

**AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE
AND
JBC PLANNING & ENGINEERING, LLC
FOR
RIVERPLACE BOULEVARD BICYCLE AND PEDESTRIAN IMPROVEMENTS**

THIS AGREEMENT is made and entered into in duplicate this 4 day of Aug, 2015, by and between the CITY OF JACKSONVILLE, a municipal corporation in Duval County, Florida (hereinafter the "CITY"), and JBC PLANNING & ENGINEERING, LLC, a Florida limited liability company with an office at 1301 Riverplace Boulevard, Suite 950, Jacksonville, Florida 32207 (hereinafter the "CONSULTANT"), for the Riverplace Boulevard bicycle and pedestrian improvements (hereinafter the "Project").

RECITALS:

WHEREAS, CITY prepared a Request for Proposals (P-19-15) 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 0

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 1

BASIC SERVICES OF THE CONSULTANT

1.01 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 incorporated herein 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. 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.

1.02 PERIOD OF SERVICE

This Agreement shall commence on the day and year first above written and shall continue and remain in full force and effect thereafter until completion of the Project.

1.03 COMMENCEMENT OF WORK

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

1.03.02 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.

1.04 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.

1.04.01 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:

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 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.

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

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 shall be in such 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 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 National Geodetic Vertical Datum (NGVD).

1.05 STUDY (CONCEPTUAL DESIGN) PHASE

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

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

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 the Project. 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.

1.05.08. Assist CITY by preparing for and conducting a Town Meeting at the end of the Study Phase.

1.06 FINAL DESIGN (CONSTRUCTION DOCUMENTS AND BIDDING) PHASE

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

1.06.01. 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.

1.06.02. Submit maps or site plans of real property which identify all parcels of land or easements to be acquired along with legal descriptions of all such parcels 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 of such authorities as have jurisdiction over the Project.

1.06.04. Prepare and furnish design and construction documents 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. Include with each submittal a statement signed by the Engineer that the Engineer has reviewed and agrees with the information submitted by the Engineer's subconsultants.

1.06.06. 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.

1.06.07. Upon approval by the 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 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.

1.06.08. 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.

1.06.09. Assist CITY concerning interpretation of the intent of the Contract Documents during the bidding/negotiation period.

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

1.06.11. Recommend to CITY the lowest responsible bidder.

1.06.12. At CITY's option and 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.

1.07 CONTRACT ADMINISTRATION PHASE

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

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

1.07.02. Make periodic visits to the Project site (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.

1.07.03. Check all shop drawing, 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.

1.07.04. 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 contractors' applications for payment.

1.07.05. 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 the contractor has fulfilled all of its obligations thereunder so that CONSULTANT may recommend written approval 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 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.

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

1.08 RESIDENT PROJECT REPRESENTATION

If Resident Project Representation is included under Section 3 hereof, CONSULTANT shall:

1.08.01. 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.

1.09. TECHNICAL SUPPORT SERVICES DURING CONSTRUCTION

If Technical Support Services During Construction is included under Section 3 hereof, the CONSULTANT 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 Project site during construction as requested by the Project Manager. Provide written reports when requested. 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 THE CITY'S RESPONSIBILITIES

CITY shall:

2.01 Advise as to its requirements for the work.

2.02 Assist CONSULTANT 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 CONSULTANT to perform its work under this Agreement.

2.04 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.

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

2.06 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.

2.07 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.

2.08 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.

2.09 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 3

PAYMENT FOR SERVICES OF THE CONSULTANT

3.01 CITY shall pay to CONSULTANT 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 by this reference made a part hereof. Payment of the fees is contingent upon CONSULTANT's final completion of the work. Such completion of the work must be acceptable to and accepted by CITY. Such acceptability to, and acceptance by, CITY may not be unreasonably denied.

