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City of Jacksonville, Florida

Procurement Award Form (PAF)

Part 1 – Form Type: JPAC 126.204 (a) New Award, Renewals, Waive Technical Defects, Price Increases, NTE Increases.

Goods and/or Services: Federally Funded Vertical/Architectural Contract

Requested Action and Justification:

Recommend approval to amend the award with Baker Build Design to implement Amendment #1 for Design Build Federally Funded Vertical/Architectural contract, amending and restating of the base contract in the correct form (as was set forth as Form 3 in the RFP) to be effective as of January 8, 2025. The incorrect contract was used for execution.

To be executed via formal Contract through the Office of General Counsel

Supplier:	Baker Build Design	**Basis of Award:**	Highest Evaluated	**BID Opening Date:**	1/3/2024

POA #:	71601-25	**PO #:**	N/A	**Change Order #:**	N/A
Solicitation #:	DB CDB-0143 23	**Contract #:**	71601-25	**Contract ADM #:**	1
Term:	Project Completion (Term NTE 5 Years)	**Options:**	N/A	**Options Used:**	N/A

Federally Funded:	Yes	**JSEB Rec:**	Encouragement
Licenses Verified:	Yes	**JSEB %:**	0
Bonds Required:	No	**Bonds Waived Pursuant To:**	N/A

Fund:	000000	**Center:**	000000	**Acct:**	000000	**Proj:**	00000000	**Activity:**	0000000000	$ 0.00
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$

New NTE/GMP:	$ 0.00	**Contingent Amt:**	$ 0.00	**DMP/ODPO Amt:**	$ 0.00

Using Agency/BU:	PWEN:ENGINEERING AND CONSTRUCTION MANAGEMENT		
Concurrence:	Signed by: Scott Carter, PE 7D691F8ADFC947E...	**Title:**	CHIEF OF ENGINEERING CONSTRUCTION MANAGEMENT 7/28/2026
Concurrence:	Signed by: 1EFA223D5D23487...	**Title:**	DIRECTOR OF PUBLIC WORKS 7/30/2026
Concurrence:		**Title:**	
Concurrence:		**Title:**	

Initial DT
Initial DT

Procurement Analyst/Buyer:	Signed by: Kemp, Benjamin 4C8860FACE2449C...	**Chief of Procurement:**	Signed by: Robert Waremburg, for Justin Freeman 8/11/2026
Name:	Kemp, Benjamin	**Name:**	Justin L. Freeman 4812CA1D431247A...

Part 2 – JPAC Action: All award actions subject to lawfully appropriated funds.		**Part 3 – Final Awarding Authority Action:**	
Members who approve:		**Action:**	
Members who disapprove:		**Signature:**	
Date:		**Date:**	

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PAF Instructions
Part 1 (using agency)

Form Type: This form will be used for both Administrative Awards and JPAC Requests. Select type from dropdown options.

Goods and/or Services: Enter a brief description of the types of goods and services included in the request.

Requested Action and Justification: Enter a brief description of the requested action or authority being sought. i.e.; *Request permission to award the lowest, responsive responsible bidder for an ITB or award the highest ranked supplier for an RFP.* This block should also be used for additional information such as additional 4th account strings, or other information essential for contract execution.

Supplier: Enter awarded supplier name**.** If multiple, include in "Requested Action and Justification" box.

Basis of Award: Select from Lowest Price Technical Acceptable (LPTA), Highest Price Technical Acceptable (HPTA) or N/A.

Bid Opening Date: The date bids were unsealed by Procurement.

POA #: This is your 1Cloud generated Agreement number. Select Type, Enter Number.

PO #: Enter the PO number or agreement release number.

Change Order #: Provide the applicable change order number represented by this request.

Solicitation #: Select Prefix type, Enter Number, and Year.

Contract #: This number should be the same as your POA number (unless procured prior to 2020)

Contract Amendment #: Provide the applicable amendment number represented by this request.

Term: Select the Period of Performance or Term for the initial period.

Options: Period of time for each renewal or option.

Options Used: Prior to this request, enter how many options were already used.

Federally Funded: Select yes or no from dropdown if Federal Funds will be used.

JSEB Rec: Select Encouragement or JSEB Set Aside Option.

JESB %: If JSEB Participation, enter the percentage.

Bonds Waived Pursuant to: Select option from Drop down.

Funding Sources: Fund/Center/Account/Project/Activity, all fields are required even if zeros.

New NTE/GMP: Enter the new total not to exceed amount. Note, this should match the contract maximum indebtedness, if applicable**.**

Contingent Amount: If your agency requests an allowance for unforeseen additional expenses, then specify the amount of your requested increase and new NTE that represents the contingency allowance. This is over and above any quote.

DMP/ODPO Account: Enter the Direct Materials Purchase/Owner Direct Purchase Order Account. Used mainly for CIP (Capital Improvement/Construction) Projects

Using Agency/BU: Select one from the dropdown list.

Concurrence: Using Agency internal routing requirements for Electronic Signatures (follow Proc Manual for threshold requirements)

Title: Title of person electronically signing form.

Attachments: Included any supplemental information to the Procurement Award Form. i.e.; *Scope of work, previous awards*.

**Any field where there is no data available, or no entry is required, either leave it blank or enter N/A. Any fields where there is known data, include for informational purposes. Any changes to an original award should contain the data that is being changed and any other relevant data required for JPAC review and approval.*

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Competitive Sealed Proposal Evaluation Committee

PROCUREMENT DIVISION

A NEW DAY.

RFQ SPECIFICATIONS

FOR

DESIGN – BUILD SERVICES FOR FEDERALLY FUNDED VERTICAL/ARCHITECTURAL DESIGN-BUILD PROJECTS

ENGINEERING & CONSTRUCTION MANAGEEMNT DIVISION DEPARTMENT OF PUBLIC WORKS

BID NO:	CDB-0143-23
OPEN DATE:	**JANUARY 17, 2024**
TIME:	2:00 P.M.
PLACE:	ED BALL BUILDING, 214 N. HOGAN STREET, SUITE #105, JACKSONVILLE, FL 32202

NON-MANDATORY VIRTUAL PRE-BID CONFERENCE:

JANUARY 3, 2024 at 11:00 a.m.

SEE SECTION 1, ARTICLE 1.9 FOR LOGIN INFORMATION

CITY OF JACKSONVILLE
Procurement Division
Ed Ball Building
214 North Hogan Street, Suite 800 (8th Floor)
Jacksonville, Florida 32202
Phone: (904) 255-8800
Fax: (904) 255-8837

Donna Deegan
Mayor

Dustin Freeman, Chief
Procurement Division

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DESIGN – BUILD SERVICES FOR
FEDERALLY FUNDED VERTICAL/ARCHITECTURAL DESIGN-BUILD PROJECTS

CDB-0143-23
For
City of Jacksonville, Florida

SECTION 1
(Specific Information Regarding this RFQ)

1.1 Introduction.

The City of Jacksonville ("City" or "Owner") intends to hire a design build firm to provide the services described in Section 1,3 of this Request for Qualification ("RFQ"). For purposes of this RFQ, a design-build firm means any company, firm, partnership, corporation, association, joint venture, or other legal entity that is certified under s. 489.119, Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or is certified under s. 481.023, Florida Statutes, to practice or to offer to practice engineering and which has the capability, in all respects, to fully perform all contract requirements and has a business integrity and reliability which will assure good faith performance. In addition, the design-build firm shall be on the City's Pre-Qualified Contractors List under the horizontal category at the time of submitting its SOQ. Design-build firms interested in submitting a response to this RFQ (a "**Response**" or "**Statement of Qualifications**" or "**SOQ**" or "**SOQ Response**") should carefully review this RFQ for instructions on how to respond and for the applicable contractual terms. Unless otherwise defined herein, all capitalized terms shall have the meanings given to them in this RFQ. This RFQ is divided into the following sections:

Section 1	Specific Information Regarding This RFQ
Section 2	General Instructions
Section 3	General Terms and Conditions of Agreement
Section 4	Description of Services (if referenced in Section 1.2 below)
Attachment A	Response Format
Attachment B	Evaluation Matrix
Attachment C	Equal Business Opportunity Program Requirements
Attachment D	Disqualified/Probationary Suppliers List
Attachment E	Indemnification
Attachment F	Insurance Requirements
Attachment G	Executive Order 2013-05
Attachment H	Ex-Offenders
Attachment I	Protest Procedures
Attachment J	Federal Provisions
Form 1 -	Conflict of Interest Certificate
Form 2 -	Bond Forms
Form 3 -	Design Build Contract Form
Form 4 -	Price Sheet
Form 5 -	No Bid Form
Form 6 -	Certification Regarding Lobbying

In the event of conflicting provisions, the following sections of this RFQ will have priority in the order listed: Section 1, Section 4, Section 2, Section 3, the Attachments, and the Forms.

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1.2 Scope of Services.

The City intends to select a Design-Build Firm to provide the following services for vertical design-build Specific Projects:

The scope of work required of a selected Design-Build Firm for vertical/architectural design-build projects shall include, but it shall not be limited to, the following design, permitting, and construction elements necessary for the construction, reconstruction, repair, restoration and/or demolition activities related to facilities, public buildings (schools, libraries, community centers, fire stations, etc.), pubic park structures/buildings and other facility types and/or aboveground utilities. which may or may not have sustained damaged due to a hurricane, terrorist attack or other disaster event and in accordance with the requirements specified in the Design Criteria Package prepared by City.

"Please see Section 4 for a full description of the services and deliverables required under this RFQ."

1.3 Term of Agreement.

The initial term of agreement will commence upon execution of the design-build contract ("Contract") and will continue for a five (5) year period. However, the City reserves the right to terminate this solicitation according to the contract termination provisions within this RFQ section 3.23.

1.4 Minimum Requirements for Contractors.

Contractors must satisfy the following mandatory minimum requirements in order to have their Responses evaluated. By submitting a Response, Contractor warrants and represents that it satisfies these requirements. Failure to meet these requirements will result in the Response not being evaluated and being rejected as non-responsive:

1. Proposers are required to be pre-qualified with the City in the Vertical and Horizontal Categories which is required for the Project.

2. Proposers are required to meet the provisions contained within Florida Statute 287.055 to be classified as a Design-Build Firm and be authorized to enter into a Design-Build Contract in the State of Florida. The Technical qualification requirements of Florida Administrative Code (F.A.C.) Chapter 14-75 and all qualification requirements of F.A.C. Chapter 14-22, based on the applicable category of the Project, must be satisfied.

3. Bidder must possess a Local Business Tax Certificate, if applicable.

1.5 Equal Business Opportunity Program.

It is an official policy of the City of Jacksonville to encourage the maximum participation of Jacksonville Small and Emerging Businesses (JSEBs) in its contract awards based upon availability. To participate as a JSEB on Buyer projects, a company must be certified as a JSEB with the City's Equal Business Opportunity Office.

This RFQ and the resulting Contract are subject to requirements of the "Encouragement," which is fully described on Attachment C to this RFQ. However, JSEB participation will not be a consideration in the selection process.

Contractors may contact Buyer's Equal Business Opportunity Office at (904) 255-8840 or find the JSEB directory on Buyer's website. Please contact the Contact Person identified in Section 1.12 if you are uncertain of Buyer's website address or if you experience problems accessing it.

1.6 Documents Available for Inspection.

During preparation of a response to this RFQ, the following material is available for review by Contractors:

- City Standard Specifications
- City Standard Details

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Arrangements for inspection should be made with the Contact Person identified in Section 1.12. Copies of documents will be furnished to the extent permitted by law.

1.7 Federal Funds.
It is anticipated that Federal funds will be used on the majority of the projects done as part of this solicitation. However, the City retains the option of using this contract for some projects with other funding. Since Federal funds are expected be used, please see Attachment G for additional terms and conditions.

1.8 Virtual Non-Mandatory Pre-Bid Meeting.
January 3, 2024 at 11:00 a.m.
Join Zoom Meeting:
https://us02web.zoom.us/j/81851438378?pwd=RUtmRTFMTDR3NzJXdE96Mm5HRGxFUT09

Meeting ID: 818 5143 8378
Passcode: 197474
One tap mobile
+13126266799,,81851438378#,,,,*197474# US (Chicago)

Attendance at the pre-proposal meeting is not mandatory. The purpose of this meeting is to provide a forum for the City to discuss with all concerned parties the proposed Project Types, instructions for submitting proposals, and other relevant issues. In the event that any discussions at the pre-proposal meeting require, in the City's opinion, official additions, deletions, or clarifications of the Request for Qualifications, or any other document, the City will issue a written addendum to this Request for Qualifications as the City determines is appropriate. No oral representations or discussions, which take place at the pre-proposal meeting, will be binding on the City. Proposers shall direct all questions to the City.

During and after the meeting, it is the responsibility of the Project Manager/Contracting Unit to ensure that each Proposer develops their proposal with the same information. If a Proposer receives information from the City relating to this RFQ, the City will ensure that all Proposers receive the same information in a timely fashion.

Please submit questions in writing to Benjamin Kemp at bkemp@coj.net as early as possible.

1.9 Response Due Date.
The deadline for submitting responses to this RFQ is **Wednesday, January 17, 2024 at 2:00 p.m. EST.** Please see Sections 2.3 and 2.4 for more details.

1.10 Response Delivery Location.
Responses must be delivered to the following location:

City of Jacksonville
Procurement Division
214 N. Hogan Street, Room 105
Jacksonville, Florida 32202

1.11 Response Opening.
Responses received shall be publicly announced and recorded at 2:00 PM on the Response Due Date in meeting room #825, 8th Floor, Ed Ball Building, 214 N. Hogan Street, Jacksonville, FL 32202.

1.12 Contact Person.
If any questions arise during the bidding period of this RFQ, contact Benjamin Kemp, Purchasing Analyst, at phone number (904) 255-8820 or by email at bkemp@coj.net.

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The deadline for questions is Monday, **Monday, January 8, 2024 at 1:00 p.m.** Please submit questions as early as possible.

Please refer to Section 2.9 for further information on who may and may not be contacted regarding this RFQ.

1.13 Questions and Requests for Amendments.
Any questions, requests for information or requests for amendments to this RFQ must be submitted in accordance with Section 2.2 of this RFQ.

1.14 Special Instructions:
N/A.

1.15 Special Contract Terms.
The following special contract terms shall apply to this RFQ and shall supersede any conflicting provisions in Section 3 (General Terms and Conditions of Agreement):

A. Proposal Bond.
Proposal bond not required for this contract.

B. Performance Bond (N/A for project less than $100,000).
The successful Contractor shall execute and furnish to the Buyer a bond, and only one bond, issued by the same surety company that issued the proposal bond. The performance bond shall (i) be in an amount of the bid, (ii) be submitted within ten (10) business days after the Buyer's notification of award of the Contract, (iii) be in the Buyer's standard format, and (iv) remain continuously in effect. Any renewal bond shall be provided at least thirty (30) days prior to the expiration of the existing bond.

1.16 Project Schedule

1	Advertising RFQ for Design Build Services	December 7, 2023
2	Pre-Bid Conference	January 3, 2024
3	Deadline for Submitting of RFQ Questions	**January 8, 2024**
4	Deadline for Submitting Response to: Procurement Division City of Jacksonville, Florida Ed Ball Building, Suite 105 214 N. Hogan Street Jacksonville, FL 32202	January 17, 2024
5	Evaluation of Qualifications	February 14, 2024
6	Interviews, Selection Review & Ranking Recommendation by CSPEC.	March 1, 2024
7	Posting of the City's intended decision to Award to Selected DBF	March 7, 2024
8	Professional Design Fee Negotiations	April 2024
9	Anticipated Award Date	May 2024
10	Anticipated Contract Execution Date	May 2024

*Dates are subject to change at the sole discretion of the City of Jacksonville

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Section 2
General Instructions
(RFQ for CSPEC Services)

Contents

2.1 Application of Chapter 126 and Other Laws
2.2 Questions and Requests for Amendment to RFQ
2.3 Format/Content of Responses
2.4. Submission of Responses
2.5 Evaluation of Responses
2.6 Award of Contract
2.7 Terms of Agreement
2.8 Public Meetings and Special Accommodations
2.9 Ex-Parte Communication
2.10 Cost of Developing RFQ Response
2.11 Response Ownership
2.12 Public Records Law; Process for Protecting Trade Secrets and Other Information
2.13 Multiple Responses from Same Contractor; No Collusion.
2.14 Conflict of Interest
2.15 Convicted Vendor List
2.16 Discriminatory Supplier List
2.17 Contractor Representations
2.18 Protests
2.19 Definitions

2.1 **Application of Chapter 126 and Other Laws.** The selection of and contracting with a Design-Build Firm under the RFQ will be in accordance with Section 287.055, Florida Statutes (the "Consultants' Competitive Negotiation Act") and Parts 2 and 7 of Chapter 126, of the Jacksonville Ordinance Code. Other provisions of federal, state, county and local laws, and administrative procedures, policies or rules may apply to the RFQ and any claims or disputes arising hereunder. Lack of knowledge of the law or administrative procedures, policies, or rules by any Design-Build Firm shall not constitute a cognizable defense against their effect.

2.2 **Questions and Requests for Amendment to RFQ.** If a Contractor (i) has questions about the RFQ, (ii) finds discrepancies, omissions, or ambiguities in the RFQ, or (iii) believes any term or condition of the RFQ is unreasonable, Contractor should request an amendment to the RFQ. The request should reference the RFQ section at issue and include any specific language that Contractor recommends using.

All requests for amendment must be submitted to the Contact Person in writing (via US mail, courier, e-mail, or hand delivery) and, unless otherwise specified in the RFQ, be received by the Contact Person at least **ten (10) calendar days** before the Response Due Date. Questions and requests for amendments directed to the Contact Person or to any other Buyer personnel shall not constitute a formal protest of the RFQ. Failure to request an interpretation or change will be considered evidence that Contractor understands and agrees to the provisions of the RFQ.

The posting of a written amendment is the only official method by which interpretations, clarifications, changes, or additional information will be given by Buyer prior to the opening of Responses. Any other interpretation, clarification, change or information will have no legal effect.

The Buyer reserves the right to amend, cancel or reissue the RFQ at its discretion. This includes the right to change the Response Due Date and the Contract award date. Notice of all amendments and cancellations will be posted on Buyer's website (please contact the Contact Person if you are uncertain of the website address or if you experience problems accessing it). The Contractor is responsible for monitoring this website for new or changing information.

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2.3 Format/Content of Responses.

A. If a Response Format is specified in the RFQ, Contractors should follow that format.

B. Responses should be prepared simply and economically, providing a straightforward, concise description of Contractor's ability to provide services sought by the RFQ. Unnecessary brochures, artwork, expensive paper, and presentation aids are discouraged. Bindings and covers will be at Contractor's discretion.

C. When responding to specific questions, please reprint each question in its entirety before the response.

D. Responses shall be in ink or typewritten. All corrections must be initialed.

E. Response shall be limited to a page size of 8½" x 11". Font size less than 11-point is discouraged. The Response shall be indexed and all pages sequentially numbered.

F. **Except as may be specifically requested in the Response Format, Contractor may not impose any additional terms or conditions to any aspect of the RFQ.** Buyer objects to and shall not be required to consider any additional terms or conditions submitted by Contractor, including any appearing in the Response. In submitting a Response, Contractor agrees that any additional terms or conditions shall have no force or effect. Any failure to comply with the terms and conditions of the RFQ, including those specifying information that must be submitted with a Response, may result in rejection of the Response. **If Contractor desires a change or clarification to the terms or conditions of the RFQ, Contractor must follow the process set forth in Section 2.2 ("Questions and Requests for Amendments").**

G. Unless otherwise requested by Buyer, Contractors should make only one proposal for each RFQ item. Multiple offerings, alternates (unless any are specifically requested by Buyer) and/or stipulations may be cause for rejection of a Response.

H. Price offerings shall be **inclusive of ALL costs** (including but not limited to administrative cost for submission of all required paperwork on Buyer's behalf and any other costs) and will be the only compensation given to Contractor for the required services herein.

