

8216-09

**PROPRIETARY AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE
AND
HDR ENGINEERING, INC.
FOR
PROGRAM MANAGEMENT SERVICES
FOR "BETER JACKSONVILLE"
TRANSPORTATION AND ROAD WIDENING PROJECTS
IN NORTH AND WEST AREAS**

THIS PROPRIETARY AGREEMENT (hereinafter the "Agreement") is made and entered into in duplicate this 22 day of May, 2015, retroactive to January 1, 2015, by and between the CITY OF JACKSONVILLE, a municipal corporation in Duval County, Florida (hereinafter the "CITY"), and HDR ENGINEERING, INC., a profit corporation registered to do business in the State of Florida with an office at 200 West Forsyth Street, Suite 800, Jacksonville, Florida 32202 (hereinafter the Program Management Consultant or "PMC"), for program management services for "Better Jacksonville" transportation and road widening projects in the north and west areas (hereinafter the "Project").

RECITALS:

WHEREAS, on November 6, 2001, the parties entered into City Contract #8216 for the Project; and

WHEREAS, City Contract #8216 expired on December 31, 2014, with no renewal options remaining; and

WHEREAS, Hammond Boulevard/Crystal Springs Road Phase 2 (hereinafter "Phase 2") of the Project has not been completed; and

WHEREAS, PMC is best qualified to complete Phase 2 because of its past and current work on the Project; and

WHEREAS, it is in the best interests of the City to enter into this Agreement so as to allow PMC to complete Phase 2; now therefore

IN CONSIDERATION of the premises and of the mutual covenants and agreements hereinafter contained, the CITY hereby engages PMC for professional services for Phase 2 in accordance with the following:

SECTION O

INCORPORATION OF RECITALS

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

SECTION 1 BASIC SERVICES OF THE CONSULTANT

1.01 STATEMENT OF CONSULTANT SERVICES

PMC 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. 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. PMC shall be responsible for providing the equipment, supplies, personnel (including management, employees, and training), and other resources as necessary to provide the Services. PMC accepts the special relationship established between itself and the CITY by this Agreement. PMC 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. PMC shall employ sound business administration and superintendence to complete Phase 2 in a manner consistent with the best interests of CITY.

1.02 PERIOD OF SERVICE

This Agreement shall be effective as of January 1, 2015, and shall continue and remain in full force and effect until Phase 2 is completed and accepted as completed by CITY or until December 31, 2015, whichever comes first.

1.03 COMMENCEMENT OF WORK: N/A

1.04 GENERAL REQUIREMENTS

PMC shall serve as CITY's professional representative on Phase 2 of the Project and shall consult with CITY during the performance of its services. PMC warrants that it now has or will secure at its own expense all personnel and facilities required to perform all services under this Agreement. PMC 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. PMC 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. PMC shall designate in writing to CITY such representative who shall be authorized to act on behalf of PMC on any matter covered by this Agreement.

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

1.04.01.01. 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.

1.04.01.02. Attend all meetings and conferences as arranged and required by CITY during the progress of the work hereunder in order to establish Phase 2 criteria, to review CITY and State standards, to secure agreement upon the comprehensive and detailed basis of PMC's services, and to discuss any other matters relating to the work.

1.04.01.03. Provide CITY with written memoranda to confirm and record the understandings and agreements resulting from meetings and conferences related to Phase 2.

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

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

1.04.02. In addition to Phase 2 delivery requirements otherwise specified, PMC 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 National Geodetic Vertical Datum (NGVD).

1.05. STUDY (CONCEPTUAL DESIGN) PHASE

If the Study (Conceptual Design) Phase is included under Section 3 hereof, PMC shall:

1.05.01. Consult with CITY to determine CITY's requirements for Phase 2 and to establish general design criteria and standards for use on Phase 2.

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

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

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

1.05.05. 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.

1.05.06. Review the provisions of Part 12, Zoning Code (Landscape and Tree Protection Regulations) and determine possible impacts on Phase 2. A tree survey is not required during this phase.

1.05.07. 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, attached hereto as **Exhibit A**.

1.06 FINAL DESIGN (CONSTRUCTION DOCUMENTS AND BIDDING) PHASE

If the Final Design (Construction Documents and Bidding) Phase is included under Section 3 hereof, PMC shall:

1.06.01. Prepare surveys, including location of trees and other investigations as needed for the design of Phase 2, and verify as to accuracy, reliability, and margin of error before any design work commences.

1.06.02. Submit maps or site plans of real property which identify all parcels of land or easements to be acquired along with a legal description of each such parcel not later than 60% submittal stage.

1.06.03. 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 from such authorities as have jurisdiction over Phase 2.

1.06.04. 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.

1.06.05. Furnish with each submittal a statement signed by PMC that PMC has reviewed and agrees with the information submitted from PMC's subconsultants.

1.06.06. Advise CITY of any adjustment of the cost estimate for Phase 2 caused by changes in scope, design requirements, construction costs, or other matters, and furnish a revised cost estimate for Phase 2 based on such.

1.06.07. Upon approval by CITY of 90% construction documents, prepare for incorporation in the Contract Documents final construction drawings and plans (hereinafter the "Drawings") to show work to be performed by contractors on Phase 2 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 PMC and submitted to

CITY for its approval. A proposed complete draft of Specifications, as required by the Scope of Services, shall be prepared by PMC and submitted to CITY for its approval. All unit priced bid quantities submitted shall be signed and sealed for accuracy.

1.06.08. After approval of all Drawings and Specifications by CITY, produce, assemble, and deliver to CITY Drawings and Specifications as required by the Scope of Services.

1.06.09. At CITY's option and at no additional cost to CITY, modify the Drawings and Specifications so as to reduce the cost of Phase 2 to not more than an amount approved by CITY. All such modifications shall be subject to the approval of CITY.