3.01.01. For Design Services, as specified in Section 1 of this Agreement and as described in said Scope of Services, **Exhibit A**, a lump sum amount of ONE HUNDRED SIXTY-NINE THOUSAND NINE HUNDRED SIXTEEN AND 00/100 DOLLARS (\$169,916.00), as detailed in the Contract Fee Summary, attached hereto as **Exhibit B** and incorporated herein and made a part hereof by this reference. Payment of the entire lump sum is contingent upon CONSULTANT's final completion of the entire Project as specified in this Agreement and in the exhibit attached hereto which constitutes the Scope of Services. Such final completion of the Project must be acceptable to and accepted by CITY. Such acceptability to and acceptance by CITY may not be unreasonable denied. In the event CONSULTANT does not complete the entire Project, the lump sum amount will be pro-rated using the ratio that the amount actually completed and which is acceptable to and accepted by CITY bears to the entire Project.

3.02 CONSULTANT shall submit invoices for payment or reimbursement under this subsection on an "as incurred" basis. Such invoices shall be combined with CONSULTANT's

regular invoices as set forth in Subsection 3.03 hereof. The cost of services provided by CONSULTANT shall be paid at the rates (including direct labor, indirect costs, and profit) shown in the "Contract Fee Summary". 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 **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 CONSULTANT 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 SIXTY-NINE THOUSAND NINE HUNDRED SIXTEEN AND 00/100 USD (\$169,916.00).

SECTION 4

ADDITIONAL SERVICES OF THE CONSULTANT

4.01 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. In addition, CONSULTANT shall:

4.01.01 Prepare documents for alternate bids requested by CITY.

4.01.02 Provide additional or extended services during construction made necessary by (i) work damaged during construction, (ii) defective or neglected work of the construction contractor, and (iii) acceleration of the work schedule involving services beyond normal working hours.

4.01.03 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.

4.01.04 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.

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

SECTION 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 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.

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 any Project 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.

5.01.03 If CITY fails to issue a written Notice to Proceed in the form of a Purchase Order to CONSULTANT 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, CONSULTANT 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 CONSULTANT shall eliminate all further rights and obligations of the parties hereunder other than CONSULTANT's obligations under Sub-Sections 5.04, 5.05, 5.07, 5.08, 5.09 and 5.12.

5.02 OWNERSHIP OF DOCUMENTS

Before being eligible for final payment of any amounts due, CONSULTANT shall deliver to CITY for approval and acceptance: 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 purpose intended without CONSULTANT's written verification or adaptation thereof.

5.03 ESTIMATES

Since CONSULTANT 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 CONSULTANT's experience and represent its best 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 1.6.12 of this Agreement in the event that bids do so vary.

5.04 INDEMNIFICATION

5.04.01. CONSULTANT, and without limitation, its employees, agents, and sub-consultants, (individually or collectively referred to as the “Indemnifying Parties”), shall hold harmless, indemnify, and defend CITY, including without limitation its officers, directors, employees, representatives, and agents (individually or collectively the “Indemnified Parties”) from and against:

5.04.01.01. General Tort Liability, including without limitation any and all claims, actions, losses, damages, injuries, liabilities, costs, and expenses of whatsoever kind or nature (including, but not by way of limitation, attorney’s fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death, or damage to property arising out of or incidental to the Indemnifying Parties’ performance of this Agreement or work performed hereunder; and

5.04.01.02. Environmental Liability, including without limitation any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities, and expenses (including all costs of cleanup, containment, or other remediation, and all costs for investigation and defense thereof, including but not limited to court costs, reasonable expert witness fees, and attorney’s fees) arising from or in connection with: (a) the Indemnifying Parties’ actions or activities that result in a violation of any environmental law, ordinance, rule, or regulation or that leads to an environmental claim or citation or to damages due to the Indemnifying Parties’ activities; (b) any environmental, health, and safety liabilities arising out of or relating to the operation or other activities performed in connection with this Agreement by the Indemnifying Parties at any time on or prior to the Effective Date; or, (c) any bodily injury (including illness, disability, and death, regardless of when any such bodily injury occurred, was incurred, or manifested itself), personal injury, property damage (including trespass, nuisance, wrongful eviction, and deprivation of the use of real property), or other damage of or to any person in any way arising from or allegedly arising from any hazardous activity conducted by the Indemnifying Parties. CITY will be entitled to control any remedial action and any proceeding relating to an environmental claim; and

