	0	\$0.00	
Senior Design Engineer	\$41.82	0	\$0.00	
Landscape Architect	\$41.82	0	\$0.00	
Design engineer	\$34.55	0	\$0.00	
Designer/ Technician	\$30.91	0	\$0.00	
CADD Operator	\$23.64	0	\$0.00	
Sr. Construction Inspector	\$32.73	0	\$0.00	
Clerical	\$18.18	0	\$0.00	
<b>TOTAL DIRECT LABOR</b>		0 Hours		\$0.00
6. Overhead (Combined Fringe Benefit & Administrative) Overhead Rate 150% x Total Direct Labor				\$0.00
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				\$0.00
8. PROFIT: Labor Related Costs (Item 7) x 10%				\$0.00
<b>PART III - OTHER COSTS</b>				
9. Miscellaneous Direct Costs				
	Rate	Est. Amt.	Totals	
Transportation (per mile)	\$ 0.45	0	\$	-
Reproduction (b&w, 8 1/2" x 11")	\$ 0.15	0	\$	-
Reproduction (b&w, 11" x 17")	\$ 0.30	0	\$	-
Reproduction (color, 8 1/2" x 11")	\$ 1.00	0	\$	-
Reproduction (color, 11" x 17")	\$ 2.00	0	\$	-
Shipping / Courier	\$ 10.00	0	\$	-
<b>MISCELLANEOUS DIRECT COSTS SUB-TOTAL</b>				\$ -
10. SUBCONTRACTS (Lump Sum)				
			\$ 0.00	
			\$ 0.00	
			\$ 0.00	
<b>SUB-CONTRACT SUB-TOTAL</b>				\$0.00
<b>TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)</b>				\$0.00
11. REIMBURSABLE COSTS (Limiting Amount)				
Post-Design Services Only As-Needed at Rates Defined Above			\$ 25,000.00	
Miscellaneous Direct Expenses Only As-Needed at Rates Defined /			\$ 500.00	
			\$ 0.00	
			\$ 0.00	
<b>SUB-TOTAL REIMBURSABLES</b>				\$25,500.00
<b>PART IV - SUMMARY</b>				
<b>TOTAL AMOUNT OF AMENDMENT # 4 (Lump Sum Plus Reimbursables)</b> (Items 5, 6, 8, 9, 10 and 11)				<b>\$25,500.00</b>
12. PRIOR CONTRACT AMOUNT (Through Amendment #5)				\$426,998.56
<b>AMENDED AMOUNT OF CONTRACT</b>				<b>\$452,498.56</b>



**MINORITY PARTICIPATION**  
**Attachment to Fee & Contract Negotiations**  
**or Contract Amendment**

**Title:** 11TH AND 12TH STREET CONNECTOR (VENUS TO BOULEVARD)  
**Project No.:** Contract #6576-20 (P-40-09)  
**Date:** June 19, 2013

	<b>Company's Name</b> (Minority Subconsultant)	<b>Classification</b> (Minority Status)	<b>Type of Work</b> (Scope of Services)	<b>Dollar Value</b>
1.)	<u>Aerostar Environmental, Inc.</u>	<u>JSEB / WBE</u>	<u>Contamination</u>	<u>\$ 0.00</u>
2.)	<u>Landmark Engineering, Inc.</u>	<u>JSEB / WBE</u>	<u>Structural Engr.</u>	<u>\$ 0.00</u>
3.)	<u>CSI GEO, Inc.</u>	<u>JSEB / AA</u>	<u>Geotechnical Engr.</u>	<u>\$ 0.00</u>
4.)	<u>Environmental Resource Solutions</u>	<u>Non- JSEB/WBE</u>	<u>Environmental Permitting</u>	<u>\$ 0.00</u>
5.)	<u>Clary and Associates</u>	<u>Non-JSEB</u>	<u>Survey / Mapping</u>	<u>\$ 0.00</u>
6.)	<u>Gemini Engineering and Sciences</u>	<u>Non-JSEB</u>	<u>Hydraulic Modeling</u>	<u>\$ 0.00</u>

**Check one:**

**This is: Original Fee Negotiation** \_\_\_\_\_

**This is: Contract Amendment No.:** 6

**Date of this Document:** June 19, 2013