1.07. CONTRACT ADMINISTRATION PHASE

If the Contract Administration Phase is included under Section 3 hereof, PMC shall:

1.07.01. Represent CITY as its Contract Administrator, including, without limitation, interpreting Drawings and Specifications and issuing instructions to contractors performing construction work.

1.07.02. Make periodic visits to the Phase 2 site for 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 PMC, 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, PMC 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 PMC'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. PMC shall take reasonable steps necessary to require that the contractor corrects such work at the contractor's expense.

1.07.03. Check all shop drawings, diagrams, illustrations, brochures, catalog data, schedules and 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 Phase 2.

1.07.04. Based on PMC'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 contractors' applications for payment.

1.07.05. Make an inspection to determine if Phase 2 is substantially complete, and a final inspection to determine if Phase 2 has been fully completed in substantial accordance with the Contract Documents and whether the contractor has fulfilled all of its obligations thereunder so that PMC may recommend approval in writing of final payment to the contractor.

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

1.07.07. Take all steps necessary for the finalization of Record drawings within the one-month period following the date of final acceptance of Phase 2 by CITY. Such period includes the time required by the contractor to prepare, check, and submit its Record construction data and deliver same to PMC to review, approve, and forward Record as-built drawings to CITY. Should said as-built drawings not be approved by CITY, PMC shall take whatever steps

are necessary to correct the as-built drawings and resubmit them to CITY until such are approved.

1.07.08. Participate in and conduct a warranty inspection eleven (11) months after Phase 2 has been completed.

1.08. RESIDENT PROJECT REPRESENTATION

If Resident Project Representation is included under Section 3 hereof, PMC shall furnish not less than one Resident Project Representative on the Phase 2 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.

1.09. TECHNICAL SUPPORT SERVICES DURING CONSTRUCTION

If Technical Support Services During Construction is included under Section 3 hereof, PMC shall:

1.09.01. 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.

1.09.02. Make periodic visits to the Phase 2 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.

1.09.03. Provide technical assistance to CITY when requested.

SECTION 2

CITY'S RESPONSIBILITIES

CITY shall:

- 2.01. Advise as to its requirements for the work.
- 2.02. Assist PMC by placing at its disposal all available information pertinent to the site of the work which CITY may have.
- 2.03. Make reasonable efforts to obtain access on both public and private land as necessary for PMC to perform its work under this Agreement.
- 2.04. Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by PMC and render written decisions pertaining thereto within a reasonable time so as not to delay the work of PMC. CITY's review of any documents prepared by PMC 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 PMC of its ultimate responsibility for the accuracy, adequacy, fitness, suitability, and coordination of its work product.
- 2.05. Provide such legal, accounting, and insurance counseling services as may be required for the work and such auditing services as the CITY may require for its own benefit.
- 2.06. 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.
- 2.08. Assist PMC in securing approval of all governmental authorities having jurisdiction over Phase 2 and such approvals and consents from such other individuals or bodies as may be necessary for completion of the work.

2.09. Furnish or direct PMC 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 3 PAYMENT FOR SERVICES OF PMC

3.01. CITY shall pay to PMC in increments proportional to satisfactory completion and as actually, timely, and faithfully rendered for Services, as specified in Section 1 of this Agreement and as described in **Exhibit A**, the fees detailed in the Contract Fee Summary, attached hereto as **Exhibit B** and incorporated herein by this reference. Payment of the fees is contingent upon PMC's final completion of the work. Such acceptability to, and acceptance by, CITY may not be unreasonably denied.

3.02. PMC shall submit invoices for payment or reimbursement under this subsection on an "as incurred" basis. Such invoices shall be combined with PMC's regular invoices as set forth in Subsection 3.04 hereof. The cost of services provided by PMC shall be paid at the rates (including direct labor, indirect costs, and profit) shown in the "Contract Fee Summary Format".

The cost of services provided to PMC by others shall be reimbursed at the invoiced amount without markup by PMC. Travel expenses, if provided for as a reimbursable expense in **Exhibit B**, 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.

3.03. PMC shall submit written invoices 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.

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

3.05. The maximum indebtedness of CITY for all Services to be performed pursuant to this Agreement shall not exceed the sum of ONE HUNDRED FORTY-SEVEN THOUSAND SIX HUNDRED FORTY-SIX AND 41/100 DOLLARS (\$147,646.41).

SECTION 4 ADDITIONAL SERVICES OF PMC

4.01 AUTHORIZED ADDITIONAL SERVICES

If authorized in writing by CITY, PMC 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.

4.01.01. Provide additional or extended services during construction made necessary by: (1) work damaged during construction; (2) defective or neglected work of the construction contractor; and, (3) acceleration of the work schedule involving services beyond normal working hours.

4.01.02. 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.

4.01.03. 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.

4.01.04. Provide additional services in connection with Phase 2, including services normally furnished by CITY and services not otherwise provided for in this Agreement.

SECTION 5 GENERAL CONDITIONS

5.01 TERMINATION AND SUSPENSION

5.01.01. 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 the CITY shall give written notice to the 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 the CITY for any reason whatsoever. In the event of any such termination, the CONSULTANT shall be paid by the CITY for all services actually, timely, and faithfully rendered up to receipt of the notice of termination, and thereafter until the date of termination, the CONSULTANT shall be paid only for such services as are specifically authorized in writing by the CITY.

5.01.02. This Agreement or any portion hereof may be suspended from time to time for various periods of time in the event that Phase 2 is delayed, postponed, or otherwise adversely

affected permanently or temporarily by action of CITY. In the event of any such suspension, PMC 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.

