

**AGREEMENT  
BETWEEN  
THE CITY OF JACKSONVILLE  
AND  
VIA CONSULTING SERVICES, INC.  
FOR  
CONSTRUCTION, ENGINEERING & INSPECTION ON VARIOUS CITY PROJECTS**

**THIS AGREEMENT** is made and entered into in duplicate this 17 day of NOV, 2015 (hereinafter the "Effective Date"), by and between the CITY OF JACKSONVILLE, a municipal corporation in Duval County, Florida (hereinafter the "CITY"), and VIA CONSULTING SERVICES, INC., a Florida profit corporation with principal address at 10250 Normandy Boulevard, Suite 205, Jacksonville, Florida 32221 (hereinafter the "CONSULTANT"), for construction, engineering, and inspection on various City projects (hereinafter the "Project").

**RECITALS:**

**WHEREAS**, CITY prepared a Request for Proposals (P-29-15) for the Project and solicited proposals from interested firms; and

**WHEREAS**, CONSULTANT submitted a proposal to CITY and was selected by CITY as the best and most qualified applicant; and

**WHEREAS**, CITY and CONSULTANT have negotiated mutually satisfactory terms for the execution of such services; now therefore

**IN CONSIDERATION** of the premises and of the mutual covenants and agreements hereinafter contained, CITY hereby engages CONSULTANT for professional services for the Project in accordance with the following:

**SECTION 1**

**INCORPORATION OF RECITALS**

The above-stated recitals are accurate, true, and correct and are incorporated herein and made a part hereof by this reference.

**SECTION 2  
BASIC SERVICES OF THE CONSULTANT**

**2.01. STATEMENT OF CONSULTANT SERVICES**

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 **Exhibit A** and made a part hereof by this reference (hereinafter 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. CONSULTANT shall be responsible for providing the equipment, supplies, personnel (including management, employees, and training), and other resources as necessary to provide the Services. CONSULTANT accepts the special relationship established between itself and CITY by this Agreement. CONSULTANT covenants with 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 CITY. CONSULTANT shall employ sound business administration and superintendence to complete the Project in a manner consistent with the best interests of CITY.

**2.02. PERIOD OF SERVICE**

This Agreement shall commence on said Effective Date and shall continue and remain in full force and effect thereafter for two (2) years until Nov. 16, 2017, or earlier termination as provided in Section 6.01 hereof. This Agreement may be renewed upon satisfactory performance of CONSULTANT, in the sole discretion of CITY, for up to two (2) additional two (2) year periods upon provisions, terms, and conditions mutually acceptable to the parties.

**2.03. COMMENCEMENT OF WORK**

2.03.01 CONSULTANT shall not commence work on the Project without a prior written Notice to Proceed issued by CITY.

2.0.3.02 The giving of a written Notice to Proceed shall be a condition precedent to any liability attaching to CITY, whether under the terms of this Agreement or otherwise. As part of the consideration for the execution of this Agreement, CONSULTANT hereby releases CITY from any claim for damages, whether in contract, tort, or otherwise, in the event that no Notice to Proceed is ever issued pursuant to this Agreement.

#### **2.04. GENERAL REQUIREMENTS**

CONSULTANT shall serve as CITY's professional representative on the Project and shall consult with CITY during the performance of its services. CONSULTANT warrants that it now has or will secure at its own expense all personnel and facilities required to perform all Services under this Agreement. CONSULTANT shall not have any direct or indirect contractual relationship with any officer or employee of CITY which will conflict with its ability to perform hereunder. All personnel assigned to the work shall be fully qualified and all facilities employed shall be adequate for the work required. CONSULTANT shall prosecute the work under the full-time direction of one or more of its senior officers or a responsible representative who shall be acceptable to CITY. CONSULTANT shall designate in writing to CITY such representative who shall be authorized to act on behalf of CONSULTANT on any matter covered by this Agreement.

2.04.01. All services performed by CONSULTANT shall be executed in cooperation and coordination with CITY through its Project Manager, and in the performance of such services CONSULTANT shall:

2.04.01.01. Maintain close liaison and cooperation with CITY during performance of the work hereunder to obtain agreement and coordination of the various phases of work contained herein.

2.04.01.02. Attend all meetings and conferences as arranged and required by CITY during the progress of the work hereunder to establish Project criteria, to review CITY and State standards, to secure agreement upon the comprehensive and detailed basis of CONSULTANT's Services, and to discuss any other matters relating to the work.

2.04.01.03. Provide CITY with written memoranda to confirm and record the understandings and agreements resulting from meetings and conferences related to the Project.

2.04.01.04. Provide CITY with schedules, including starting dates and contemplated completion dates, for the work hereunder and periodic progress reports. Such schedules and progress reports shall be in such format and detail as CITY may require.

2.04.01.05. Provide progress updates as required by the Project Manager.

2.04.02. In addition to Project delivery requirements otherwise specified, CONSULTANT shall deliver all final drawings to CITY in electronic form using either a standard .dxf or .dwg format and in layers as prescribed by CITY's Project Manager. Further, all survey data and other horizontal control and location shall be referenced to State Plane Coordinates NAD 83, and all vertical control and elevations shall be referenced to NAVD 88.

## **2.05. STUDY (CONCEPTUAL DESIGN) PHASE**

If the Study (Conceptual Design) Phase is included under Section 4 hereof, CONSULTANT shall:

2.05.01. Consult with CITY to determine CITY's requirements for the Project and to establish general design criteria and standards for use on the Project.

2.05.02. Review and study any reports, documents, or studies previously prepared by or for CITY.

2.05.03. Coordinate services performed by sub-consultants and act as CITY's technical representative in connection therewith.

2.05.04. Interpret and evaluate information obtained from such data and other investigations.

2.05.05. Evaluate information on conditions to be encountered at the site essential for design and construction purposes and investigate all reasonably available information necessary to accurately indicate existing and proposed locations of underground utilities and facilities.

2.05.06. Review the provisions of Part 12, Zoning Code (Landscape and Tree Protection Regulations) and determine possible impacts on the Project. A tree survey is not required during this phase.

2.05.07. Prepare a study/conceptual design and a preliminary cost estimate and submit copies thereof to CITY, as may be required by the Scope of Services.

2.05.08. Assist CITY by preparing for and conducting a town meeting at the end of the Study Phase.

## **2.06. FINAL DESIGN (CONSTRUCTION DOCUMENTS AND BIDDING) PHASE**

If the Final Design (Construction Documents and Bidding) Phase is included under Section 4 hereof, CONSULTANT shall:

2.06.01. Prepare surveys, including location of trees and other investigations as needed, for the design of the Project and verify as to accuracy, reliability, and margin of error before any design work commences.

2.06.02. Submit maps or site plans of real property which identify all parcels of land or easements to be acquired along with legal descriptions of each such parcel no later than 60% submittal stage.

2.06.03. Prepare engineering data and required engineering documents in order to make application for all regulatory permits, including tree removal and replacement, and actively pursue permits and approvals of such authorities as have jurisdiction over the Project.

2.06.04. Prepare and furnish design and construction documents as required by the Scope of Services to CITY for review and approval. Any changes, refinements, or modifications which CITY may require after each review shall be completed prior to proceeding further with design and construction documents.

2.06.05. Each submittal shall contain a statement signed by CONSULTANT that CONSULTANT has reviewed and agrees with the information submitted from CONSULTANT's subconsultants.

