



CITY OF RICHMOND
PROCUREMENT SERVICES CONTRACT MODIFICATION

THIS CONTRACT MODIFICATION entered into this day, January 27, 2014, by and between the CITY OF RICHMOND, hereinafter referred to as the "City," and Johnson, Mirmiran & Thompson, Inc. hereafter referred to as the "Vendor."

WHEREAS, on September 30, 2011 the City and the Vendor entered into Contract No. 10093-1, and

WHEREAS, the parties deem it to be to their mutual benefits to modify the aforementioned contract;

NOW, THEREFORE,

WITNESSETH:

That for and in consideration of the mutual benefits to be derived by the City and the Vendor, Contract No. 10093-1, is hereby modified as follows:

- 1. The contract period is extended until October 26, 2015 to align the contract with the anticipated end of construction activities.
2. The Vendor shall provide services for the completion of an additional forty-six (46) test holes and additional efforts for the identification of conflicts and incorporation of test hole data into the project plans in accordance with the attached "Work Order 1" document for the additional fee of Sixty-Six Thousand, Five Hundred, Eighty-Seven Dollars (\$66,587.00).
3. The Vendor shall be reimbursed for the CSXT Engineering Agreement required for design of the railroad crossing within the project in accordance with the attached "Work Order 1" document for the additional fee of Thirty Thousand, Nine Hundred US Dollars (\$30,900.00).
4. Item No. 2 "Contract Amount" of the Contract shall be revised to read as follows: The maximum authorized contract amount for this Contract is One Million, Thirty-Four Thousand Seven Hundred, Thirty-Nine U. S. dollars (\$1,034,739.00). The aggregate of all payments by the City under this Contract shall not exceed this amount. All payments shall be as provided in the Contract Documents.

In further consideration of the premises, the City and the Vendor covenant and agree each with the other that Contract No. 10093-1, between the parties, except as modified herein, shall be and remain in full force and effect.

APPROVED:

Signature of Tillie Jackson
Tillie Jackson
Interim Director of Procurement Services

Signature of Robert Gallagher
Johnson, Mirmiran & Thompson, Inc.

Date 2/20/2014

Date 1/28/14

Signature of Byron C. Marshall
Byron C. Marshall
Chief Administrative Officer

Date 2-20-14

**Johnson, Mirmiran & Thompson**  
**Total Direct Labor and Direct Expenses for Road and Bridge Design**  
**Work Order 1**  
**City of Richmond**  
**Commerce Road**

			Billing Rate*		
Project Manager	15	x	\$151.43	=	\$2,271
Senior Engineer	46	x	\$117.81	=	\$5,419
Land Surveyor	0	x	\$118.66	=	\$0
Streetscape Arch.	0	x	\$159.62	=	\$0
Streetscape Engr.	0	x	\$108.77	=	\$0
Engineer	82	x	\$94.42	=	\$7,742
Technician	46	x	\$71.56	=	\$3,292
Survey Tech. / Party Chief	0	x	\$62.86	=	\$0
I-Man / Rod Man	0	x	\$50.85	=	\$0
Administrative	0	x	\$56.50	=	\$0
Total	189				<u>\$0</u>

JMT - Direct Labor \$18,725  
 Minus Overhead Contingency 811  
**JMT - TOTAL DIRECT LABOR \$17,914**

**EXPENSES**

Aerial flight and imagery					\$0
Plat Fee (10 plats @ \$2000 / plat)					\$0
Reproductions					
Full Size	20 @ 0.70/ Sheet			=	\$14
Half Size	20 @ 0.35/ Sheet			=	\$7
Xeroxes	20 @ 0.10/ Sheet			=	\$2
Mylars	20 @ \$6.00/ Sheet			=	\$120
Additional Utility Test Holes (46 @ \$935 each)					\$43,010
Off Duty Police Offices (46 test holes @ 2hr x 2 @ \$30 ea.)				=	\$5,520
				=	\$0
				=	\$0
CSXT Engineering Agreement				=	\$30,900
				=	\$0
<b>TOTAL DIRECT EXPENSES</b>				=	<u>\$79,573</u>

**SUBCONSULTANT FEES \$0**

**TOTAL SUBCONSULTANT FEES \$0**

**TOTAL DIRECT LABOR plus DIRECT EXPENSES \$97,487**

\*Billing Rate based on labor rates increased by approved payroll burden, overhead and net fee rates

\$97,487  
 - 30,900 CSX Design  
 \$ 66,587 Test Holes  
 + ADDITIONAL  
 JMT EFFORTS.