5.04.01.03. Intellectual Property Liability, including without limitation any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities, and expenses (including all costs for investigation and defense thereof, including but not limited to court costs, reasonable expert witness fees, and attorney's fees) arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services constitutes an infringement of any copyright, patent, trade secret, or any other intellectual property right, and will pay all costs (including but not limited to attorney's fees and court costs), damages, charges, and expenses charged to the Indemnified Parties by reason thereof. 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 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; and

5.04.01.04. Violation of Laws Liability, including without limitation any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities, and expenses (including all costs for investigation and defense thereof, including but not limited to court costs, reasonable expert witness fees, and attorney's fees) 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

5.04.01.05. Liability from Breach of Representations, Warranties, and Obligations, including without limitation any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities, and expenses (including all costs for investigation and defense thereof, including but not limited to court costs, reasonable expert witness fees, and attorney's fees) which may be incurred by, charged to, or recovered from any of the foregoing arising directly or indirectly out of (a) any breach of any representation or warranty made by the Indemnifying Parties in connection with this

Agreement or in any certificate, document, writing, or other instrument delivered by the Indemnifying Parties pursuant to this Agreement or (b) any breach of any covenant or obligation of the Indemnifying Parties set forth in this Agreement or any certificate, document, writing, or other instrument delivered by the Indemnifying Parties pursuant to this Agreement.

5.04.02. The indemnifications in Section 5.04.01 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 contract 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, CONSULTANT shall procure and maintain, or will require subcontractors of any tier and other persons performing work to procure and maintain, during the term of the Project insurance of the types and in amounts no less than those stated below:

<u>Schedule</u>	<u>Limits</u>
Worker’s Compensation	Florida Statutory Coverage
Employer’s Liability	\$1,000,000 Each Accident
	\$1,000,000 Disease Policy Limit
	\$1,000,000 Each Employee/Disease

CONSULTANT’s workers’ compensation insurance shall cover CONSULTANT (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. If CONSULTANT is not required to carry workers’ compensation coverage as defined under Chapter 440, Florida

Statutes, the above requirement may be waived. CONSULTANT shall provide to Jacksonville written confirmation verifying the exemption on CONSULTANT's letterhead, certified and signed by an officer or authorized representative of CONSULTANT.

Commercial General Liability - (Form CG0001)

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 equivalent manuscript form must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Commercial General Liability	\$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	Fire Damage
	\$5,000	Medical Expenses
Automobile Liability (coverage for all automobiles- owned, hired, or non-owned)	\$1,000,000	Total Any One Accident

CITY shall be endorsed as an additional insured under all of the above Commercial General Liability and Automobile Liability coverages. 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

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. Such insurance shall be on a form acceptable to CITY and shall also cover CONSULTANT for those sources of liability arising out of the rendering of or the failure to render professional services in the performance of this Agreement. The insurance shall include coverage for liability contractually assumed by CONSULTANT.

Valuable Papers & Records: \$100,000

5.05.02. 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 a CITY member, official, officer, or employee.

5.05.03. For any insurance coverage required hereby, CONSULTANT may use a self-insurance program approved by the State of Florida and in compliance with statutory requirements, provided such program has received prior written approval of CITY's Risk Manager.

5.05.04. Deductible or Self-Insured Retention Provisions. The deductible amounts or self-insured retentions shall be approved by CITY. CONSULTANT shall be responsible for any deductibles or self-insured retentions.

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

5.05.06. Each policy shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes. Such insurance shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of CITY. 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 the Project, CONSULTANT shall furnish CITY Certificates of Insurance approved by CITY's Division of Risk Management demonstrating the maintenance of said insurance. CONSULTANT 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. In the event CONSULTANT is unable to obtain such endorsement, CONSULTANT agrees to provide CITY thirty (30) days' written 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 minimum requirements no less than thirty (30) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

5.05.07. 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 subcontractors of any tier from the responsibility to provide insurance as required by this Agreement. In case any class of employees engaged in hazardous work under the Agreement is not protected under the Workers' Compensation statute, CONSULTANT shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to CITY for the protection of employees not otherwise protected. For any insurance coverage required hereby, CONSULTANT may use a self-insurance program, provided such program has received prior written approval from CITY's Risk Manager.