2.06.06. Advise CITY of any adjustment of the cost estimate for the Project caused by changes in scope, design requirements, construction costs, or other matters and furnish a revised cost estimate for the Project based on such.

2.06.07. Upon approval by CITY of 90% of the construction documents, prepare for incorporation into the Contract Documents final construction drawings and plans (hereinafter the "Drawings") to show work to be performed by contractors on the Project and technical provisions (hereinafter the "Specifications"). Final drawings as required by the Scope of Services, with budget cost estimates and supporting documents, shall be prepared by CONSULTANT and submitted to CITY for its approval. A proposed complete draft of Specifications, as required by the Scope of Services, shall be prepared by CONSULTANT and submitted to CITY for its approval. All unit-priced bid quantities submitted shall be signed and sealed for accuracy.

2.06.08. After approval of all Drawings and Specifications by CITY, CONSULTANT shall produce, assemble, and deliver to CITY Drawings and Specifications as required by the Scope of Services, together with three (3) copies of CONSULTANT's cost estimate and the original documents if contract administration is not to be performed by CONSULTANT.

2.06.09. Assist the CITY with interpretation of the intent of the Contract Documents during the bidding and negotiation period.

2.06.10. Evaluate all bids submitted, including, without limitation, compliance with Specifications, cost, ability of the bidder to perform the work, and other factors.

2.06.11. Recommend to CITY the lowest responsible bidder.

2.06.12. At CITY's option and at no additional cost to CITY, modify the Drawings and Specifications so as to reduce the cost of the Project to not more than an amount approved by CITY if the

lowest responsible bid for the Project exceeds CONSULTANT's latest cost estimate as approved by CITY. All such modifications shall be subject to the approval of CITY. Following such approval, CONSULTANT shall assist CITY in rebidding the Project at no additional cost to CITY.

## **2.07. CONTRACT ADMINISTRATION PHASE**

If the Contract Administration Phase is included under Section 4 hereof, CONSULTANT shall:

2.07.01. Represent CITY as its Contract Administrator with the responsibilities attendant thereto, including, without limitation, the interpretation of Drawings and Specifications and the issuing of instructions to the contractor performing construction work.

2.07.02. Make periodic visits to the Project site of not less than four hours every week, unless specified otherwise, while actual construction is in progress at intervals appropriate to the various stages of construction as CONSULTANT, as an experienced and qualified design professional, deems necessary in order to observe and determine if the work is proceeding in substantial accordance with the Contract Documents. On the basis of such on-site visits, CONSULTANT shall endeavor to protect CITY against defects and deficiencies in the work and shall, within one week following each visit, submit a written report to CITY detailing CONSULTANT's observations and advising of any work observed that fails to conform to the Contract Documents or which appears to be deficient, defective, or otherwise not in accordance with good engineering or construction practices. CONSULTANT shall take reasonable steps necessary to require that the contractor corrects such work at the contractor's expense.

2.07.03. Check all shop drawings, diagrams, illustrations, brochures, catalog data, schedules, samples, the results of tests and inspections, and other data which the contractor is required to submit for the purpose of verifying acceptability in accordance with the requirements and information given in the Contract Documents, and assemble maintenance and operating instructions, schedules, guarantees, bonds, and certificates of inspection as required in construction contracts related to the Project.

2.07.04. Based on CONSULTANT's on-site observations as an experienced and qualified professional and on its review of the contractor's applications for payment and supporting data, recommend to CITY approval or disapproval of the contractor's applications for payment.

2.07.05. Make an inspection to determine if the Project is substantially complete and a final inspection to determine if the Project has been fully completed in substantial accordance with the Contract Documents and whether contractor has fulfilled all of its obligations thereunder so that CONSULTANT may recommend approval in writing of final payment to the contractor.

2.07.06. Receive, review, and approve Record drawings prepared by the contractor for compliance with the requirements of the Contract Documents.

2.07.07. Take all steps necessary for the finalization of Record drawings within the one-month period following the date of final acceptance of the Project by CITY. Such period includes the time required by the contractor to prepare, check, and submit its Record construction data and deliver same to CONSULTANT to review, approve, and forward Record as-built drawings to CITY. Should said as-built drawings not be approved by CITY, CONSULTANT shall take whatever steps are necessary to correct the as-built drawings and resubmit them to CITY until such are approved.

2.07.08. Participate in and conduct a warranty inspection eleven (11) months after the Project has been completed.

## **2.08. RESIDENT PROJECT REPRESENTATION**

If Resident Project Representation is included under Section 4 hereof, CONSULTANT shall furnish not less than one Resident Project Representative on the Project site at all times that construction work is in progress to observe and inspect the work in order to further protect CITY from defects and deficiencies in such work and to better determine that the work is proceeding in accordance with the Contract Documents.

## **2.09. TECHNICAL SUPPORT SERVICES DURING CONSTRUCTION**

If Technical Support Services During Construction is included under Section 4 hereof, CONSULTANT shall:

2.09.01. Review shop drawings, diagrams, illustrations, brochures, catalog data, schedules, samples, the results of tests and inspections, and other data which the contractor is required to submit for the purpose of verifying acceptability in accordance with the requirements given in the Contract Documents.

2.09.02. Make periodic visits to the Project site during construction as requested by the Project Manager, provide written reports when requested, and participate in Substantial Completion, Final Completion, and Eleven (11) Month Warranty Inspections when requested.

2.09.03. Provide technical assistance to CITY when requested.

## **SECTION 3 CITY'S RESPONSIBILITIES**

CITY shall:

3.01. Advise as to its requirements for the work.

3.02. Assist CONSULTANT by placing at its disposal all available information pertinent to the site of the work which CITY may have.

3.03. Make reasonable efforts to obtain access on both public and private land as necessary for CONSULTANT to perform its work under this Agreement.

3.04. Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by CONSULTANT and render written decisions pertaining thereto within a reasonable time so as not to delay the work of CONSULTANT. CITY's review of any documents prepared by CONSULTANT shall be solely for the purpose of determining whether such documents are generally consistent with CITY's construction program and intent. No review of such documents shall relieve CONSULTANT of its ultimate responsibility for the accuracy, adequacy, fitness, suitability, and coordination of its work product.

3.05. Advertise for proposals from bidders, open the proposals at the appointed time and place, and pay for all costs incident thereto.

3.06. Provide such legal, accounting, and insurance counseling services as may be required for the work, and such auditing services as CITY may require for its own benefit.

3.07. Designate in writing a person to act as CITY's Project Manager with respect to the work to be performed under this Agreement who shall have complete authority to transmit instructions, receive information, and interpret and define CITY's policies and decisions with respect to the work covered by this Agreement.

3.08. Assist CONSULTANT in securing approval of all governmental authorities having jurisdiction over the Project and such approvals and consents from such other individuals or bodies as may be necessary for completion of the work.

3.09. Furnish or direct CONSULTANT to provide at CITY's expense any necessary additional services in connection with the work that may be required by CITY, provided that any such direction shall be given by CITY to CONSULTANT in writing and shall provide a maximum indebtedness for such services.

#### **SECTION 4**

##### **PAYMENT FOR SERVICES OF CONSULTANT**

4.01. CITY shall pay CONSULTANT for the Services specified in Section 1 of this Agreement and described in said Scope of Services the rates detailed in the Contract Fee Schedule, attached hereto as **Exhibit B** and incorporated herein by this reference.

