

7265-03
Amd #20

**TWENTIETH AMENDMENT TO
AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE
AND
R-A-M PROFESSIONAL GROUP, INC.
FOR
ENGINEERING SERVICES ON TIMUCUAN BICYCLE TOURING ROUTE PROJECT**

THIS TWENTIETH AMENDMENT to Agreement is made and entered into in duplicate this 24 day of July, 2014, by and between the CITY OF JACKSONVILLE (hereinafter the "CITY"), a municipal corporation in Duval County, Florida, and R-A-M PROFESSIONAL GROUP, INC. (hereinafter the "CONSULTANT"), a Florida corporation at 8298 Bayberry Road, Suite 1, Jacksonville, Florida 32256, for engineering services on the Timucuan Bicycle Touring Route Project (hereinafter the "Project").

RECITALS:

WHEREAS, on July 9, 2001, the parties made and entered into City of Jacksonville Contract # 7265-03 (hereinafter the "Agreement") for the Project; and

WHEREAS, said Agreement has been amended nineteen (19) times previously; and

WHEREAS, the parties wish to further amend said Agreement by (i) revising the Scope of Services by adding and incorporating **Exhibit "JJ"**, attached hereto and incorporated herein by this reference, (ii) adding and incorporating a new Contract Fee Summary, attached hereto and incorporated herein as **Exhibit "KK"**, (iii) increasing the lump sum amount for Design Services, as described in **Exhibit "JJ"**, by \$10,998.88, as detailed in **Exhibit "KK"**, to a new limit of \$2,021,879.13, (iv) decreasing the not-to-exceed amount for Construction Administration Services, as described in **Exhibit "JJ"**, by \$10,998.88, as detailed in **Exhibit "KK"**, to a new limit of \$344,978.58, with the maximum indebtedness remaining the same at a total maximum not-to-exceed

amount of \$3,086,862.63, and (v) adding, attaching, and incorporating new **Exhibits “JJ”** and **“KK”**, with all other provisions, terms, and conditions in said Agreement remaining unchanged; now therefore

IN CONSIDERATION of said Agreement and of the mutual covenants and agreements herein 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 1.1 of said Agreement, entitled **ENGAGEMENT OF CONSULTANT**, is amended in part to revise the Scope of Services by adding and incorporating new **Exhibit “JJ”** and as amended shall read as follows:

“1.1 ENGAGEMENT OF CONSULTANT

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’, ‘B’, ‘C’, ‘D’, ‘E’, ‘F’, ‘G’, ‘H’, ‘I’, ‘J’, ‘K’, ‘L’, ‘M’, ‘N’, ‘O’, ‘P’, ‘Q’, ‘R’, ‘S’, ‘T’, ‘U’, ‘V’, ‘W’, ‘X’, ‘Y’, ‘Z’, ‘AA’, ‘BB’, ‘CC’, ‘DD’, ‘EE’, ‘FF’, ‘GG’, ‘HH’, and ‘JJ’**, all of which are, by this reference, made a part hereof and incorporated herein.”

3. Section 3.1(a) of said Agreement is amended, in part, by increasing the fee for Design Services, as described in **Exhibit “JJ”**, by a lump sum amount of \$10,998.88, as detailed in **Exhibit “KK”**, to a new limit of \$2,021,879.13 and as amended shall read as follows:

“3.1 The CITY shall pay to the CONSULTANT, in increments proportional to satisfactory completion, for all services actually, timely, and faithfully rendered:

“(a) For the Study (Conceptual Design) Phase, as provided in Section 1.5 hereof, and as detailed in Exhibits ‘A’, ‘B’, ‘C’, ‘D’, ‘E’, ‘F’, ‘G’, ‘H’, ‘I’, ‘J’, ‘K’, ‘L’, ‘M’, ‘N’, ‘O’, ‘P’, ‘Q’, ‘R’, ‘S’, ‘T’, ‘U’, ‘V’, ‘W’, ‘X’, ‘Y’, ‘Z’, ‘AA’, ‘BB’, ‘CC’, ‘DD’, ‘EE’, ‘FF’, ‘GG’, ‘HH’, and ‘JJ’, all attached hereto, a lump sum amount of Two Million Twenty-One Thousand, Eight Hundred Seventy-nine and 13/100 Dollars (\$2,021,879.13).”

3. Section 3.2(cc) of said Agreement is amended, in part, by decreasing the professional fee for Construction Administration Services, as described in Exhibit “JJ”, by an amount not to exceed \$10,998.88, as detailed in Exhibit “KK”, to a new maximum not-to-exceed \$344,978.58, and as amended shall read as follows:

“(cc) For Construction Administration Services, an amount not to exceed Three Hundred Forty-Four Thousand Nine Hundred Seventy-Eight and 58/100 Dollars (\$344,978.58), as detailed in Exhibits “JJ” and “KK”.”

4. The total maximum indebtedness shall remain a not-to-exceed amount of \$3,086,862.63.

5. Attach to and incorporate in said Agreement Exhibits “JJ” and “KK”.

SAVE AND EXCEPT, as expressly amended in and by this instrument, the provisions, terms and conditions of said Agreement of July 9, 2001 (City of Jacksonville Contract # 7265-03), as previously amended, shall remain unchanged and shall continue in full force and effect.