5.01.03. If CITY fails to issue a written Notice to Proceed in the form of a purchase order to PMC within six (6) calendar months from the date first above written or if CITY suspends work under this Agreement for a period of at least six (6) calendar months once work has commenced, PMC shall have the right at its option to terminate this Agreement by giving written notice thereof to CITY. The giving of such written notice to terminate by PMC shall eliminate all further rights and obligations of the parties hereunder other than PMC's obligations under subsections 5.4, 5.5, 5.7, 5.8, 5.9 and 5.12.

5.02 OWNERSHIP OF DOCUMENTS

PMC 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 PMC 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). PMC 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 with the current CADD standards of the Engineering Division. All such documents shall become the property of CITY. PMC shall not be liable for any re-use of such documents for other than the specific purpose intended without PMC's written verification or adaptation thereof.

5.03 ESTIMATES

Since PMC has no control over the cost of labor, materials, or equipment, or over contractor's methods of determining prices, or over competitive bidding or market conditions, the estimates of construction costs provided for herein are to be made on the basis of PMC's experience and represent its best judgment as a design professional familiar with the construction industry. PMC does not guarantee that bids will not vary from its cost estimates and has no liability other than as set forth in Section 1.6.12 of this Agreement in the event that bids do so vary.

5.04 INDEMNIFICATION

5.04.01. PMC shall indemnify and hold harmless CITY, its officers, employees, successors, and assigns from, and will reimburse CITY, its officers, employees, successors and assigns for, liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of PMC and other persons employed or utilized by PMC in the performance of this Agreement.

5.04.02. All indemnification provisions contained in this Section 5.04 are separate and apart from, and are in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This section 5.04 relating to Indemnification shall survive the term of this Agreement and any holdover and/or Agreement extensions thereto, whether such term expires naturally by the passage of time or is terminated earlier pursuant to the provisions of this Agreement.

5.05 INSURANCE

5.05.01 Without limiting its liability under this Agreement, PMC shall procure and maintain during the life of this Agreement insurance of the types and in amounts no less than those stated below:

<u>Schedule</u>	<u>Limits</u>
Workers' Compensation	Florida Statutory Coverage
Employer's Liability (including appropriate federal acts)	\$100,000 Each Accident \$500,000 Disease Policy Limit \$100,000 Each Employee/Disease

PMC's insurance shall cover PMC (and to the extent its subcontractors of any tier are not otherwise insured, its subcontractors) 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, coverage is to be included for the Federal Employers' Liability Act and any other applicable federal or state law where appropriate.

Commercial General Liability: ISO Form CG0001 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 those which, under an ISO Filing, must be attached to the policy (i.e., mandatory endorsement).

Commercial General Liability	\$1,000,000 Per Occurrence
Premises-Operations	\$2,000,000 Aggregate
Products-Completed Operation	
Contractual Liability	
Independent Contractors	
Automobile Liability	\$1,000,000 Combined Single Limit
All autos-owned, hired or used	

CITY shall be endorsed as an additional insured under all of the above Commercial General Liability coverage and Automobile Liability. Such insurance shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of CITY.

Professional Liability \$1,000,000 per Claim & Aggregate
(and Employee Benefits Plan Liability)

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 and with a three year reporting option beyond the annual expiration date of the policy. The coverage shall include additional coverage for Network and Information Security Offenses and Electronic Data (products) E&O.

Valuable Papers \$100,000 per Occurrence

CITY shall be named as an additional insured under Valuable Papers coverage.

5.05.02. Depending upon the nature of any aspect of Phase 2 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.

5.05.03. Said insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, 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 work on Phase 2,

Certificates of Insurance approved by CITY's Division of Risk Management demonstrating the maintenance of said insurance shall be furnished to CITY. PMC shall provide an endorsement issued by the insurer to provide CITY thirty (30) days' prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal.

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

5.06 SUCCESSORS AND ASSIGNS

CITY and PMC 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 PMC 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 PMC.

5.07 NON-DISCRIMINATION PROVISIONS

5.07.01. PMC 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 such policy applies to all areas of employee relations throughout the term of this Agreement.

5.07.02. On written request, PMC shall permit access to its records of employment, employment advertisements, application forms, and other pertinent data and records by CITY's

Executive Director of the Community Relations Commission for the purpose of investigation to ascertain compliance with the non-discrimination provisions of this Agreement. PMC 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.

5.07.03. PMC 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.

5.08. PROMPT PAYMENT TO SUBCONSULTANTS, ETC.

5.08.01 Generally. When PMC receives payment from CITY for labor, services, or materials furnished by subconsultants, subcontractors, and suppliers hired by PMC, PMC shall remit payment due (less proper retainage) to those subconsultants, subcontractors, and suppliers within fifteen (15) calendar days after PMC's receipt of payment from CITY. Nothing herein shall prohibit PMC from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subconsultants, subcontractors, and suppliers. In the event of such a dispute, PMC may withhold the disputed portion of any such payment only after PMC has provided notice to CITY and to the subconsultant, subcontractor, or supplier whose payment is in dispute, which 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 subconsultant, subcontractor, or supplier within ten (10) calendar days after PMC's receipt of payment from CITY. PMC shall pay all undisputed amounts due within the time limits imposed by this section.

5.08.02. Jacksonville Small Emerging Business ("JSEB") and Minority Business Enterprise ("MBE") Participation. Notwithstanding Chapter 126, Part 6, *Ordinance Code*, PMC

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 PMC'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 PMC, PMC shall provide to CITY with its requisition for payment, documentation that sufficiently demonstrates that PMC has made proper payments to its certified JSEB's or certified MBE's from all prior payments that PMC has received from CITY. PMC shall not unreasonably withhold payments to certified JSEB's or certified MBE's if such payments have been made to PMC. If PMC withholds payment to its certified JSEB's or certified MBE's, which payment has been made by CITY to PMC, PMC shall return said payment to CITY. PMC shall provide notice to CITY and to the certified JSEB or certified MBE whose payment is in dispute, which 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 PMC's receipt of payment from CITY. PMC 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 PMC 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.