I. All prices submitted under the RFQ shall be indelible. The use of correction fluid or erasures to correct line-item bid prices and/or quantities are not acceptable. Corrections must be by lineout of the incorrect figures, writing in of correct figures, and initialing of the corrections by the originator. Correction fluid or erasure corrected bids will be considered non-responsive for the corrected item(s) only and may render the entire Response as nonresponsive.

J. Failure to sign any form requiring a signature may be grounds for rejecting a Response.

2.4 Submission of Responses.

A. The location and deadline for submitting Responses are set forth in Section 1 of the RFQ. Contractors are fully responsible for meeting these requirements. Reliance upon mail or public carrier is at Contractor's risk. **Late responses will not be considered.**

B. Contractor shall submit:

1) One (1) original signed version of its Response clearly marked as "ORIGINAL." The Response must be signed by an officer or employee having authority to legally bind Contractor.

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2) Three (3) paper ("hard") copies of the entire Response. Copies must be exact duplicates of the original.

3) One (1) digital scanned copy (in .PDF format) of the entire Response on a flash drive. The scanned copy must be **one complete file**, not a series of files, and be an exact duplicate of the original.

4) One (1) REDACTED scanned copy of the Response (**if necessary**, pursuant to Section 2.12). This copy should be marked "Confidential – Trade Secret" or something comparable to alert the reader of Contractor's claim of a public records exemption.

All copies are to be placed in a sealed package. The outside must be marked with (i) the RFQ title and number, and (ii) Contractor's name, address, contact person, and telephone number.

It is the sole responsibility of each Contractor to assure all copies are EXACT duplicates of the original Response. Photocopies or CD copies will be used for the purpose of evaluating the Responses. Any information contained in the original Response which has not been transferred to the CDs or photocopies will NOT be considered. The original document will be used solely for official record keeping and auditing purposes.

2.5 Evaluation of Statement of Qualifications.

A. City will determine the qualifications, interest, and availability of Design-Build Firms by reviewing all SOQ Responses and by conducting formal interviews of selected Design-Build Firms that are determined to be the best qualified based upon evaluation of the SOQ Responses.

B. The determination of which Design-Build Firms are "best qualified" will be based upon the evaluation criteria set forth in this RFQ on Attachment B, which criteria includes qualifications in accordance with Section 287.055, F.S. , and Part 7 of Chapter 126, Ordinance Code.

C. Before making an award, City reserves the right to seek clarifications, revisions, and information it deems necessary for the proper evaluation of the SOQ Responses. Failure to provide any requested clarifications, revisions or information may result in rejection of the SOQ Responses.

D. City reserves the right to accept or reject any and all SOQ Responses, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if City determines that doing so will serve City's best interests. City may reject any Response not submitted in the manner specified by the RFQ.

2.6 Award of Design Build Contract.

A. The process for contract award is set forth in Section 287.055, Florida Statutes, and Jacksonville Ordinance Code Chapter 126, Part 7. Generally, City will evaluate, select and rank, based on the highest to lowest evaluation score, three Design-Build Firms determined based on the evaluation to be the most qualified and advantageous to the City of Jacksonville, and conduct formal interviews with the each of the three-top ranked Firms. The relative importance (i.e., maximum scoring points) assigned to the Evaluation Criteria is set forth on Attachment B.

B. .The three top-ranked Design-Build Firms shall also be scheduled to make presentations before CSPEC, in its sole discretion, regarding their qualifications, organization, development documents, and ability to furnish the required design-build services in accordance with Section 287.055, F.S. and Chapter 126, Part 7. Once the presentations and grading are completed, the CSPEC will forward their recommendation of rankings (first, second, and third ranked Firms) to the Mayor's Office for approval.

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C. Once the City has obtained approval of the rankings, the City shall negotiate with the highest ranked Firm for professional design services pursuant to Section 287.055(5), F.S., at compensation which the City determines is fair, competitive, and reasonable for the Project. Should the City be unable to negotiate satisfactory compensation with the highest ranked Firm, the City will terminate negotiations with the highest ranked Firm. The City shall then undertake negotiations with the second highest ranked Firm for compensation which the City determines is fair, competitive, and reasonable for the Project. Should the City be unable to negotiate satisfactory compensation with the second highest ranked Firm, the City will terminate negotiations with the second highest ranked Firm. The City shall then undertake negotiations with the third highest ranked Firm, and should the City be unable to negotiate satisfactory compensation with the third highest ranked Firm, the City may terminate this RFQ and reissue the RFQ in its sole discretion. Notwithstanding this 2.6(C), pursuant to Section 2.2 above, the City reserves the right to cancel or reissue this RFQ at any time in its sole discretion.

D. Once the City has negotiated satisfactory compensation for professional design services with one of the three top-ranked Design-Build Firms, the CSPEC will forward a recommendation to the Mayor's Office for a Design-Build Contract award, whereby the Design-Build Firm and the City will subsequent to the execution of the Contract, negotiate via a two-step approach payment for the preliminary design (60%) performed by Design-Builder for a specific project based on the Design Criteria Package, and then the guaranteed maximum price (GMP) and guaranteed completion date (GCD) for each Specific Project and incorporate such terms into the Contract by written amendments executed by the parties.

E. City may make an award within sixty (60) days after the date of the Responses are due, during which period the Responses shall remain firm and shall not be withdrawn. Any Response that expresses a shorter duration may, in City's sole discretion, be accepted or rejected. If award is not made within sixty (60) days, the Response shall remain firm until either the Contract is awarded or City receives from Contractor written notice that the Response is withdrawn. [Note: Withdrawal of a Response may be requested within 72 hours (excluding State holidays, Saturdays and Sundays) after the date and time Responses are due. City will not accept an amended Response after the date and time Responses are due.]

F. Except as may otherwise be expressly set forth in the RFQ, City intends to award one contract, but reserves the right to reject all Responses.

G. Based on the evaluation results, City shall electronically post a notice of intended award at City's website. Please contact the Contact Person if you are uncertain of City's website address or if you experience problems accessing it. Any person who is adversely affected by the decision shall file with City a notice of protest in accordance with the Protest provisions of the RFQ. City does not intend to provide tabulations or notices of award by telephone.

H. Subsequent to the award of the Design-Build Contract, in the event the City is unsuccessful in negotiating a GMP and GCD for a Specific Project with the Design-Build Firm, the City reserves the right to terminate the Contract and proceed with a separate solicitation for the identified project or any projects intended for this RFQ.

2.7 **Terms of Agreement.** After award to the successful Design-Build Firm in accordance with Section 2.6 above, City and Design-Build Firm will promptly enter into a Contract incorporating the terms of this RFQ, the requirements of Section 287.055, F.S. to negotiate a GMP and GCD for each Individual Project, and other terms and conditions as may be agreed to between the parties. To the extent the Response contains exceptions to or modifications of the RFQ, such exceptions or modifications are stricken unless City affirmatively accepts the exceptions or modifications in the Contract. The Contract will be substantially in the form set forth in Form 5 of this RFQ, subject to additional modifications required by the City's Office of General Counsel to further the City's purpose of this RFQ. City will not be obligated to pay Design-Build Firm for the RFQ services until the Contract is signed by both parties, and

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subsequently amended as necessary to incorporate funding for the Specific Project and the GMP and GCD regarding the same. City retains the right to reject all bids and/or amend its notice of award at any time prior to the full execution of the Contract.

If the successful Contractor fails to perform the Services as agreed, City reserves the right to (i) issue a new solicitation for the Services; (ii) reopen the RFQ for the purpose of awarding a second contract to another Contractor in accordance with the criteria and processes set forth herein; and/or (iii) take such other actions permitted by law.

2.8 **Public Meetings and Special Accommodations.** Any meetings of the RFQ evaluation committee (i.e., the Competitive Sealed Proposal Evaluation Committee), shall be noticed on Buyer's website and shall comply with Florida's Open Meetings Laws. Please contact the Contact Person if you are uncertain of Buyer's website address or if you experience problems accessing it. Persons requiring a special accommodation because of a disability should contact the Contact Person identified in Section 1 at least forty-eight (48) hours prior to the meeting.

2.9 **Ex-Parte Communications.** Communications regarding the RFQ by a potential vendor, service provider, bidder, lobbyist or consultant to City employees, staff, or hired consultants are prohibited. This prohibition includes communications with the Buyer's Office of General Counsel unless the Contact Person has authorized those communications in advance. Violations may result in the rejection/disqualification of a Response.

These prohibitions on ex-parte communications do not apply to the following:

- communications regarding the RFQ to the Chief of the Procurement Division or the Contact Person, provided the communication is limited strictly to matters of process or procedure already contained in the RFQ.
- communications with the City employee responsible for administering the Jacksonville Small Emerging Business Program, provided the communication is limited strictly to matters of programmatic process or procedures.
- communications at any pre-bid conferences.
- communications with the Office of Inspector General and his/her staff regarding any perceived inefficiency, misconduct or abuse by City employees.
- presentations before publicly noticed committee meetings.
- contract negotiations during any duly noticed public meeting.
- any duly noticed site visits to determine competency of bidders during the period between bid opening and issuance of the Chief of Procurement Division's written recommendation.
- communications that are necessary for, and solely related to, the ordinary course of business concerning Buyer's existing contract(s) for the materials or services addressed in the RFQ.

The period for these prohibitions commences upon the advertisement of the RFQ and terminates after the Chief of the Procurement Division issues a written recommendation to the corresponding awarding committee. If the awarding committee refers the Chief's recommendation back for further review, the prohibitions shall be reinstated until such time as the Chief issues a subsequent recommendation.

2.10 **Cost of Developing RFQ Response.** All costs related to the preparation of Responses and any related activities are the sole responsibility of Contractor. Buyer assumes no liability for any costs incurred by Contractors throughout the entire selection process.

2.11 **Response Ownership.** All Responses, including attachments, supplementary materials, addenda, etc., shall become property of Buyer and shall not be returned to Contractor. Buyer will have the right to use

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any and all ideas or adaptation of ideas presented in any Response. Acceptance or rejection of a Response shall not affect this right.

2.12 **Public Records Law; Process For Protecting Trade Secrets and Other Information.** Article 1, Section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public records. As such, all responses to the RFQ are public records unless exempt by law. If Contractor considers any portion of its Response to be exempt from disclosure under Florida law, Contractor must provide Buyer with a separate redacted copy of the Response and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation. Contractor shall be responsible for defending its determination that the redacted portions of its Response are confidential, trade secret or otherwise not subject to disclosure. Further, Contractor shall protect, defend, and indemnify Buyer for any and all claims arising from or relating to Contractor's determination that the redacted portions of its Response are confidential, trade secret or otherwise not subject to disclosure. If Contractor fails to submit a Redacted Copy with its Response in accordance with Section 2.4 above, Buyer is authorized to produce the entire Response in answer to a public records request.

In accordance with Section 119.0701, Florida Statutes, the Contractor shall:

(a) Keep and maintain public records required by City to perform the services; and

(b) Upon request from City's custodian of public records, provide City with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law; and

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of this Contract if Contractor does not transfer the records to City; and

(d) Upon completion of this Contract, transfer to City at no cost all public records in possession of Contractor or keep and maintain public records required by City to perform the service. If Contractor transfers all public records to City upon completion of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request from City's custodian of public records in a format that is compatible with City's information technology systems.

The above requirements apply to a "Contractor" as defined in Section, 119.0701, Florida Statutes.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT (904) 630-7678; PRR@COJ.NET; CITY OF JACKSONVILLE, PUBLIC RECORDS REQUEST, 214 N. HOGAN STREET, SUITE 1180, JACKSONVILLE, FLORIDA 32202.

2.13 **Multiple Responses from Same Contractor; No Collusion.** More than one Response from an individual, firm, partnership, corporation or association under the same or different names is not permitted. Reasonable grounds for believing that a Contractor is involved in more than one Response for the same work will be cause for rejection of all Responses in which such Contractor is believed to be

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involved. Any or all Responses will be rejected if there is reason to believe that collusion exists between Contractors. Responses in which the prices obviously are unbalanced will be grounds for rejection.

2.14 **Conflict of Interest.** Section 126.110 of the Jacksonville Ordinance Code requires that a public official who has a financial interest in a bid or contract make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract, including but not limited to the public official's name, public office or position held, bid or proposal number, and the position or relationship of the public official with the bidder or Contractor. The parties will follow the provisions of Section 126.110, Jacksonville *Ordinance Code,* with respect to required disclosures by public officials who have or acquire a financial interest in a bid or contract with Buyer, to the extent the parties are aware of the same. All Contractors must submit the Conflict of Interest Certificate attached to the RFQ.

2.15 **Convicted Vendor List.** A person or affiliate placed on the State of Florida convicted vendor list pursuant to Section 287.133, Florida Statutes, following a conviction for a public entity crime may not do any of the following for a period of 36 months from the date of being placed on the convicted vendor list:

- 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; and
- transact business with any public entity in excess of the Category Two threshold amount provided in Section 287.017, Florida Statutes.

2.16 **Discriminatory Supplier List.** An entity or affiliate placed on the State of Florida discriminatory vendor list pursuant to Section 287.134, Florida Statutes, 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, sub-contractor, or consultant under a contract with any public entity; or
- transact business with any public entity.

2.17 **Contractor Representations.** In submitting a Response, Contractor understands, represents, and acknowledges the following (if Contractor cannot so certify to any of following, Contractor shall submit with its Response a written explanation of why it cannot do so).

- Contractor currently has no delinquent obligations to the City of Jacksonville or any of its independent agencies.
- The Response is submitted in good faith and without any prior or future consultation or agreement with any other respondent or potential respondent;
- To the best of the knowledge of the person signing the Response, neither the Contractor, its affiliates, subsidiaries, owners, partners, principals or officers:
    - is currently under investigation by any governmental authority for conspiracy or collusion with respect to bidding on any public contract;

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- is currently under suspension or debarment by any governmental authority in the United States;
- has within the preceding three years been convicted of or had a civil judgment rendered against it, or is presently indicted for or otherwise criminally or civilly charged, in connection with (i) obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; (ii) violation of federal or state antitrust statutes; or (iii) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- has within the preceding three-year period had one or more federal, state, or local government contracts terminated for cause or default.

- If this Agreement is for goods or services of $1 million or more, the City, pursuant to Section 287.135(3)(c), Florida Statutes, may terminate this Agreement at City's option if Contractor:

  (a). Is found to have submitted a false certification under Section 287.135(5), Florida Statutes;

  (b). Has been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel;

  (c). Has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes; or

  (d). Has been engaged in business operations in Cuba or Syria.

- Contractor has read and understands the RFQ terms and conditions, and the Response is submitted in conformance with those terms and conditions.
- All representations made by Contractor to Buyer in connection with the RFQ have been made after a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the Response.
- Contractor shall indemnify, defend, and hold harmless Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the Response.
- All information provided by, and representations made by, Contractor are material and important and may be relied upon by Buyer in awarding the Contract.

2.18 **Protests.** Any protest concerning the RFQ shall be made in accordance with the Procurement Protest Procedures established pursuant to Section 126.106(e) of the Jacksonville Ordinance Code. A full copy of the procedures is available on Buyer's website and can also be obtained by contacting Buyer's Contact Person. Please contact the Contact Person if you are uncertain of Buyer's website address or if you experience problems accessing it. Questions and requests made to the Contact Person shall not constitute formal Notice of Protest.

The Procurement Protest Procedures include the following provisions:

- a Protestant shall have 10 business days after the posting of a solicitation or 48 hours after the posted date and time of a pre-bid or pre-proposal conference, whichever is earlier, or 48 hours after the posting of an amendment, in which to file a written Notice of Protest in order to timely challenge the requirements, terms and/or conditions contained in bid or proposal documents, including without limitation any provisions governing or establishing: (i) the basis for making the award in question; (ii) evaluation criteria; (iii) equipment, product, or material specifications; (iv) proposed project schedules; (v) statements regarding participation goals or other equal opportunity measures; or (vi) other general solicitation or project requirements.

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- a Protestant shall have 48 hours after either the posting or written notification of a decision or intended decision, whichever is earlier, in which to file a written Notice of Protest in order to timely challenge or seek relief from a . . . recommended conclusion to any bid or proposal solicitation process, including without limitation: (i) a recommendation to reject a bid or proposal; (ii) a contract award; or (iii) the short-listing of bidders or proposers.
- A written Notice of Protest shall: (i) be addressed to the Chief [of Jacksonville's Procurement Division]; (ii) identify the solicitation, decision, or recommended award in question by number and title or any other language sufficient to enable the Chief to identify the same; (iii) state the timeliness of the protest; (iv) state Protestant's legal standing to protest; and (v) clearly state with particularity the issue(s), material fact(s) and legal authority upon which the protest is based.
- At the time of filing a timely Notice of Protest, a Protestant may request an extension of three (3) business days after the date its Notice of Protest is timely received, in which to provide supplemental protest documentation. Failure to do so or to timely submit the supplemental protest documentation shall constitute a waiver of any right to same.
- The timely filing of a Notice of Protest shall be accomplished when said notice is actually received by the Procurement Division within the applicable time limitation or period contained herein. Filing a notice may be accomplished by manual transfer via hand-delivery or mail to the Chief of Procurement Division at 214 North Hogan Street, Suite 899, Jacksonville, Florida 32202, or by electronic transfer via facsimile to (904) 255-8837. The responsibility and burden of proof that its Notice of Protest has been timely and properly received shall rest with the Protestant, regardless as to the method of delivery employed.

2.19 **Definitions.** The capitalized terms listed below shall have the following meanings in this RFQ:

- **"Advertisement"** is the advertisement of the design build project similar to the advertisement for professional services currently used by the City of Jacksonville. The advertisement shall appear in a newspaper of general circulation in Jacksonville, Florida.

- **"City"** means the City of Jacksonville, a consolidated municipal corporation and political subdivision existing under the State of Florida, including its Departments and Divisions specifically the Division of Procurement of the Central Operations Department and the Department of Public Works.

- "**Department**" means the State of Florida Department of Transportation

- **"Design Criteria Package (DCP)" or "Design and Construction Criteria Package (DCCP)"** means the design and construction requirements that clearly define the criteria essential to ensure that the project is designed and constructed to meet the needs determined by the City, which will be included in the RFQ. The purpose of the design criteria package is to furnish sufficient information to allow a DBF to prepare a bid or a response to the City's request for proposal, or to permit the City to enter into a negotiated design build contract. The DCP specifies performance-based criteria for each proposed facility-work type improvement project category in Section 4., including the legal description of the project site, topographical survey information concerning the project site, spatial requirements of the project, material quality standards, schematic layouts and conceptual design criteria, cost or budget estimates, design and construction schedules, project site development requirements, provisions for utilities, stormwater management, parking, and other essential and specific requirements of the project.

- **"Design Build Firm (DBF)"** means any company, firm, partnership, corporation, association, joint venture, or other legal entity that is certified under s. 489.119, Florida Statutes, to engage in contracting through a certified or registered general contractor or a

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certified or registered building contractor as the qualifying agent; or is certified under s. 481.023, Florida Statutes, to practice or to offer to practice engineering; or certified under s. 481.319, Florida Statutes, to practice or to offer to practice architecture; or certified under s. 481.319, Florida Statutes, to practice or offer to practice landscape architecture; and which has the capability, in all respects, to fully perform all contract requirements and has a business integrity and reliability which will assure good faith performance. In addition, the DBF shall be on the City's Pre-Qualified Bidders List under the vertical and horizontal categories at the time of submitting its SOQ.

- **"Design Build Contract (DBC)"** means a single contract agreement between the City and a DBF in which the DBF agrees to both design and construct a facility-work type improvement project including but not limited to buildings, facilities, roadway, roadway lighting, drainage, traffic signals, intersection improvements, sidewalks, pavement marking and signalization, bridges, culverts, pedestrian walkways, retaining walls, riverfront bulkheads, town centers, landscape and irrigation, parks, pocket parks, playgrounds, baseball and soccer fields, restroom facilities, community centers, maintenance buildings, concession stands, parking areas, park lighting, and other items as specified in the DCP and in Contract Documents for a specific project.