4.02. Payment shall be made by individual purchase order with a not-to-exceed cost applicable thereto and specifically stated thereon.

4.03. CONSULTANT shall submit invoices for payment or reimbursement under this subsection on an "as incurred" basis. The cost of Services provided by CONSULTANT shall be paid at the rates (including direct labor, indirect costs, and profit) shown in said Contract Fee Schedule. The cost of

services provided to CONSULTANT by others shall be reimbursed at the invoiced amount without markup by CONSULTANT. Travel expenses, if provided for as a reimbursable expense in said Contract Fee Schedule, shall be reimbursed only to the extent provided by Chapter 106, Part 7, *Ordinance Code*. Travel expenses not specifically covered by said chapter shall be reimbursed only to the extent provided by the uniform policies and practices of CITY.

**4.04.** CONSULTANT shall submit such invoices in writing not more often than monthly in such form and containing such documentation as reasonably required by CITY's Project Manager in order to establish charges and to enable compensation therefor by 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 CITY's Project Manager. Each invoice shall contain a statement that it is made subject to the provisions and penalty of Section 837.06, Florida Statutes.

**4.05.** Each and every payment by CITY to CONSULTANT shall be expressly subject to the submittal of written invoices as provided in Sections 3.03 and 3.04.

**4.06.** The maximum indebtedness of CITY for all Services to be performed pursuant to this Agreement shall not exceed the sum of **TWO MILLION AND 00/100 USD (\$2,000,000.00)**; *provided however*, this Agreement shall require no encumbrance of funds at this time. Such encumbrance of funds shall be made by the aforementioned individual purchase orders. All funding availability and other fiscal checking will be made at the time of issuing said individual purchase orders.

## **SECTION 5 ADDITIONAL SERVICES OF CONSULTANT**

If authorized in writing by CITY, CONSULTANT shall furnish or obtain from others additional services of the following types which shall be paid for by CITY, provided that such services are clearly

consistent with the original Request for Proposals and that such services are provided for by written amendment to this Agreement.

**5.01.** Prepare documents for alternate bids requested by CITY.

**5.02.** Provide additional or extended services during construction made necessary by work damaged during construction, defective or neglected work of the construction contractor, or acceleration of the work schedule involving services beyond normal working hours.

**5.03.** Prepare to serve and serve as an expert witness for CITY in any trial, hearing, or other judicial or quasi-judicial or administrative proceeding at customary, reasonable, and usual rates to be established prior to serving as an expert witness.

**5.04.** Subsequent to completion of final design, revise previously approved Drawings and/or Specifications, or any portions thereof, that CITY desires changed to accommodate changed conditions.

**5.05.** Provide additional services in connection with the Project, including services normally furnished by CITY and services not otherwise provided for in this Agreement.

## **SECTION 6 GENERAL CONDITIONS**

### **6.01. TERMINATION AND SUSPENSION**

6.01.01. This Agreement shall continue and remain in full force and effect as to all of its terms, conditions, and provisions as set forth herein until and unless CITY shall give written notice to CONSULTANT of its desire to terminate this Agreement, with or without cause, on a specified time and date thereafter. Such written notice to terminate this Agreement shall be given no less than thirty (30) days prior to the date this Agreement shall be so terminated, with twenty-four hours' notice in the event that funds become unavailable to CITY for any reason whatsoever. In the event of any such termination, CONSULTANT shall be paid by CITY for all services actually, timely, and faithfully rendered up to receipt of the notice of termination, and thereafter until the date of termination, CONSULTANT shall be paid only for such services as are specifically authorized in writing by CITY.

6.01.02. This Agreement or any portion hereof may be suspended from time to time for various periods of time in the event that any work proposed hereunder is delayed, postponed, or otherwise adversely affected, permanently or temporarily, by action of CITY. In the event of any such suspension, CONSULTANT shall be paid for all services actually, timely, and faithfully rendered up to the date of suspension, and for all services so rendered after cessation of the suspension and resumption of the services.

6.01.03. If CITY fails to issue a written Notice to Proceed to CONSULTANT within six (6) calendar months from the Effective Date or if CITY suspends work under this Agreement for a period of at least six (6) calendar months once work has commenced, CONSULTANT shall have the right, at its option, to terminate this Agreement by giving written notice thereof to CITY. Such written notice shall be given no less than thirty (30) days prior to the date this Agreement shall be so terminated by CONSULTANT. The giving of such written notice to terminate by CONSULTANT shall eliminate all further rights and obligations of the parties hereunder other than CONSULTANT's obligations under Subsections 6.4, 6.5, 6.7, 6.8, 6.9 and 6.12.

## **6.02. OWNERSHIP OF DOCUMENTS**

CONSULTANT shall deliver to CITY for approval and acceptance, and before being eligible for final payment of any amounts due, all drawings, maps, and plats, printed on 20 lb. vellum or mylar, the originals of specifications, the approved as-built drawings if CONSULTANT has performed contract administration, true copies of all computations, survey notes and diaries, and copies of memoranda and pertinent correspondence pertaining to the work, including a copy of all computer disks containing any of the aforementioned data. CONSULTANT shall provide a copy of all CADD work on computer disks in the Autocad drawing format or the transfer DFX format. CADD work shall conform to the current CADD standards of the Engineering Division. All such documents shall become the property of CITY. CONSULTANT shall not be liable for any re-use of such documents for other than the specific purposes intended without CONSULTANT's written verification or adaptation thereof.

### 6.03. ESTIMATES

Since CONSULTANT has no control over the cost of labor, materials, or equipment, contractor's methods of determining prices, competitive bidding, and market conditions, the estimates of construction costs provided for herein are to be made on the basis of CONSULTANT's experience and represent its judgment as a design professional familiar with the construction industry. CONSULTANT does not guarantee that bids will not vary from its cost estimates and has no liability other than as set forth in Section 2.06.12 of this Agreement in the event that bids do so vary.

### 6.04. INDEMNIFICATION

CONSULTANT and its subsidiaries (collectively the "Indemnifying Parties"), shall (and shall require all subcontractors of any tier to) hold harmless, indemnify, and defend CITY and CITY's members, officers, officials, employees and agents (collectively the "Indemnified Parties") from and against any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature (including, but not limited to, court, investigation and defense costs, and reasonable expert and attorney's fees), which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

6.04.01. General Tort Liability, for any negligent act, error, omission, recklessness, or intentionally wrongful conduct on the part of the Indemnifying Parties that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Parties' performance of the Agreement, operations, services, or work performed hereunder; and

6.04.02. Violation of Laws Liability, arising from or based upon the violation of any federal, state, or municipal laws, statutes, resolutions, rules or regulations by the Indemnifying Parties or those under their control; and

6.04.03. Breach of Representations, Warranties and Obligations, arising directly or indirectly out of any breach of any representation, warranty, covenant, or obligation set forth in the

Agreement or made by the Indemnifying Parties in connection with the Agreement or in any certificate, document, writing or other instrument delivered by the Indemnifying Party; and

6.04.04. To the extent this Contract contemplates environmental exposures, Environmental Liability, arising from or in connection with any environmental, health, and safety liabilities, claims, citations, clean-up, or damages whether arising out of or relating to the operation or other activities performed in connection with the Agreement; and

6.04.05. (e) to the extent this Agreement contemplates intellectual property exposures, Intellectual Property Liability, arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services as contemplated in this Agreement constitutes an infringement of any copyright, patent, trade secret, or any other intellectual property right. If in any suit or proceeding, the Services or any product generated by the Services is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall immediately make every reasonable effort to secure within 60 days for the Indemnified Parties a license authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to CITY so that the Service or product is non-infringing.