5.08.03. 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 PMC's failure to make timely payments hereunder. However, PMC's failure to comply with these Prompt Payment requirements shall constitute a material breach of PMC's contractual obligations to CITY. As a result of said breach, CITY, without waiving any other available remedy it may have against PMC, may (i) issue joint checks and (ii) charge PMC a 0.2% daily late payment interest charge or the other charges specified in Chapter 126, *Ordinance Code*, for JSEB's and MBE's, and Chapter 218, Florida Statutes, for non-JSEB's or non-MBE's, whichever is greater.

5.09 RETENTION OF RECORDS

PMC 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 at all reasonable times during the period of this Agreement and for three (3) years from the date of final payment under this Agreement for inspection, copying, and/or audit by CITY.

5.10 COMPLIANCE WITH STATE AND OTHER LAWS

In the provision of the Services, PMC 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.

5.11 SETTLEMENT OF CLAIMS

In any case where PMC 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, PMC shall notify CITY in writing before it begins the work on which it bases the claim. PMC 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, PMC 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.

5.12 ACCURACY OF WORK

5.12.01. PMC shall be responsible for the accuracy of its work, including work by any subcontractors, and shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of PMC or subcontractors without additional compensation. Acceptance of the work by CITY shall not relieve PMC of the responsibility for subsequent corrections of any such errors and the clarification of any ambiguities.

5.12.02. At any time during the construction of Phase 2 provided for by the Contract Documents or during any phase of work performed by others based on data furnished by PMC under this Agreement, PMC shall confer with CITY for the purposes of interpreting the information furnished and/or correcting any errors and/or omissions made by PMC. PMC shall prepare all drawings or data to correct its errors and/or omissions without added compensation even though final payment may have already been received therefor.

5.12.03. PMC shall be and shall remain liable, in accordance with applicable law, for all damages to CITY caused by PMC's breach of contract or its negligent performance of any of the services furnished under this Agreement. PMC shall not be responsible for any time delays in Phase 2 caused by circumstances beyond PMC's control.

5.13 PUBLIC UTILITIES AND PERMITTING AUTHORITIES

Where privately, publicly, or cooperatively owned utility companies will require re-arrangements in connection with the proposed construction and when certain permits will be required for construction, PMC 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. PMC 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, PMC shall participate in such negotiations at the request of CITY.

5.14 PROHIBITION AGAINST CONTINGENT FEES

PMC warrants that it has not employed or retained any company or person other than a bona fide employee working solely for PMC 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 PMC 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.

5.15 TRUTH IN NEGOTIATION CERTIFICATE

PMC understands and agrees that execution of this Agreement by PMC 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, PMC 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, PMC 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.

5.16 INDEPENDENT CONTRACTOR

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

5.17 PMC DEFINED

As used herein, the term "PMC" shall include, but not be limited to, HDR Engineering, Inc., its officers, employees, agents, subcontractors, and other persons, firms, partnerships, corporations, or entities working for or on behalf of PMC, and shall include the words "Engineer", "Architect", "Planner", "Landscape Architect", or other term as appropriate.

5.18 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 who physically prepared this Agreement.

5.19 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: 1) fully executed amendments, 2) the provisions of this Agreement, and 3) exhibits in decreasing order of precedence.

5.20 AMENDMENTS

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

5.21. ETHICS PROVISION FOR PROFESSIONAL SERVICES

PMC by affixing its signature to this Agreement 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*.

5.22 COOPERATION WITH COUNSEL FOR THE CITY

PMC 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 Phase 2. PMC 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.

5.23 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.

5.24 ENTIRE AGREEMENT

This Agreement represents the entire agreement by and between the parties with respect to Phase 2. 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.

5.25 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.

5.26 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.

5.27 NON WAIVER

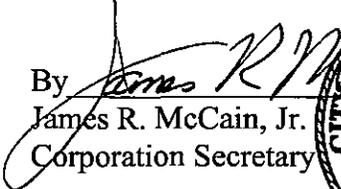
Failure by either party to insist upon strict performance of any of the provisions hereof, either party's failure or delay in exercising any rights or remedies provided herein, the CITY's payment for the services or any part or combination thereof, or any purported oral modification or rescission of 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.

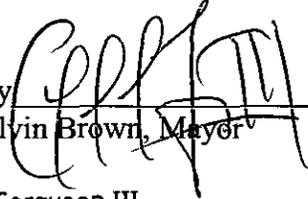
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the day and year first above written.

ATTEST:

CITY OF JACKSONVILLE

By 
James R. McCain, Jr.
Corporation Secretary

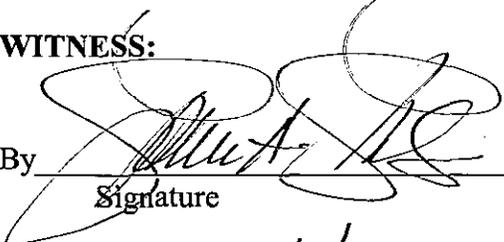


By 
Alvin Brown, Mayor

Cleveland Ferguson III
Deputy Chief Administrative Officer
For: Mayor Alvin Brown
Under Authority of:
Executive Order No. 2015-01

WITNESS:

HDR ENGINEERING, INC.