- **"Design Criteria Professional (DCP)" means** a person who is authorized under Chapters 471, 472, or 481 to practice engineering, landscape architecture, or architecture and who is employed by the City and is tasked with the preparation of the design criteria package.

- **"Guaranteed Completion Date (GCD)"** means the date by which DBF shall substantially complete a facility-work type improvement project and make it ready for use and occupancy by the City under the provisions of a Design Build Contract.

- **"Guaranteed Maximum Price (GMP)"** means the total maximum cost to be paid by the City of Jacksonville for the DBF's complete performance under the Contract Documents, including, without limitation, final completion of all work, all services of the DBF under the Contract, and all fees, compensations, and reimbursements due to the DBF.

- **"Negotiate"** or any form of that word means to conduct legitimate, arms-length discussions and conferences to reach an agreement on the terms of the technical proposal, GMP, and GCD.

- **"Project" or Specific Project** means all activities and work necessary for the design and construction of an individual facility-work type improvement project included in the City of Jacksonville Capital Improvement Program.

- **"Project Manager (PM)"** means a licensed design professional appropriate to the facility-work type improvements employed by the City, who serves as the City's representative and who is responsible for the administration of a specific design build project.

- **"Qualification Evaluation Sub-Committee (QES)"** means a team consisting of licensed design professionals and representatives of the Public Works Department appointed by the City Engineer and confirmed by the Competitive Sealed Proposal Evaluation Committee (CSPEC) to review and evaluate SOQ. The QES shall present its findings to the CSPEC for approval.

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- **"Qualification Process (QP)"** is the process of qualifying and selecting at least three DBF as the most qualified based on the qualifications, availability, and past work of the DBF, including the partners or members thereof.

- **"Request for Qualifications (RFQ)"** is the document, whether attached or incorporated by reference, issued by the City for the purpose of soliciting DBF to apply for qualification and to establish a short list of at least three of the most qualified DBF.

- **"Responsive Design Build Firm (RDBF)"** means a DBF which has the capability to perform the requirements of the DBC, has the integrity and reliability to assure good faith performance, and meets qualification components of the RFQ.

- **"Short-list"** means the narrowing of the field of RDBF through ranking of the most highly ranked qualified DBF who have responded to the RFQ with the intent to advance to the next phase (stage) of the selection process.

- **"Statement of Qualifications (SOQ)"** describes the documentation required for the evaluation of RFQ responses from each of the DBF. Based on the published criteria, the QES will short-list the RDBF and submit its recommendations to the CSPEC for review and approval.

- **"Technical Proposal (TP)"** describes the architectural, engineering, and landscape architecture plans, specifications, and calculations prepared at the 60% (Preliminary) Design Development Level by the DBF who is submitting the GMP and the GCD during contract negotiation with the City. The design shall be sufficiently defined by drawings, narrative, and outline specifications to enable the City to evaluate the level of quantity and quality of the proposed design and construction based on the DCP. The TP will also serve as the comprehensive documentation enabling the City to determine the reasonableness of the GMP and the GCD. The Technical Proposal shall become an integral part of the Design Build Contract.

- **"Technical Proposal Fee (TPF)"** means all costs and expenses a DBF incurs while preparing the TP, the GMP, and the GCD. The TPF shall be included as part of the GMP. However, the City offers no TPF compensation to the DBF if negotiations are unsuccessful.

- **"Technical Review Committee"** means a team consisting of representatives of the Public Works Department appointed by the City Engineer and confirmed by the Competitive Sealed Proposal Evaluation Committee (CSPEC) to review and evaluate Technical Proposals to this RFQ. The Technical Review Committee shall present its findings to the CSPEC for approval.

- **"Two-Phase Selection Process (TPSP)"** means a qualification-based procurement process in which the first phase (stage) consists of selecting a short list of at least two most qualified DBF as determined by their response to the RFQ. The second phase (stage) consists of negotiating a contract with the first most qualified Design Build Firm through reviewing and evaluating the TP, the GMP Proposal, and the GCD Proposal submitted by the DBF based on the DCP.

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Section 3
General Terms and Conditions of Agreement

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3.1. **Provision of Services.** Contractor shall provide Buyer with all of the services and deliverables described in the RFQ, the Response and the resulting Contract (collectively, the "Services"). If any services, functions or responsibilities are not specifically described in the RFQ, the Response or the resulting Contract but 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 the Services to the same extent and in the same manner as if specifically described herein.

3.2. **Relationship of the Parties.** In performance of the Services, Contractor shall be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture or associate of Buyer. Contractor shall be solely responsible for the labor, supplies, materials, means, methods, techniques, sequences and procedures utilized to perform the Services in accordance with the Contract.

3.3. **City's Right to Make Changes.** Buyer may unilaterally require, by written order, changes altering, adding to, or deducting from the Services ("Changes"), provided that such Changes are within the general scope of the Contract. Buyer will make an equitable adjustment in the Contract price or delivery date if the Change materially affects the cost or time of performance. Such equitable adjustments require the written consent of Contractor, which shall not be unreasonably withheld. The Parties will cooperate with each other in good faith in discussing the scope and nature of the Change, the availability of Contractor personnel, the expertise and resources to provide such Change, and the time period in which such Change will be implemented.

3.4. **Service Warranties.** Contractor warrants that the Services shall be performed and delivered in a professional, first-class manner in accordance with the Contract and the standards prevailing in the industry. Contractor shall also undertake the following actions without additional consideration during the term of the Contract and for one year thereafter: (i) promptly making necessary revisions or corrections to resolve any errors and omissions on the part of Contractor; and (ii) conferring with Buyer for the purpose of interpreting any of the Services or information furnished. Acceptance of the Services by Buyer shall not relieve Contractor of these responsibilities. The warranties and covenants in this paragraph will extend to all subcontractors as well.

The foregoing warranties and covenants shall not apply (i) with respect to any portions of the Service that have been produced by anyone other than Contractor or its subcontractors; (ii) to any modifications made by anyone other than Contractor or its subcontractors or without Contractor's specific prior written consent; or (iii) to any use of the Service in a manner or for any purpose other than those contemplated in the Contract. **EXCEPT AS EXPRESSLY STATED IN THE CONTRACT, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR'S WARRANTIES EXTEND SOLELY TO BUYER.**

3.5. **City Will Assist Contractor.** At Contractor's request, Buyer will provide reasonable assistance and cooperation to Contractor, including the supply of any data and information necessary for Contractor to provide the Services. Buyer will also designate a Contract Manager who will, on behalf of Buyer, work with Contractor and administer the Contract in accordance with its terms.

3.6. **Location Requirements for Services.** Unless otherwise stated in the RFQ or the Response, the majority of the Services shall be performed within Duval County, Florida and no Services will be performed outside of the United States. These restrictions may be modified in writing if Buyer determines, in its sole discretion, that the restrictions impose an undue burden on Contractor's ability to perform the Services as contemplated in the Contract.

3.7. **Use of Subcontractors; Flow-Down Provisions.** Except to the extent the use of subcontractors is disclosed in the Response or consented to in writing by Buyer, Contractor shall not be allowed to subcontract or assign any of its duties and obligations hereunder. In all cases, Contractor will be responsible for the acts or omissions of its subcontractors. Contractor will ensure that all relevant contractual obligations will flow down to the subcontractors and will be incorporated into the subcontracts (including the obligations relating to insurance, indemnification, delays, intellectual property rights, public records, non-discrimination, audits, security, location

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of services, termination, transition assistance, warranties, and the manner in which the Services are to be performed).

3.8. Meetings and Reports. Contractor must attend all meetings and public hearings relative to the Services where its presence is determined to be necessary and requested by Buyer and Contractor can reasonably schedule its appearance. Unless otherwise agreed, Contractor shall provide a monthly report summarizing Contractor's performance. Contractor shall provide other periodic reports respecting the Services as Buyer reasonably requests.

3.9. Ownership of Works.

(a) As used in Sections 3.9 and 3.10, the term "Work" shall mean each deliverable, drawing, design, specification, rendering, notebook, tracing, photograph, reference book, equipment, expendable equipment and material, negative, report, finding, recommendation, data and memorandum of every description, shared with or delivered to Buyer pursuant to the Contract.

(b) With the exception of Contractor's pre-existing intellectual capital and third-party intellectual capital as described in Section 3.10 below, Buyer shall own all right, title and interest, including ownership of copyright (limited to the extent permitted by the terms of any governing licenses), in and to each Work including, but not limited to, software, source code, reports, deliverable, or work product developed by Contractor specifically for Buyer in connection with the Contract, and derivative works relating to the foregoing. The use of these Works in any manner by Buyer shall not support any claim by Contractor for additional compensation.

(c) Each Work, and any portion thereof, shall be a "work made for hire" for Buyer pursuant to federal copyright laws. Any software, report, deliverable, or work product as used in connection with the Work, but previously developed by Contractor specifically for other customers of Contractor or for the purpose of providing substantially similar services to other Contractor customers, generally shall not be considered "work made for hire", so long as the foregoing are not first conceived or reduced to practice as part of the Work. To the extent any of the Works are not deemed works made for hire by operation of law, Contractor hereby irrevocably assigns, transfers, and conveys to Buyer, or its designee, without further consideration all of its right, title and interest in such Work, including all rights of patent, copyright, trade secret, trademark or other proprietary rights in such materials. Except as provided in the foregoing sentences, Contractor acknowledges that Buyer shall have the right to obtain and hold in its own name any intellectual property right in and to the Work. Contractor agrees to execute any documents or take any other actions as may reasonably be necessary, or as Buyer may reasonably request, to perfect or evidence Buyer's ownership of the Work.

3.10. Intellectual Property.

(a) Contractor grants to Buyer an irrevocable, perpetual, royalty free and fully paid-up right to use (and such right includes, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant and the right to sublicense all, or any portion of, the foregoing rights to an affiliate or a third party who provides service to Buyer) Contractor's intellectual property (including, without limitation, all trade secrets, patents, copyright and know-how) that is contained or embedded in, required for the use of, that was used in the production of or is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of any applicable unit of Work.

(b) If the Work contains, has embedded in, or requires for the use of, any third party intellectual property, or if the third party intellectual property is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of the Work, Contractor shall secure for Buyer an irrevocable, perpetual, royalty free and fully paid-up right to use all third party intellectual property. Contractor shall secure such right at its expense and prior to incorporating any third party intellectual property (including, without limitation, all trade secrets, patents, copyright and know-how) into any Work, including, without limitation, all drawings or data provided under the Contract, and such right must include, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant of the right and a right to sublicense all

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or any portion of the foregoing rights to an affiliate or a third party service provider. This subparagraph does not apply to standard office software (e.g., Microsoft Office).

(c) Should Buyer, or any third party obtaining such Work through Buyer, use the Work or any part thereof for any purpose other than that which is specified in the Contract, it shall be at Buyer's and such third party's sole risk.

3.11. Software Development Processes and Standards. To the extent any software is developed, modified, or otherwise procured under the Contract, Contractor will use commercially-accepted software development and documentation processes and standards.

3.12. Limitation of Warranty for Buyer-Furnished Software. In lieu of any other warranty expressed or implied herein, Buyer warrants that any programming aids and software packages supplied for Contractor use as Buyer-furnished property shall be suitable for their intended use on the system(s) for which designed. In the case of programming aids and software packages acquired by Buyer from a commercial source, such warranty is limited to that set forth in the contractual document covering the product(s). Should Buyer furnish Contractor with any programming aids or software packages that are found not to be suitable for their intended use on the system(s) for which designed, Contractor shall notify Buyer and supply documentation regarding any defects and their effect on progress on the Contract. Buyer will consider equitably adjusting the delivery performance dates or compensation, or both, and any other contractual provision affected by the Buyer-furnished property in accordance with the procedures provided for in Section 3.3 above ("Buyer's Right to Make Changes").

3.13. Loss of Data. If any Buyer data or record is lost or corrupted due to the negligence of Contractor or any of its subcontractors or agents, Contractor shall be responsible for correcting and recreating all production, test, acceptance and training files or databases affected which are used in the provision of services, at no additional cost to the Customer in the manner and on the schedule set by Buyer. This remedy shall be in addition to any other remedy Buyer may be entitled to by law or the Contract.

3.14. Purchase Orders. If the Contract requires a Service to be ordered by Buyer via purchase order, Contractor shall not deliver or furnish the Service until a Buyer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by Buyer directly with Contractor, and shall be deemed to incorporate by reference the Contract. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to Buyer.

3.15. Best Pricing for Comparable Services to Other Government Entities. Compensation for the Services shall be as set forth in the Contract. During the Contract term, if Contractor offers better pricing to other government entities for substantially the same or a smaller quantity of Services upon the same or similar terms of the Contract ("Better Pricing"), then the price under the Contract shall be immediately reduced to the better price. Buyer may require Contractor to certify on an annual basis that Better Pricing (as defined above) does not exist.

3.16. Invoicing and Payment.

(a) Unless otherwise specified in the RFQ, payment to Contractor for Services shall be made on a monthly basis for the Services provided by Contractor for the preceding month. Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. Buyer may require any other information from Contractor that Buyer deems necessary to verify its obligation to pay under the Contract. Payments will be made to Contractor approximately forty-five (45) days after receipt and acceptance of a proper invoice. Buyer does not pay service charges, interest or late fees unless required by law.

(b) To the extent Contractor's fees include reimbursement for travel or travel- related expenses, such travel and travel-related expenses shall be subject to and governed by the provisions and limitations of Chapter 106, Part 7, Jacksonville Ordinance Code.

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(c) Buyer's obligations to make payment are contingent upon availability of lawfully appropriated funds for the Services.

3.17. Taxes. Buyer is generally exempt from any taxes imposed by the State of Florida or the Federal Government. Exemption certificates will be provided upon request. Contractor shall not include any state, local and federal taxes in any prices quoted to Buyer.

3.18. Right of Setoff. Buyer may, in addition to other remedies available at law or equity and upon notice to Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted in good faith by Buyer (or any other local government entity or authority located in Duval County, Florida) against Contractor.

3.19. Retention of Records / Audits.

(a) Contractor must establish and maintain books, records, contracts, sub-contracts, papers, financial records, supporting documents, statistical records and all other documents pertaining to the Contract (collectively, the "Records"), in whatsoever form or format (including electronic storage media) is reasonable, safe and sufficient.

(b) Contractor must retain all Records for a minimum period of three (3) years after the final payment is made under the Contract. If an audit has been initiated and audit findings have not been resolved at the end of the three (3) year period, the Records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the Contract, at no additional cost to Buyer. Records shall be retained for longer periods when the retention period exceeds the time frames required by law or ordinance.

(c) At all reasonable times for as long as the Records are maintained, Contractor must allow persons duly authorized by Buyer (including Buyer's auditor and inspector general offices), and to have full access to and the right to examine, copy or audit any of the Records, regardless of the form in which kept. Contractor will not charge Buyer for any setup, supervision or space in connection with the examination and audit. Photocopying charges will not exceed the actual and reasonable cost of the copies to Contractor, and Buyer shall be permitted to bring its photocopying equipment if Buyer so desires.

(d) Contractor must comply with and cooperate in any audits or reports requested by Buyer, and must ensure that all related party transactions are disclosed to the auditor.

(e) Contractor must permit Buyer to interview any of Contractor's employees, subcontractors and subcontractor employees to assure Buyer of the satisfactory performance of the terms and conditions of the Contract. Unless the parties agree otherwise or Buyer is willing to pay for the employee's reasonable travel expenses, the interviews will be conducted at the employee's primary place of work. Contractor will not charge Buyer for any employee time unless the interview time for that employee exceeds eight (8) hours in a calendar year.

(f) Following any audit or review, if performance of Contractor is, in the opinion of Buyer, deficient, Buyer will deliver to Contractor a written report of the deficiencies and request for development by Contractor of a corrective action plan. Contractor hereby agrees to prepare and submit, to Buyer, said corrective plan within ten (10) days of receiving Buyer's written report. Thereafter, Contractor must correct all deficiencies in the corrective action plan within a reasonable time after Buyer's receipt of the corrective action plan.

(g) All reports and other information provided by Contractor pursuant to this Section shall be submitted under penalties of perjury, under Section 837.06, Florida Statutes.

(h) Contractor must include the aforementioned audit, inspection, investigation and record-keeping requirements in all subcontracts and Contract assignments.

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(i) Contractor agrees to reimburse Buyer for the reasonable costs of investigation incurred by Buyer for audits, inspections and investigations that uncover a material violation of the Contract. Such costs shall include the salaries of investigators, including overtime, travel and lodging expenses, and expert witness and documentary fees. Contractor shall not be responsible for any costs of investigations that do not uncover a material violation of the Contract.

3.20. Indemnification. See Attachment E attached hereto.

3.21 Insurance. See Attachment F attached hereto.

3.22. Buyer's Right to Suspend Work. Buyer may in its sole discretion suspend any or all activities under the Contract by providing a written notice to Contractor at least five (5) days in advance that outlines the particulars of suspension. Within ninety (90) days of providing such notice, or within any longer period agreed to by Contractor, Buyer shall either (1) authorize the resumption of work, at which time activity shall resume, or (2) terminate the Contract in accordance with the applicable termination provisions. Suspension of work shall not entitle Contractor to any additional compensation. The parties will reasonably amend any schedules relating to performance of the Services to reflect the suspension of work hereunder. Contractor shall not be entitled to receive compensation for any work it performs after being excused from providing it hereunder.

3.23. Buyer's Right to Terminate for Convenience. Buyer reserves the right to terminate the Contract at any time and for any reason by giving written notice to Contractor. If the Contract is terminated for convenience as provided herein, Buyer will be relieved of all further obligations other than payment for that amount of Services actually performed to the date of termination. Access to any and all work papers will be provided to the District after the termination of the Contract. The parties understand and agree that Contractor shall not have a reciprocal right to terminate the Contract for convenience; it being understood that Buyer's payment for Services forms the consideration for Contractor not having this right. In the event of Buyer's termination of the Contract, Buyer (in its sole discretion) may also require Contractor to provide the Transition Services as set forth in Section 3.26 below.

3.24. Buyer's Remedies Upon Contractor Default. Any one or more of the following events, if not cured within ten (10) calendar days after Contractor's receipt of written notice thereof, shall constitute an "Event of Default" on the part of Contractor: (1) Contractor fails to perform the Services within the time specified in the Contract or any extension, (2) Contractor fails to maintain adequate progress, thus endangering performance of the Contract, (3) Contractor fails to honor any other material term of the Contract, or (4) Contractor fails to abide by any statutory, regulatory, or licensing requirement. Buyer may extend the 10-day cure period in its discretion.

In addition, the following shall constitute an immediate Event of Default with no right cure: (i) Contractor is found to have made a false representation or certification in its Response, or (ii) Contractor has been placed on the list maintained under Section 287.135, Florida Statutes, of companies with activities in Sudan or in Iran Petroleum Energy Sector.

Upon an "Event of Default" on the part of Contractor, Buyer will be entitled to terminate the Contract and pursue such other remedies available at law or equity, including the recovery of any re-procurement costs and delay damages. The rights and remedies available to Buyer under the Contract are distinct, separate and cumulative remedies, and no one of them, whether or not exercised by a party, shall be deemed to be in exclusion of any other.

If, after termination, it is determined that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience.

3.25. Contractor Remedies Upon Buyer Default. Buyer shall be in default if Buyer fails to honor any material term of the Contract, and such failure is not cured within forty-five (45) calendar days after receipt of written notice thereof from Contractor. In the event of Buyer's default, Contractor will be entitled to terminate the Contract and pursue such other remedies available at law or equity as it deems appropriate. **Except as expressly**

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provided elsewhere in the Contract, Contractor will not be entitled to recover any lost profits or consequential damages. The rights and remedies available to Contractor under the Contract are distinct, separate and cumulative remedies, and no one of them shall be deemed to be in exclusion of any other.

3.26. Transition Services. At any time prior to the date the Contract expires or terminates for any reason (the "Termination Date"), Buyer may direct Contractor to provide reasonable transition assistance services ("Transition Assistance"). Contractor shall provide such Transition Assistance until such time as Buyer notifies Contractor that Buyer no longer requires such Transition Assistance, but in no event for more than 180 days following the Termination Date.

