

7265-03
Amd # 22

**TWENTY-SECOND 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 TWENTY-SECOND AMENDMENT to Agreement is made and entered into in duplicate this 18 day of NOV., 2015, by and between the CITY OF JACKSONVILLE, a municipal corporation in Duval County, Florida (hereinafter the "CITY"), and R-A-M PROFESSIONAL GROUP, INC., a Florida profit corporation with an address at 8298 Bayberry Road, Suite 1, Jacksonville, Florida 32256 (hereinafter the "CONSULTANT"), 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 No. 7265-03 (hereinafter the "Agreement") for the Project; and

WHEREAS, said Agreement has been amended twenty-one (21) times previously; and

WHEREAS, the parties wish to further amend said Agreement by: (i) revising the Scope of Services by adding and incorporating **Exhibit "NN"**, attached hereto and incorporated herein by this reference; (ii) adding and incorporating a new Contract Fee Summary, attached hereto and incorporated herein by this reference as **Exhibit "OO"**; (iii) increasing the lump sum amount for Design Services, as described in **Exhibit "NN"**, by \$3,091.09, as detailed in **Exhibit "OO"**, to a new limit of \$2,053,790.99; (iv) increasing the not-to-exceed amount for PSDC Services, as described in **Exhibit "NN"**, by \$8,336.61, as detailed in **Exhibit "OO"**, to a new limit of \$36,401.01; (v) increasing the not-to-exceed amount for Construction Administration Services, as described in **Exhibit "NN"**, by \$31,079.92, as detailed in **Exhibit "OO"**, to a new limit of

“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’, ‘JJ’, ‘LL’, and ‘NN’, all attached hereto, a lump sum amount of Two Million Fifty-Three Thousand Seven Hundred Ninety and 99/100 Dollars (\$2,053,790.99).”

4. Section 3.2(aa) of said Agreement is amended by increasing the not-to-exceed amount for PSDC Services, as described in Exhibit “NN”, by \$8,336.61, as detailed in Exhibit “OO”, to a new limit of \$36,401.01, and as amended shall read as follows:

“(aa) For PSDC Services-Segment 3, as described in Exhibits ‘DD’, ‘FF’, ‘LL’, and ‘NN’, an amount not-to-exceed Thirty-Six Thousand Four Hundred One and 01/100 Dollars (\$36,401.01), as detailed in Exhibits ‘EE’, ‘GG’, ‘MM’, and ‘OO’.”

5. Section 3.2(cc) of said Agreement is amended by increasing the not-to-exceed amount for Construction Administration Services, as described in Exhibit “NN”, by \$31,079.92, as detailed in Exhibit “OO”, to a new limit of \$402,141.70, and as amended shall read as follows:

“(cc) For Construction Administration Services, as described in Exhibits ‘FF’, ‘HH’, ‘JJ’, ‘LL’, and ‘NN’, an amount not to exceed Four Hundred Two Thousand One Hundred Forty-One and 70/100 Dollars (\$402,141.70), as detailed in Exhibits ‘GG’, ‘II’, ‘KK’, ‘MM’, ‘OO’.”

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

ATTEST:

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



CITY OF JACKSONVILLE

By: Lenny Curry
Lenny Curry, Mayor

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

WITNESS:

By: Vickie R. Taylor
Signature
Vickie R. Taylor
Type/Print Name
Executive Assistant
Title

R-A-M PROFESSIONAL GROUP, INC.

By: Wayne C. Reed
Signature
Wayne C. 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.

[Signature]

Director of Finance
City Contract # 7265-03, 22nd Amendment

Form Approved:

James R. McCain
Office of General Counsel

Exhibit "NN"

Project Scope

1. Background

Under Amendment 21 to contract 7265-3, dated September 19, 2014 and then revised on January 21, 2015, The R-A-M Professional Group, Inc. (RAM) was to provide revised Segment 3 construction documents to include a lighted pedestrian crosswalk just to the south of the Nassau Sound Bridge as directed by Florida Department of Transportation (FDOT) Traffic Operations. During completion of the Amendment 21 tasks and following a meeting with the Florida Department of Environmental Protection (FDEP), the FDOT directed changes to the Amendment 21 scope of work for this project, most notably the relocation of bollards on the eastern access drive to suit the FDEP's needs.

2. Scope Task

Under this Amendment 22 scope of work, RAM is to coordinate with FDOT and City in the provision of revising the crosswalk construction plans and associated construction administration services to allow for the requested changes to the Amendment 21 crosswalk design. This scope of work includes: relocating the removable bollards on the eastern access drive (and addition of locking pins) per the request of FDEP. It is anticipated the plan changes and approval (informal only) will take approximately 5 days.

RAM is also to provide additional as-needed construction administration/inspection services through a not-to-exceed budget, which is intended to cover the remaining construction of the original Segment 3 contract, the construction of the Amendment 21 crosswalk including the associated changes above and the project punch-list process. The Contractor has set a tentative completion date of August 31, 2015, therefore this modification extends the contract and associated RAM services for a total of 140 additional days.

Additional budget has been added to provide a contingency for the provision of any necessary requested post design, construction administration, and/or inspection services on a reimbursable basis.