By 
Signature
LAURIE A. LUHRS
Type/Print Name
SR. ADMINISTRATOR
Title

By Carol C. Worsham
Signature
CAROL C. WORSHAM
Type / Print Name
VICE PRESIDENT
Title

Encumbrance and funding information for internal City use:

Account

Amount \$147,646.41

This above stated amount is the maximum fixed monetary amount of the foregoing contract.

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.

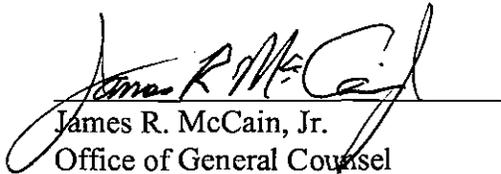


Director of Finance

City Contract # 8216-09

RB

Approved as to form:



James R. McCain, Jr.
Office of General Counsel

EXHIBIT "A"
SCOPE OF SERVICES

**PROGRAM MANAGEMENT SERVICES FOR
TRANSPORTATION & ROAD WIDENING PROJECTS
CITY OF JACKSONVILLE, FLORIDA**

PROGRAM DESCRIPTION

The scope of services includes professional services necessary to oversee the study, design, right-of-way acquisitions & relocations and construction of the road widening projects located north & west of the St. Johns River. This Scope of Services amends the Interim Authorization and is intended to continue through the construction closeout and warranty periods of all projects constructed in the Better Jacksonville Plan.

I. SCOPE OF PROGRAM MANAGEMENT SERVICES

The following is a list of the scope of services:

A.1 Financial and Accounting Support Services

- A.1.1 Work with program participants to validate program requirements and budgets
- A.1.2 Advise City of design changes that require a variance in approved budgets
- A.1.3 Maintain up-to-date project accounts clearly showing remaining balances

A.2 Schedule Support Services

- A.2.1 Establish and maintain a five to ten item schedule per project
- A.2.2 Monitor schedule compliance and report any variances to the City
- A.2.3 Obtain schedules from JEA, FDOT, JTA and other agencies to ensure coordination of construction with adjacent projects

A.3 General Administrative Services

- A.3.1 Comply with minority and small business participation programs
- A.3.2 Attend Program related production meetings with City staff
- A.3.3 Provide administrative support for design management services
- A.3.4 Provide administrative support for community involvement services
- A.3.5 Provide administrative support for construction engineering and inspection services
- A.3.6 Coordinate with City's permitting services consultant
- A.3.7 Coordinate with City's other program management teams

A.4 Pre-Design and Selection Support Services

- A.4.1 Assist City in negotiations of scope of work, fee, and terms of contract agreements with design consultants selected by the City
- A.4.2 Recommend City accept or reject design consultants' final fee proposals
- A.4.3 Assist in drafting contract agreements between City and design consultants for design of Projects for the City's Office of General Counsel

EXHIBIT "A"

SCOPE OF SERVICES

- A.5 Design Support Services**
- A.5.1 Issue Notices to Proceed to successful consultants for each project**
- A.5.2 Enforce and perform terms of design contracts between the City and design consultants**
- A.5.3 Review and determine validity of design consultants' claims for extra work and/or extensions of time for performance of services**
- A.5.4 Develop and issue Requests for Proposals (RFP) for supplemental services as needed**
- A.5.5 Review and evaluate appropriateness of fee proposals for supplemental services as submitted by design consultants**
- A.5.6 Negotiate with design consultants regarding fee proposals and/or adjustments in time for performance of services**
- A.5.7 Ensure that proposals for additional fees submitted by design consultants contain required minority business enterprise participation**
- A.5.8 Assist in drafting amendments for supplemental services for review and approval by the City's Office of General Counsel**
- A.5.9 Monitor design consultants' performance in all facets of design and adherence to schedules**
- A.5.10 Review and comment on the preparation of plans by design consultants at the study phase and 50% and 100% completion stages**
- A.5.11 Review, comment and coordinate with the City on the preparation of right-of-way plans at 50% design phase**
- A.5.12 Review and comment on the preparation of preliminary and final construction cost estimates**
- A.5.13 Advise and consult with the design consultants on questions of engineering with respect to project design intent**
- A.5.14 Review design consultants' requests for periodic progress payments, correct any errors or ambiguities thereon, notify City that the pay request has been reviewed, the payment requested is appropriate and correct for the work which has been satisfactorily completed, and recommend that the City make payment to the design consultant**
- A.5.15 Upon satisfactory completion of plans, specifications, cost estimates and contract documents, advise that the contract documents and cost estimate are complete and recommend that project be advertised for bids**
- A.5.16 Perform geotechnical advisory support services as directed on a cost reimbursable basis**
- A.5.17 Perform surveying or surveying support services as directed on a cost reimbursable basis**
- A.5.18 Require Design Consultants to identify the obvious right-of-way takings at the study phase submittal**
- A.5.19 Review and concur that right-of-way is needed**
- A.5.20 Ensure designer performs or adjusts site and boundary surveys and legal descriptions as necessary for acquisition/closing**

EXHIBIT "A"

SCOPE OF SERVICES

A.6 Bid Support Services

- A.6.1 Conduct pre-bid conferences as required
- A.6.2 Answer bidder inquiries and Requests for Information (RFI's) based on design consultant input as necessary
- A.6.3 Coordinate with the design consultant and assist the designer in the issuing and distributing of addenda to the bid documents as necessary
- A.6.4 Review all bids for cost and compliance with all terms of the bid documents, including meeting any required minority business enterprise participation
- A.6.5 Recommend the lowest responsive bid for each project, which is in the City's best interest to accept
- A.6.6 Issue Notice to Proceed to Contractors