Transition Assistance shall mean any services, functions or responsibilities that are ordinarily or customarily provided to a purchaser to ensure that the services provided to that purchaser by a contractor are fully transitioned in a smooth and efficient manner to a new service provider (either Buyer itself or a third party contractor). Transition Assistance includes the development and implementation of a detailed transition plan. To the extent that Transition Assistance will involve third parties hired by Buyer, those third parties shall cooperate with Contractor in its provision of Transition Assistance and sign any reasonable non-disclosure agreements required by Contractor.

Transition Assistance rendered before the Termination Date shall be provided at no additional cost to Buyer. Transition Assistance rendered after the Termination Date shall be provided at the rates negotiated by the parties prior to the rendering of such service, which rates shall not exceed the standard market rates that Contractor charges to government entities for comparable services; provided however, that if Buyer terminates the Contract because of a breach by Contractor, then (i) the Transition Assistance shall be provided at no cost to Buyer, and (ii) Buyer will be entitled to any other remedies available to it under law. Contractor may withhold Transition Assistance after the Termination Date if Buyer does not provide reasonable assurance that the charges for such Transition Assistance will be paid to Contractor in accordance with the invoicing and payment provisions of the Contract.

3.27. Force Majeure, Notice of Delay, and No Damages for Delay. Neither party shall be responsible for delays in performance if the delay was beyond that party's control (or the control of its employees, subcontractors or agents). Contractor shall notify Buyer in writing of any such delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date Contractor first had reason to believe that a delay could result. Based upon such notice, Buyer will give Contractor a reasonable extension of time to perform; provided, however, that Buyer may elect to terminate the Contract in whole or in part if Buyer determines, in its sole judgment, that such a delay will significantly impair the value of the Contract to Buyer. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. **THE FOREGOING SHALL CONSTITUTE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** No claim for damages, other than for an extension of time, shall be asserted against Buyer. Contractor shall not be entitled to an increase in the Contract price or payment of any kind from Buyer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever.

3.28. No Waiver. The delay or failure by a party to exercise or enforce any of its rights under the Contract shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. Unless otherwise agreed in writing, Buyer's payment for the Services shall not release Contractor of its obligations under the Contract and shall not be deemed a waiver of Buyer's right to insist upon strict performance hereof.

3.29. Qualification of Contractor Employees, Subcontractors, and Agents. All Contractor employees, subcontractors and agents performing work under the Contract shall be properly trained and qualified. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors and agents performing work under the Contract must comply with all reasonable administrative

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requirements of Buyer and with all controlling laws and regulations relevant to the services they are providing under the Contract. Buyer may conduct, and Contractor shall cooperate in, a security background check or other assessment of any employee, subcontractor or agent furnished by Contractor. Buyer may refuse access to, or require replacement of, any personnel for reasonable cause.

Contractor shall take all actions necessary to ensure that Contractor's employees, subcontractors and agents are not considered employees of Buyer. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors and agents receive payment and any legally mandated insurance (e.g., workers' compensation and unemployment compensation) from an employer other than Buyer.

As a condition to providing services to Buyer, Contractor (and any subcontractor) will enroll and participate in the federal E-Verify Program within thirty days of the effective date of the Contract. Proof of enrollment and participation will be made available to Buyer upon request.

3.30. Security Procedures. Contractor and its employees, subcontractors and agents shall comply fully with all generally applicable security procedures of the United States, the State of Florida and Buyer in performance of the Contract. Buyer agrees that any security procedures imposed by Buyer specifically for the Contract will be reasonable and will not impose any unreasonable costs or hardships.

3.31. Restrictions on the Use or Disclosure of Buyer's Information. Contractor shall not use, copy or disclose to third parties, except in connection with performing the Services, any information obtained by Contractor or its agents, subcontractors or employees in the course of performing the Services, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of Buyer. At Buyer's request, all information furnished by Buyer will be returned to Buyer upon completion of the Services. Contractor shall not be required to keep confidential any information that has already been made publicly available through no fault of Contractor or that Contractor developed independently without relying on Buyer's information. To ensure confidentiality, Contractor shall take appropriate steps as to its employees, agents, and subcontractors, including the insertion of these restrictions in any subcontract agreement. The warranties of this paragraph shall survive the Contract.

3.32. Protection of Contractor's Trade Secrets and Other Confidential Information. All documents received by Buyer in connection with this Agreement are subject to Chapter 119, Florida Statutes (the "Florida Public Records Law"). Any specific information that Contractor claims to be a trade secret or otherwise exempt from the Florida Public Records Law must be clearly identified as such by Contractor on all copies furnished to Buyer. Buyer agrees to notify Contractor of any third-party request to view such information, but it is Contractor's obligation to obtain a court order enjoining disclosure. If Contractor fails to obtain a court order enjoining disclosure within five (5) business days of Contractor's receiving notice of the request, Buyer may release the requested information. Such release shall be deemed for purposes of the Contract to be made with Contractor's consent and will not be deemed to be a violation of law, including but not limited to laws concerning trade secrets, copy right or other intellectual property.

3.33. Assignment. Each party binds itself and its respective successors and assigns in all respects to all of the terms, conditions, covenants and provisions of the Contract. Contractor shall not sell, assign or transfer any of its rights (including rights to payment), duties or obligations under the Contract without the prior written consent of Buyer. In the event of any assignment, Contractor shall remain liable for performance of the Contract unless Buyer expressly waives such liability. Buyer may assign the Contract with prior written notice to Contractor of its intent to do so. Nothing herein shall be construed as creating any personal liability on the part of any officer, employee or agent of Buyer.

3.34. Notice and Approval of Changes in Ownership. Because the award of the Contract may have been predicated upon Contractor's ownership structure, Contractor agrees that any transfer of a substantial interest in Contractor by any of its owners shall require Buyer's prior written approval, which approval shall not be unreasonably withheld or unreasonably delayed. By execution of the Contract, Contractor represents that it has no knowledge of any intent to transfer a substantial interest in Contractor. A substantial interest shall mean at least 25% of the voting shares in Contractor. This section shall not apply to (i) transfers occurring upon the

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incapacitation or death of an owner; (ii) transfers associated with an initial public offering on the NYSE or NASDAQ markets; or (iii) transfers to a company whose stock is publicly traded on the NYSE or NASDAQ markets.

3.35. Assignment of Antitrust Claims. Contractor and Buyer recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by Buyer. Therefore, Contractor hereby assigns to Buyer any and all claims under the antitrust laws of Florida or the United States for overcharges of goods, materials or services purchased in connection with the Contract.

3.36. Equal Employment Opportunity. The Equal Opportunity clause in Title 41, Part 60-1.4 of the Code of Federal Regulations (Paragraphs 1 through 7 of President's Executive Order 11246), the provisions of the Equal Opportunity for Individuals with Disabilities Act in 42 U.S.C. Section 12112, the Listing of Employment Openings for Veterans Clause in Title 41, Part 50-260.2 of the Code of Federal Regulations and the Disabled Veterans and Veterans of the Vietnam era Clause in Title 41, Part 60-250.5 of the Code of Federal Regulations, are incorporated herein by reference if and to the extent applicable. If Contractor is exempt from any of the above cited terms, written evidence of such exempt status must be provided to Buyer.

3.37. Other Non-Discrimination Provisions. As required by Section 126.404, Jacksonville Ordinance Code, contractor represents that it has adopted and will maintain throughout the term of this contract a policy of nondiscrimination or harassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions and related terms and conditions of employment. Contractor agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records, by the Executive Director of the Community Relations Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the non-discrimination provisions of the Contract; *provided however*, that Contractor shall not be required to produce, for inspection, records covering periods of time more than one (1) year prior to the effective date of the Contract. Contractor agrees that, if any of the products or Services to be provided pursuant to the Contract are to be provided by a subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

3.38. Prompt Payment to Subcontractors and Suppliers. The following is required by Chapter 126, Part 6, Jacksonville Ordinance Code; provided however, if Contractor does not use JSEB subcontractors, as identified below, this Section 3.38 shall not apply:

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

(b) *Jacksonville Small and Emerging Business Enterprise and Minority Business Enterprise Participation*. Notwithstanding Chapter 126, Part 6 of the Jacksonville Ordinance Code, Contractor shall pay all contracts awarded with certified Jacksonville Small and Emerging Business Enterprises ("JSEB"), as defined therein, their pro rata share of their earned portion of the progress payments made by Buyer under the Contract within seven (7) business days after Contractor's receipt of payment from Buyer (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 at the time of payment. As a condition precedent to progress and final payments to Contractor, Contractor

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shall provide to Buyer, with its requisition for payment, documentation that sufficiently demonstrates that Contractor has made proper payments to its certified JSEB's from all prior payments Contractor has received from Buyer. Contractor shall not unreasonably withhold payments to certified JSEB's if such payments have been made to Contractor. If Contractor withholds payment to its certified JSEB's, which payment has been made by Buyer to Contractor, Contractor shall return said payment to Buyer. Contractor shall provide notice to Buyer and to the certified JSEB's 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 Buyer and said JSEB's within five (5) calendar days after Contractor's receipt of payment from Buyer. Contractor shall pay all undisputed amounts due within the time limits imposed in this Section. The failure to pay undisputed amounts to the JSEB's within seven (7) business days shall be a breach of the Contract, compensable by one percent (1%) of the outstanding invoice being withheld by Buyer, not as a penalty, but as liquidated damages to compensate for the additional contract administration by Buyer.

(c) *Third Party Liability.* The Prompt Payment requirements hereunder shall in no way create any contractual relationship or obligation between Buyer and any subcontractor, supplier, JSEB or any third party or create any Buyer liability for Contractor's failure to make timely payments hereunder. However, Contractor's failure to comply with the Prompt Payment requirements shall constitute a material breach of Contractor's contractual obligations to Buyer. As a result of said breach, Buyer, without waiving any other available remedy it may have against Contractor, may: (i) issue joint checks; and (ii) charge Contractor a 0.2% daily late payment charge or the charges specified in said Chapter 126 of the Jacksonville Ordinance Code for JSEB's and in Chapter 218, Florida Statutes, for non-JSEB's, whichever is greater.

3.39. Conflicts of Interest. Contractor acknowledges that Section 126.112 of the Jacksonville Ordinance Code requires that a public official who has a financial interest in a bid or contract make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract, including but not limited to the public official's name, public office or position held, bid or proposal number, and the position or relationship of the public official with the bidder or contractor.

3.40. Contingent Fees Prohibited. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure the Contract 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 Contractor, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of the Contract. For the breach or violation of these provisions, Buyer shall have the right to terminate the Contract 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.

3.41. Truth in Negotiation Certificate. The execution of the Contract by Contractor shall be deemed to be a simultaneous execution of a Truth-In-Negotiation Certificate, whereby Contractor 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 Contractor agrees that the compensation hereunder shall be adjusted to exclude any significant sums where Buyer determines the contract price was increased due to inaccurate, incomplete or non-current 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 the Contract.

3.42. Compliance with Applicable Laws. Contractor (and any subcontractors) must comply with all applicable federal, state and local laws, rules and regulations as the same exist and as may be amended from time to time, including, but not limited to:

- Chapter 119, Florida Statutes (the Florida Public Records Law);
- Section 286.011, Florida Statutes (the Florida Sunshine Law);
- Chapter 602, Jacksonville Ordinance Code (the Jacksonville Ethics Code);
- Chapter 126, Jacksonville Ordinance Code (the Jacksonville Purchasing Code); and

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- All licensing and certification requirements applicable to performing the Services.

3.43. Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. These purchases are independent of the agreement between Buyer and Contractor, and Buyer shall not be a party to such transactions.

3.44. Warranty of Ability to Perform. Contractor warrants that (i) it is ready, willing and able to perform its obligations under the Contract, and (ii) to the best of Contractor's knowledge, there are no pending or threatened actions, proceedings, investigations or any other legal or financial conditions that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its Contract obligations. Contractor shall immediately notify Buyer in writing if its ability to perform is compromised in any manner during the term of the Contract.

3.45. Warranty of Authority to Sign Contract. Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

3.46. Governing State Law/Severability/Venue/Waiver of Jury Trial. The rights, obligations and remedies of the parties as specified under the Contract shall be interpreted and governed in all aspects by the laws of the State of Florida. Should any provision of the Contract be determined by the courts to be illegal, unenforceable or in conflict with any applicable law, the validity of the remaining provisions shall not be impaired. Venue for litigation of the Contract shall be exclusively in courts of competent jurisdiction located in Jacksonville, Duval County, Florida. The parties waive any and all rights to a jury trial with respect to disputes arising under the Contract.

3.47. Construction. Both parties acknowledge that they have had the opportunity to provide meaningful input into the terms and conditions contained in the Contract. Therefore any doubtful or ambiguous provisions contained herein shall not be construed against the party who physically prepared the Contract. Article headings appearing herein are inserted for convenience or reference only and shall in no way be construed to be interpretations of text.

3.48 Office of Inspector General. The City of Jacksonville has established an Office of Inspector General, Section 602.301, Part 3, Chapter 602, *Ordinance Code*, as may be amended. The Inspector General's authority includes but is not limited to the power to: review past, present, and proposed City contracts, transactions, accounts, and records; require the production of records; and, audit, investigate, monitor, and inspect the activities of the City, its officials, employees, contractors, their subcontractors and lower tier subcontractors, and other parties doing business with the City and/or receiving City funds in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Section 602.309, *Ordinance Code*.

3.49 Ethics Provisions for Vendors/Suppliers. The Bidder, by affixing its signature to the proposal form, and/or the acceptance of a purchase order, represents that it has reviewed the provisions of the Jacksonville Ethics Code contained in chapter 602, Jacksonville Ordinance Code and the provisions of the Purchasing code contained in chapter 126, Jacksonville Ordinance Code and has read and will comply with the Mandatory Ethics Training for Suppliers located on the Procurement Website.

3.50 Employment Eligibility. Pursuant to the provisions of section 448.095, Florida Statutes, the parties agree to the following. For purpose of this section, the term "contract" includes this Agreement and any contract between the Contractor and any of its subcontractors:

(a) The Contractor and any of its subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Contractor and any of its subcontractors may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

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(b) 1. If the Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

1. If the City has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, then the City shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

2. A contract terminated under subparagraph 1. or subparagraph 2. shall not a breach of contract and may not be considered as such.

(c) 1. The City, the Contractor, or any of the Contractor's subcontractors who has a good faith belief that a person or entity with which it is contracting has knowingly violated s.448.09 (1), Florida Statues, shall terminate the contract with the person or entity.

2. If the City has a good faith belief that as subcontractor knowingly violated this subsection, but the Contractor otherwise complied with this subsection, the City shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the sub-contractor.

3. A contract terminated under subparagraph 1. or subparagraph 2. shall not be a breach of Contract and may not be considered as such.

(d) The City, Contractor, or any of Contractor's subcontractors may file an action with a circuit county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

(e) If the City terminates the Agreement with Contractor under paragraph (c), the Contractor may not be awarded a public contract for at least 1 year after the date on which the Agreement was terminated.

(f) The Contractor is liable for any additional costs incurred by the City as a result of the termination of a contract.

Shorter version:
E-Verify. In accordance with Chapter 2020-149, Laws of Florida, the Contractor confirms that it does not currently, and will not in the future, employ, contract with, or subcontract with unauthorized aliens and that it has registered accordingly with the E-Verify platform. Contractor acknowledges that any violation with the aforementioned will result in a default to this Agreement and the City shall be entitled to any and all relief available, including but not limited to, consequential damages, rebate of fees, costs and expenses, etc., resulting from the voiding of this Agreement.

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Section 4
Description of Services and Deliverables

4.1 Project Scope

The scope of work required of a selected Design-Build Firm for vertical/architectural design-build projects shall include, but it shall not be limited to, the following design, permitting, and construction elements necessary for the construction, reconstruction, repair, restoration and/or demolition activities related to facilities, public buildings (schools, libraries, community centers, fire stations, etc.), pubic park structures/buildings and other facility types and/or aboveground utilities. which may or may not have sustained damaged due to a hurricane, terrorist attack or other disaster event and in accordance with the requirements specified in the Design Criteria Package prepared by City.

A. Design

Design elements of the project (drawings, engineering calculations, reports and specifications) shall cover the following:

- Providing Preliminary (60%) and Final (100%) Design Drawings and Specifications
- Providing Final Construction Contract Documents
- Obtaining all permits and approvals from government agencies and utility companies
- Providing Quality Control for the Design Phase

A DBF selected by the City for negotiating the GMP and the GCD shall provide to the City Project Manager the complete Preliminary (60%) Design at least one week before the date established for commencing the GMP & GCD negotiations.

Design Documents prepared by the DBF shall meet all technical and formal requirements of all pertinent building codes and construction standards as prescribed by the State of Florida and the City of Jacksonville laws and ordinances. All design documents shall be prepared, signed, and sealed by licensed design professionals authorized to practice architecture, landscape architecture, and engineering in the State of Florida. Minimum 2012 AutoCAD Version shall be used in the preparation of the design drawings.

In the Design Criteria Package, the City may also provide the Design Build Firm selected for preparing the TP and negotiating the GMP & GCD with the following design documents for a specific project:

- Topographical and Tree Survey Map including existing utilities
- Environmental Site Assessment Reports
- Geotechnical Exploration Reports
- Utility Availability Letters from JEA

B. Permitting

DBF shall secure and obtain all required permits and approvals from the State of Florida and the City of Jacksonville regulatory agencies as required by law. In addition, the DBF will be required to secure approval or statement of concurrence from applicable utility companies such as JEA, TECO Peoples Gas and/or Sawyer Gas, AT&T Telephone, Comcast, MCI Telecommunications, etc.

Permits and/or approvals from the following agencies must be secured depending on the specific category & location of each individual facility-work type improvement project:

- City of Jacksonville – Building Inspection Division
- City of Jacksonville – Development Management Group
- City of Jacksonville – Public Works Department

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- St Johns River Water Management District
- Florida Department of Environmental Protection
- US Army Corps of Engineers
- Florida Department of Transportation
- JEA, TECO Peoples Gas, Sawyer Gas, Comcast, MCI telecommunications, AT&T Telephone, etc.
- Other Regulatory Agencies as it may be applicable to specific projects

C. Construction

The DBF shall be responsible for fully providing the following elements of each facility-work type improvement project as it may be required in the DCP for a specific project:

- Demolition of existing aboveground and/or subsurface site elements, buildings, utilities, and trees as specified in construction contract documents and a removal and lawful disposal of site/construction debris.
- Furnishing all materials, equipment, labor, and incidentals, and to execute all operations necessary for the full completion of roadways and other pertinent engineering work including: clearing construction site and replacing unsuitable soils; completing earthwork and sub-base; constructing roadway base; providing grading, paving, drainage, stormwater management system, landscape and irrigation, roadway illumination, and sidewalks; providing all utilities and utility connections; and all other project elements as stipulated in the approved project design drawings and specifications.
- Providing maintenance of traffic.
- Providing erosion and sediment control work.
- Providing environmental coordination.
- Providing construction project management.
- Providing Quality Control for construction.
- Obtaining the Certificate of Occupancy issued by the Building Inspection Division.
- Providing as-built drawings & certifications and obtaining acceptance of Using Agencies.
- Providing all warranty services.

The DBF shall provide all construction work, materials, products, equipment, and methods that fully comply with all appropriate building codes and construction standards as prescribed by laws and ordinances of the State of Florida and City of Jacksonville as they may relate to a specific scope of the category of horizontal type improvement project.

D. Design-Build Responsibility

The Design-Build Firm shall be responsible for survey, geotechnical investigation, design, acquisition of all permits not acquired by the **City**, any and all information required to modify permits acquired by the **City**, maintenance of traffic, erosion control, demolition, and construction on or before the Project completion date indicated in the Proposal. The Design-Build Firm will coordinate all utility relocations.