**Johnson, Mirmiran & Thompson**  
**Fee Computation Plus Direct Expenses for Road and Bridge Design**  
**City of Richmond**  
**Work Order 1**  
**Commerce Road**

COST PLUS NET FEE CONTRACT Computation of Fee	Rate	Rev. 1/14/2014
A. Direct Labor, Estimated Est. Man-hrs X Current Hourly Rates		\$ 6,628
B. Escalation (Not Allowed per City) Approved Escalation Rate X A	0.0%	\$ -
C. Total Direct Labor (A + B)		\$ 6,628
D. Overhead (Payroll Burden + Overhead, G&A) Audited Overhead Rate (R) X C (156% limiting rate per City)	144.6%	\$ 9,584
E. Total Direct Labor Plus Overhead (C + D)		\$ 16,212
F. Direct Labor Plus Overhead Contingency Contingency Rate X E	5%	\$ 811
G. Negotiated Net Fee Based on (E + F) (Overhead Limit of 156% when applicable)		\$ 1,702
H. Cost of Facilities Capital (Not Allowed per City) Audited Rate X C	0.00%	\$ -
I. Nonsalary Direct Cost, Estimated		\$ 79,573
J. Nonsalary Contingency Contingency Rate X (H + I)		\$ 3,979
K. Sub-consultant Cost, Estimated		\$ -
L. Maximum Total Compensation Payable (E + F + G + H + I + J + K)		\$ 102,277
M. Amount Not To Exceed Without Written CITY Approval (L-F-J)		\$ 97,487

**Distribution of Manhours and Total Dollars for Road and Bridge Design**

**Commerce Road - City of Richmond**

TASK	SUB-ACTIVITY	PROJ. MANAGER		SENIOR ENGINEER and LAND SURVEYOR		STREETSCAPE ARCHITECT		STREETSCAPE ENGR.		ENGINEER		TECHNICIAN and SUB. TECH / PARTY CHIEF		ADMINISTRATIVE and I-MAN / ROD MAN		TOTAL	
		HOURS	DOLLARS	HOURS	DOLLARS	HOURS	DOLLARS	HOURS	DOLLARS	HOURS	DOLLARS	HOURS	DOLLARS	HOURS	DOLLARS	HOURS	DOLLARS
UTILITY FIELD INSPECTION	430	12	\$643.20	28	\$1,167.60			56	\$1,871.52	21	\$709.24					124	\$4,391.56
COMPLETE ROADWAY PLANS	650	3	\$160.80	11	\$750.00			26	\$868.92	18	\$455.94					61	\$2,236.26
	Per Cent	8%		24%		1%		43%		24%				0%			
<b>TOTALS</b>		<b>15</b>	<b>\$804.00</b>	<b>46</b>	<b>\$1,918.20</b>	<b>0</b>	<b>\$0.00</b>	<b>82</b>	<b>\$2,740.44</b>	<b>46</b>	<b>\$1,165.18</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>189</b>	<b>\$6,627.82</b>

Project Manager \$53.60  
 Senior Engineer \$41.70  
 Land Surveyor \$42.00  
 Engineer \$33.42  
 Technician \$25.33  
 Survey Technician/Party Chief \$22.25  
 Administrative \$20.00  
 Instrument Man / Rod Man \$18.00

Streetscape Architect \$56.50  
 Streetscape Engineer \$38.50

**Consultant**  
**Distribution of Manhours**

Element 430 Sheet 1 of

Commerce Road - City of Richmond

Element of Work	Project Manager		Senior Engineer		Engineer		Technician		Total	
	Hours	%	Hours	%	Hours	%	Hours	%	Hours	%
Utility F.I. Plans	2		4		8		4		18	
Update Utility Easements										
Provide plans and coordinate gas line relocations	2		8		8		8		26	
Utility Test Hole Location, Coordination and Review	8		16		40		16		80	
<b>Total Hours</b>	<b>12</b>		<b>28</b>		<b>56</b>		<b>28</b>		<b>124</b>	
<b>Total %</b>	<b>10%</b>		<b>23%</b>		<b>45%</b>		<b>23%</b>		<b>100%</b>	

\*City provides standard detail sheets for relocations

- (1) To address additional utilities and utility updates since previous surveys provided by City
- (2) Coordinate Test Locations, Surveys and Plan Design with Gas Line Relocation Designer
- (3) Coordinate test locations for increased number of identified test holes and including test holes for new utilities, utility relocations and to address discrepancies in test holes and utility locations provided in previous plans
- (4) Additional Test Holes required due to changes in design including adding curb & gutter and enclosed drainage system along east side of Commerce Road along entire project