Exhibit "00"
CONTRACT FEE SUMMARY FORMAT FOR ENGINEERING DIVISION
CITY OF JACKSONVILLE, FLORIDA

PART I - GENERAL				
1. Project Timucuan Trail Segment 3 - Bid Set FDOT Trail Revision No. 2			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 6/3/2015 Amend. 22	
PART II - LABOR RELATED COSTS				
5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal	\$ 52.00	8	\$ 416.00	
Project Manager	\$ 51.00	0	\$ 0.00	
Design Engineer or Architect	\$ 37.81	0	\$ 0.00	
Designer or Technician	\$ 27.70	24	\$ 664.80	
Drafter	\$ 21.00	0	\$ 0.00	
Field Inspector	\$ 25.00	0	\$ 0.00	
Clerical	\$ 17.00	0	\$ 0.00	
TOTAL DIRECT LABOR			32	\$ 1,080.80
6. Overhead (Combined Fringe Benefit & Administrative)				
Overhead Rate			160 % x Total Direct Labor	\$ 1,729.28
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				\$ 2,810.08
8. PROFIT: Labor Related Costs (Item 7			x	10.00%
				\$ 281.01
PART III - OTHER COSTS				
9. Miscellaneous Direct Costs				
Transportation			\$ 0.00	Inc. in OH
Original Reproducibles			\$ 0.00	
Reproduction			\$ 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)				\$ 3,091.09
11. REIMBURSABLE COSTS (Limiting Amount)				
Structural Eng. Allowance			\$ 0.00	
Optional Survey Allowance			\$ 0.00	
Optional Environmental Allowance			\$ 0.00	
Optional Tree Mitigation Services Allowance			\$ 0.00	
Optional Geotechnical Services Allowance			\$ 0.00	
PSDC (Up to an additional 50 hrs)			\$ 8,336.61	
Construction Administration (Up to an additional 300 hrs)			\$ 31,079.92	
Reproduction			\$ 0.00	
Shipping			\$ 0.00	
SUBTOTAL REIMBURSABLES				\$39,416.53
PART IV - SUMMARY				
TOTAL AMOUNT OF AMENDMENT #22 (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10 and 11)				\$42,507.62
12. PRIOR CONTRACT AMOUNT (Through Amendment 21)				\$ 3,149,031.00
AMENDED AMOUNT OF CONTRACT (Through Amendment 22)				\$3,191,538.62



CERTIFICATE OF LIABILITY INSURANCE

RAMPR-1

OP ID: SG

DATE (MM/DD/YYYY)

04/14/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Shea Barclay (Tampa) Mike Shea 100 No. Tampa St., Ste 3530 Tampa, FL 33602 Sandy Garrick	Phone: 813-251-2580 Fax: 813-251-2585	CONTACT NAME: Sandy Garrick PHONE (A/C, No, Ext): 407-321-0991 E-MAIL ADDRESS: sgarrick@sheabarclay.com FAX (A/C, No): 407-321-0992													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Hanover Professionals</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hanover Professionals		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER F:															
INSURED R-A-M Professional Group, Inc. Tyler Reed/Vickie Taylor 8298 Bayberry Road Suite 1 Jacksonville, FL 32256															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A						
A	Prof Liability			LHJ A603360 00	04/16/2015	04/16/2016	Per Occur 1,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Jacksonville
 214 North Hogan Street
 Jacksonville, FL 32202

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
 Sandy Garrick

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PROCUREMENT DIVISION



August 27, 2015

The Honorable Lenny Curry, Mayor
City of Jacksonville
4th Floor, St. James Building
Jacksonville, FL 32202

Dear Mayor Curry:

Ref: P-25-01 PP#3 Engineering Services for Timucuan Preserve Bicycle Touring Route (Amendment No 22)
Department of Public Works

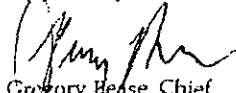
The Professional Services Evaluation Committee met today in Board Room 851, on the eighth floor of the Ed Ball Building, for the purpose of amending the above-referenced contract.

The following motion and/or recommendation was adopted:

That Contract No. 7265-03 originally executed July 7, 2001, with The Ram Professional Group, Inc., for Architectural/Engineering Services for the Timucuan National Preserve Bicycle Touring Route be amended to: (i) incorporate the attached Scope of Services identified as Exhibit "NN"; (ii) incorporate the attached Contract Fee Summary identified as Exhibit "OO"; (iii) Increase the lump-sum amount for Design Services by \$3,091.09 to a new limit of \$2,053,790.99; (iv) Increase the not-to-exceed limits for: PSDC Services by \$8,336.61 to a new limit of \$36,401.01; Construction Administration Services by \$31,079.92; to a new limit of \$402,141.70; thereby increasing the maximum indebtedness by \$42,507.62 to a new maximum of \$3,191,538.62. All other terms and conditions, as previously amended, shall remain the same. Nothing contained herein shall be amended, modified, or otherwise revised without prior approval from the PSEC and the Mayor.

If the foregoing meets your approval, please affix your signature and return to my office.

Respectfully submitted,


Gregory Heese, Chief
Procurement Division
Chairman, Professional Services
Evaluation Committee

APPROVED:


Lenny Curry, Mayor

This  day of , 2015

GP-

cc: Council Auditor,
James McCan GGC
Photo Station, GAD
Subcommittee Members

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

INTRA-GOVERNMENTAL SERVICES DEPARTMENT

214 N. Hogan Street, Suite 800 | Jacksonville, FL 32202 | Phone: 904.255.8300 | Fax: 904.255.8437 | www.coj.net