A.7 Community Involvement Administrative Services

- A.7.1 Assist the City's Community Involvement Coordinator in preparing and printing a reasonable amount of flyers, including coordination of bulk mailing of meeting announcements, hand-outs, or other descriptive materials for the distribution to attendees at public information meetings pertaining to BJP projects in the Program
- A.7.2 Assist the City's Community Involvement Coordinator in arranging public meetings during the design phase of each project for the purpose of keeping stakeholders informed as to the status of each project
- A.7.3 Assist the City's Community Involvement Coordinator in arranging public meetings during the pre-construction phase of each project for the purpose of keeping stakeholders informed as to the details and schedule of construction activities
- A.7.4 Assist in developing communications strategy for each project including site visits, community demographics, project overview and identification of outstanding issues
- A.7.5 Assist the City's Community Involvement Coordinator in providing media alerts for significant actions such as road closures, lane closures, construction activities, etc, connected with all projects

A.8 Permitting Services (By Others)

A consultant under direct Contract with the City will perform the following permitting services. HDR shall coordinate, communicate, and cooperate extensively to achieve the goal of developing a comprehensive storm water-permitting plan for all projects in the program. If a consultant is not identified by the City, HDR may be required to perform the following services under a separate work order.

- A.8.1 Develop a comprehensive storm water permitting plan for all projects in the program, which emphasizes the construction of a few large regional ponds rather than several small ponds for each individual project
- A.8.2 Develop a comprehensive wetlands permitting plan for all projects in the program, which emphasizes mitigation banking and credits rather than creating "pocket" wetlands on individual projects with wetlands impacts

EXHIBIT "A"

SCOPE OF SERVICES

- A.8.3 Create a link in the program comprehensive permitting plans, which supports and progresses the intent of the City's "Preservation Project"
- A.8.4 Prepare applications and supporting documentation necessary for obtaining comprehensive permits
- A.8.5 Prepare construction documents necessary for the construction of comprehensive permit ponds
- A.8.6 Guide design consultants on each individual project through the permitting process to ensure that designs are proceeding in accordance with the comprehensive permits
- A.8.7 Review permit application and documentation packages prepared by design consultants for conformance to approved comprehensive permitting plan
- A.8.8 Provide any other permitting services that are needed the completion of the Program

A.9 Miscellaneous Services

In addition to the services listed above, any other services may be added to the scope on a task order or supplemental basis. Payment for these services will be made based on negotiated lump sum amounts or cost plus basis. The additional services may include, but are not limited to the following:

- A.9.1 Topographic Mapping and Surveys
- A.9.2 Environmental Permitting
- A.9.3 Program Management Services, Construction Administration Services, Right of Way Acquisition Services for JEA, Bell South and AT&T Broadband
- A.9.4 Management of Utility Location Services
- A.9.5 Design Services, Including Lighting, Drainage, Roadway, Drainage, etc.
- A.9.6 Program Management, Design and Construction Management Services for City Projects outside the Better Jacksonville Plan

II. SCOPE OF RIGHT-OF-WAY ACQUISITION SERVICES

An estimate based on assumed right of way acquisition services is included in Exhibit "D-2". At the time of completion of the right-of-way maps, actual parcel takes will be identified and quantified. Actual fees will be adjusted based on the actual number and type of parcels and corresponding rates.

- B.1 Assist the City personnel to place the project in a legal posture to acquire private property by eminent domain
- B.2 Prepare packages for condemnation early enough to minimize delay
- B.3 Ensure Design Consultant prepares legal descriptions
- B.4 Review design engineers easement and/or boundary surveys as necessary for acquisition/closing
- B.5 Set up property acquisition files
- B.6 Arrange appraisals on all parcels, which the City will reimburse the Program Manager for actual costs under Exhibit "D-2"

EXHIBIT "A"
SCOPE OF SERVICES

- B.7 Obtain title searches on parcels to be acquired, which the City will reimburse the Program Manager for actual costs under Exhibit "D-2"
- B.8 Negotiate with property owners for purchase of private properties
- B.9 Prepare options to purchase and sales agreements for properties satisfactorily negotiated and submit to City for approval
- B.10 Arrange closing on negotiated parcels
- B.11 Recommend unreasonably or impossibly obtainable parcels to the City for acquisition by eminent domain and prepare suit packages
- B.12 Provide recorded deeds and assist the City in adding property to the City's property inventory
- B.13 Coordinate relocation services for existing residents or businesses in accordance and the City's Comprehensive Plan
- B.14 Arrange for asbestos testing and abatement on structures acquired by the City, when necessary for an additional fee
- B.15 Arrange for the demolition of structures acquired by the City, when necessary for an additional fee

III. SCOPE OF CONSTRUCTION ENGINEERING & OBSERVATION SERVICES

A lump-sum budget for Construction Engineering & Observation Services is included in Exhibit "E-1". Each Contract budget may be adjusted based on the actual construction period and on current rates. The level of observation is based on part-time staff level. Each Contract will have four staff members assigned to it on a part-time basis to include a Construction Manager, a Construction Engineer, a Construction Observer/Inspector and an Administrator. Their level of effort is 12.5% for a Construction Manager, 12.5% for a Construction Engineer, half time for an Observer/Inspector and 20% for Administrative Support. The following items will be monitored on a part-time as needed basis in accordance with the Contractor's contract work schedule. Additionally, a limiting amount for testing is established for each contract. Reimbursement will be made for actual testing costs performed by testing firm.