The Design-Build Firm shall be responsible for compliance with Design and Construction Criteria (Section 4.7) which sets forth requirements regarding survey, design, construction, and maintenance of traffic during construction, requirements relative to project management, scheduling, and coordination with other agencies and entities such as state and local government, utilities and the public.

The Design-Build Firm may propose changes which differ from the plans. Proposed changes must be coordinated through the City. If changes are proposed to the configuration, the Design-Build Firm shall be responsible for preparing the necessary analyses and documentation required to satisfy requirements to obtain

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approval of the City. The Design-Build Firm shall provide the required documentation for review and processing. The Design-Build Firm will not be compensated for any additional costs or time resulting from proposed changes.

The Design-Build Firm shall examine the Contract Documents and the site of the proposed work carefully before submitting a Proposal for the work contemplated and shall investigate the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished and as to the requirements of all Contract Documents. Written notification of differing site conditions discovered during the design or construction phase of the Project will be given to the City Project Manager.

The Design-Build Firm shall examine boring data, where available, and make their own interpretation of the subsoil investigations and other preliminary data and shall base their bid on their own opinion of the conditions likely to be encountered. The submission of a proposal is prima facie evidence that the Design-Build Firm has made an examination as described in this provision.

The Design-Build Firm shall demonstrate good project management practices while working on this project. These include communication with the **City** and others as necessary, management of time and resources, and documentation.

E. City Responsibility

The City of Jacksonville will provide a detailed description, location, classification, scope, availability of funds, and other requirements for each project with the Design Criteria Package.

The **City** will provide contract administration, management services, construction engineering inspection services, environmental oversight, and quality acceptance reviews of all work associated with the development and preparation of the contract plans, permits, and construction of the improvements. The **City** will provide job specific information and/or functions as outlined in this document. The cost of project administration performed by employees or consultants of the City including, but not limited to, planning, programming, design and construction project management, construction engineering inspection, preparation of the Design Criteria Package, and other administrative tasks ordinarily conducted by the City shall be excluded from the maximum cost for design and construction.

This Request for Qualifications does not commit the **City** to make studies or designs for the preparation of any proposal, nor to procure or contract for any articles or services.

The **City** does not guarantee the details pertaining to borings, as shown on any documents supplied by the **City**, to be more than a general indication of the materials likely to be found adjacent to holes bored at the site of the work, approximately at the locations indicated.

4.2 Schedule of Events

See Section 1.17 of this RFQ.

4.3 Project Requirements

A. Governing Regulations:

The services performed by the Design-Build Firm shall be in compliance with all applicable Manuals and Guidelines including the **City**, **Department**, FHWA, AASHTO, and additional requirements specified in this document. Except to the extent inconsistent with the specific provisions in this document, the current edition, including updates, of the following Manuals and Guidelines shall be used in the performance of this work. Current edition is defined as the edition in place and adopted by the **City** at the date of advertisement of this contract with the exception of the Standard Specifications for Road and Bridge Construction (Divisions II & III), Special Provisions and Supplemental Specifications, Manual on Uniform Traffic Control Devices (MUTCD),

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Design Standards and Design Standards Modifications. The Design-Build Firm shall use the edition of the Standard Specifications for Road and Bridge Construction (Divisions II & III), Special Provisions and Supplemental Specifications, Design Standards and Design Standard Modifications that is in effect at the time the Bid Price Proposals are due in the **City** Office. The Design-Build Firm shall use the 2009 edition of the MUTCD as amended in 2012. It shall be the Design-Build Firm's responsibility to acquire and utilize the necessary manuals and guidelines that apply to the work required to complete this Project. The services will include preparation of all documents necessary to complete the Project as described in Section I of this document.

1. City of Jacksonville Design Standards
http://www.coj.net/departments/planning-and-development/development-services-division/city-standard-details-(dwg---pdf-formats).aspx

2. City of Jacksonville Standard Specifications
http://www.coj.net/departments/planning-and-development/development-services-division/city-standard-specifications.aspx

3. City of Jacksonville Land Development Procedures Manual
http://www.coj.net/departments/planning-and-development/development-services-division/land-development-procedures-manual.aspx

4. JEA Water and Sewer Standards
https://www.jea.com/Working_With_JEA/Engineering_and_Construction/Reference_Materials/Water_and_Sewer_Standards.aspx

5. Florida Department of Transportation Design Standards
http://www.dot.state.fl.us/rddesign/DesignStandards/Standards.shtm

6. Florida Department of Transportation Standard Specifications for Road and Bridge Construction (Divisions II & III), Special Provisions and Supplemental Specifications
http://www.dot.state.fl.us/programmanagement/specs.shtm

7. Florida Department of Transportation Drainage Manual
http://www.dot.state.fl.us/rddesign/Drainage/ManualsandHandbooks.shtm

8. Florida Department of Transportation Soils and Foundations Handbook
http://www.dot.state.fl.us/structures/Manuals/SFH.pdf

9. Instructions for Design Standards
http://www.dot.state.fl.us/structures/IDS/IDSportal.pdf

10. AASHTO – A Policy on Geometric Design of Highways and Streets
https://bookstore.transportation.org/collection_detail.aspx?ID=110

11. MUTCD - 2009
http://mutcd.fhwa.dot.gov/

12. Safe Mobility For Life Program Policy Statement
http://www.dot.state.fl.us/proceduraldocuments/procedures.shtm

13. Traffic Engineering and Operations Safe Mobility for Life Program
http://www.dot.state.fl.us/trafficoperations/Operations/SafetyisGolden.shtm

14. Florida Department of Transportation American with Disabilities Act (ADA) Requirements For Access To Department Facilities Procedure
http://www.dot.state.fl.us/proceduraldocuments/procedures.shtm

15. Florida Department of Transportation Florida Sampling and Testing Methods
http://www.dot.state.fl.us/statematerialsoffice/administration/resources/library/publications/fstm/disclaimer.shtm

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16. Florida Department of Transportation Flexible Pavement Coring and Evaluation Procedure
http://www.dot.state.fl.us/statematerialsoffice/administration/resources/library/publications/materialsmanual/documents/v1-section32-clean.pdf

17. Florida Department of Transportation Design Bulletins and Update Memos
http://www.dot.state.fl.us/rddesign/Bulletin/Default.shtm

18. Florida Department of Transportation Utility Accommodation Manual
http://www.dot.state.fl.us/programmanagement/utilities/UAM.shtm

19. AASHTO LRFD Bridge Design Specifications
https://bookstore.transportation.org/category_item.aspx?id=BR

20. Florida Department of Transportation Flexible Pavement Design Manual
http://www.dot.state.fl.us/rddesign/PM/publicationS.shtm

21. Florida Department of Transportation Rigid Pavement Design Manual
http://www.dot.state.fl.us/rddesign/PM/publicationS.shtm

22. Florida Department of Transportation Pavement Type Selection Manual
http://www.dot.state.fl.us/rddesign/PM/publicationS.shtm

23. Florida Department of Transportation Right of Way Manual
http://www.dot.state.fl.us/rightofway/Documents.shtm

24. Florida Department of Transportation Traffic Engineering Manual
http://www.dot.state.fl.us/TrafficOperations//Operations/Studies/TEM/TEM.shtm

25. Federal Highway Administration Checklist and Guidelines for Review of Geotechnical Reports and Preliminary Plans and Specifications
http://www.fhwa.dot.gov/engineering/geotech/pubs/reviewguide/checklist.cfm

26. AASHTO Guide for the Development of Bicycle Facilities
https://bookstore.transportation.org/collection_detail.aspx?ID=116

27. Federal Highway Administration Hydraulic Engineering Circular Number 18 (HEC 18).
http://www.fhwa.dot.gov/engineering/hydraulics/library_arc.cfm?pub_number=17

28. Florida Department of Transportation Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways
http://www.dot.state.fl.us/rddesign/FloridaGreenbook/FGB.shtm

29. Florida Department of Transportation Project Development and Environment Manual, Parts 1 and 2
http://www.dot.state.fl.us/emo/pubs/pdeman/pdeman1.shtm

30. Florida Department of Transportation Driveway Information Guide
http://www.dot.state.fl.us/planning/systems/programs/sm/accman/pdfs/driveway2008.pdf

31. AASHTO Highway Safety Manual
http://www.highwaysafetymanual.org/Pages/default.aspx

32. Florida Statutes
http://www.leg.state.fl.us/Statutes/index.cfm?Mode=View%20Statutes&Submenu=1&Tab=statutes&CFID=14677574&CFTOKEN=80981948

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B. Innovative Aspects:

All innovative aspects shall be identified separately as such in the Technical Proposal. An innovative aspect does not include revisions to specifications, standards, or established **City** policies. Innovation should be limited to Design-Build Firm's means and methods, approach to Project, etc.

C. Geotechnical Services:

The Design-Build Firm shall be responsible for identifying and performing any geotechnical investigation, analysis and design of foundations, foundation construction, foundation load and integrity testing, and inspection dictated by the Project needs in accordance with **City** guidelines, procedures, and specifications. All geotechnical work necessary shall be performed in accordance with the Governing Regulations. The Design-Build Firm shall be solely responsible for all geotechnical aspects of the Project.

D. City Commitments:

The Design-Build Firm will be responsible for adhering to the project commitments identified below: N/A

E. Environmental Permits:

1. **Storm Water and Surface Water:**

Plans shall be prepared in accordance with Chapters 373 and 403 (F.S.) and Chapters 40 and 62 (F.A.C.).

2. **Permits:**

All applicable data shall be prepared in accordance with Chapter 373 and 403, Florida Statutes, Chapters 40 and 62, Florida Administrative Code; Rivers and Harbors Act of 1899, Section 404 of the Clean Water Act, 23 CFR 771, 23 CFR 636, and parts 114 and 115, Title 33, Code of Federal Regulations. In addition to these Federal and State permitting requirements, any dredge and fill permitting required by local agencies shall be prepared in accordance with their specific regulations. Acquisition of all applicable permits will be the responsibility of the Design-Build Firm. Preparation of complete permit packages will be the responsibility of the Design-Build Firm, including but not limited to Environmental Resource Permitting (SJRWMD) and Construction Permitting (FDOT Connection Permit and Drainage Permit). As the permittee, the **City** is responsible for reviewing, approving, and signing, the permit application package including all permit modifications, or subsequent permit applications. If any agency rejects or denies the permit application, it is the Design-Build Firm's responsibility to make whatever changes necessary to ensure the permit is approved.

The Design-Build Firm will be required to pay all permit fees. Any fines levied by permitting agencies shall be the responsibility of the Design-Build Firm.

However, notwithstanding anything above to the contrary, upon the Design-Build Firm's preliminary request for extension of Contract Time being made directly to the **City** Engineer, the **City** reserves unto the **City** Engineer, in their sole and absolute discretion, according to the parameters set forth below, the authority to make a determination to grant a non-compensable time extension for any impacts beyond the reasonable control of the Design-Build Firm in securing permits. Furthermore, as to any such impact, no modification provision will be considered by the **City** Engineer unless the Design-Build Firm clearly establishes that it has continuously from the beginning of the Project aggressively, efficiently and effectively pursued the securing of the permits including the utilization of any and all reasonably available means and methods to overcome all impacts. There shall be no right of any kind on behalf of the Design-Build Firm to challenge or otherwise seek review or appeal in any forum of any determination made by the **City** Engineer under this provision.

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F. Survey:

The Design-Build Firm shall perform all surveying and mapping services necessary to complete the Project including a comprehensive survey of all protected trees within the construction limits. Survey services must also comply with all pertinent Florida Statutes and applicable rules in the Florida Administrative Code. All field survey data will be furnished to the **City** Surveyor in a **City** approved digital format, readily available for input and use in CADD Design files. All surveying and mapping work must be accomplished in accordance with the **Department**'s Surveying Procedure, Topic Nos. 550-030-101; Right-of-Way Mapping Procedure, Topic No. 550-030-015; Aerial Surveying Standards for Transportation Projects Procedure, Topic No. 550-020-002. This work must comply with the Minimum Technical Standards for Professional Surveyors and Mappers, Chapter 5J-17, F.A.C., pursuant to Section 472.027, F.S. This survey also must comply with Chapter 177, F.S.

G. Verification of Existing Conditions:

The Design-Build Firm shall be responsible for verification of existing conditions, including research of all existing **City** records and other information.

By execution of the contract, the Design-Build Firm specifically acknowledges and agrees that the Design-Build Firm is contracting and being compensated for performing adequate investigations of existing site conditions sufficient to support the design developed by the Design-Build Firm and that any information is being provided merely to assist the Design-Build Firm in completing adequate site investigations. Notwithstanding any other provision in the contract documents to the contrary, no additional compensation will be paid in the event of any inaccuracies in the preliminary information.

H. Submittals:

Plans must meet the minimum contents of a particular phase submittal prior to submission for review. The particular phase of each submittal shall be clearly indicated on the cover sheet. Component submittals must be accompanied by sufficient information for adjoining components or areas of work to allow for proper evaluation of the component under review. Prior to providing the **City** with any submittals, the Design-Build Firm is required to perform a quality check of the submittal. If the submittal is incomplete or contains substantial errors, then the **City** will reject the submittal.

The Design-Build Firm shall provide copies of required review documents such as those listed below.

60% Component Plans

5 sets of 11″ X 17″ plans
5 sets of 11″ X 17″ each component set
5 copies of Preliminary Geotechnical Report
5 sets of documentation – structures
5 copies of Technical Special Provisions

90% Component Plans

5 sets of 11″ X 17″ plans
5 sets of 11″ X 17″ each component set
5 copies of Final Geotechnical Report
5 sets of documentation – structures
5 copies of Technical Special Provisions

Final Component Plans

5 sets of 11″ X 17″ plans

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5 sets of 11″ X 17″ each component set
5 sets of final documentation
1 signed and sealed copy of Specifications Package
2 sets of electronic copies of Technical Special Provisions on CD

Construction Set:

1 set of 11″X 17″ copies of the signed and sealed plans for the **City** to sign "Released for construction".

Final signed and sealed plans will be delivered to the **City** Project Manager a minimum of fifteen (15) calendar days (excluding Holidays) prior to construction of that component. The **City** Project Manager will send a copy of the final signed and sealed plans to the appropriate office for review and comment. Once all comments have been satisfactorily resolved as determined by the **City**, the **City** Project Manager will initial, date, and sign each submittal as "Released for Construction". Only signed and sealed plans which are signed "Released for Construction" by the **City** Project Manager are valid and all work that the Design-Build Firm performs in advance of the **City** release of Plans will be at the Design-Build Firm's risk. To work at risk, the Design-Build Firm must submit signed and sealed plans and can begin working prior to the **City's** Project Manager providing signed "Release for Construction" plans. The Design-Build Firm shall notify the **City** five (5) days prior to starting work at risk. All work that the Design-Build Firm performs in advance of the **City's** release of Plans will be at the Design-Build Firm's risk.

As-Built Set:

The Design-Build Firm's Professional Engineer in responsible charge of the Project's design shall professionally endorse (sign, seal, and certify) the As-Built Plans, the special provisions and all reference and support documents.

The Design-Build Firm shall complete the As-Built Plans as the Project is being constructed. All changes made subsequent to the "Released for Construction" Plans shall be signed/sealed by the EOR. The As-Built Plans shall reflect all changes initiated by the Design-Build Firm or the **City** in the form of revisions. The record set shall be submitted prior to Project completion for City review and acceptance as a condition precedent to the City issuance of Final Acceptance.

The **City** shall review, certify, and accept the As-built Plans prior to issuing Final Acceptance of the project in order to complete the As-built Plans.

The Design-Build Firm shall furnish to the **City**, upon Project completion, the following:

1 set of 11″ X 17″ signed and sealed plans
4 sets of 11" X 17″ copies of the signed and sealed plans
5 sets of final documentation (if different from final component submittal)
2 Final Project CD's with Electronic As-built plans in CADD and PDF formats

I. Contract Term:

The design-build contract term shall be as set forth in Section 2.7 of this RFQ.

J. Project Schedule:

The Design-Build Firm shall submit a Project schedule which supports the established contract duration submitted as part of the Proposal. The Design-Build Firm's schedule should allow for up to fifteen (15) calendar days (excluding weekends and **City** observed Holidays) review time for **City** review of all submittals.

The minimum number of activities shall be those listed in the payout schedule and those listed below:

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- Anticipated Award Date
- Design Submittals
- Design Survey
- Design Reviews by the **City**
- Design Review / Acceptance Milestones
- Materials Quality Tracking
- Geotechnical Investigation
- Start of Construction
- Clearing and Grubbing
- Construction Mobilization
- Environmental Permit Acquisition
- Permit Submittals
- Holidays (shown as non-work days)
- Additional Construction Milestones as determined by the Design-Build Firm
- Final Completion Date for All Work

K. Key Personnel/Staffing:

The Design-Build Firm's work shall be performed and directed by key personnel identified in the Technical Proposal by the Design-Build Firm. Any changes in the indicated personnel shall be subject to review and approval by the **City** Project Manager. The Design-Build Firm shall have available a professional staff that meets the minimum training and experience set forth in Florida Statute Chapter 455.

L. Meetings and Progress Reporting:

The Design-Build Firm shall anticipate periodic meetings with **City** personnel and other agencies as required for resolution of design and/or construction issues. These meetings may include:

- Technical issue resolution
- Permit agency coordination
- Scoping meetings
- Utility meetings
- Design kickoff meeting
- Comment resolution meetings
- Pre-construction meeting

During design, the Design-Build Firm shall meet with the **City** Design Project Manager on a monthly basis and provide a one-month look ahead of the activities to be completed during the upcoming month.

During construction, the Design-Build Firm shall meet with the **City** Construction Project Manager on a weekly basis and provide a one-week look ahead of the activities to be performed during the coming week.

The Design-Build Firm shall, on a monthly basis, provide written progress reports that describe the items of concern and the work performed on each task.

M. Public Involvement:

The Design-Build Firm may be required to attend and participate in Public Meetings at a time, date, and location to be determined by the **City**.

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N. Quality Management Plan (QMP):

1. **Design:**

The Design-Build Firm shall be responsible for the professional quality, technical accuracy and coordination of all surveys, designs, drawings, specifications, geotechnical and other services furnished by the Design-Build Firm under this contract.

The Design-Build Firm shall provide a Design Quality Management Plan, which describes the Quality Control (QC) procedures to be utilized to verify, independently check, and review all design drawings, specifications, and other documentation prepared as a part of the contract. In addition, the QMP shall establish a Quality Assurance (QA) program to confirm that the Quality Control procedures are followed. The Design-Build Firm shall describe how the checking and review processes are to be documented to verify that the required procedures were followed. The QMP may be one utilized by the Design-Build Firm, as part of their normal operation or it may be one specifically designed for the Project. The Design-Build Firm shall submit a QMP within fifteen (15) working days following issuance of the written Notice to Proceed. A marked up set of prints from the Quality Control review will be sent in with each review submittal. The responsible Professional Engineers or Professional Surveyor that performed the Quality Control review, as well as the QA manager, will sign a statement certifying that the review was conducted.

The Design-Build Firm shall, without additional compensation, correct all errors or deficiencies in the surveys, designs, drawings, specifications, and/or other services.

No fabrication, casting, or construction will occur until all related design review and shop drawing review comments are resolved.

2. **Construction:**

The Design-Build Firm shall be responsible for developing and maintaining a Construction Quality Control Plan which describes their Quality Control procedures to verify, check, and maintain control of key construction processes and materials.

The Construction QC Plan will describe the sampling, testing, and reporting of all materials tests that are anticipated to be needed during the construction phase of the Project. The Design-Build Firm will ensure that the requirements of the **City** and **Department** technical standards are met. As the **City** will be performing QA Reviews and Materials Testing as part of their CEI Process, the Design-Build Firm will provide a schedule of all anticipated testing for at least fifteen (15) days prior to any test.

The **City** shall maintain its rights to inspect construction activities and request any documentation from the Design-Build Firm to ensure quality products and services are being provided in accordance with **City** requirements and the Construction QC Plan.