**The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by any insurance provided pursuant to the Agreement or otherwise. Such terms of indemnity shall survive the expiration or termination of the Agreement. In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect and any term which offends Section 725.06 or 725.08 of the Florida Statutes may, subject to the sole discretion of the Indemnified Party, be modified to comply with said statutes.**

If an Indemnified Party exercises its rights under this Agreement, the Indemnified Party will (1) provide

reasonable notice to Indemnifying Parties of the applicable claim or liability, and (2) allow Indemnifying Parties, at their own expense, to participate in the litigation of such claim or liability to protect their interests.

#### **6.05. INSURANCE**

6.05.01. Without limiting its liability under this Agreement, CONSULTANT shall at all times during the term of this Agreement procure prior to commencement of work and maintain at its sole expense during the life of this Agreement (and CONSULTANT shall require its subconsultants/subcontractors of any tier, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits in amounts not less than stated below, and prior to work commencement provide a certificate (with applicable endorsements) on a form that is acceptable to CITY's Division of Risk Management evidencing the following required coverages to CITY:

#### **SCHEDULE**

#### **LIMITS**

**Worker's Compensation  
Employer's Liability**

Florida Statutory Coverage  
\$ 1,000,000 Each Accident  
\$ 1,000,000 Disease Policy Limit  
\$ 1,000,000 Each Employee/Disease

This insurance shall cover CONSULTANT (and to the extent its subconsultants/subcontractors of any tier are not otherwise insured) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate coverage is to be included for the Federal Employers' Liability Act, USL&H, Jones, and any other applicable federal or state law.

**Commercial General Liability - (Form CG0001)**

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those approved in writing by CITY's Office of Risk Management.

\$2,000,000	General Aggregate
\$2,000,000	Products & Completed Ops Aggregate
\$1,000,000	Personal/Advertising Injury
\$1,000,000	Each Occurrence
\$ 50,000	Property Damage
\$ 5,000	Medical Expenses

<b>Automobile Liability</b>	\$1,000,000	Each Occurrence – Bodily Injury and Property Damage Combined
Coverage for all automobiles owned, hired, or non-owned used in the performance of the Services		

(Coverage for all automobiles, owned, hired or non-owned used in performance of the Services)

ISO Form CA0001 as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

<b>Professional Liability</b>	\$1,000,000 Per Claim
	\$2,000,000 Aggregate

Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Agreement. If provided on a Claim Made Form, the coverages must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

<b>Pollution Liability &amp; Pollution Legal</b>	\$ 1,000,000 Per Loss
	\$ 2,000,000 Aggregate

To the extent services provided require environmental survey, testing other environmental exposures, and the disposal of any hazardous pollutants and/or waste off the job site, CONSULTANT shall provide Pollution Liability coverage along with Pollution Legal Liability (while being transported) for disposal of hazardous pollutants and/or waste. In addition, the disposal site operator must furnish a certificate of

insurance for Pollution Legal Liability and Pollution Legal coverage for bodily injury and property damage for losses while being transported and from the facility that is accepting the waste under this contract other than CITY. Pollution and Pollution Legal Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Agreement. If provided on a Claims Made Form, the coverages must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

**Cyber Liability & Data Storage**

\$1,000,000 Per Claim and Aggregate

Such insurance shall be on a form acceptable to CITY and shall cover, at a minimum:

- Data Loss and System Damage Liability
- Security Liability
- Privacy Liability
- Privacy/Security Breach Response Coverage, including Notification Expenses

Such Cyber Liability coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Contract and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The Cyber Liability coverage may be included as part of the Professional Liability coverage required above.

**6.05.02. Additional Insurance Provisions**

6.05.02.01. To the extent watercraft is utilized in the work, CONSULTANT shall purchase and maintain, or cause its sub consultants/subcontractors to purchase and maintain, insurance with amounts not less than limits of \$1,000,000 per occurrence, and which shall, at a minimum, cover CONSULTANT and any subconsultant/subcontractor for injuries or damage arising out of the use of all owned, non-owned, and hired watercraft.

6.05.02.02. Waiver of Subrogation. All insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of CITY and CITY's members, officials, officers, employees and agents.

6.05.02.03. Additional Insured: All insurance except Worker's Compensation and Professional Liability shall be endorsed to name CITY and CITY's members, officials, officers, employees, and agents. Additional Insured for General Liability shall be in a form no more restrictive than CG2010, and for Automobile Liability in a form no more restrictive than CA2048; endorsements will be provided to, and reviewed and approved by, CITY's Division of Risk Management prior to commencement of work.

6.05.02.04. CONSULTANT's Insurance Primary. The insurance provided by CONSULTANT shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by CITY or any CITY members, officials, officers, employees and agents.

6.05.02.05. Deductible or Self-Insured Retention Provisions. Except as authorized in this Agreement, the insurance maintained by the CONSULTANT shall apply on a first dollar basis without application of a self-insurance, deductible, or self-insured retention. Except as authorized specifically in this Agreement, no self-insurance, deductible, or self-insured retention for any required insurance provided by CONSULTANT pursuant to this Agreement will be allowed. If there is any self-insurance, deductible, or self-insured retention for any required insurance, CONSULTANT shall be responsible for paying on behalf of CITY (and any other person or organization CONSULTANT has in this Agreement agreed to include as an insured for the required insurance) any self-insurance, deductible, or self-insured retention allowed under this paragraph. CITY will not be responsible for any self-insurance, deductibles, or self-insured retentions in any insurance required under this Agreement.

6.05.02.06. CONSULTANT's Insurance Additional Remedy. Compliance with the insurance requirements of this Agreement shall not limit the liability of CONSULTANT or its subconsultants/subcontractors of any tier, employees, or agents to CITY or others. Any remedy provided to CITY or CITY's members, officials, officers, employees, or agents shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.

6.05.02.07. No Waiver by CITY Approval/Disapproval. Neither approval by CITY nor failure to disapprove the insurance furnished by CONSULTANT shall relieve CONSULTANT of CONSULTANT's full responsibility to provide insurance as required under this Agreement.

6.05.02.08. Each policy shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes, or a company that is declared as an approved Surplus Lines carrier under Chapter 626, Florida Statutes. Such insurance shall be written by an insurer with an A.M. Best Rating of A-VII or better. Prior to commencing any Services, Certificates of Insurance approved by City's Division of Risk Management demonstrating the maintenance of said insurance shall be furnished to CITY. CONSULTANT shall provide an endorsement issued by the insurer to provide the CITY thirty (30) days' prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. In the event CONSULTANT is unable to obtain such endorsement, CONSULTANT agrees to provide CITY the notice directly. Until such time as the insurance is no longer required to be maintained by CONSULTANT, CONSULTANT shall provide CITY with renewal or replacement evidence of insurance with the above minimum requirements no less than 30 days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

6.05.02.09. Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to CITY's Division of Risk

Management, if requested to do so by CITY, CONSULTANT shall, within thirty (30) days after receipt of a written request from CITY, provide CITY with a certified, complete copy of the policies of insurance providing the coverage required herein.