5.06 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.

5.07 NON-DISCRIMINATION PROVISIONS

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

5.07.02. 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.

5.07.03. CONSULTANT agrees that if any of the obligations of this Agreement are to be performed by a subcontractor, 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 CONSULTANT receives payment from CITY for labor, services, or materials furnished by subconsultants, subcontractors, and suppliers hired by CONSULTANT, CONSULTANT shall remit payment due (less proper retainage) to those subconsultants, 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 subconsultants, 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.

5.08.02. 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 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 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 the 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 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

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.

5.10 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.

5.11 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.

5.12 ACCURACY OF WORK

5.12.01. CONSULTANT 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 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.

5.12.02. 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 correcting any errors and/or omissions made by CONSULTANT. CONSULTANT 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. 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 furnished under this Agreement. CONSULTANT shall not be responsible for any time delays in the Project caused by circumstances beyond CONSULTANT'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, 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.

5.14 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.

5.15 TRUTH IN NEGOTIATION CERTIFICATE

CONSULTANT understands and agrees that execution of this Agreement by CONSULTANT 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.

5.16 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.

5.17 CONSULTANT DEFINED

As used herein, the term "CONSULTANT" shall include, but not be limited to JBC PLANNING & ENGINEERING, LLC, its officers, employees, agents, subcontractors, and other persons, firms, partnerships, corporations, or entities working for or on behalf of CONSULTANT.

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

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

By affixing its 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*.

5.22 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.

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 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.

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.

5.28 CONFLICT OF INTEREST

The parties will follow the provisions of Section 126.112, *Ordinance Code*, with respect to required disclosures by public officials who have or acquire a financial interest in a bid or contract with CITY, to the extent the parties are aware of the same.

5.29 FLORIDA CONVICTED VENDOR LIST

The parties are aware and understand that a person or affiliate who has been placed on the State of Florida Convicted Vendor List following a conviction for a public entity crime may not: submit a bid on a contract to provide any goods or services to a public entity; submit a bid on a contract with a public entity for the construction or repair of a public building or public work; submit bids on leases of real property to a public entity; be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; or, transact business with any public entity in excess of \$35,000.00 for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.

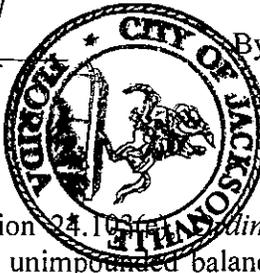
[Remainder of this page is intentionally left blank. Signature page follows immediately.]

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

ATTEST:

CITY OF JACKSONVILLE

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



By Lenny Curry
Lenny Curry, Mayor

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

In compliance with Section 24.103 of the Finance Code, I do certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing Agreement and that provision has been made for the payment of the monies provided therein to be paid.

[Signature]
Acting Director of Finance

9366-02
PM

Form Approved:

James R. McCain, Jr.
Office of General Counsel

WITNESS:

JBC PLANNING & ENGINEERING, LLC

By Shellie Heisner
Signature
Shellie Heisner
Type/Print Name
Administrative Assistant
Title

By Nicholas E. Mousa
Signature
NICHOLAS E. MOUSA
Type / Print Name
MANAGING PRINCIPAL
Title

EXHIBIT "A" SCOPE OF SERVICES

RFP # P-19-15
June 8, 2015 (Rev. June 29, 2015)

Attachment A SCOPE OF SERVICES Basis of Design Phase

CLIENT: City of Jacksonville – Department of Public Works

PROJECT: Riverplace Boulevard Bicycle and Pedestrian Improvements

CONSULTANT: JBC Planning & Engineering, LLC
1301 Riverplace Blvd., Suite 950
Jacksonville, Florida 32207

ITEM 1 - DESCRIPTION OF PROJECT

The Riverplace Boulevard Bicycle and Pedestrian Improvement Project proposes a reconstruction of Riverplace Boulevard which will reduce the existing number of vehicle travel lanes, and include the development of bicycle and pedestrian improvements, as well as on-street parking which will facilitate the public's access to the Southbank Riverwalk, City's Water Taxi, and other development along the roadway. The location of these improvements will be between the Main Street Bridge/Museum Circle to the west and Prudential Drive to the south and east.