O. Schedule of Values:

The Design-Build Firm will be responsible for invoicing the **City** based on current invoicing policy and procedure. Invoicing will be based on the completion or percentage of completion of major, well-defined tasks as defined in the schedule of values. Final payment will be made upon final acceptance by the **City** of the Design-Build Project. Tracking DBE participation will be required under normal procedures. The Design-Build Firm must submit the schedule of values to the **City** for approval. No invoices shall be submitted prior to **City** approval of the schedule of values.

Upon receipt of the invoice, the **City** Project Manager will make judgment on whether or not work of sufficient quality and quantity has been accomplished by comparing the reported percent complete against actual work accomplished.

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P. Construction Engineering and Inspection:

The **City** is responsible for providing Construction Engineering and Inspection (CEI) and Quality Assurance Engineering.

The Design-Build Firm is subject to the **City's** Independent Assurance (IA) Procedures.

Q. Testing:

The **City** or its representative will perform verification and resolution testing services in accordance with the latest Specifications.

R. Adjoining Construction Projects:

The Design-Build Firm shall be responsible for coordinating construction activities with other construction Projects that are impacted by or impact this Project. This includes Projects under the jurisdiction of local governments, the **City**, or other regional and state agencies.

S. Use of City Owned Right of Way and Easements:

Use of **City** owned Right of Way by the Design-Build Firm for the purpose of equipment or material storage, lay-down facilities, pre-cast material fabrication sites, batch plants for the production of asphalt, concrete or other construction related materials, etc. shall require advance approval by the **City**. Use of **City** owned Right of Way by the Design-Build Firm for these purposes is expressly limited to the Projects contemplated as part of this RFQ.

T. Design Issue Escalation:

All issues are to be directed to the **City** Project Manager. If the issue cannot be resolved at this level the **City** Project Manager shall forward the issue to the next level in the process. The escalation process begins with the **City** Project Manager, followed by the **City** Paving and Drainage Design Section Manager, and, if necessary to the City Engineer. Each level shall have a maximum of seven (7) calendar days (excluding weekends and **City** observed holidays), to answer, resolve or address the issue. The seven (7) calendar days (excluding weekends and **City** observed holidays) period is a response time and does not infer resolution. Questions may be expressed verbally and followed up in writing. The **City** Project Manager will respond in a timely manner but not to exceed seven (7) calendar days (excluding weekends and **City** observed holidays). The Design-Build Firm shall provide any available supporting documentation. The Design-Build Firm shall provide a similar issue escalation process for their organization with personnel of similar levels of responsibility.
The **City** Engineer will have the final authority on design decisions.

U. Construction Clarification, Conflict Resolution, and Issue Escalation:

In the event that construction problems occur, the resolution of those problems will be processed in one of the following two ways unless revised by a Partnering agreement:

1. If the resolution does not change the original intent of the technical proposal/RFQ, then the Design-Build Firm Engineer of Record (EOR) will be responsible for developing the design solution to the construction problem and the **City** Project Manager will be responsible for review and response within ten (10) calendar days (excluding weekends and **City** observed holidays). The **City** Project Manager will either concur with the proposed solution or, if the **City** Project Manager has concerns, the issue will be escalated as described in the process below.
2. If the resolution does alter the original intent of the technical proposal/RFQ then the EOR will develop the proposed solution, and send it to the **City** Project Manager for review and response. The **City** Project Manager will respond to the proposed solution within ten (10)

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calendar days (excluding weekends and **City** observed holidays). The **City** Project Manager will either concur with the proposed solution or the issue will be escalated as described in the process below. Changes to the original intent of the technical proposal/RFQ will require a contract change order.

3. All issues are to be directed to the **City** Project Manager. If the issue cannot be resolved at this level the **City** Project Manager shall forward the issue to the next level in the process. The escalation process begins with the **City** Project Manager, followed by the **City** Construction Management Section Manager, and, if necessary, is escalated to the City Engineer. Each level shall have a maximum of seven (7) calendar days (excluding weekends and **City** observed holidays) to answer, resolve or address the issue. The seven (7) calendar days (excluding weekends and **City** observed holidays) period is a response time and does not infer resolution. Questions may be expressed verbally and followed up in writing. The **City** Project Manager will respond in a timely manner but not to exceed seven (7) calendar days (excluding weekends and **City** observed holidays). The Design-Build Firm shall provide any available supporting documentation.

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Attachment A
Response Format

To maintain comparability and facilitate the evaluation process, Responses shall be organized in the manner set forth below. Tab delineations for each of the sections would be helpful. The SOQ shall be a formal response to the RFQ from the DBF. The DBF must submit its SOQ by the time and date as shown in the RFQ Project Schedule (Section 1.16). **Each respondent will clearly indicate within the Cover Letter that your response is for the Federally Funded Vertical/Architectural Design-Build Contract.**

The SOQ shall contain no more than twenty-five (25) single-sided double-spaced 8½" by 11" pages, excluding appendices. The font style shall be Arial with a minimum font size of 11 points. A single-page cover letter will not be counted as part of the 25-page limit. A cover letter in excess of one page and any other information submitted beyond that noted in the RFQ will be counted as part of the 25-page limit. Any SOQ exceeding these formal guidelines will be rejected by the City. Provide proof of insurance, bonding capacity, and licensing. Copies of these documents may be included as appendices and will not be counted against the 25-page limit.

1) **Title Page:** Include RFQ Title, RFQ Number, Contractor's full name, address, phone number.

2) **Cover Letter:** Include the following:

- Date of Letter.
- RFQ Title and Number.
- Contractor's full name, address and phone number.
- Names of the persons who will be authorized to make representations for the Contractor, their titles, addresses **(including email address)** and telephone numbers.
- Contractor's Federal Employer ID Number.
- Acknowledgement that (i) the Response is based on the terms set forth in the RFQ and all amendments thereto posted on Buyer's website as of the date of the Response, and (ii) the Contractor will be responsible for monitoring Buyer's website for subsequent amendments and for either maintaining, amending or withdrawing the Response prior to the Response Due Date based on those subsequent amendments.
- Signature of Authorized Representative.

3) **Required Forms.** Attach all forms identified in Section 1 or in Attachments C or F, each signed by an authorized representative. The forms that are required include:

- All issued addenda (if applicable). Addenda must be signed and dated.
- Form 1- Conflict of Interest Certificate
- Form 2 – Proposal Bonds
- Form 6 – Lobbying (Federal Form)
- Attachment C – Equal Business Opportunity Program Forms
- Attachment H – Ex- Offenders Form

4) **Proof of Minimum Requirements.** Responses will ONLY be accepted from companies meeting the minimum requirements in Section 1 of the RFQ. Contractor must provide clear documentation that they meet the minimum requirements.

5) **Statement of Qualifications.** This portion of the Response will be used to provide the information Buyer needs to evaluate how well the Contractor meets the criteria listed in Attachment B – Evaluation Criteria. Failure to provide adequate information on any criterion will result in lower scores and could result in rejection of the Response as non-responsive. **Please divide this portion of the Response into subsections that correspond to each of the listed criteria.**

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Attachment B
Evaluation Matrix

Upon approval of the ranking of DBF responses under each category, the City shall conduct oral interviews for the three top ranked firms in accordance with Section 287.055, F.S. The QES will again serve as the selection committee under the auspices of CSPEC. The three top-ranked Design-Build Firms shall also be scheduled to make presentations before CSPEC, in its sole discretion, regarding their qualifications, organization, development documents, and ability to furnish the required design-build services in accordance with Section 287.055, F.S. and Chapter 126, Part 7.

At the conclusion of the ranking process, the City intends to select the top-ranked DBF as specified within this RFQ. The City intends to contract with the top-ranked DBF.

The City reserves its right to terminate the design build solicitation for any proposed project and transfer it for execution through the design-bid-build delivery method.

A DBF selected to receive a DCP for a specific project shall be required to retain all employees, consultants, sub-consultants, contractors, sub-contractors, and suppliers necessary for the proper execution of the project as it has been listed in the DBF SOQ submitted in response to this solicitation unless otherwise agreed between the parties and approved by the City.

EVALUATION CRITERIA:

I. **EXPERIENCE, COMPETENCE IN, AND APPROACH TO SIMILAR DESIGN-BUILD PROJECTS (ABILITY OF PROFESSIONAL PERSONNEL). (30 Point Value)**
Provide concise information pertaining to professional qualifications, experience, and competence of the Design Build Team or individual firms of the Design Build Team as follows:

1. Identify the lead organization and primary members of the Design Build Team. Name the DBF with whom the City will be contracting and identify if this will be a partnership, corporation, joint venture, etc.
2. Provide an organizational chart of the DBF team describing the role and responsibilities of each team member. Identify all team members that are pre-qualified by the City as a Jacksonville Small Emerging Business.
3. Provide proof of insurance and bonding capacity adequate to complete projects. (Appendix item)
4. Provide proof of licensing including occupational license tax for all business entities and individual professional members of the DBF team. (Appendix item)
5. The DBF team must include at a minimum the following Key Individuals in order for the SOQ to be deemed technically responsive. Identify the Key Individuals and the business entities (firms) by which those individuals are employed. Provide a clear definition of the role and responsibility of each Key Individual relative to the member firm.
   i. Project Principal – The Project Principal (Director) shall be the primary person in charge of and responsible for delivery of the Project in accordance with the Design Build Contract requirements. The Project Principal must have full authority to make the final decisions on behalf of the DBF and have responsibility for communicating these decisions to the City of Jacksonville, Florida. The Project Principal must have at least ten (10) years of requisite experience and provide at least five representative projects.
   ii. Lead Design Professional – The Lead Design Professional shall be in charge of and responsible for all aspects of the design of the Project and shall be a Florida Registered Engineer or Architect or Landscape Architect. The Lead Design Professional shall have a minimum of ten (10) years of post-registration experience in design of similar public or private facility projects, including five (5) years of supervisory experience. The Lead Design Professional shall have coordination and project management responsibilities over the Project Design Team.
   iii. Specialty Design Engineer, Architect, and Landscape Architect – The Specialty Design Engineers such as Civil, Traffic, Drainage, Structural, Electrical, as well as any other necessary design professional shall comprise the Project Design Team and be responsible for preparation of

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construction drawings, calculations and specifications in their respective specialty. Each Specialty Engineer and other design professional shall be licensed in the State of Florida with at least five (5) years of post-registration design experience. Each design professional shall provide at least five representative projects.

iv. Construction Manager – The Construction Manager shall report directly to the Project Principal and shall be responsible for the overall coordination of projects at each location including participation in the design and primary on-site responsibility for construction. The Construction Manager shall have at least five years' experience in this role and provide at least five representative projects while serving as a Construction Manager or Site Superintendent.

v. Design Quality Control Manager – The Design Quality Control Manager shall be responsible for assuring that the design of each project is in compliance with the requirements of the Design Build Contract. The Design Quality Control Manager shall be a Professional Engineer, Registered Architect, or Registered Landscape Architect licensed in the State of Florida and shall report directly to the Project Principal. The Design Quality Control Manager shall have at least 10 years of post-registration experience in design and construction. The Design Quality Control Manager will provide at least three (3) examples of requisite experience in this role.

vi. Construction Quality Control Manager – The Construction Quality Control Manager shall be responsible for assuring that all workmanship and materials are in compliance with the Design Build Contract Requirements. The Construction Quality Control Manager shall have at least ten (10) years of experience in building construction, utility construction, or other representative experience related to the project type offering. The Construction Quality Control Manager will provide at least three (3) examples or requisite experience in this role.

6. All members and personnel of the Design Build Project Team shall hold licenses required for performing work on a specific project under the State of Florida or the City of Jacksonville law and ordinances including occupational tax licenses.
7. Provide information demonstrating that the DBF personnel possess the required minimum qualifications specified in Item 5.
8. Design Build Firm's design team shall have the necessary equipment and personnel to provide the design plans and specifications in a timely manner.
9. Provide one-page resumes of the Key Individuals and other personnel that the Design Builder considers critical to the successful completion of the Project including all team members discussed above in the appendix.
10. Modification to the Design Build Firm's Team or Key Individuals and other personnel listed above is discouraged. The City will not approve requests for modification without justification. Examples of justification include changes in employment status, bankruptcy, inability to perform, organizational conflict of interest, or death of a team member. Replacement team members must be submitted to the City for approval demonstrating equivalent experience to the individual being replaced.
11. For the Project Principal, Lead Design Engineer, and Construction Manager compose a list of projects that they managed in the past. Each list shall consist of a brief description of the projects managed by each of them, name of the owner the work was performed for, the owner's representative's telephone number, total construction cost, duration of construction, and any unusual features.

i. **PAST PERFORMANCE AND RECORD OF PROFESSIONAL ACCOMPLISHMENTS (20 Point Value).**

Provide concise information describing:

1. For the DBF including the Design Build team, provide information demonstrating the firm's qualifications for performing work included in this RFQ. The information shall consist of a list of project experience in the past five (5) years, including year(s) of design and/or construction experience. Provide a separate list of design and construction projects performed by members of the DBF team for the City. (This information may be included in the appendices and will not be counted against the 25-page limit.)
2. For each project listed, provide:
   a. A brief description of the project,
   b. Name of owner for whom the work was performed,

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c. Name, title, and phone numbers of owner's representatives who can verify and discuss the firm's participation in these projects.
(This information may be included in the appendices and will not be counted against the 25-page limit.)

3. Provide brief answers and explanations to the following questions:
   a. Has any member of the DBF team defaulted and/or been terminated on any project within the last (5) years?
   b. In the past five (5) years, has any member of the DBF team been suspended, debarred, disqualified from bidding, or declared ineligible for work by any entity or are any such action pending against them?
   c. How many contract claims were submitted in the past five (5) years by members of the DBF team and how were they resolved?
   d. Does any member of the DBF team have active projects that are behind schedule? If so, why are the projects behind schedule?
   e. Has any member of the DBF team been assessed erosion and sediment control violations and/or fines within the last five (5) years?
   f. Within the last five (5) years, how many projects were constructed by the Design Builder's team that were completed three (3) or more months before the target completion date of these projects? Provide details.
4. Provide the current National Council on Compensation Insurance (NCCI) Experience Modification Rate (EMR) for each DBF team member and all major sub-contractors. Note that the minimum acceptable EMR rating cannot exceed 1.0. If the EMR rating submitted is more than 1.0, the respondent will be regarded as nonresponsive.
5. Provide DBF safety goals for the Project.

III. <u>AVAILABILITY OF ADEQUATE PERSONNEL, EQUIPMENT, AND FACILITIES (20 Point Value).</u>

Provide concise information pertaining to the DBF team's ability to provide adequate personnel, equipment, and facilities in order to provide required design, construction, and quality control services for the Project:

1. Provide the Team Organizational Chart listing available personnel, equipment, and facilities in the design, construction, and quality control activities.
2. Demonstrate the team's ability to commit necessary resources to successfully complete the Project.
3. Demonstrate project team's leadership capability and relevant management experience for the design, construction, and quality control requirements of the Project.

IV. <u>RECENT, CURRENT AND PROJECTED WORKLOAD (10 Point Value)</u>

Provide the number and size of the projects currently being performed. Discuss past ability to deliver projects on a timely basis under similar current workload conditions.

V. <u>OVERALL WILLINGNESS TO MEET BOTH TIME AND BUDGET REQUIREMENTS FOR THE PROJECTS (10 Point Value).</u>

In an effort to remain consistent with Chapter 287, Florida Statutes, responding to this evaluation criterion necessitates that a proposer include statements and references demonstrating that the proposer met both time and budget requirements on projects of similar size and scope that were completed by the proposer within the past three years and that the proposer is meeting both time and budget requirements on projects of similar size and scope that are currently being performed by the proposer ("Reference Projects"). As part of its response to this evaluation criterion, the proposer:

1. must submit an expressed statement of its overall willingness to meet both time and budget requirements for the project in question; and
2. should submit, without limitation, project narratives, schedules, design and construction cost and fee summaries and owner references for any Reference Projects. Any Reference Project which has been completed or for which construction is underway will segregate and identify any design-related schedule or budget impacts. Design schedule and budget information will include both the original and the current or completed schedule and cost data.

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During contract negotiations, successful proposers will be required to provide a Schedule of Proposed Rates on the forms provided as "Form 6". Such rates and costs will be used in the negotiation of fees and shall remain in effect throughout the length of the contract, except **– at the sole discretion of the City -** such rates may be adjusted when an amendment to the original agreement is being negotiated; provided any increases in rates shall not exceed actual increases In the appropriate index (CPI or PPI) for the service being provided since the date of the Original Agreement (Contract). Any allowable rate adjustments for subconsultants shall also follow this procedure.

Schedule A is provided in the RFQ for information only. **Do not return this form with your proposal.**

Proposed overhead rate is limited to 175% of direct labor. Proposed overhead rates in excess of 175% shall conform to Federal Acquisition Regulations as established by a governmental audit certified to by a Certified Public Accountant. However, under no circumstances shall the overhead rate exceed 200%. Profit rate shall only be applied to direct labor plus overhead. No mark-up or profit shall be paid on non-labor related costs, reimbursables or on services provided by subconsultants or others.

VI. FINANCIAL RESPONSIBILITY (10 Point Value)

Provide concise information pertaining to the DBF team's financial responsibility:

A. Indicate the DBF form of business, e.g., corporation, partnership, joint venture, or sole proprietor. Provide information about years in business, change in ownership, bank references, and any other information the DBF may wish to submit to allow the City to verify financial responsibility of each member of the DBF team.

B. Provide the latest DBF Dunn & Bradstreet rating, and financial statement including current balance sheet, and a bank letter indicating the status of all accounts for each principal entity in the DBF team.

C. For a joint venture, provide pertinent complete financial information for each joint venture partner.

D. Disclose any unpaid judgments in excess of $100,000.

E. Disclose any disputed or un-adjudicated claims in excess of $500,000.

F. If the DBF or a Partner in the Joint Venture requires any financial information to be held in confidence, such information shall be submitted in sealed envelopes.

G. Provide evidence that the DBF current bonding capacity is at least $6,000,000. This evidence shall be in the form of a commitment letter from a licensed bonding company (surety).

H. The DBF (and joint venture partners) shall provide a comparison of the anticipated gross monthly billings for the next twelve months for uncompleted work presently under contract, with monthly gross billings for design and construction over the past 24 months.

VII. QUALITY CONTROL PLAN (DESIGN & CONSTRUCTION) (10 Point Value)

The Quality Control Program is a critical component of the design and construction of the Project. It represents assurances to the City that the DBF is executing in accordance with the contract documents. The City will provide the quality assurance and independent testing, but the established Quality Control Program is the backbone for which the City will gauge compliance. The City shall negotiate the provisions of the acceptable Quality Control Program and finalize it prior to contract award.

Describe how the DBF proposes to incorporate the City's quality assurance requirements into his/her Quality Control Program.

The City's quality assurance requirements consist of the following elements: (a) Design Reviews by the Public Works Department, using agency, and/or design consultants hired by the City at the 30%, 60%, 90%, and 100% design completion stages or as determined by the City's PM; (b) Permits and Inspections required by local, state, and Federal regulatory agencies; (c) Reviews and Approvals by Utility Companies; (d) Submittal Reviews by the Department of Public Works or designated consultant; (e) Regular

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Construction Inspections performed by the Department of Public Works or designated consultant; and (f) Construction Material Testing conducted by the City's Testing Consultant.

VIII. ORAL INTERVIEWS (30 Point Value)

The Oral Interviews will have an additional value of thirty (30) points which will be added to the DBF Score from the evaluation of the SOQ. The three top-ranked DBFs from the SOQ Evaluation Process will be scheduled for oral interviews and will be scored based on the criteria set forth in Section 2.6 of this RFQ. provided the criteria and scheduling information for the Oral Interviews. Final Ranking of the top three firms will be based upon the combination of scores combined from the SOQ Evaluation and the Evaluation of the Oral Interviews.

Qualifications	10
Approach to and Schedule for the Project	5
Project Organization	5
Development Documents	5
Ability to Furnish Required Design-Build Services	5

SOQ POINT VALUE FOR EACH EVALUATION CRITERION

The maximum number of points as shown below may be awarded by the QES of the CSPEC to the DBF based on verifiable information provided in the SOQ for each evaluation category listed and described herein. Failure to provide adequate information on any criterion will result in lower scores and could result in rejection of the Statement of Qualification as non-responsive.