**Consultant  
Distribution of Manhours**

Element 650 Sheet 2 of 2

Commerce Road - City of Richmond

Element of Work	Project Manager Hours	Senior Engineer Hours	Engineer Hours	Technician Hours	Total Hours
<b>650</b> <b>Assembly and Checking Of Construction Plans</b>					
Assemble, Check and Incorporate Utility Plans	2	16	24	16	58
<b>Estimates</b>					
Update Computer Estimates	1	2	2	2	7
<b>Sub-Total</b>	<b>3</b>	<b>18</b>	<b>26</b>	<b>18</b>	<b>65</b>
<b>Total Hours</b>	<b>3</b>	<b>18</b>	<b>26</b>	<b>18</b>	<b>65</b>
<b>Total %</b>	<b>5%</b>	<b>28%</b>	<b>40%</b>	<b>28%</b>	<b>100%</b>

(1) For additional utilities and utility relocations not anticipated with original fee negotiations



AECOM  
1700 Market Street  
Suite 1000  
Philadelphia, PA 19103  
www.aecom.com

215 736 0832 tel  
215 736 0833 fax

October 23, 2013

Mr. Mark White  
Senior Associate  
Johnson, Mirmiran & Thompson, Inc.  
9201 Arboretum Parkway  
Suite 310  
Richmond, Virginia 23236

**SUBJECT:** Richmond, Virginia – Proposed improvements to and widening of the Commerce Road at-grade crossing with CSXT; Milepost S-2.99, Florence Division, Bellwood Subdivision; OP# VA0411; VDOT Project U000 127-139, PE-101, RW 201, C-501  
*Preliminary Engineering Agreement Transmittal*

Dear Mr. White:

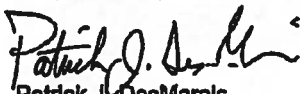
AECOM, under contract to CSX Transportation (CSXT), is working as the point of contact consultant for the subject project. The enclosed Preliminary Engineering Agreement has been prepared in response to the Johnson, Mirmiran & Thompson, Inc. (JMT) correspondence dated October 3, 2013 authorizing CSXT to incur preliminary engineering costs for the subject project.

In order for a review of the project documents to be initiated and CSXT reimbursed for its costs, CSXT requires a Preliminary Engineering Agreement to be fully executed between JMT and CSXT prior to the review of the project documents. Two (2) copies of the agreement are enclosed. Please arrange for each to be signed by JMT and return both originals along with the necessary advance deposit to this AECOM office for further handling with CSXT. The advance payment of \$30,000 should be made payable to "CSX Transportation" and sent directly to this AECOM office. Please be advised that the advance payment is not a fee, but an advance deposit held in an account against which CSXT costs are assessed. If the actual costs are less than the deposit, a refund will be returned, and if the actual costs are more than the deposit, a further deposit will be requested. Please also furnish a copy of a completed W-9 Form by JMT for CSXT records.

Once the signed agreements and advance deposit have been received at this office, AECOM will forward the agreements to CSXT for execution after which one (1) fully executed original will be returned to JMT for its records. Following a review of project plans and the potential impacts to CSXT's right-of-way and/or operations, correspondence will be sent to the Town highlighting any issues that will need to be addressed.

Please do not hesitate to contact me at (215) 789-2158 with any questions or concerns regarding the above.

Very Sincerely,

  
Patrick J. DesMarais  
Project Manager



PROVIDING ENGINEERING SERVICES FOR





Project: Richmond, Virginia - Proposed improvements to and widening of the Commerce Road at-grade crossing with CSXT, DOT # 623 545 B; Milepost S-2.99, Florence Division, Bellwood Subdivision; VDOT Project U000-127-139, PE-101, RW-201, C-501; CSXT OP# VA0411

## **PRELIMINARY ENGINEERING AGREEMENT**

This Preliminary Engineering Agreement (this "Agreement") is made as of \_\_\_\_\_, 20\_\_, by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida ("CSXT"), and JOHNSON, MIRMIRAN & THOMPSON, INC., a body corporate of the State of Maryland ("Company").

### **EXPLANATORY STATEMENT**

1. Company wishes to facilitate the development of the proposed improvements to and widening of the Commerce Road at-grade crossing with CSXT, DOT# 623 545 B, at CSXT Milepost S-2.99 on the Bellwood Subdivision of the Florence Division in Richmond, Virginia (the "Project").
2. Company has requested that CSXT proceed with certain necessary engineering and/or design services for the Project to facilitate the parties' consideration of the Project.
3. Subject to the approval of CSXT, which approval may be withheld for any reason directly or indirectly related to safety or CSXT operations, property, or facilities, the Project is to be constructed, if at all, at no cost to CSXT, under a separate construction agreement to be executed by the parties at a future date.