The length of road intended for redevelopment consists of approximately 2,000± LF of five (5) lane roadway, bound by curb and gutter and sidewalk on both sides of the road. Currently, there are no dedicated bike lanes, and there is limited on-street parking. Some sections of sidewalk are obstructed by above ground utilities, hindering the movement of pedestrians. Adjacent uses on the north and south sides of the roadway consist of office buildings, multi-family residential development, commercial development, as well as one (1) public access to the Southbank Riverwalk located between the Strand and Peninsula multi-family developments on the north side of the roadway. The right-of-way varies in width. Most of the right-of-way is 105', although the right-of-way narrows as it approaches the Prudential Drive right-of-way to the south.

This is a multi-phased design and construction project. A detailed scope of services and fee will be negotiated for each phase of the project as the City requests services from the Consultant. Overall project services will include but are not necessarily limited to: surveying, professional planning, engineering, landscape and hardscape design, environmental assessment, geotechnical engineering, environmental permitting, and any other services as may be required by the City for the full design, permitting and redevelopment of Riverplace Boulevard as described above.

In accordance with this scope of work, referred to as the "Basis of Design Phase", the Consultant and Sub-Consultants will generally provide for project management, surveying, utility research and coordination, stakeholder and public outreach, conceptual plan development and presentation of final conceptual plan to the Downtown Investment Authority (DIA) and Downtown Development Review Board (DDRB). The overall deliverable from this Phase will be a DIA and DDRB approved conceptual plan that will serve as the basis of design going forward into the engineering phase of the project.

EXHIBIT "A"

SCOPE OF SERVICES

RFP # P-19-15
June 8, 2015 (Rev. June 29, 2015)

ITEM 2 - CLIENT'S OBJECTIVES/PROGRAM

From an overall project perspective, the City of Jacksonville has identified Riverplace Blvd. as the first priority street within a larger framework of Bicycle Mobility and Context Sensitive Streets. City Ordinance 2014-580-E describes the strategic goals of the project in meaningful detail. Specifically, some objectives include:

1. A more livable environment for full multi-modal access, including amenities for bikes, pedestrians and transit, and sustainability.
2. A more connected environment, linking the Riverside Blvd. address to surrounding neighborhoods, employment areas, transit and bike routes, and the proximate investment in the Southbank Riverwalk.
3. A more economically vibrant environment, enhancing existing successful development, and setting stage for future investments within the area.

Under this phase's scope of work, the Client's objective is to develop a conceptual plan that has been formulated by incorporating stakeholder feedback, and has obtained the conceptual approval of the DIA and DDRB, which will allow the conceptual plan to serve as the basis of design for the project.

ITEM 3 - SCOPE OF SERVICES

The Consultant will provide professional services and supporting Sub-Consultant services to execute the following activities:

Project Management, Civil Engineering Consulting, Sub-Consultant Coordination, Presentations

Throughout the duration of this project phase, the Consultant will perform project management services, civil engineering consulting, Sub-Consultant coordination and perform/attend presentations as generally itemized below:

- Provide Project Management and Sub-Consultant Management Services
- Organize and Attend Team and Project Meetings, including Stakeholder and Public Meetings, and Meetings with City and DIA Staff
- Produce Project Status Reports
- Manage and Guide the efforts of all team members
- Assist with Community Outreach/Involvement
- Review and Update Project Schedules
- Review and Update Project Budgets
- Conceptual roadway geometry review and typical section development
- Preliminary drainage review and understanding of existing conditions
- Coordination with the JTA for understanding of and interface with the Bus Rapid Transit (BRT) - Phase 1 Downtown Project
- Attend a pre-application meeting with the St. Johns River Water Management District
- Review concept plans during development for constructability and any potential civil engineering related matters which shall be accommodated.
- Assist with Project Cost Estimating
- Participate in project presentations before the DIA and DDRB.

