

7420-09
Amd 5

AMENDMENT NUMBER FIVE TO AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE
AND
EISMAN & RUSSO, INC.
FOR

COUNTYWIDE PROGRAM MANAGEMENT FOR RESURFACING AND NEW SIDEWALK CONSTRUCTION

THIS AMENDMENT NUMBER FIVE TO AGREEMENT is made and entered into in duplicate this 7 day of March, 2014, by and between the CITY OF JACKSONVILLE (hereinafter the "CITY"), a municipal corporation in Duval County, Florida, and EISMAN & RUSSO, INC. (hereinafter the "CONSULTANT"), a Florida corporation with principal office located at 6455 Powers Avenue, Jacksonville, Florida 32217, for Engineering Services for Countywide Program Management for Resurfacing and New Sidewalk Construction (hereinafter the "Project").

RECITALS:

WHEREAS, on May 12, 2009, the parties made and entered into City of Jacksonville Contract # 7420-09 (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 by revising the Contract Fee Summary by adding and incorporating Exhibit "G", attached hereto and by this reference made a part hereof, by making another conforming amendment with respect to Exhibit "G", and by increasing the CITY's maximum indebtedness by \$1,165,951.62 to a new cumulative total maximum not-to-exceed \$9,399,054.46, with all other provisions, terms, and conditions of said Agreement remaining unchanged; now therefore

IN CONSIDERATION of the 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 by this reference are incorporated herein and made a part hereof.

2. Section 3.01.01 in said Agreement is amended in part by adding and incorporating an additional Contract Fee Summary, identified as **Exhibit "G"** and as amended shall read as follows:

"3.01.01. For Services as specified in Section 1 of this Agreement and as described in **Exhibit 'A'**, CONSULTANT will be paid the fees, as detailed in **Exhibits 'B', 'C', 'D', 'E', 'F', and 'G'**, the Contract Fee Summary, attached hereto and, by this reference, made a part hereof and incorporated herein. Payment of all fees is contingent upon CONSULTANT's final completion of the entire Project as specified in this Agreement and in the exhibits attached hereto which constitute the Services. Such final completion of the Project must be acceptable to and accepted by the CITY. Such acceptability and acceptance to the CITY may not be unreasonably denied. In the event the CONSULTANT does not complete the entire Project, then the CONSULTANT will be paid only for the part of the Project actually completed and which is acceptable to and accepted by the CITY."

3. Section 3.04 in said Agreement is amended in part by adding a conforming revision with respect to **Exhibit "G"** and as amended shall read as follows:

"3.04 The CONSULTANT shall submit written invoices not more often than monthly in such form and containing such documentation as reasonably required by the CITY's Project Manager in order to establish charges and to enable compensation therefor by the CITY as soon as practicable upon receipt, review, and approval of each such invoice. Each such invoice shall include the amount of payment requested, the amount previously paid, the total contract value, the percent completed since the last invoice, the total percent completed to date, and any other such information as may be reasonable and necessary to secure the written approval of the invoice by the CITY's Project Manager. 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', 'C', 'D', 'E', 'F', and 'G'** 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. Each invoice shall contain a statement that it is made subject to the provisions and penalty of Section 837.06, Florida Statutes."

4. Section 3.06 in said Agreement is amended in part by increasing the CITY's maximum indebtedness by an amount not-to-exceed \$1,165,951.62 for the period from May 1, 2013, through April 30, 2015, to a new cumulative maximum not-to-exceed \$9,399,054.46 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 NINE MILLION THREE HUNDRED NINETY-NINE THOUSAND FIFTY-FOUR AND 46/100 DOLLARS (\$9,399,054.46).”

5. Attach Exhibit “G”.

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

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

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 Karen Bowling
Alvin Brown, Mayor

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

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 Bell
Director of Finance
City Contract # 7420-09
Amendment #5: Adding Funding Increase.
B

Form Approved:

James R. McCain, Jr.
Office of General Counsel

ATTEST:

EISMAN & RUSSO, INC.

By Michael Greene
Signature
MICHAEL GREENE
Type/Print Name
CFO/VP
Title

By Antonio Maffei
Signature
ANTONIO MAFFEI
Type / Print Name
PRESIDENT
Title

"EXHIBIT G"

CONTRACT FEE SUMMARY FOR ENGINEERING DIVISION CITY OF JACKSONVILLE, FLORIDA				
PART I - GENERAL				
1. Project Program Manager for Resurfacing & Sidewalk Construction		3. Contract Number REF # P-07-09		
2. Name of Consultant Eisman & Russo, Inc.		4. Proposal Date 12/05/08		
PART II - LABOR RELATED COSTS				
5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	Contract Amount
Program Manager	\$49.68	1,180.0	\$58,622.40	
Engineer - Registered	\$42.00	50.0	\$2,100.00	
Engineer - Non-Registered	\$25.00	210.0	\$5,250.00	
Document Control Manager	\$29.00	2,200.0	\$63,800.00	
Utility Coordinator/ Public Aw	\$33.70		\$0.00	
CADD Operator	\$20.00	1,850.0	\$37,000.00	
Supervisor	\$31.50		\$0.00	
Senior Inspector	\$25.00	2,200.0	\$55,000.00	
Inspector	\$21.00	5,200.0	\$109,200.00	
Asphalt Plant Inspector	\$20.50	0.0	\$0.00	
Clerical	\$14.00	0.0	\$0.00	
TOTAL DIRECT LABOR		12,890 Hours		\$330,972.40
6. Overhead (Combined Fringe Benefit & Administrative)				
Overhead Rate		150 % x Total Direct Labor		\$496,458.60
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				\$827,431.00
8. PROFIT: Labor Related Costs (Item 7) x 10%				\$82,743.10
PART III - OTHER COSTS				
9. Miscellaneous Direct Costs				
Transportation	\$		51,000.00	
Phone/Communication	\$		5,100.00	
Computer Equipment	\$		0.00	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL				\$56,100.00
10. SUBCONTRACTS (Limiting Amount)				
Inspection/GIS (CSI-Geo) JSEB	\$			
Inspection (RDBG) JSEB	\$		135,107.50	
Utility Coordination (Salem)	\$		71,359.75	
King Engineering	\$		(6,789.73)	
SUB-CONTRACT SUB-TOTAL				\$199,677.52
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)				\$1,165,951.62
11. REIMBURSABLE COSTS (Limiting Amount)				
SUB-TOTAL REIMBURSABLES				\$0.00
PART IV - SUMMARY				
TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10 and 11)				\$1,165,951.62
PREVIOUS CONTRACT AMOUNT				\$8,233,102.84
REVISED CONTRACT AMOUNT THRU AMENDMENT #2				\$9,399,054.46