6.05.02.10. Anything to the contrary notwithstanding, the liabilities of CONSULTANT under this Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage. Neither approval of, nor failure to disapprove, insurance furnished by CONSULTANT shall relieve CONSULTANT or its subconsultants/subcontractors of any tier from responsibility to provide the insurance as required by this Agreement.

Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, CITY may, at its sole option, require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that CITY also be named as an additional insured.

#### **6.06. SUCCESSORS AND ASSIGNS**

CITY and CONSULTANT each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement, and any assignment or transfer by CONSULTANT of its interests in this Agreement without the written consent of CITY shall be void. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of CITY, nor shall it be construed as giving any right or benefit hereunder to anyone other than CITY or CONSULTANT.

#### **6.07. NON-DISCRIMINATION PROVISIONS**

6.07.01. CONSULTANT warrants that it has adopted and shall maintain a policy of non-discrimination against an employee or applicant for employment on account of race, religion, sex, color, national origin, age, or handicap and that this policy applies to all areas of employee relations throughout the term of this Agreement.

6.07.02. On written request, CONSULTANT shall permit access to its records of employment, employment advertisements, application forms, and other pertinent data and records by the Executive Director of the Community Relations Commission of CITY for the purpose of investigation to ascertain compliance with the non-discrimination provisions of this Agreement. CONSULTANT shall not be required to produce for inspection any records covering periods of time more than one (1) year prior to the date of this Agreement.

6.07.03. CONSULTANT agrees that if any of the obligations of this Agreement are to be performed by a subcontractor, then the provisions of the above two paragraphs shall be incorporated into and become a part of the subcontract.

**6.08. PROMPT PAYMENT TO SUBCONSULTANTS, ETC.**

6.08.01. Generally. When CONSULTANT receives payment from CITY for labor, services, or materials furnished by subcontractors and suppliers hired by CONSULTANT, CONSULTANT shall remit payment due (less proper retainage) to those subcontractors and suppliers within fifteen (15) calendar days after CONSULTANT's receipt of payment from CITY. Nothing herein shall prohibit CONSULTANT from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subcontractors and suppliers. In the event of such a dispute, CONSULTANT may withhold the disputed portion of any such payment only after CONSULTANT has provided notice to CITY and to the subcontractor or supplier whose payment is in dispute. Such notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and, (iv) be delivered to CITY and the subcontractor or supplier within ten (10) calendar days after CONSULTANT's receipt of payment from CITY. CONSULTANT shall pay all undisputed amounts due within the time limits imposed by this section.

6.08.02. Jacksonville Small Emerging Business ("JSEB") and Minority Business Enterprise ("MBE") Participation. Notwithstanding Chapter 126, Part 6, *Ordinance Code*, CONSULTANT shall pay all contracts awarded with certified JSEB's and certified MBE's, as defined

therein, their pro-rata share of their earned portion of any progress payments made by CITY under this Agreement within seven (7) business days after CONSULTANT's receipt of payment from CITY (less proper retainage). The pro-rata share shall be based on all work completed, materials and equipment furnished, or services performed by the certified JSEB or certified MBE at the time of payment. As a condition precedent to progress and final payments to CONSULTANT, CONSULTANT shall provide to CITY, with its requisition for payment, documentation that sufficiently demonstrates that CONSULTANT has made proper payments to its certified JSEB's or certified MBE's from all prior payments that CONSULTANT has received from CITY. CONSULTANT shall not unreasonably withhold payments to certified JSEB's or certified MBE's if such payments have been made to CONSULTANT. If CONSULTANT withholds payment to its certified JSEB's or certified MBE's, which payment has been made by CITY to CONSULTANT, CONSULTANT shall return said payment to CITY. CONSULTANT shall provide notice to CITY and to the certified JSEB or certified MBE whose payment is in dispute. Such notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and, (iv) be delivered to CITY and to the certified JSEB or certified MBE within five (5) calendar days after CONSULTANT's receipt of payment from CITY. CONSULTANT shall pay all undisputed amounts due within the time limits imposed by this section. The failure to pay undisputed amounts to the certified JSEB or certified MBE within seven (7) business days after CONSULTANT receives payment from CITY shall be a breach of contract, compensable by 1% of the outstanding invoice's being withheld by CITY, not as a penalty but as liquidated damages for additional and extra contract administration by CITY. Continued failure to adhere to this section may be cause for termination of the Agreement.

6.08.03. The Prompt Payment requirements hereunder shall in no way create any contractual relationship or obligation between CITY and any subconsultant, subcontractor, JSEB, MBE, or any third-party or create any CITY liability for CONSULTANT's failure to make timely payments hereunder. However, CONSULTANT's failure to comply with these Prompt Payment requirements shall

constitute a material breach of CONSULTANT's contractual obligations to CITY. As a result of said breach, CITY, without waiving any other available remedy it may have against CONSULTANT, may issue joint checks and charge CONSULTANT a 0.2% daily late payment interest charge or other charges specified in Chapter 126, *Ordinance Code*, for JSEB's and MBE's and in Chapter 218, Florida Statutes, for non-JSEB's or non-MBE's, whichever is greater.

#### **6.09. RETENTION OF RECORDS**

CONSULTANT and its subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred in the work and shall make such materials available for inspection, copying, and/or audit by CITY at all reasonable times during the period of this Agreement and for three (3) years from the date of final payment under this Agreement.

#### **6.10. COMPLIANCE WITH STATE AND OTHER LAWS**

In the provision of the Services, CONSULTANT must comply with any and all applicable federal, state, and local laws, rules, regulations, and ordinances, as the same exist and may be amended from time to time. Such laws, rules, regulations, and ordinances shall include but are not limited to Chapter 119, Florida Statutes (the Florida Public Records Law), and Section 286.011, Florida Statutes, (the Florida Sunshine Law). Such laws, rules, regulations, and ordinances must also include but are not limited to obtaining and maintaining all licenses and certifications that are required to perform the Services contemplated in this Agreement in the City of Jacksonville, State of Florida. If any of the obligations of this Agreement are to be performed by a subcontractor, the provisions of this section shall be incorporated into and become a part of the subcontract.

#### **6.11. SETTLEMENT OF CLAIMS**

In any case where CONSULTANT deems that extra compensation is due it for services or materials not clearly covered in this Agreement or not ordered in writing by CITY as an additional service, CONSULTANT shall notify CITY in writing before it begins the work on which it bases the claim. CONSULTANT shall not commence such work without prior written authorization from CITY.

If such authorization is not previously given or the claim is not separately and strictly accounted for, CONSULTANT hereby agrees to waive the claim for such extra compensation. However, such notice or accounting shall not in any way be construed as proving the validity of the claim. Any dispute not otherwise settled shall be resolved by Executive Order 98-01.

## **6.12. ACCURACY OF WORK**

6.12.01. CONSULTANT shall be responsible for the performance of its work in accordance with industry standards, including work by any subcontractors, and shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of CONSULTANT or subcontractors without additional compensation. Acceptance of the work by CITY shall not relieve CONSULTANT of the responsibility for subsequent corrections of any such errors and the clarification of any ambiguities.