NOW, THEREFORE, for and in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

#### **1. Scope of Work**

- 1.1. **Generally.** The work to be done by CSXT under this Agreement shall consist of: (i) the preparation or review and approval of preliminary and final engineering and design plans, specifications, drawings, agreements and other documents pertaining to the Project, (ii) the preparation of cost estimates for CSXT's work in connection with the Project, and (iii) the review of construction cost estimates, site surveys, assessments, studies, agreements and related construction documents submitted to CSXT by Company for the Project (collectively, the "Engineering Work"). Engineering Work may also include office reviews, field reviews, attending hearings and meetings, and preparing correspondence, reports, and other documentation in connection with the Project. Nothing contained in this Agreement shall oblige CSXT to perform work which, in CSXT's opinion, is not relevant to CSXT's participation in the Project.
  - 1.2. **Effect of CSXT Approval or Preparation of Documents.** By its review, approval or preparation of plans, specifications, drawings or other documents pursuant to this Agreement (collectively, the "Plans"), CSXT signifies only that the Plans and the Project proposed to be constructed in accordance with the Plans satisfy CSXT's requirements. CSXT expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of Company or any other persons of such Plans or the Project constructed in accordance with the Plans.
2. **Project Construction.** Nothing contained in this Agreement shall be deemed to constitute CSXT's approval of or consent to the construction of the Project, which approval or consent may be withheld for any reason directly or indirectly related to safety or CSXT operations, property, or facilities. The



Project: Richmond Virginia Proposed improvements to and widening of the Commerce Road at-grade crossing with CSXT, DO1 # 623 545 B; Milepost S 2.99, Florence Division, Bellwood Subdivision; VDOT Project U000-127 119, PI: 101, RW-201, C 501; CSXT OP# VA0411

Project if constructed is to be constructed, if at all, under a separate construction agreement to be executed by the parties at a future date.

3. Reimbursement of CSXT Expenses.

3.1. Reimbursable Expenses. Company shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Engineering Work, including, without limitation: (i) all out of pocket expenses, (ii) travel and lodging expenses, (iii) telephone, facsimile, and mailing expenses, (iv) costs for equipment, tools, materials and supplies, (v) sums paid to consultants and subcontractors, and (vi) labor, together with labor overhead percentages established by CSXT pursuant to applicable law (collectively, the "Reimbursable Expenses").

3.2. Estimate. CSXT has estimated the total Reimbursable Expenses for the Project to be approximately \$30,900 (the "Estimate" as amended or revised). In the event CSXT anticipates that actual Reimbursable Expenses may exceed such Estimate, it shall provide Company with the revised Estimate of total Reimbursable Expenses for Company's approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses as reflected in the revised Estimate. CSXT may elect, by delivery of notice to Company, to immediately cease all further Engineering Work, unless and until Company provides such approval and confirmation.

3.3. Payment Terms.

3.3.1. Advance Payment in Full. Upon execution and delivery of this Agreement by Company, Company will deposit with CSXT a sum equal to the Reimbursable Expenses, as shown by the Estimate. Company shall pay CSXT for Reimbursable Expenses in the amount set forth in CSXT Schedule PA attached hereto, a copy of which shall accompany the advance payment. If CSXT anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, CSXT will request an additional deposit equal to the then remaining Reimbursable Expenses which CSXT estimates that it will incur. CSXT shall request such additional deposit by delivery of invoices to Company. Company shall make such additional deposit within thirty (30) days following delivery of such invoice to Company.

3.3.2. Following completion of all Engineering Work, CSXT shall reconcile the total Reimbursable Expenses incurred by CSXT against the total payments received from Company and shall submit to Company a final invoice if required. Company shall pay to CSXT the amount by which actual Reimbursable Expenses exceed total payments, as shown by the final invoice, within thirty (30) days following delivery to Company of the final invoice. CSXT will provide a refund of any unused deposits if the deposit exceeds the incurred Reimbursable Expenses for the Project.

3.3.3. In the event that Company fails to pay CSXT any sums due CSXT under this Agreement: (i) Company shall pay CSXT interest at the lesser of 1.0% per month or the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full; and (ii) CSXT may elect, by delivery of notice to Company: (A) to immediately cease all further work on the Project, unless and until Company pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.