EXHIBIT "A"

SCOPE OF SERVICES

RFP # P-19-15
June 8, 2015 (Rev. June 29, 2015)

Establish Project Concept Understanding

Sub-Consultant will perform miscellaneous tasks to establish an understanding of current conditions and stakeholder desires that will influence the subject project. These tasks are generally described as follows:

- Review of all Base Information and Site Review
- Attend Meetings with Consultant Team.
- Hold Stakeholder Meetings (including a Walking Audit)
- Hold a Public Meeting for the purpose of Project Visioning
- Compile a statement of findings for review with City and DIA Staff.

Survey

Sub-Consultant will complete a Topographic Survey of the proposed project route. Survey will include the full width of Right of Way (ROW), plus 20-feet on each side of the ROW for Riverplace Boulevard from 50' west of the Main Street Bridge to 50 feet south of the Prudential Drive ROW. Survey will extend 50' beyond all curb returns at all driveways and cross street intersections. Survey will include all visible above ground features such as trees, pavement markings, signs, lights, utilities with above ground indicators, etc. Topographic sections across the ROW will be at 50' intervals. At a minimum, spot elevations will be provided at all sidewalk edges, top of curb, edge of pavement, roadway centerline and at least two spot elevations between the roadway centerline and the edge of pavement on each side of ROW. All storm drain infrastructure shall be located with topographic information. At least two spot elevations will be provided within the 20' strip outside the right-of-way limits. Survey the limits of the Public Riverwalk access point located between the Strand and Peninsula multi-family buildings. All utility inverts will be provided, if able to obtain by accessing manholes. Any changes in grade occurring between the topographic grids will be noted. Clearance heights will be provided for the Main St Bridge crossing and the Skyway crossing. Finally, an additional day of services is included to obtain any additional data needed during the concept design effort.

Utility Research and Coordination

Utilizing the completed survey, Sub-Consultant will coordinate with various utility companies to obtain as-built, GIS, or other available information related to the horizontal and/or vertical location of utilities within the project area. Sub-Consultant will then incorporate this information on to the completed project survey for use when developing a conceptual plan.

Concept Plan Development

Sub-Consultant will perform miscellaneous tasks to establish a concept plan that has been approved by the DIA and DDRB, to serve as the basis of design. The tasks required to accomplish this generally include:

- Utilize Survey and Utility Research and Coordination Information to Develop Preliminary Concept Plan Alternatives
- Reviewing Preliminary Alternatives with City and DIA Staff
- Refining Concepts and Preparing them to Meet with Stakeholders
- Review Concepts with Stakeholders

EXHIBIT "A"

SCOPE OF SERVICES

RFP # P-19-15
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- Prepare and Present Preferred Alternatives in a Public Meeting
- Review Conclusions of Public Meeting with City and DIA Staff to select a Preferred Conceptual Plan. (This includes up to one meeting where the Consultant Team will present the options to the DIA Board as part of the concept selection process.)
- Develop a Preferred Conceptual Plan
- Construction Budget Estimating
- Final Review of Preferred Conceptual Plan with City and DIA Staff
- Present Final Conceptual Plan to DIA Board for Approval
- Present Final Conceptual Plan to DDRB for Approval

ITEM 4 - FEE

See the attached Exhibit A titled "Contract Fee Summary for Riverplace Blvd. Bicycle and Pedestrian Improvements – Basis of Design Phase".

ITEM 5 – SCHEDULE

Scope items that affect the schedule for this scope of work have been visually depicted on the attached Exhibit B.

ITEM 6 – PROJECT SUBMITTAL REQUIREMENTS

At minimum, the Consultant will provide brief project status updates/summaries to the Client once a month as an attachment to the monthly invoice submitted to the Client.

More frequent project summaries may be provided to the Client as requested. The Client will also be provided any final copies of milestone documents such as key meeting summaries, surveys, conceptual plans, etc. as they are developed.

ITEM 7 – RESPONSIBILITIES OF THE CLIENT

It is understood that the Client will work with the Consultant to provide any existing information, data, and/or coordination efforts as mutually agreed to be efficient and effective to both parties.

ITEM 8 – ADDITIONAL SERVICES

This is a multi-phased project. Additional project phases will consist of services such as preliminary engineering (including landscape, hardscape, lighting and other site component design), permitting, final engineering (including landscape, hardscape, lighting and other site component design), construction administration services, and any other services deemed necessary beyond the scope of work contained herein.