6.12.02. At any time during the construction of the Project provided for by the Contract Documents or during any phase of work performed by others based on data furnished by CONSULTANT under this Agreement, CONSULTANT shall confer with CITY for the purpose of interpreting the information furnished and/or correcting any errors and omissions made by CONSULTANT. CONSULTANT shall prepare all drawings or data to correct its errors and omissions without added compensation even though final payment may have already been received therefor.

6.12.03. CONSULTANT shall be and shall remain liable, in accordance with applicable law, for all damages to CITY caused by CONSULTANT's breach of contract or its negligent performance of any of the Services. CONSULTANT shall not be responsible for any time delays in the Project caused by circumstances beyond CONSULTANT's control.

## **6.13. PUBLIC UTILITIES AND PERMITTING AUTHORITIES**

Where privately, publicly, or cooperatively owned utility companies will require rearrangements in connection with the proposed construction and when certain permits will be required for construction, CONSULTANT shall make the necessary contacts and confer with the owners of such utilities regarding

the requisite revisions in their facilities, apprising CITY of the results of all such contacts. CONSULTANT shall make no commitments with utilities or permitting authorities which are binding upon CITY. CITY shall conduct all negotiations with public utilities and authorities. However, CONSULTANT shall participate in such negotiations at the request of CITY.

#### **6.14. PROHIBITION AGAINST CONTINGENT FEES**

CONSULTANT warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for CONSULTANT any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of these provisions, CITY shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the contract price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

#### **6.15. TRUTH IN NEGOTIATION CERTIFICATE**

CONSULTANT understands and agrees that its execution of this Agreement shall be deemed to be simultaneous execution of a truth-in-negotiation certificate under this provision to the same extent as if such certificate had been executed apart from this Agreement, such certificate being required by Section 287.055, Florida Statutes. Pursuant to such certificate, CONSULTANT hereby states that the wage rates and other factual unit costs supporting the compensation hereunder are accurate, complete, and current at the time of contracting. Further, CONSULTANT agrees that the compensation hereunder shall be adjusted to exclude any significant sums where CITY determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs, provided that any and all such adjustments shall be made within one (1) year following the completion date of this Agreement.

**6.16. INDEPENDENT CONTRACTOR**

In the performance of this Agreement, CONSULTANT shall be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture, or associate of CITY. CONSULTANT shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized in the full performance of this Agreement.

**6.17. CONSULTANT DEFINED**

As used herein, the term "CONSULTANT" shall include but not be limited to VIA Consulting Services, Inc., its officers, employees, subcontractors, and other persons, firms, partnerships, corporations, or entities working for or on behalf of CONSULTANT.

**6.18. CONSTRUCTION**

Both parties acknowledge that they have had meaningful input into the terms and conditions contained in this Agreement. Therefore, any doubtful or ambiguous provisions contained herein shall not be construed against the party which physically prepared this Agreement.

**6.19. ORDER OF PRECEDENCE**

In the event of any conflict between the provisions of this Agreement and those of the exhibits attached hereto or amendments, the priority shall be, in decreasing order of precedence: 1) fully executed amendments, 2) the provisions of this Agreement, and 3) exhibits.

**6.20. AMENDMENTS**

This Agreement may be amended only by written instrument specifically referring to this Agreement and executed with the same formalities as this Agreement.

**6.21. ETHICS PROVISION FOR PROFESSIONAL SERVICES**

By virtue of CONSULTANT's authorized representative's affixing his or her signature to this Agreement, CONSULTANT represents that it has reviewed the provisions of the Jacksonville Ethics Code contained in Chapter 602, *Ordinance Code*, and the provisions of the Jacksonville Purchasing Code contained in Chapter 126, *Ordinance Code*.

## **6.22. COOPERATION WITH COUNSEL FOR THE CITY**

CONSULTANT acknowledges that CITY is represented by the Office of General Counsel. During the term of this Agreement, it may be necessary to attend meetings or participate in telephone calls or discussions with counsel for CITY for issues related to the Project. CONSULTANT may also have its counsel at such meetings, and it is agreed by the parties that neither side will claim that a conflict exists or that counsel may not represent its client on the basis of any such meeting, duty, or conference.

## **6.23. SEVERABILITY**

Should any provision of this Agreement be deemed to be unenforceable or not legal by a court of competent jurisdiction, the remaining provisions of the Agreement shall remain in full force and effect.

## **6.24. ENTIRE AGREEMENT**

This Agreement represents the entire agreement by and between the parties with respect to the Project. No representation, understanding, statement, agreement, course of conduct, or course of action by the parties or by their representatives that is not in this Agreement shall be binding. This Agreement may be amended only by written instrument signed by the authorized representatives of the parties.

## **6.25. COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original and all of such counterparts together shall constitute one and the same instrument.

## **6.27. NON WAIVER**

Failure by either party to insist upon strict performance of any of the provisions hereof, either party's failure or delay in exercising any rights or remedies provided herein, CITY's payment for the Services or any part or combination thereof, or any purported oral modification or rescission of this Agreement by an employee or agent of either party shall not release either party from its obligations under this Agreement, shall not be deemed a waiver of any rights of either party to insist upon strict performance hereof or of either party's rights or remedies under this Agreement or by law, and shall not operate as a waiver of any of the provisions hereof.

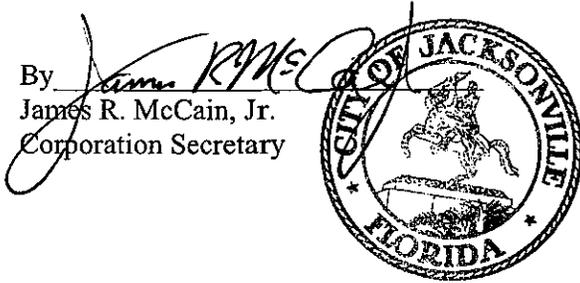
**6.26. GOVERNING LAW AND VENUE**

This Agreement shall be governed and interpreted exclusively under the laws of the State of Florida. Venue for litigation under this Agreement shall be in courts of competent jurisdiction located in Jacksonville, Duval County, Florida.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement the day and year first above written.

**ATTEST:**

By \_\_\_\_\_  
James R. McCain, Jr.  
Corporation Secretary



**CITY OF JACKSONVILLE**

By \_\_\_\_\_  
Lenny Curry, Mayor

*[Handwritten signature of Lenny Curry]*

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

**WITNESS:**

**VIA CONSULTING SERVICES, INC.**

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Type/Print Name

\_\_\_\_\_  
Title

By \_\_\_\_\_  
Signature

*[Handwritten signature of Peter J. Shending, Jr.]*  
\_\_\_\_\_  
Type / Print Name

*[Handwritten signature: Vice President]*  
\_\_\_\_\_  
Title

[Encumbrance & funding information, form approval, and Director of Finance certification for the City's internal use are on the following page].