Project: Richmond, Virginia - Proposed improvements to and widening of the Commerce Road at-grade crossing with CSXT, DOT # 623 545 B; Milepost S-2.99, Florence Division, Bellwood Subdivision; VDOT Project U000-127-139, PI: 101, RW-201, C-501; CSXT OP# VA0411

- 3.4. Effect of Termination. Company's obligation to pay CSXT Reimbursable Expenses in accordance with this Section shall survive termination of this Agreement for any reason.
4. Appropriations. Company represents to CSXT that: (i) Company has obtained appropriations sufficient to reimburse CSXT for the Reimbursable Expenses encompassed by the initial Estimate; (ii) Company shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by Company; and (iii) Company shall promptly notify CSXT in the event that Company is unable to obtain such additional appropriations.
5. Termination.
- 5.1. By Company. Company may terminate this Agreement, for any reason, by delivery of notice to CSXT. Such termination shall become effective upon the expiration of fifteen (15) calendar days following delivery of notice to CSXT or such later date designated by the notice.
- 5.2. By CSXT. CSXT may terminate this Agreement (i) as provided pursuant to Section 3.3.3., or (ii) upon Company's breach of any of the terms of, or its obligations under, this Agreement and such breach continues without cure for a period of ninety (90) days after written notification from CSXT to Company of such breach.
- 5.3. Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical to immediately stop the Engineering Work. Accordingly, both parties agree that, in such instance a party may continue to perform Engineering Work until it has reached a point where it may reasonably and/or safely suspend the Engineering Work. Company shall reimburse CSXT pursuant to this Agreement for the Engineering Work performed, plus all costs reasonably incurred by CSXT to discontinue the Engineering Work and all other costs of CSXT incurred as a result of the Project up to the time of full suspension of the Engineering Work. Termination of this Agreement or Engineering Work on the Project, for any reason, shall not diminish or reduce Company's obligation to pay CSXT for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Engineering Work for any reason, CSXT's only remaining obligation to Company shall be to refund to Company payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 3.3.2.
6. Subcontracts. CSXT shall be permitted to engage outside consultants, counsel and subcontractors to perform all or any portion of the Engineering Work.
7. Notices. All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered (i) on the expiration of three (3) days following mailing by first class U.S. mail, (ii) on the next business day following mailing by a nationally recognized overnight carrier, or (iii) on the date of transmission, as evidenced by written confirmation of successful transmission, if by facsimile or other electronic transmission if sent on a business day (or if not sent on a business day, then on the next business day after the date sent), to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

Project: Richmond, Virginia - Proposed improvements to and widening of the Commerce Road at grade crossing with CSXT, DOT # 623 545 B; Milepost S 2.99, Florence Division, Bellwood Subdivision; VDOT Project U000-127-139, PI: 101, RW 201, C-501; CSXT OP# VA0411

If to CSXT: CSX Transportation, Inc.  
500 Water Street, J301  
Jacksonville, Florida 32202  
Attention: Director Project Management - Public Projects

If to Company: Johnson, Mirmiran & Thompson, Inc.  
9201 Arboretum Parkway  
Suite 310  
Richmond, Virginia 23236  
Attention: Mark White - Senior Associate

8. Entire Agreement. This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.
9. Waiver. If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.
10. Assignment. CSXT may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by CSXT and the assumption by CSXT's assignee of CSXT's obligations under this Agreement, CSXT shall have no further obligations under this Agreement. Company shall not assign its rights or obligations under this Agreement without CSXT's prior written consent, which consent may be withheld for any reason.
11. Applicable Law. This Agreement shall be governed by the laws of the Commonwealth of Virginia, exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Duval County, Florida, and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in Duval County, Florida.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

**JOHNSON, MIRMIRAN & THOMPSON, INC.**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CSX TRANSPORTATION, INC.**

By: \_\_\_\_\_  
Print Name: Dale W. Ophardt  
Title: Assistant Vice President - Engineering

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**CSXT Schedule PA**

(Advance Payment -- Preliminary Engineering Agreement)

**PAYMENT SUBMISSION FORM**

\*\*\*\*\*

Payment is hereby provided in accordance with the terms of Section 3.3 of the Agreement dated November 19, 2013 between Company and CSXT.

\*\*\*\*\*

A copy of this Payment Submission Form shall accompany all payments delivered by Company to CSXT which shall be forwarded to the following address:

CSX Transportation, Inc.  
P. O. Box 116651  
Atlanta, GA 30368-6651

.....

Payment due within ten (10) days of Company's receipt of fully executed agreement

\*\*\*\*\*

(All information below to be completed by Company providing Payment)

<u>Payment Date</u>	<u>Payment Amount</u>	<u>Check No.</u>
<u>10/29/13</u>	<u>\$30,900</u>	<u>112752</u>

\*\*\*\*\*

Date: 10/29/13

By: Kelly Day

Name: Kelly Day

Title: Contract Administrator

Phone: 410-816-2296

Email: Kday@jard.com