

7680-6
Amd 5

**AMENDMENT NUMBER FIVE TO AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE
AND
EDWARDS ENGINEERING, INC.
FOR
ENGINEERING SERVICES FOR MIRUELO CIRCLE DRAINAGE IMPROVEMENTS**

THIS AMENDMENT NUMBER FIVE to Agreement is made and entered into in duplicate this 14 day of Aug, 2014, by and between the CITY OF JACKSONVILLE (hereinafter the "CITY"), a municipal corporation in Duval County, Florida, and EDWARDS ENGINEERING, INC. (hereinafter the "CONSULTANT"), a Florida corporation with offices at 1885 Corporate Square Boulevard, Jacksonville, Florida 32216, for engineering services for the Miruelo Circle Drainage Improvements (hereinafter the "Project").

RECITALS:

WHEREAS, on August 3, 2009, the parties made and entered into City of Jacksonville Contract # 7680-6 (hereinafter the "Agreement") for the Project; and

WHEREAS, said Agreement has been amended four (4) times previously; and

WHEREAS, said Agreement should be further amended, in part, by adding and incorporating **Exhibit "I"**, attached hereto and by this reference made a part hereof, so as to revise the Scope of Services; by adding and incorporating **Exhibit "J"**, attached hereto and by this reference made a part hereof, as a revised Contract Fee Summary; by increasing the not-to-exceed limit for Post Design Services, as described in **Exhibit "I"**, by \$10,000.00, as detailed in **Exhibit "J"**, to a new total amount of \$44,352.40; by making a conforming amendment; and, by increasing the maximum indebtedness by an amount not-to-exceed \$10,000.000 to a new total maximum indebtedness of \$396,000.19, 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 hereinafter 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 1.01 entitled “STATEMENT OF CONSULTANT SERVICES” in said Agreement is amended in part to revise the Scope of Services by adding 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’, and ‘I’** and, by this reference, made a part hereof (hereinafter referred to as the ‘Services’). 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 Contractor 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.”

3. Section 3.02.11 in said Agreement is amended in part by increasing the not-to-exceed limit for Post Design Services by \$10,000.00, as described in **Exhibit “I”**, to a new maximum amount of \$44,352.40, as detailed in **Exhibit “J”**, and as amended shall read as follows:

“3.02.11. For Post Design Services, as described in **Exhibits ‘E’ and ‘I’**, an amount not-to-exceed FORTY-FOUR THOUSAND THREE HUNDRED FIFTY-TWO AND 40/100 DOLLARS (\$34,352.40), as detailed in **Exhibits ‘F’ and ‘J’**.”

4. Section 3.03 in said Agreement is amended in part by providing conforming language to reference new **Exhibit “J”** 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’, 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’, 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.

5. Section 3.06 in said Agreement is amended in part by increasing the CITY’s maximum indebtedness by an amount not-to-exceed \$10,000.00 to a new total maximum indebtedness of \$396,000.19 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 THREE HUNDRED NINETY-SIX THOUSAND AND 19/100 DOLLARS (\$396,000.19).”

6. Attach **Exhibits “I” and “J”**.

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

[Remainder of page left blank intentionally. Signature page follows immediately.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment Number 5

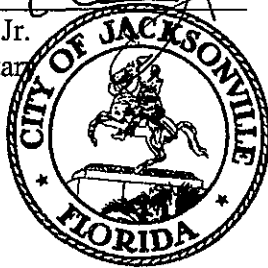
the day and year first above written.

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:
Executive Order No. 2013-04
EDWARDS ENGINEERING, INC.



ATTEST:

By Marsha E. Calcote
Signature
Marsha E. Calcote
Type/Print Name
Bookkeeper
Title

By Gray S. Edwards
Signature
GRAY S EDWARDS
Type/Print Name
As 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 Beaton
Director of Finance
City Contract # ~~7680-6~~ 7680-06
Amendment #5

Form Approved:

James R. McCain, Jr.
Office of General Counsel

EXHIBIT "I"
SCOPE OF SERVICES

EXHIBIT I

AMENDMENT #5
SCOPE OF SERVICES
MIRUELO CIRCLE DRAINAGE IMPROVEMENTS
THE CITY OF JACKSONVILLE

June 3, 2014

D. Post Design Services

At the option of the City of Jacksonville (CITY), the CONSULTANT may be requested to provide post design services. These services may include construction assistance; review of shop drawings; or other post design services as required. These services are intended to address changed conditions that occur following acceptance of the construction of the original design as substantially complete. The CONSULTANT shall provide to the CITY additional services as required to satisfactorily complete construction. These services are intended to deal with changed conditions or services not covered in the original plan set, and are not intended to cover or apply to CONSULTANT errors and/or omissions.