The responses to each of the criterion will be evaluated relative to other responses received and awarded a score as listed in the table on the next page.

Item in Attach B	Item's Title	Maximum Number of Points
I	Experience, competence in and approach to the design and construction of various similar design-build projects	15 (Design) 15 (Constr)
II	Past professional accomplishments and performance	10 (Design) 10 (Constr)
III	Availability of adequate personnel, equipment, and facilities	10 (Design) 10 (Constr)
IV	Recent. Current, and Projected Workload	5 (Design) 5 (Constr)
V	Overall willingness to meet time and budget requirements for the projects	10
VI	Financial responsibility	10
VII	Quality control plan (design & construction)	10 (Design) 10 (Constr)
VIII	Oral Interviews	30
Maximum Score		**150**

……

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EQUAL BUSINESS OPPORTUNITY PROGRAM
PROJECT GOALS PLANS
ENCOURAGEMENT/PARTICIPATION/SET-ASIDE

A. POLICY

Pursuant to Part 6 of Chapter 126, Jacksonville Ordinance Code, the City of Jacksonville encourages the utilization and participation of Jacksonville Small and Emerging Businesses (JSEBs) in its contract awards based upon availability. It is the City's intent in adopting this program to reflect the philosophy with regards to enhancing participation of JSEBs in all areas of procurement.

Please be advised that, to be counted toward meeting the participation percentage goal defined herein, all JSEBs shall be certified by the City in accordance with Part 6 of Chapter 126, Jacksonville Ordinance Code.

In-addition the JSEB must have the following Commodity Codes AT THE TIME OF BID OPENING to qualify for Participation, Set-Aside, and Encouragement Projects.

QUALIFYING COMMODITY CODES:
All designations (to include Encouragement) the bidder/proposer must adhere to the following process:

- **The bidder/proposer shall provide interested JSEB's with timely (at a minimum 1 week notice prior to bid submission) adequate information about the plans, specifications, and other such requirements of the bid documents to facilitate a prepared and adequate response/quote.**

- **The bidder/proposer must follow up the initial solicitation with the EBO office. Note: JSEB vendor must provide pricing (based on scope of work provided by bidder/proposer) and not a price or percentage "given" by the bidder/proposer.**

- **Identify a portion of work available to JSEB's using the Letter of Intent and attach the Scope of work to be provided for each vendor.**

- **Bidder proposer can call the EBO office to obtain the list of JSEB'S that are ready, willing, and able. The JSEB office has 48 hours to provide the requested list. Prime contractors can also access the list of JSEB through 1Cloud and the JSEB webpage under the JSEB directory. If you have difficulty securing JSEBs to meet the requirements you should contact the EBO/JSEB Program.**

1.

- **In the event that a bidder/proposer must submit alternate pricing and if affects the JSEB goal there must be a scope of work provided to the JSEB and the scope as well as the alternate pricing must be submitted with the bid documentation.**

2.

In the event bidders/proposers are unable to obtain bids from JSEB subcontractors that equal or exceed the percentage established in the participation goals, shall at minimum, submit, at the time of bid opening a Notice of Intent to Submit the Good Faith Effort Form (Form 4). This is outlined in the Good Faith Effort category in Section I.

B. JSEB OBLIGATION

Bidders/proposers are required to make all efforts reasonably possible to ensure that JSEBs have a full and fair opportunity to compete for performance on this project. Contractors shall not discriminate on the basis of race, ethnicity, national origin or gender in the award and performance of the work under this contract.

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C. ELIGIBILITY

1. To be considered eligible for contract award, the Contractor shall include with the bid/proposal an original Form 1 (Schedule of Subcontractor/Subconsultant Participation).

   a. For solicitations that are not project specific, such as: misc. services, design build, etc.; a percentage will initially be accepted with the bid submittal on Form 1 and the Letters of Intent.
   b. For solicitations that are project specific you will be required to provide a dollar amount on Form 1 and on all Letters of Intent. "TBD" will not be accepted.

2. The prime contractor must submit a Letter of Intent and scope of work needed to perform work related to the project. The Letter of Intent must include the JSEB subcontractor's name, the scope of work to be performed, and the dollar value of the work to be performed by the JSEB (the information contained in the Letters of Intent must reflect the information contained in the bidder's Schedule of Subcontractor/Subconsultant Participation). **Copies of the Form 1 and the Letters of Intent signed by the JSEB subcontractors or suppliers must be submitted at the time of the scheduled bid opening.** Failure to submit the Letter(s) of Intent at the scheduled bid opening may result in the bid in question being rejected as non-responsive.

3. In addition, all JSEBs must be subcontracted in the area that they are licensed and certified, in accordance with the requirements of Part 6, Chapter 126, Jacksonville Ordinance Code.

   a. All businesses must be certified under the provisions set forth below. Certifications will be granted only in those areas for which the business owner(s) has the ability and expertise to manage and control the firm's operations and work.
   b. An owner shall be certified only for specific types of work for which the owner(s) has the ability and expertise to manage and control the firm's operations and work.
   c. Have expertise normally required by the industry for the field for which certification is sought.
   d. Not be a front, broker, or pass-through as defined in Subpart A of this Chapter.
      i. *Front, broker,* or *pass-through* shall mean a JSEB that is not registered as a supplier or distributor through the Florida Department of Revenue, or a JSEB subcontractor who does not self-perform 100 percent of the subcontractor work pursuant to the Schedule of Participation, or a JSEB prime contractor who does not self-perform at least 40 percent of the work for the project.
4. All commodity codes must be acquired prior to the submission of bids through the EBO Compliance officer.

D. COMPLIANCE

All bidders, proposers or subcontractors participating in this project are hereby notified that failure to fully comply with the City's JSEB policy as set forth herein shall constitute a breach of contract which may result in termination of the contract, or such other remedy as deemed appropriate by the Owner. Such penalties as outlined in Section 126.201, Jacksonville Ordinance Code, **will apply.**

E. CONTRACT AWARD

The City proposes to award the contract to the responsive, responsible bidder submitting a reasonable bid, provided: (i) the bidder has met the goals for JSEB participation; or (ii) if unable to meet the goals, the bidder has timely submitted an acceptable Good Faith Effort Statement and supporting documentation that demonstrates, pursuant to Part 6 of Chapter 126, Jacksonville, Ordinance Code, a sufficient attempt to meet the JSEB participation goals as established herein. Bidders are advised that the City has sole discretion and authority to determine if any bidder has made a "Good Faith Effort." The City reserves the right to reject any or all bids submitted. The City will have discretion to reject any bid

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or exclude a prospective bidder from submitting a bid who has been non-responsive to JSEB program requirements without satisfactory justification accepted by the Chief of Procurement. Rejections hereunder may be timely protested pursuant to the city's Procurement Protest Procedures, a copy of which is included as part of these bid documents.

F. SUBCONTRACT CLAUSE

1. All bidders hereby agree to incorporate the JSEB participation, policy, goals, conditions, and instructions in all agreements that offer JSEB participation subcontracting opportunities.

2. If a change order presents further subcontracting opportunity beyond current subcontracting, the prime contractor shall make positive efforts to further include JSEB participation.

3. The JSEB prime contractor shall perform at least 40% of the total amount of the work to be performed under this Contract with its own workforce. Subletting of any Work under this Contract shall not relieve the JSEB prime contractor of its full responsibility for the proper and timely performance and for its selection of Subcontractor (s).

G. POST AWARD REQUIREMENTS

After the award of the contract, failure on the part of the successful contractor to subcontract with JSEBs at a percentage level equal to or higher than stated on Form 1, may put the contractor in violation and is subject to penalties outlined in Chapter 126, Jacksonville Ordinance Code.

H. PAYMENT OF SUBCONTRACTORS

Prime contractors shall certify in writing that ALL subcontractors and suppliers have been paid for work and materials from previous progress payments received (less any retainage) as a condition precedent to prior to receipt of any further progress payments. Prime contractors shall be obligated to pay subcontractors within 3 days of receipt from the City of funds and must confirm payment to the City. Prime contractor shall have a continuing obligation to pay all subcontractors and suppliers equal to the amount of work and materials furnished on this project at the direction of the prime contractor and for which amount prime contractor includes in its request or application for payment that it submits to the city in order to induce payment for the same; otherwise, within 10 business days after receiving written notice from the city, prime contractor shall return to the city any and all amounts it has been paid by the city that prime contractor failed to pay its subcontractors or suppliers in contradiction to information contained in a corresponding request or application for payment submitted by prime contractor. Additionally, failure to comply with the requirements of this section may result in penalties imposed upon prime contractor, including without limitation those outlined in Chapter 126, Jacksonville Ordinance Code.

I. GOOD FAITH EFFORTS

Bidders who are unable to meet the stated JSEB participation goals set forth herein are required to submit to the Chief of Procurement Division: (i) a Notice of Intent to Submit a Good Faith Effort Statement **at the time of bid opening**; and (ii) a completed Good Faith Effort Form (Form 4) and all supporting documentation**,** that demonstrates all of the bidder's efforts in the solicitation of subcontractors to meet the JSEB participation goals on this project, which will be evaluated in accordance with the factors outlined in Part 6 Subpart D of Chapter 126, Jacksonville Ordinance Code, including without limitation §§ 126.618.

Failure to submit the Good Faith Effort Statement and supporting documentation at the scheduled bid opening: (i) shall constitute a waiver of any right to have the same considered; and (ii) may result in the bid in question being rejected as non-responsive.

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If the JSEB Administrator finds that a bidder/proposer did not make sufficient Good Faith Efforts, the JSEB Administrator shall communicate this finding to the user department and recommend that the bid/proposal be rejected. A bidder/proposer may protest this determination pursuant to the City's bid protest procedures.

NOTE: The City will investigate and verify information submitted in determining Good Faith Effort, and, among other factors, will compare the same with the performance of other bidders in their attempt to meet the participation goals defined herein.

J. EXCLUSIONARY AGREEMENTS

Agreements between any bidder/proposer and a JSEB in which the JSEB promises not to provide subcontracting quotations to other bidders are prohibited and may result in both the bidder/proposer and the JSEB being subject to the penalties outlined in Chapter 126, Jacksonville Ordinance Code.

K. JOINT VENTURE SUBMITTAL

For Capital Improvement, contractors submitting as Joint Venture must be certified as a joint venture at the time of bid opening. Information concerning submitting a bid as a Joint Venture may be obtained from the Procurement Division, 214 N. Hogan Street, Suite 800, Jacksonville, FL 32202, (904) 255-8800. Failure to meet the deadline for certification as a Joint Venture may deem a proposal non-responsive.

L. SUBSTITUTIONS

1. The contractor cannot make changes to the Schedule of Participation or substitute subcontractors named in the Schedule of Participation without the Chief's prior written approval based on the Ombudsman's recommendation and JSEB Administrator's compliance review. Unauthorized changes or substitutions shall be a violation of this Chapter and may constitute grounds for rejection of the bid or proposal or cause termination of the executed contract for breach, the withholding of payment and/or subject the contractor to contract penalties or other sanctions. *Sec 126.619 (c)*
2. All requests for changes or substitutions of the subcontractors named in the Schedule of Participation shall be made to the Ombudsman with a copy to the JSEB Administrator in writing, and shall clearly and fully set forth the basis for the request. A contractor shall not substitute a subcontractor or perform the work designated for a subcontractor with its own forces unless and until the Chief approves such substitution in writing. A contractor shall not allow a substituted subcontractor to begin work until the Chief has approved the substitution based on the recommendation of the JSEB Administrator. *Sec 126.619 (c) 1*
3. The facts supporting the request must not have been known nor reasonably should have been known by either party prior to the submission of the Schedule of Participation. Bid shopping is prohibited. The contractor must bring this dispute to the Ombudsman for resolution. *Sec 126.619 (c) 2*
4. The Chief's final decision whether to permit or deny the proposed substitution, and the basis, therefore, will be communicated to the parties in writing by the Chief, with a copy to the CAO. *Sec 126.619 (c) 3*
5. If the City requires the substitution of a subcontractor listed in the Schedule of Participation, the contractor shall undertake Good Faith Efforts to fulfill the Schedule of Participation if the Project Specific Goals would not otherwise be met. If the Goal(s) cannot be reached and Good Faith Efforts have been made, the contractor may substitute with a non-JSEB. *Sec126.619 (c) 4*
6. If a Contractor plans to hire a subcontractor on any scope of work that was not previously disclosed in the Schedule of Participation, the contractor shall obtain the approval of the JSEB Administrator to modify the Schedule of Participation and must make Good Faith Efforts to ensure that JSEBs have a fair opportunity to bid on the new scope of work.

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7. Changes to the scopes of work shall be documented by the User Department at the time they arise, to establish the reasons for the change and the effect on achievement of the Project Specific Goal(s).

M. JSEB MONTHLY REPORT

A completed JSEB Monthly Report (See Form 3) will be included with each pay request. Prime Contractor is required to maintain records of the JSEB Monthly Reports for three (3) years.

N. CALCULATION OF JSEB PARTICIPATION

1. Credits toward the JSEB goal will be based on the percentage of work actually performed by JSEBs.

2. If a certified JSEB bidder bids as a prime contractor, it will meet the established goal by virtue of being a certified JSEB; nevertheless, JSEBs who bid as prime contractors are encouraged to make every attempt to subcontract with other JSEBs.

3. Subject to the requirements of Part 6 of Chapter 126, Jacksonville Ordinance Code, credit towards the JSEB goal allowed for a joint venture involving a JSEB will be equal to the same percentage as the percentage of ownership and control of the JSEB participants in the joint venture. The eligibility of a JSEB joint venture will be determined on a project-by project basis. A joint venture must be certified as a JSEB joint venture at the time of bid opening in order for the participation of the JSEB partner to be counted towards the JSEB goal requirement. The JSEB partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture must be at least twenty-five percent (25%) and the JSEB partner must be responsible for a clearly defined portion of the work to be performed.

4. The EBO office will accept participation from certified JSEB companies that are certified at the time of bid opening, and that are immediately subordinate to subcontractors and sub-consultants, toward meeting percentage goals.

5. The EBO office will accept 100% of purchase price for materials from JSEB suppliers towards meeting JSEB percentage goals.

O. PENALTIES

Severe penalties, including without limitation those outlines in Chapter 126, Jacksonville Ordinance Code, may apply to non-compliance with the Equal Business Opportunity Program and other violations of applicable federal, state, and local laws statutes, ordinances, rules, and regulations.

P. GOAL

The designation of this project is Encouragement NOTE: JSEB participation is not one of the grading criteria.

If Participation _____ PERCENT TO BE PERFORMED BY CITY CERTIFIED JSEBs AT THE TIME OF BID OPENING (ANY COMBINATION)

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JSEB Goals defined

ENCOURAGEMENT

It is an official policy of the City of Jacksonville to encourage the maximum participation of **Jacksonville Small Emerging Business (JSEB)** in its contract awards based upon availability.

Under the encouragement plan, vendors are required to make all efforts reasonably necessary to ensure that City certified JSEB have a full and fair opportunity to compete for performance on this project.

Bidders/Suppliers/Consultants or any entity doing business with the City shall not discriminate on the basis of race, ethnicity, national origin or gender in the award and performance of the work under this contract.

Please use the attached form 1 (Schedule of Participation) to submit JSEB Participation on this Bid. You may contact the Jacksonville Small & Emerging Business Office at (904) 255-8620 to verify the status of a JSEB or visit our web site at www.JSEB.coj.net.

PARTICIPATION

The following goals apply to this contract and submissions of a bid by a prospective contractor shall constitute full acceptance of all conditions outlined in the bid documents, Chapter 126, Jacksonville Ordinance Code, and the prospective contractor's bid proposal.

The attainment of JSEB participation goals established for this contract will be: (i) based upon JSEBs certified by the City AT THE TIME OF BID OPENING in accordance with Part 6 of Chapter 126, Jacksonville Ordinance Code; and (ii) measured as a percentage of the total dollar value of the contract or, in the case of alternates, the percentage is calculated on the base bid for the purpose of the award; however, the contractor is expected to make every attempt to meet or exceed the stated goals when the alternates are awarded.

SET-ASIDE

It is an official policy of the City of Jacksonville to encourage the maximum participation of **Jacksonville Small Emerging Business (JSEB)** in its contract awards based upon availability. It is the City's intent in adopting this program to reflect the philosophy with regard to enhancing participation of JSEBs in all areas of procurement.

The Set Aside Plan is designated for certified Jacksonville Small Emerging Business participation only pursuant to Ordinance 2004-602-E, Section 126.608 (subsequently revised pursuant to 2005-944-E). All bidders responding must be JSEB certified prior to bid opening.

The JSEB prime contractor shall perform at least 40% of the total amount of the work to be performed under this contract with its own workforce. Notwithstanding this provision, a JSEB prime contractor should be prepared to demonstrate its own experience, licensing, capacity and/or ability to perform 100% of the total amount of the work being solicited, and, for purposes of award, a JSEB prime contractor should not rely upon sub-contractors or sub-consultants to meet any minimum requirements or qualifications. Subcontracting of any work under this contract shall not relieve a JSEB prime contractor of its full responsibility for the proper and timely performance and for its selection of subcontractor(s).

In addition to the bidding requirements specified elsewhere in these contract documents, under the Set Aside Plan, bids will only be accepted from bidders who are certified by the City as a JSEB **AT TIME OF BID OPENING,** in accordance with Chapter 126, City Ordinance Code.

You may contact the Jacksonville Small & Emerging Business Office at (904) 255-8620 to verify the status of a JSEB or visit our web site at www.jseb.coj.net.

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JSEB FORM 1
CITY OF JACKSONVILLE SMALL & EMERGING BUSINESS PROGRAM

SCHEDULE OF JSEB SUPPLIER/ CONSULTANT/ SUBCONTRACTOR

NAME OF BIDDER _____

PROJECT TITLE _____

BID NUMBER _____ TOTAL BASE BID AMOUNT_____

***Please list all JSEB Suppliers**

NAME OF SUB FIRM	JSEB (Y/N)	TYPE OF WORK TO BE PERFORMED	TOTAL CONTRACT VALUE (For Design Build only list % amount)

The undersigned acknowledges and agrees that, if any of the above-listed JSEBs are not, for any reason, properly certified with the City, in accordance with Ordinance 2021-117-E, at the time of bid opening, the same will not be counted toward meeting the participation percentage goal as defined herein.

The undersigned will enter into a formal Agreement with the JSEB Suppliers/Consultants/Subcontractors identified herein for work listed in this schedule, as well as any applicable alternates, conditioned upon execution of a contract with the City of Jacksonville. Under penalties of perjury, I declare that I have read the foregoing conditions and instructions and the facts are true to the best of my knowledge and beliefs.

For solicitations that are not project specific, such as: misc. services, design build, etc.; "TBD" will not be accepted with the bid submittal on Form 1 and the Letters of Intent at a minimum should include a percentage of JSEB usage. For solicitations that are project specific you will be required to provide a dollar amount on Form 1 and on all Letters of Intent. "TBD" will not be accepted.

The designation of this project is: Encouragement_✓____Participation_____Set Aside_____

Signature: _____ Title: _____ Date: _____
Signature of Prime Contractor

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JSEB FORM 2

LETTER OF INTENT
TO PERFORM AS A SUBCONTRACTOR or SUB-CONSULTANT

_____
(Name of JSEB Supplier/Consultant/Subcontractor)

Name of Project: _____ Bid Number: _____

I, the undersigned, understand that the price below is representative of my intent to perform the scope of work attached. I further understand that this price is subject to increase or decrease due to the City of Jacksonville bid requirements. All work must meet the City of Jacksonville bid specifications.