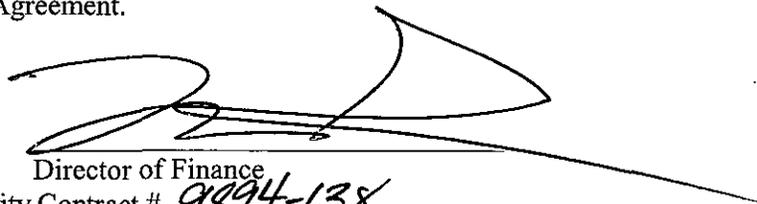
**Encumbrance and funding information for internal City use:**

**Account.....Various subsequently issued purchase orders**

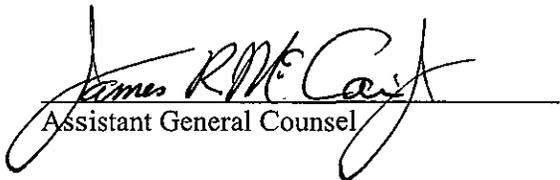
**Amount.....\$2,000,000.00**

**This above stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the foregoing contract. It shall be encumbered by one (1) or more subsequently issued Purchase Order(s) that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such Purchase Order(s) are issued.**

In accordance with Section 24.103(e) of the Ordinance Code of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; *provided however*, this certification is not nor shall it be interpreted as an encumbrance of funding under this Agreement. Actual encumbrance[s] shall be made by subsequent purchase order[s], as specified in said Agreement.

  
Director of Finance  
City Contract # 9894-138 

Approved as to form:

  
Assistant General Counsel

## EXHIBIT A

### SCOPE OF SERVICES

#### CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES:

##### DESCRIPTION:

Services provided under this contract are for VIA Consulting Services, Inc. (Consultant) to provide Construction Engineering and Inspection (CEI) services and other related professional services necessary to oversee the construction (by others) of various site, roadway and drainage improvement projects funded by the City.

The Consultant understands that it is the City's intention to perform the CEI services for many City projects. However, at the City's option, CEI services may be requested of the CEI Consultant to supplement the City's staff or to provide full construction management and inspection services.

The projects to be managed under this contract and associated project scopes and fees are to be determined on a project by project basis. Construction Management and other related Professional Services will start when a Purchase Order is issued and continue through the construction close-out and warranty period of the project. The services described below constitute full CEI support and are not intended to infer the consultant will perform all or any of them. Detailed scopes and fees will, therefore, be negotiated on each project which may or may not include the following services:

- Perform constructability reviews on design work performed by others
- Schedule and conduct pre-construction conferences as necessary
- Issue Notices to Proceed to contractors
- Enforce and perform terms of the construction contracts between the City and its contractors
- Review shop drawings submitted by contractors for conformance to the specifications, and distribute to parties as necessary
- Obtain and answer contractors' inquiries and RFI's in a timely manner
- Provide qualified construction inspectors to inspect the work to ensure that construction is proceeding in accordance with the specifications, and that work is constructed properly
- Direct the contractor on removal and replacement of defective work which does not meet specifications, or is otherwise incorrectly constructed
- Review and analyze contract change order requests and proposals to determine validity thereof, and recommend appropriate action to the City
- Review claims and disputes and recommend necessary actions
- Review and recommend for approval contract change orders and forward necessary documentation and paperwork to the City as to the necessity for such changes, including substantiation of the extra costs thereof
- Arrange for construction materials testing by third party testing laboratories and review test reports to ensure that materials installed meet the requirements of the contract documents
- Review construction inspection reports relating to the contractors' performance and communicate with each, if necessary, regarding non-conformance to plan specifications, workmanship, etc.
- Review contractors' requests for monthly progress payments and, if appropriate, certify pay application is proper and transmit to City with recommendation that the invoice be paid
- Review contractors' pay requests for compliance with minority business enterprise participation requirements
- Review contractors' proposals for additional work or change orders for compliance with minority business enterprise participation requirements
- Adjust requests for monthly progress payments, as necessary, to align amount of pay requested with actual progress of construction satisfactorily performed

- In the event of the need to revise the contract drawings during the construction period, coordinate with the City and the Design Consultant to obtain the revised originals from the design consultant, review the changes and corrections on behalf of the City, and coordinate the issuance of new prints for the revised drawings to the parties concerned
- Prepare and maintain monthly progress schedules and reports applicable to all phases of the construction operations, and such special reports as may be required to keep the City fully advised with respect to the progress of construction of the projects
- Monitor contractors' preparation of in-progress as-built drawings during the course of construction to ensure that final as-built drawings on mylar will be easily produced
- Collect final as-built drawings electronically and on mylar for each project, review for conformance with the contract documents and specifications, and recommend approval/disapproval to the City
- If final as-builts are recommended for disapproval, monitor contractors' preparation of revised final as-built drawings.
- Prepare a final engineering report on the construction status of each project
- Recommend in writing, that the City make final payment on a project when appropriate
- Collect documents and deliverables, including release of liens and consent of surety, from the contractors prior to recommending that final payments be made
- Continue acting as the City's representative throughout the post-construction phase of the projects, which generally cover the contractors' one-year warranty periods
- Deliver final documents, including originals of construction drawings and specifications, approved mylar as-built drawings, a DVD with as-built drawings in Autocad or .pdf format, two sets of blue line prints and the projects files to the City
- Prepare and deliver final project financial accounting reports to the City
- Evaluate and rate the contractor's performance
- Direct the contractor to replace or correct of defective work which becomes known during the warranty period
- Provide monthly status reports to the City concerning warranty activities and corrective work by contractors
- Enforce all warranty provisions of the contract documents
- Schedule and conduct an eleven (11) month warranty inspection of projects including the contractors, design consultants and City personnel as appropriate
- Develop eleven-month warranty punchlist and forward to the contractor for corrective action
- Monitor contractor's performance on addressing the punchlist
- Advise the City, in writing, when contractors have satisfactorily completed their obligations under the warranty periods of the contracts
- Provide any other construction engineering and inspection services as may be necessary to implement the project
- Provide onsite construction testing services with properly trained/certified staff and/or subconsultants.

EXHIBIT B

CONTRACT FEE SUMMARY FOR COJ CEI VARIOUS CITY PROJECTS



PART I - GENERAL				
1. Project Construction Engineering & Inspection on Various City Projects		2. RFP Number P-20-15		
3. Name of Consultant VIA Consulting Services, Inc.  Subconsultants RS&H, Inc. Eisman & Busso, Inc. CSI Geo, Inc. RDBG Consulting Group, LLC.		4. Date of Proposal 7/27/2015		
PART II - LABOR RELATED COSTS				
5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal	\$ 65.00	0	\$ -	
Senior Project Engineer	\$ 58.50	0	\$ -	
Project Administrator	\$ 43.50	0	\$ -	
Contract Support Specialist	\$ 29.50	0	\$ -	
Senior Inspector	\$ 28.00	0	\$ -	
Inspector	\$ 23.00	0	\$ -	
Admin	\$ 21.00	0	\$ -	
TOTAL DIRECT LABOR:				\$ -
6. Overhead (Combined Fringe Benefit & Administrative)				
Overhead Rate			160% X Total Direct Labor	\$ -
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				\$ -
8. PROFIT: Labor Related Costs (Item 7)			10% X (Labor + Overhead)	\$ -
PART III - OTHER COSTS				
9. Miscellaneous Direct Costs				
Transportation			\$ -	
Copying			\$ -	
Shipping & Mail			\$ -	
Miscellaneous Direct Costs Sub Total				\$ -
10. REIMBURSABLE COSTS (Limiting Amount)				
SUBTOTAL REIMBURSABLES				\$ -
PART IV - SUMMARY				
TOTAL AMOUNT OF CONTRACT (Reimbursables/NTE) (Items 7,8,9 and 10)				\$ -