- C.1 Monitor Contractors to ensure that they maintain a neat construction site
- C.2 Schedule and conduct pre-construction activities meetings as necessary
- C.3 Enforce the terms of the Contracts between the City and its Contractors
- C.4 Review or coordinate Designer review and distribute shop drawings submitted by Contractors to all parties as necessary for conformance to the specifications
- C.5 When possible, answer RFI's or coordinate answers with Design Consultants, in a timely manner
- C.6 Provide qualified construction observers to monitor that construction is proceeding in accordance with the Contract Documents
- C.7 When required, advise Contractor to remove and replace defective work, which does not meet specifications, or is otherwise incorrectly constructed
- C.8 Review claims and disputes, and recommend necessary actions

EXHIBIT "A"
SCOPE OF SERVICES

- C.9 Review change orders and recommend action to the City as to the necessity for such changes, including substantiation of time, costs and revisions to contract documents
- C.10 In coordination with the City's Community Involvement Coordinator, meet with property owners, businesses to resolve complaints and issues relating to the projects construction activities
- C.11 Arrange or administer construction materials testing to determine if materials installed meet the requirements of the Contract Documents
- C.12 Review Contractors' requests for monthly progress payments and, if appropriate, certify the pay application is correct and transmit to City with recommendation for payment
- C.13 Review Contractors' pay requests for compliance with minority business enterprise participation requirements
- C.14 Review Contractors' proposals for additional work or change orders for compliance with minority business enterprise participation requirements
- C.15 Adjust requests for monthly progress payments, as necessary, to align amount of pay requested with actual progress of construction satisfactorily performed
- C.16 In the event of the need to revise Contract Drawings during construction, issue original drawings to the design consultant for revision
- C.17 Obtain the revised originals from the design consultant
- C.18 Review the changes and corrections on behalf of the City
- C.19 Issue new prints from the design consultant of the revised drawings to all concerned parties
- C.20 Based on Contractors' approved schedule, provide monthly progress schedules to the City's Project Manager
- C.21 Monitor Contractors' preparation of in-progress as-built drawings during construction to ensure that final as-built drawings on mylar can be easily produced
- C.22 Prior to completion of the Contract, obtain and review as-built drawings on mylar for conformance with the Contract Documents and recommend approval/disapproval to the City
- C.23 When appropriate, recommend that the City make final payment on a Contract
- C.24 Collect all documents and deliverables including release of liens and consent of surety from the Contractors prior to recommending final payment
- C.25 Deliver all final documents, including construction drawings, specifications and projects files to the City at the end of the program
- C.26 Prepare and deliver final financial accounting reports to the City for each contract at the end of the program
- C.27 Develop a punch list of defective items at the end of each Contract and insure repairs are made by the Contractor prior to final payment
- C.28 Insure that Contractor repairs or addresses all punch list items in a timely manner

EXHIBIT B
CONTRACT FEE SUMMARY FOR DEPARTMENT OF PUBLIC WORKS
CITY OF JACKSONVILLE, FLORIDA

PART I - GENERAL				
1. Project: Crystal Springs Road Phase 2 CEI Services		2. Proposal Number P-26-15		
3. Name of Consultant HDR Engineering, Inc.		4. Date of Proposal 01/01/15		
PART II - LABOR RELATED COSTS				
5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Project Manager	\$54.94	350.00	\$19,229.00	
Project Control	\$20.57	200.00	\$4,114.00	
Outreach Coordinator	\$17.43	0.00	\$0.00	
Sr. Construction Rep.	\$45.08	400.00	\$18,032.00	
Project Representative	\$32.20	1,600.00	\$51,520.00	
Field Representative	\$34.56	0.00	\$0.00	
TOTAL DIRECT LABOR		2,550 Hours		\$92,895.00
6. Overhead (Combined Fringe Benefit & Administrative)				
Office Overhead Rate	166.50 % x Total Office Labor			\$68,889.38
Field Overhead Rate	117.50 % x Total Field Labor			\$60,536.00
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				\$222,320.38
8. PROFIT: Labor Related Costs (Item 7) x 10.0%				\$22,232.04
PART III - OTHER COSTS				
9. Miscellaneous Direct Costs				
Office Expenses & FCCM (13.990% x Direct Office Labor)	\$		5,788.36	
Field Expenses & FCCM (30.601% x Direct Field Labor)	\$		15,765.64	
	\$			
	\$			
	\$			
MISCELLANEOUS DIRECT COSTS SUB-TOTAL				\$21,554.00
10. SUBCONTRACTS				
SUB-CONTRACT SUB-TOTAL				\$0.00
TOTAL NOT-TO-EXCEED AMOUNT (Items 5, 6, 8, 9 and 10)				\$266,106.41
11. REIMBURSABLE COSTS (Limiting Amount)				
Miscellaneous Services	\$		15,000.00	
SUB-TOTAL REIMBURSABLES				\$15,000.00
PART IV - SUMMARY				
Amount of Amendment No. 22 - Contract No. 8216				\$281,106.41
Total Spent from Amendment No. 22 - Contract No. 8216				\$133,460.00
Amount Remaining for Proprietary Contract				\$147,646.41



CERTIFICATE OF LIABILITY INSURANCE

6/1/2015

DATE (MM/DD/YYYY)

4/23/2015

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).

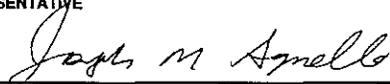
PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Hartford Fire Insurance Company		19682
INSURER B : Travelers Property Casualty Co of America		25674
INSURER C : New Hampshire Insurance Company		23841
INSURER D : Lexington Insurance Company		19437
INSURER E : National Union Fire Ins Co Pittsburgh PA		19445
INSURER F :		