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

ATTEST:

CITY OF JACKSONVILLE

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



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

WITNESS:

R-AMERICAN PROFESSIONAL GROUP, INC.

By: Jennifer Anders
Signature
Jennifer Anders
Type/Print Name
Executive Assistant
Title

By: Wayne O. Reed
Signature
WAYNE O. REED
Type/Print Name
PRESIDENT
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
City Contract # 7265-03
Contract Amendment # 20

Form Approved:

James R. McCain, Jr.
Office of General Counsel

Exhibit "JJ"

Project Scope

1. Background

Under Task 52 of the City of Jacksonville's (City's) previously issued Amendment 19 to contract 7265-3, The R-A-M Professional Group, Inc. (RAM) was to coordinate with FDOT and City in the provision of services related to finalizing Segment 3 bid documents to include: submittal of previously-finalized plans into FDOT ERC system; formal responses to and incorporation of ERC comments; revisions/updates to FHWA LAP specifications and checklists; sole source justifications; coordination with FDOT Maintenance; NEPA documentation follow-up; and overall project coordination through bid phase. Also, RAM is to provide as-needed CMT services through a not-to-exceed type subcontract with Ellis and Associates, Inc. As construction of the project has progressed, a significant change has been requested by FDOT associated with the below the bridge portion of Segment 3.

2. Scope Task

Under the FDOT revision, RAM is to provide revised construction documents and associated construction administration to continue construction of boardwalk and bird watching platforms. It is estimated that this will take approximately two (2) additional months beyond the original project completion date of April 3, 2014. Work included in the modification is as follows: Removal of the existing wooden pilings, removal of the stockpiled bank and shore riprap before construction of the final bird watching platform and pavement overlay of the access roads. It is anticipated approval of this work for the Contractor to take approximately another four (4) weeks, two (2) weeks to remove the riprap, four (4) weeks to remove the wooden piling, four (4) weeks to accomplish the pavement overlay, and signage/stripping of the trail. Therefore, this modification extends the contract and associated RAM services for a total of approximately 120 days.

During completion of the foregoing, it has been determined that additional funding is required for Segment 3 – PSDC Services, and excess funds are available from unneeded CMT services, thus this Amendment 20 provides for a "no-cost" shifting of remaining funds as detailed below.

3. Detail

Deduct (Limiting Amounts)	
= Amendment 19, "Construction and Materials Testing - Ellis"	\$ (10,998.88)
TOTAL DEDUCT	\$ (10,998.88)
Add	
= Amendment 17, "Segment 3 – PSDC Services"	\$ 10,998.88
TOTAL ADD	\$ 10,998.88
NET	\$ 0.00

Exhibit "KK"

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

PART I - GENERAL				
1. Project Timucuan Trail Segment 3 - Seg 3 PSDC Extension			2. Proposal No / Contract No. P-25-01 7265-03	
3. Name of Consultant The R-A-M Professional Group, Inc.			4. Date of Proposal 4/4/2014 Amend. 20	
PART II - LABOR RELATED COSTS				
5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
QA/QC Engineer	\$ 52.00	32	\$ 1,664.00	
Project Manager	\$ 51.00	6	\$ 306.00	
Design Engineer or Architect	\$ 37.81	38	\$ 1,436.78	
Designer or Technician	\$ 27.70	0	\$ 0.00	
Drafter	\$ 21.00	11	\$ 231.00	
Field Inspector	\$ 25.00	0	\$ 0.00	
Clerical	\$ 17.00	12.25	\$ 208.25	
TOTAL DIRECT LABOR (Segment 1B)		99.25		\$ 3,846.03
6. Overhead (Combined Fringe Benefit & Administrative)				
Overhead Rate		160 % x Total Direct Labor		\$ 6,153.65
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				\$ 9,999.68
8. PROFIT: Labor Related Costs (Item 7				x 10.00% \$ 999.27
PART III - OTHER COSTS				
9. Miscellaneous Direct Costs				
Transportation			\$ 0.00	Inc. in OH
Original Reproducibles			\$ 0.00	
Reproduction & Shipping			\$ 0.00	
Shipping			\$ 0.00	
Other			\$ 0.00	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL				\$ -
10. SUBCONTRACTS (Lump Sum)				
			\$ 0.00	
			\$	
SUBCONTRACT SUB-TOTAL				\$ -
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)				\$ 10,998.88
11. REIMBURSABLE COSTS (Limiting Amount)				
Construction Materials Testing (Ellis)			\$ (10,998.88)	
SUBTOTAL REIMBURSABLES				-\$10,998.88
PART IV - SUMMARY				
TOTAL AMOUNT OF AMENDMENT 20 (Lump Sum + Reimbursables) (Items 5, 6, 8, 9, 10 and 11)				\$0.00
12. PRIOR CONTRACT AMOUNT (Through Amendment 19)			\$ 3,086,862.63	
AMENDED AMOUNT OF CONTRACT (Through Amendment 20)			\$ 3,086,862.63	