EXHIBIT B-1

CONTRACT FEE SUMMARY FOR COJ CEI VARIOUS CITY PROJECTS



PART I - GENERAL				
1. Project Construction Engineering & Inspection on Various City Projects		2. RFP Number P-29-15		
3. Name of Consultant VIA Consulting Services, Inc.  Subconsultants RS&H, Inc. Eisman & Russo, Inc. CSI Geo, Inc. RDBG Consulting Group, LLC.		4. Date of Proposal 7/27/2015		
PART II - LABOR RELATED COSTS				
5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal	\$ 65.00	0	\$ -	
Senior Project Engineer	\$ 58.50	0	\$ -	
Project Administrator	\$ 43.50	0	\$ -	
Contract Support Specialist	\$ 29.50	0	\$ -	
Senior Inspector	\$ 28.00	0	\$ -	
Inspector	\$ 23.00	0	\$ -	
Admin	\$ 21.00	0	\$ -	
TOTAL DIRECT LABOR				\$
6. Overhead (Combined Fringe Benefit & Administrative) Overhead Rate 160% X Total Direct Labor				\$
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				\$
8. PROFIT: Labor Related Costs (Item 7) 10% X (Labor + Overhead)				\$
PART III - OTHER COSTS				
9. Miscellaneous Direct Costs				
Transportation			\$	
Copying			\$	
Shipping & Mail			\$	
Miscellaneous Direct Costs Sub Total				\$
10. REIMBURSABLE COSTS (Limiting Amount)				
SUBTOTAL REIMBURSABLES				\$
PART IV - SUMMARY				
TOTAL AMOUNT OF CONTRACT (Reimbursables/NTE) (Items 7,8,9 and 10)				\$

CSI Geo, Inc.

2394 St. Johns Bluff Road

Jacksonville, FL 32246

904-641-1834

**FEE SCHEDULE  
VIA CONTRACT FOR COJ LABORATORY TESTING**

<u>FIELD INVESTIGATION</u>	<u>Unit</u>	<u>Cost/Unit</u>
<b>LABORATORY TESTING</b>		
<u>Item Description</u>	<u>Unit Cost</u>	
Standard Proctor	\$	105.00 /each
Modified Proctor (Methods A & B)	\$	110.00 /each
Modified Proctor (Methods C & D)	\$	110.00 /each
Limerock Bearing Ratio (LBR)	\$	325.00 /each
California Bearing Ratio (CBR)	\$	325.00 /each
Sample Pick up Charge/Trip Charge	\$	85.00 /each
Soil Classification	\$	85.00 /each
Atterburg Limits	\$	90.00 /each
Gradation (Fine or Coarse)	\$	60.00 /sample
Hydrometer Analysis	\$	95.00 /sample
Absorption and Specific Gravity	\$	75.00 /sample
Specific Gravity	\$	50.00 /sample
Weight per Cubic Foot	\$	45.00 /sample
Moisture Content of Soils (ASTM D2216/AASHTO T127)	\$	20.00 /sample
Material Finer than No. 200 Sieve	\$	30.00 /sample
pH Determination	\$	25.00 /sample
Organics Content	\$	35.00 /sample
Environmental corrosion (PH, Chlorides, Resistivity, Sulfates)	\$	250.00 /sample
RCRA 8 Metals	\$	350.00 /sample
Volatile Organic Halocarbons	\$	250.00 /sample
Discharge Water Sampling and Testing	\$	600.00 /sample
Discharge Water Sampling and Testing (Rush)	\$	800.00 /sample
Water Sample, Bacterial Analysis	\$	150.00 /sample
Los Angeles Abrasion, Graded Material)	\$	300.00 /sample
Soundness (5 Cycle sodium sulfate)	\$	300.00 /sample
Mortar Strength Comparative (Sand or Mortar)	\$	110.00 /sample
Compressive Strength Test	\$	15.00 /each



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/26/2015

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).

<b>PRODUCER</b> Greyling Insurance Brokerage 3780 Mansell Road Suite 370 Alpharetta GA 30022	<b>CONTACT NAME:</b> Carly Underwood
	<b>PHONE (A/C, No, Ext):</b> (770) 552-4225 <b>FAX (A/C, No):</b> (866) 550-4082 <b>E-MAIL ADDRESS:</b> carly.underwood@greyling.com
<b>INSURED</b> Via Consulting Services, Inc. 10250 Normandy Blvd. Suite 205 Jacksonville FL 32221	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>
	<b>INSURER A:</b> Travelers Indemnity Company      25658
	<b>INSURER B:</b> Travelers Prop Casualty Co America      25674
	<b>INSURER C:</b> Travelers Casualty & Surety Company      19038
	<b>INSURER D:</b> Travelers Casualty & Surety Company      31194
	<b>INSURER E:</b> _____ <b>INSURER F:</b> _____

**COVERAGES**      **CERTIFICATE NUMBER: \*\*15-16**      **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			680-1G162760	8/19/2015	8/19/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA-9E452698	8/14/2015	8/14/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-1G163258	8/19/2015	8/19/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	XAUB-4360T56-8-15	1/1/2015	1/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			105668614	8/19/2015	8/19/2016	Per Claim \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 The City of Jacksonville, The City's members, officials, officers, employees, and agents are named as Additional Insureds on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract. The above referenced liability policies with the exception of professional liability are primary & non-contributory where required by written contract. Waiver of Subrogation is applicable where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium)

<b>CERTIFICATE HOLDER</b>  The City of Jacksonville 117 W. Duval Street Suite 480 Jacksonville, FL 32202	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  David Collings/CARLY <i>David H. Collings</i>

PROCUREMENT DIVISION



August 13, 2015

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

Dear Mayor Curry:

**Ref: P-29-15 Construction Engineering & Inspection on Various City Projects**  
Department of Public Works

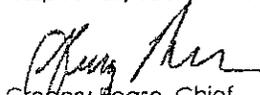
The Professional Services Evaluation Committee met today in Board Room 851 on the eighth floor of the Ed Ball Building, for the purpose of concluding fee and contract negotiations with the number one ranked company for the above-captioned project.

The following motion and/or recommendation was adopted:

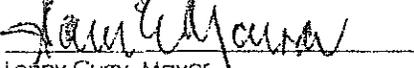
That the City of Jacksonville enter into a contract with VIA Consulting Services, Inc., for Construction Engineering & Inspection on Various City Projects that includes (i) incorporating the attached Scope of Services Identified as Exhibit "A"; (ii) incorporating the attached Contract Fee Schedule Identified as Exhibit "B"; (iii) each project performed under this agreement shall be authorized by an individual Purchase Order with a not-to-exceed cost applicable thereto; (iv) providing the maximum indebtedness of the City pursuant to this agreement is a not-to-exceed amount of \$2,000,000.00; (v) the initial period of service will be for two years from date of execution of the contract with the option to extend such contract for two additional two-year periods upon satisfactory performance by the Consultant. All other terms and conditions are per the RFP and the city's standard contract language. 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 Hease, Chief  
Procurement Division  
Chairman, Professional Services  
Evaluation Committee

APPROVED:

  
Lenny Curry, Mayor

This 13<sup>th</sup> day of Aug., 2015

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

GP: ab

cc: Council Auditor  
Philip Boston, OGC  
James McCain, GAO  
Subcommittee Members