



ST. JOHNS COUNTY, FLORIDA AMENDMENT TO CONTRACT

PROJECT: Phase III 800MHz Trunked Radio System

AMENDMENT NUMBER: 5

DATE: August 7, 2012

TO CONSULTANT: RCC Consultants, Inc.
2927 Habersham Drive
Tallahassee, FL 32309-6882

CONTRACT DATE: March 5, 2007

CONTRACT FOR: Phase II 800MHz
Trunked Radio System

COST CODE: 0048-53120

The Contract dated March 5, 2007 is changed as follows:

The CONSULTANT will provide services for St. Johns County ("County") for communication antenna tower permit application technical review. The consulting services outlined in this contract amendment were precipitated by current communications antenna tower applications that the County needs reviewed. The services proposed herein reflect the CONSULTANT's understanding of the requirements for consulting services related to the County's requirements.

WORK PLAN

TASK 1: TECHNICAL REVIEW OF VENDOR SUBMITTED APPLICATION - Upon receipt by email or FTP download or alternate method mutually acceptable to the parties of the proposed application, a technical review of the height, collapse zone and collocation criteria (specifically to include search ring analysis of the service area proposed by provider) will be completed by the CONSULTANT. This review will be completed for each application referred to the CONSULTANT and revisions to pending applications as deemed necessary by the County. Written material may include summaries, graphics and other documents as needed to convey the technical review.

Initial comments and or evaluation of the material will be completed within 7 days of receipt to meet the 20 day requirement outlined in Section 6.08.12.Y of the St. Johns Land Development Code. Comments will be provided via email to the point of contact for the application with a copy to the County. Such comments and/or evaluation of the material will be included in the County's report to the applicant. Further comment and/or evaluation may be required in response to each submittal or revisions to the application.

Deliverable Task 1: Letter report stating the CONSULTANT's findings based upon its technical review of the Applicant's application for a communications antenna tower.

TASK 2: TECHNICAL TESTIMONY - Upon notice of complete application to the Applicant, the CONSULTANT will work with the County to schedule a public hearing date which they may be requested to attend. In such event, the CONSULTANT shall be prepared to provide testimony regarding the technical review performed.

The base price in this contract amendment provides for attendance of one public hearing. If additional hearings or onsite meetings are required they will be billed on a per occurrence basis.

Deliverable Task 2: The CONSULTANT's personnel will participate as required in a public hearing to provide technical testimony as to their findings. The CONSULTANT will participate in teleconferences with County personnel as required to facilitate the completion of the application review.

PROFESSIONAL FEES - Costs for the CONSULTANT's professional services reflect the scope of work outlined in the work plan offered in this contract amendment. The CONSULTANT requests a firm fixed fee of \$4,000 including expenses for the tasks outlined in this amendment for each application review. This includes \$2,800 for Deliverable Task 1 and \$1,200 for Deliverable Task 2.

Additional public hearings or on-site meetings beyond the initial public hearing in Deliverable Task 2 will be conducted for a firm fixed price of \$1,200 per occurrence.

PROJECT SCHEDULE – The CONSULTANT will meet the County’s required time lines that are detailed in St. Johns County Land Development Code 6.08.12. The CONSULTANT will work with the County to maintain the required schedule to the extent possible and will make adjustments as needed for Acts of God, County schedule conflicts, or County holiday schedules.

PAYMENT SCHEDULE – The CONSULTANT will perform this work as a firm fixed price add-on to our existing consulting services contract with the County. The CONSULTANT proposes deliverable billing upon completion of the respective deliverable as described in this amendment. Payments are due within 45 days of invoice. Payments not paid within 45 days will be assessed a late fee of 1.5% per month.

CHANGE ORDERS AND REIMBURSABLE EXPENSES - Should the County at any time during the project desire services that are outside the agreed upon scope of work, the CONSULTANT will prepare a proposal outlining the estimated effort, resources required, and cost for the requested service. Upon approval of the proposal, the CONSULTANT will provide the desired services at the agreed upon cost. Anticipated expenses necessary for the execution of the project have been estimated as part of the CONSULTANT’s price proposal.

PRICING ASSUMPTIONS

- In order to be most responsive to the County’s needs, the CONSULTANT respectfully reserves the right to move consulting fees and expenses among project tasks as needed to complete the scope of work, as long as the total amount billed to the County does not exceed the contract amount.
- Services specifically requiring a registered Professional Engineering review, certification, or seal are not proposed.

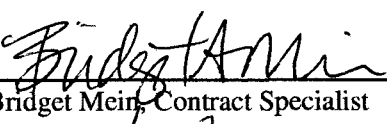
Not valid until signed by the Owner and Consultant.

The original contract amount was\$ 96,752.00
 Net change by previously authorized Amendment..... \$340,285.00
 The Contract prior to this Amendment was..... \$437,037.00
 The Contract will be (increased) by this Amendment in the amount of..... \$ 4,000.00
 The new Contract Amount will be..... \$441,037.00
 The Contract time will be **(unchanged)**.

CONSULTANT
RCC Consultants, Inc.
 2927 Habersham Dr.
 Tallahassee, FL 32309

OWNER
St. Johns County, Florida
 500 San Sebastian View
 St. Augustine, FL 32084

BY 
 Steven T. Apicella, Vice President

BY 
 Bridget Mein, Contract Specialist

DATE August 8, 2012

DATE 8/13/12