The scope and fee for those additional services will be provided via a separate scope and fee proposal, and will be subject to negotiations between the Consultant and the Client.

ITEM 9 – DIRECT EXPENSES

Sub-Consultants except for GAI's Community Solutions Group have developed direct expense budgets to support their activities which are outlined herein, and which are included in their respective lump sum fees. Consultant and Sub-Consultant GAI's Community Solutions Group

EXHIBIT "A" SCOPE OF SERVICES

*RFP # P-19-15
June 8, 2015 (Rev. June 29, 2015)*

have established a Reimbursable Direct Expense Allowance to be supported with receipts or invoices as necessary to seek reimbursement of direct expenses.

ITEM 10 – INVOICING

Project invoicing will occur on a monthly basis and will entail all labor costs and expenses incurred for the applicable month's services.

EXHIBIT "B"
CONTRACT FEE SUMMARY

Exhibit A CONTRACT FEE SUMMARY FOR Riverplace Boulevard Bicycle and Pedestrian Improvements - Basis of Design Phase				
PART I - GENERAL				
1. Project Riverplace Blvd. Bicycle and Pedestrian Improvements Basis of Design Phase			2. City Contract Number TBD (RFP 19-15)	
3. Name of Consultant JBC Planning & Engineering, LLC			4. Date of Proposal 6/8/2015 (Rev. 06/29/15)	
PART II - LABOR RELATED COSTS				
5. DIRECT LABOR	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Managing Principal	\$ 66.67	25	\$ 1,666.75	
Engineering Manager	\$ 49.67	60	\$ 2,980.20	
Project Manager	\$ 41.35	225	\$ 9,303.75	
Project Engineer	\$ 36.06	70	\$ 2,524.20	
Engineer Intern	\$ 24.04	0	\$ 0.00	
CAD Technician	\$ 25.50	40	\$ 1,020.00	
Clerical	\$ 14.00	30	\$ 420.00	
TOTAL DIRECT LABOR				\$17,915
6. OVERHEAD (Combined Fringe Benefits & Administrative) Overhead Rate 150%				\$26,872
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				\$44,787
8. PROFIT: Labor Related Costs (Item 7) x 10%				\$4,479
TOTAL LUMP SUM LABOR FEE (JBCPE)				\$49,266
PART III - OTHER COSTS				
9. MISCELLANEOUS DIRECT COSTS Reproductions, Courier Service, Postage, Express Delivery, Rental of Meeting Rooms, Rental of Variable Message Boards DDRB Application Fee, and other Misc. Direct Costs. (Reimbursable Allowance)				\$9,950
MISCELLANEOUS DIRECT COSTS SUB-TOTAL				\$9,950
10. SUBCONSULTANTS				
Community Solutions Group (Including Reimbursable Direct Expense Allowance)				\$69,690
Johnson Surveying and Mapping (No Direct Expenses)				\$25,840
Adkinson Engineering (Including Lump Sum Direct Expenses)				\$15,170
SUB-CONTRACT SUB-TOTAL				\$110,700
PART IV - FEE SUMMARY				
TOTAL FEE - (Items 5, 6, 8, 9 and 10)				\$169,916



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/18/2014

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 Cecil W. Powell & Company 219 N. Newnan Street Jacksonville, FL 32202	CONTACT NAME: Dora A Paratore PHONE (A/C, No, Ext): (904) 353-3181 E-MAIL ADDRESS: dparatore@cwpowellins.com	FAX (A/C, No): (904) 353-5722	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED JBC Planning & Engineering, LLC 1301 Riverplace Blvd., Suite 950 Jacksonville, FL 32207	INSURER A : Bridgefield Casualty Ins Co		
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** **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	ADD'L SUBR (NSD WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	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 <input type="checkbox"/>	0196-07301	01/01/2015	01/01/2016	<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	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Riverplace Boulevard Bicycle and Pedestrian Improvements (P-19-15)

CERTIFICATE HOLDER City of Jacksonville 117 W. Duval Street 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