1. The CONSULTANT will be responsible for the review of construction shop drawings. Following receipt of authorization from the CITY, the CONSULTANT shall review the shop drawings. The CONSULTANT shall, upon completion of his review, submit the final shop drawings to the CITY for review, together with his recommendations regarding final acceptance.
2. The CONSULTANT shall provide to the CITY qualified representation during the construction phase to deal with issues concerning the intent and interpretation of the construction contract plans and documents prepared in the work. Should changed conditions be encountered in the field and when requested by the CITY, the CONSULTANT shall respond in a timely manner with suitable engineering solutions that take into account the changed conditions.
3. On site appearance of CONSULTANT shall be made during construction at the written request of the CITY or its designated representative. From time to time during construction the CONSULTANT may be requested by the CITY or its designated representative to review contractor proposed field changes or to respond with a recommended solution to remedy particular field situations not covered by the plans and specifications.
4. Fees for the services listed in this paragraph shall be compensated on an hourly basis, up to the limiting amount provided in the fee proposal approved with this scope. These fees may be assessed following the issuance of the notice to proceed to the contractor selected for the construction of the plans provided by the CONSULTANT as a part of this scope of services.

E. Notice to Proceed

No works on this project shall be performed until a contract has been fully executed and a written Notice to Proceed is issued by the City which specifically authorizes such work.

EXHIBIT "J"
CONTRACT FEE SUMMARY

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

PART I - GENERAL				
1. Project Miruelo Circle Drainage Improvements		2. Proposal No./Contract No. P-03-09 / 7680-6		
3. Name of Consultant Edwards Engineering, Inc.		4. Date of Proposal 6/3/2014		
PART II - LABOR RELATED COSTS				
5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal	\$ 60.00	0	\$ 0.00	
Project Manager	\$ 49.09	0	\$ 0.00	
Design Engineer or Architect	\$ 40.00	0	\$ 0.00	
Designer or Technician	\$ 30.91	0	\$ 0.00	
Drafter	\$ 29.09	0	\$ 0.00	
Field Inspector	\$ 23.64	0	\$ 0.00	
Clerical	\$ 21.82	0	\$ 0.00	
TOTAL DIRECT LABOR	\$0.00	0		\$ -
6. Overhead (Combined Fringe Benefit & Administrative)				
Overhead Rate	150 % x Total Direct Labor			\$ -
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				\$ -
8. PROFIT: Labor Related Costs (Item 7) x 10%				\$ -
PART III - OTHER COSTS				
9. Miscellaneous Direct Costs				
Transportation & Deliveries			\$ 0.00	
Original Reproducibles			\$ 0.00	
Reproduction	310 Shts @ \$0.20 /Sht		\$ 62.00	
Shipping			\$ 0.00	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL				\$ 62.00
10. SUBCONTRACTS (Lump Sum)				
Survey (Degrove Surveying)			\$ 0.00	
SUB-CONTRACT SUB-TOTAL				0.00
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)				\$ 62.00
11. REIMBURSABLE COSTS (Limiting Amount)				
Post Design Services (Edwards Engineering)			\$ 9,938.00	
			\$ 0.00	
			\$ 0.00	
			\$ 0.00	
			\$ 0.00	
			\$ 0.00	
			\$ 0.00	
SUB-TOTAL REIMBURSABLES				9,938.00
PART IV - SUMMARY				
TOTAL AMOUNT OF AMENDMENT #5 (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10 and 11)				\$ 10,000.00
12. PRIOR CONT. AMOUNT (Orig Cont.+Amdt #1+Amdt #2+Amdt #3+Amdt #4)				\$ 386,000.19
TOTAL AMENDED AMOUNT OF CONTRACT				\$ 396,000.19