COVERAGES HDRIN01 **CERTIFICATE NUMBER:** 13454881 **REVISION NUMBER:** XXXXXXXX

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 <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	N	N	37CSEQU0950	6/1/2014	6/1/2015	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
								\$
A A A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	N	N	37CSEQU0951 (AOS) 37CSEQU0952 (HI) 37CSE1160 (MA)	6/1/2014 6/1/2014 6/1/2014	6/1/2015 6/1/2015 6/1/2015	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$ XXXXXXXX
							BODILY INJURY (Per accident)	\$ XXXXXXXX
							PROPERTY DAMAGE (Per accident)	\$ XXXXXXXX
								\$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	N	N	ZUP-10R64084-14-NF (EXCLUDES PROF. LIAB)	6/1/2014	6/1/2015	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$ XXXXXXXX
C C E	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	027527762 (AOS) 027527764 (ME) 027527763 (CA)	7/1/2014 7/1/2014 7/1/2014	7/1/2015 7/1/2015 7/1/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	ARCHS & ENGS PROFESSIONAL LIABILITY	N	N	061853691	6/1/2014	6/1/2015	PER CLAIM: \$1,000,000. AGG:	\$1,000,000.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 FOR PROGRAM MANAGEMENT CONSULTANT SERVICES PROVIDED UNDER THE PROPRIETARY AGREEMENT FOR PROGRAM MANAGEMENT SERVICES FOR BETTER JACKSONVILLE TRANSPORTATION AND ROAD WIDENING PROJECTS IN NORTH AND WEST AREAS.

CERTIFICATE HOLDER 13454881 CITY OF JACKSONVILLE ATTENTION: DEPARTMENT OF PUBLIC WORKS 214 NORTH HOGAN STREET ROOM 1009 JACKSONVILLE FL 32202	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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CERTIFICATE OF LIABILITY INSURANCE

6/1/2015

DATE (MM/DD/YYYY)

4/23/2015

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).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: _____ PHONE (A/C, No. Ext): _____ E-MAIL ADDRESS: _____ FAX (A/C, No): _____																				
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Hartford Fire Insurance Company</td> <td></td> <td>19682</td> </tr> <tr> <td>INSURER B : Travelers Property Casualty Co of America</td> <td></td> <td>25674</td> </tr> <tr> <td>INSURER C : New Hampshire Insurance Company</td> <td></td> <td>23841</td> </tr> <tr> <td>INSURER D : Lexington Insurance Company</td> <td></td> <td>19437</td> </tr> <tr> <td>INSURER E : National Union Fire Ins Co Pittsburgh PA</td> <td></td> <td>19445</td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : Hartford Fire Insurance Company		19682	INSURER B : Travelers Property Casualty Co of America		25674	INSURER C : New Hampshire Insurance Company		23841	INSURER D : Lexington Insurance Company		19437	INSURER E : National Union Fire Ins Co Pittsburgh PA		19445	INSURER F :	
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INSURED 1013472 HDR ENGINEERING, INC. 8404 INDIAN HILLS DRIVE OMAHA, NE 68114-4049																					

COVERAGES HDRIN01 **CERTIFICATE NUMBER:** 13454881 **REVISION NUMBER:** XXXXXXXX

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 <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER: _____	N	N	37CSEQU0950	6/1/2014	6/1/2015	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 \$
A A A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	N	N	37CSEQU0951 (AOS) 37CSEQU0952 (HI) 37CSE1160 (MA)	6/1/2014 6/1/2014 6/1/2014	6/1/2015 6/1/2015 6/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ \$0	N	N	ZUP-10R64084-14-NF (EXCLUDES PROF. LIAB)	6/1/2014	6/1/2015	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ XXXXXXXX
C C E	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	N/A	027527762 (AOS) 027527764 (ME) 027527763 (CA)	7/1/2014 7/1/2014 7/1/2014	7/1/2015 7/1/2015 7/1/2015	<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	ARCHS & ENGS PROFESSIONAL LIABILITY	N	N	061853691	6/1/2014	6/1/2015	PER CLAIM: \$1,000,000. AGG: \$1,000,000.

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CERTIFICATE HOLDER

13454881
 CITY OF JACKSONVILLE
 ATTENTION: DEPARTMENT OF PUBLIC WORKS
 214 NORTH HOGAN STREET ROOM 1009
 JACKSONVILLE FL 32202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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PROCUREMENT DIVISION



150315

March 12, 2015

The Honorable Alvin Brown, Mayor
City of Jacksonville
4th Floor, St. James Building
Jacksonville, FL 32202

Dear Mayor Brown:

Ref: P-26-15 PR#2 Program Management Services for "Better Jacksonville" Transportation and Road Widening Projects in the North and West Areas
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 reviewing a proprietary award for the above-captioned project.

The following motion and/or recommendation was **adopted**:

That the City of Jacksonville enter into a Proprietary Agreement with HDR Engineering, Inc., for Program Management Services for Better Jacksonville Transportation and Road Widening Projects in the North & West Areas with a not-to-exceed limit of \$147,646.41 for CEI services for Hammond Boulevard/Crystal Springs Road Phase 2 for a maximum indebtedness to the City in the amount of \$147,646.41; to ratify the period of service from January 1, 2015 to March 12, 2015 and to provide an expiration date to project completion for the Hammond Boulevard/Crystal Springs Road Phase 2. All other terms and conditions as established in Contract 8216 remaining unchanged. Nothing contained herein shall be amended, modified, or otherwise revised without prior approval from the PSEC and the Mayor.

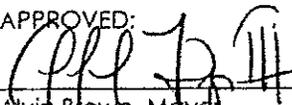
If the foregoing meets your approval, please affix your signature and return to my office.

Respectfully submitted,


Gregory Pease, Chief
Procurement Division
Chairman, Professional Services
Evaluation Committee

Cleveland Ferguson III
Deputy Chief Administrative Officer
For: Mayor Alvin Brown
Under Authority of:
Executive Order No. 2015-01

APPROVED:


Alvin Brown, Mayor

This 16th day of March, 2015

GP

cc: Council Auditor
James McCain, OGC
Philip Baston, GAD
Subcommittee Members