*Total amount of work to be performed or materials to be supplied, including Sales Tax

*Scope of Work Attached

_____ $_____

_____ _____ _____
Signature of JSEB Supplier/Consultant/ Subcontractor Title Date

* For solicitations that are not project specific, such as: misc. services, design build, etc.; "TBD" will not be accepted with the bid submittal on Form 1 and the Letters of Intent at minimum there should be a percentage of JSEB usage. For solicitations that are project specific you will be required to provide a dollar amount on Form 1 and on all Letters of Intent. "TBD" will not be accepted.

This form must be used for Letter of Intent.

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FORM 3

CITY OF JACKSONVILLE SMALL & EMERGING BUSINESS PROGRAM
FINANCE & ADMINISTRATION DEPARTMENT
CONSULTANT AND CONTRACTOR'S MONTHLY REPORT

PRIME CONTRACTOR NAME:_____ PROJECT TITLE: _____

PROFESSIONAL SERVICES (RFP) NO. _____ -OR- CITY BID NO._____

CURRENT CONTRACT TOTAL AMOUNT $_____ CITY CONTRACT NO. or PO NO._____

INVOICE INFORMATION

INVOICE NO.: _____ CURRENT INVOICE **$**: _____

FOR PERIOD ENDING DATE: _____ CUMULATIVE INVOICED **$**: _____

% CONTRACT COMPLETE**:**

CONTRACT GOAL TRACKING

JSEB SUPPLIER GOAL $: _____ **JSEB SUPPLIER GOAL %:**

PRIOR MONTH CUMULATIVE **JSEB SUPPLIER $**: _____

PRIOR MONTH CUMULATIVE **NON- JSEB SUPPLIER $**: _____

FORMULA FOR CURRENT MONTH %:
CUMULATIVE $ / CUMULATIVE $ INVOICED

CUMULATIVE **JSEB SUPPLIER $**: _____

CUMULATIVE **JSEB SUPPLIER %** : _____

CUMULATIVE **NON- JSEB SUPPLIER $**: _____

CUMULATIVE **NON- JSEB SUPPLIER %** :

JSEB SUPPLIER/ CONSULTANT/ SUBCONTRACTORS TO BE PAID FROM THIS INVOICE

COMPANY NAME	FEDERAL I.D. NO.	ZIP CODE	JSEB TYPE [1]	TYPE OF WORK [2]	$ THIS PAYMENT
			1.		

NON-JSEB SUPPLIER/ CONSULTANT/ SUBCONTRACTORS TO BE PAID FROM THIS INVOICE

COMPANY NAME	FEDERAL I.D. NO.	ZIP CODE	Type	TYPE OF WORK [2]	$ THIS PAYMENT
			N/A		
			N/A		
			N/A		

[1] **JSEB** (Jacksonville Small Emerging Business)
[2] **TYPE OF WORK**: Examples: Catering, Clerical, Consulting, Engineering, Hauling, Janitorial, Masonry, Site Clearing, Technical Support, etc.

FOR CITY OF JACKSONVILLE USE ONLY

DATE PROCESSED	DOCUMENT NO.	INDEX CODE – SUBOBJECT - PROJECT NO. - DETAIL	$ THIS PAYMENT

Notes:

1. THIS MONTHLY FORM MUST BE COMPLETED AND SUBMITTED WITH ALL REQUESTS FOR PAYMENT AND FINAL PAYMENT.
2. Contractor shall attach to this form a typewritten explanation of any differences in JSEB participation from original contract commitment.

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JSEB FORM 4
CITY OF JACKSONVILLE SMALL & EMERGING BUSINESS PROGRAM
JSEB GOOD FAITH EFFORT DOCUMENTATION

The intent of this form is to document the good faith effort attempts made by the apparent low bidder in soliciting JSEB firms to meet the JSEB project goal. Please note that the project goal will not be waived, and the contractor must make efforts to achieve the goal throughout the life of the contract.

Every work type where there is a certified JSEB, the apparent low bidder must submit the form as follows:

All information submitted on this form is subject to audit by the JSEB Office

Date Submitted: _____ Bid Number: _____ Agency: _____

Contractor Name: _____ Company Address: _____

City_____ State: _____ Zip code: _____ Phone: _____

Goal Percentage: _____ Commitment Percentage: _____ Unattained Percentage: _____

I certify that the information contained in this good faith effort documentation form is true and correct to the best of my knowledge. I further understand that any willful falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions which may involve debarment and/or prosecution under applicable State and Federal laws.

Bidder/Authorized Representative Signature: _____

Representative Title: _____ Date: _____

Witness: _____ Date: _____

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JSEB FORM 4 (Cont.)
CITY OF JACKSONVILLE SMALL & EMERGING BUSINESS PROGRAM

GOOD FAITH EFFORT DOCUMENTATION

Work Type Number	Description of Work, Service or Material	JSEB Firm Name

Contact Name (First and Last)	Contact Date	Contact Method	Contact Results	Bid Amount
1.				
2.				
3.				

Comments:

Work Type Number	Description of Work, Service or	JSEB Firm Name

Contact Name (First and Last)	Contact Date	Contact Method	Contact Results	Bid Amount
1.				
2.				
3.				

Comments:

Work Type Number	Description of Work, Service or Material	JSEB Firm Name

Contact Name (First and Last)	Contact Date	Contact Method	Contact Results	Bid Amount
1.				
2.				
3.				

Comments:

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GOOD FAITH EFFORT REQUIREMENTS

GOOD FAITH EFFORTS

Proposers who fail to meet the stated JSEB participation goals set forth in Section "I" are required to submit with their proposal all efforts that would demonstrate a "Good Faith Effort" in the solicitation of subcontractors to meet the JSEB participation goals on this project.

The following categories, without limitations, may be utilized in considering Good Faith Efforts as outlined in Chapter 126, Jacksonville Ordinance code:

(1) A contact log showing the name, address, and contact number (phone or fax) used to contact the proposed certified subcontractors, nature of work requested for quote, date of contact, person making the effort;

(2) The description of work for which a quote was requested;

(3) The amount of the quote given if one was obtained;

(4) The list of divisions of work not subcontracted and an explanation why not; and

(5) Subcontractor information as requested by forms developed by the Department.

If the JSEB Administrator finds that a bidder/proposer did not make sufficient Good Faith Efforts, the JSEB Administrator shall communicate this finding to the user department and recommend that the bid/proposal be rejected. A bidder/proposer may protest this determination pursuant to the City's bid protest procedures.

NOTE: The City will investigate and verify information submitted in determining Good Faith Effort and will compare the same with the performance of other proposers' attempts to meet the participation goals defined herein.

SOLICITATION EFFORTS - Should include your efforts to solicit quotes, through all reasonable and available means, the interest of all certified firms who have the capability to perform the work of the contract. The bidder should ensure that the requests are made within sufficient time to allow JSEB firms to respond. The contractor should take the initiative to contact firms which have indicated an interest in participating as a subcontractor/supplier.

ADDITIONAL EFFORTS - Utilizing the services offered by the City of Jacksonville Small and Emerging Business Office for assistance with recruitment efforts. Contractors are encouraged to undertake and document any other efforts taken in their attempt to fulfill the project goal.

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Attachment D

DISQUALIFIED/PROBATIONARY SUPPLIERS LIST

In accordance with the City's Procurement Code 126.201 (1) (1), the Chief of Procurement and all agencies are advised to cease doing business with disqualified suppliers as they appear on this list. However, any existing contracts held by the suppliers listed below should be completed.

SUPPLIER	SUPPLIER-FEIN #	Date of Disqualification	Eligibility Reinstatement Date
Able Lumber and Supply	593198312	07/18/1997	07/18/1998
*Aquino Construction Company, Inc.	00001424	04/19/2018	04/19/2021
Armored Car Services	593191058	02/10/2000	02/10/2001
*Arnett Contracting, Inc.	223965485	06/04/2010	06/04/2013
Ashland Technologies, Inc.		12/03/2021	PERMANENTLY
*Aztec American Builders, Inc.	00012849	01/10/2018	01/10/2021
C & H Construction	593216284	03/07/2002	03/07/2003
Carolina Paper Mill	593579372	10/20/1980	10/20/1981
*Cleft Landscape Mgmt.	590036843	10/26/2000	10/26/2001
Concerned Citizens of Developing the Disable, Inc. d/b/a A.I.C.R.		07/23/1998	07/23/1999
Court Yard Concepts	593198312	05/07/1997	05/07/1998
Creed Company	45357941	03/07/1990	03/07/1991
D&D Site Work, Inc.		10/9/2013	10/9/2016
Elite Public Safety		03/25/2000	03/25/2001
Fire Defense Centers	593035606	06/08/1987	06/08/1988
*First Coast Site Contractors	273995727	10/26/2012	10/26/2013
**Francbeth, Inc.	593658944	07/9/2014	07/9/2015
*GA Janitorial Cleaning Svcs., Inc.	010684614	08/31/2009	08/31/2010
George Patterson & Assoc.	59317759	06/05/1998	06/05/1999
*General Contracting Repair and Installation, Inc.		12/02/2022	12/01/2027
G K Solutions	593541756	09/08/1999	09/08/2000
Kingdom Cleaning	*****6694/*****9588	10/20/2015	10/20/2017
*Process Server Enterprises, LLC	263336079	04/29/2010	04/29/2011
**Ray T. Freiha Construction, Inc.	593615599	06/01/2010	06/01/2012
*The Real Dirt Busters	*****3042	10/26/2012	10/26/2015
**Sheza General Contractors, Inc.	593430930	11/02/2010	11/02/2011
Tiger Tale Publication		05/21/1998	05/21/1999
Whittle & Sons		07/25/1980	07/25/1981

***Suppliers disqualified/debarred from bidding as Prime and/or Sub Contractors**
****Suppliers placed on probation for a period of 6 months or more**

Revised 9/26/2023

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Attachment E

Indemnification

Contractor shall hold harmless, indemnify, and defend the City of Jacksonville and City's members, officers, officials, employees and agents (collectively the "City Indemnified Parties") from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing City Indemnified Parties for:

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

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

If an Indemnified Party exercises its rights and obligations under this Contract, the Indemnified Party will (1) provide reasonable notice to the City Indemnified Parties of the applicable claim or liability, and (2) allow the Indemnifying Party , at their own expense, to participate in the litigation of such claim or liability to protect their interests. The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by any insurance provided pursuant to the Contract or otherwise. Such terms of indemnity shall survive the expiration or termination of the Contract.

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of the indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

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Attachment F
Insurance Requirements

Without limiting its liability under this contract Contractor and its subcontractors shall always during the term of this Contract procure prior to commencement of work and maintain at its sole expense during the life of this Contract (and materialmen and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below:

Insurance Coverages

Schedule	Limits
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

This insurance shall cover the Contractor (and, to the extent they are not otherwise insured, its contractors and 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, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

Commercial General Liability	$5,000,000	General Aggregate
	$5,000,000	Products & Comp. Ops. Agg.
	$5,000,000	Personal/Advertising Injury
	$5,000,000	Each Occurrence
	$ 50,000	Fire Damage
	$ 5,000	Medical Expenses

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City's Office of Insurance and Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits. Applicant shall continue to maintain products/completed operations coverage for a period of three (3) years after the final completion of the Project. The amount of products/completed operations coverage maintained during the three-year period shall be not less than the combined limits of Products/ Completed Operations coverage required to be maintained by Applicant in the combination of the Commercial General Liability coverage and Umbrella Liability Coverage during the performance of the Work.

Automobile Liability $5,000,000 Combined Single Limit
(Coverage for all automobiles, owned, hired or non-owned used in performance of the Contract)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement). An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

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Design Professional Liability $5M per Claim
$5M Annual aggregate

Any entity hired to perform professional design services as a part of this **Contract** shall maintain professional liability coverage. Such coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this **Contract** and such claims-made coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

Pollution Liability $1,000,000 per Loss
$2,000,000 Annual Aggregate

Any entity hired to perform services as part of this **Contract** for environmental or pollution related concerns shall maintain Contractor's Pollution Liability coverage. Such coverage will include bodily injury, sickness, and disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to destruction of tangible property including resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed; defense including costs charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; coverage for losses caused by pollution conditions that arises from the operations of the contractor including transportation. Such coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this **Contract** and such claims-made coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

Pollution Legal Liability $1,000,000 per Loss
$2,000,000 Aggregate

Any entity hired to perform services as a part of this **Contract** that require disposal of any hazardous material off the job site shall maintain Pollution Legal Liability with coverage for bodily injury and property damage for losses that arise from the facility that is accepting the waste under this **Contract**. Such coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this **Contract** and such claims-made coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

Builders Risk/Installation Floater **100% Completed Value of the Project**

To the extent construction services above $10,000 will occur, a Builder's Risk policy shall be required. Such insurance shall be on a form acceptable to the City's Office of Risk Management. The Builder's Risk policy shall include All Risk Coverages on a form no more restrictive than the ISO "Special" Causes of Loss form and shall include coverage for Wind and Hail and Earth Movement. The Builder's Risk and/or Installation policy shall not be subject to a coinsurance clause. A maximum $10,000 deductible for other than windstorm and hail. For windstorm and hail coverage, the maximum deductible applicable shall be 2% of the completed value of the project. Named insureds shall be: the Design-Builder, the City, and the City's members, officials, officers, employees and agents, and the Program Management Firms(s) (when program management services are provided). The City of Jacksonville and the City's members, officials, officers, employees and agents are to be named as a loss payee.

Additional Insurance Provisions

A. Certificates of Insurance. Contractor shall deliver the City Certificates of Insurance that shows the corresponding **City Contract or Bid Number** in the Description, **Additional Insureds, Waivers of Subrogation** and **Primary & Non-Contributory statement** as provided below. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.

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B. Additional Insured: All insurance **except** Worker's Compensation shall be endorsed to name the City of Jacksonville and City's members, officials, officers, employees and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and, if products and completed operations is required, CG2037, Automobile Liability CA2048.

C. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and its members, officials, officers employees and agents.

D. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida State or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.

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

F. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Contract shall remain the sole and exclusive responsibility of the named insured Contractor. Under no circumstances will the City of Jacksonville and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Contract.

G. Contractor's Insurance Additional Remedy. Compliance with the insurance requirements of this Contract shall not limit the liability of the Contractor or its Subcontractors, employees or agents to the City or others. Any remedy provided to City or City's members, officials, officers, employees or agents shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.

H. Waiver/Estoppel. Neither approval by City nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide insurance as required under this Contract.

I. Notice. The Contractor shall provide an endorsement issued by the insurer to provide the City thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not provided, the Contractor, as applicable, shall provide said thirty (30) days written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.

J. Survival. Anything to the contrary notwithstanding, the liabilities of the Contractor under this Contract shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.

K. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City also be named as an additional insured.

L. Special Provision: Prior to executing this Agreement, Contractor shall present this Contract and insurance requirements to its Insurance Agent Affirming: 1) That the Agent has Personally reviewed the insurance requirements of the Contract Documents, and (2) That the Agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of the Contractor.

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INSURANCE

Bonds and Other Performance Security. Design-Builder shall not perform or commence any construction services for a Project until the following performance bond and labor and material payment bond or other performance security have been delivered to Owner: Bonds - In accordance with the provisions of Section 255.05, *Florida Statutes*, Design-Builder shall provide to Owner, on forms furnished by Owner, a 100% Performance Bond and a 100% Labor and Material Payment Bond for each Project performed under this Agreement, each in an amount not less than the GMP as defined in Article 6 and inclusive of Design-Builder fees. No qualification or modifications to the Bond forms are permitted.

To be acceptable to Owner as Surety for Performance Bonds and Labor and Material Payment Bonds, a Surety Company shall comply with the following provisions:

.1 The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida.

.2 The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the *United States Code.*

.3 The Surety Company shall be in full compliance with the provisions of the *Florida Insurance Code.*

.4 The Surety Company shall have at least twice the minimum surplus and capital required by the *Florida Insurance Code* during the life of this agreement.

.5 If the Contract Award Amount exceeds $500,000, the Surety Company shall also comply with the following provisions:

a. The Surety Company shall have at least the following minimum ratings in the latest issue of A.M. Best's Key Insured Rating Guide.

CONTRACT AMOUNT	INSURER RATING	FINANCIAL SIZE CATEGORY
$ 500,000 TO 1,000,000	A-	CLASS IV
1,000,000 TO 2,500,000	A-	CLASS V
2,500,000 TO 5,000,000	A-	CLASS VI
5,000,000 TO 10,000,000	A-	CLASS VII
10,000,000 TO 25,000,000	A-	CLASS VIII
25,000,000 TO 50,000,000	A-	CLASS IX
50,000,000 TO 75,000,000	A-	CLASS X

b. The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:

1) Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Insurance to conduct business in this state have been met.

2) In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

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Attachment G
Executive Order 2013-05

OFFICE OF MAYOR ALVIN BROWN

ST. JAMES BUILDING
117 WEST DUVAL STREET, SUITE 400
JACKSONVILLE, FLORIDA 32202

PH: (904) 630-1776
FAX: (904) 630-2391
www.coj.net

EXECUTIVE ORDER NO. 2013-05

TO: **All Elected Officials, Department Heads, Division Chiefs, Independent Agencies, Authorities, Boards, Commissions and Councils**

FROM: **Alvin Brown, Mayor**

SUBJECT: **Change Orders**

By virtue of the authority vested in me as Mayor by the Charter of the City of Jacksonville and by Section 20.107, *Ordinance Code*, and as the chief executive and administrative officer of the Consolidated Government, it is ordered as follows:

Repeal of Executive Order No. 94-187. This Executive Order shall nullify and supersede Executive Order No. 94-187 in order to provide guidance for the review of all Change Orders as defined herein, except for purchases made pursuant to the informal purchase provisions or the emergency provisions of Chapter 126, *Ordinance Code* (the "Purchasing Code").

Definition of Change Order. For the purposes of this Executive Order, a Change Order is defined as any written agreement between the City and a person or business entity modifying in any way an existing contract between such parties previously made pursuant to the formal purchasing provisions of Part 2 (Supplies Contractual Services and Capital Improvements), Part 3 (Professional Services Contracts), or Part 7 (Design Build Contracts), of the Purchasing Code.

Administrative Review of Change Orders. Change Orders shall be initiated by the applicable department on a form developed by the Procurement Division, which shall include without limitation the following:

(a) signature approval by the director or designee of the requesting department;

(b) recommendation or approval, if applicable, by the consultant(s), if any;

(c) original maximum indebtedness of the contract, individual listing of any prior dollar amount of increases or decreases resulting from prior, properly approved Change Orders, and dollar amount of increase or decrease of the proposed Change Order;

(d) original time period for completion of work, supply of product or the like, individual listing of any prior time extensions or reductions resulting from prior,

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properly approved Change Orders, and amount of time extension or reduction of the proposed Change Order;

(e) designation of source of funds by account number, name of account and/or other pertinent means of identification;

(f) a full, detailed written description of the proposed change, a statement of the reasons why the proposed change is in the City's best interest, and a statement of whether the proposed change is the result of an unforeseen condition, client request or increase in scope, a reconciliation of quantities, or design error or omission; and

(g) such other information as determined by the Chief of the Procurement Division to be necessary or desirable to carry out the provisions of this Executive Order.

Each proposed Change Order shall be transmitted by the initiating department to the Department of Finance for written certification (by email or otherwise) as to the availability of funds in accordance with Section 24.103(e) of the *Ordinance Code*, of the City of Jacksonville.

If the necessary funds are available, the proposed Change Order shall then be transmitted to the Chief of the Procurement Division. The Chief of the Procurement Division or his/her designee(s) shall review the proposed Change Order for the purpose of ensuring efficiency in purchasing and promoting good contract purchase practices and shall consider without limitation the following factors in approving or disapproving the proposed Change Order:

(a) comparison of the maximum dollar amount of the increase or decrease of the proposed Change Order and any prior increases or decreases to the original maximum indebtedness of the contract;

(b) comparison of unit or lump sum prices in the proposed Change Order to the unit or lump sum prices in the contract;

(c) comparison of the scope and limits of work in the proposed Change Order to the scope and limits of work in the contract;

(d) comparison of time extension or reduction in the proposed Change Order to the completion date and liquidated damages in the contract;

(e) determination as to whether the proposed Change Order is a result of an unforeseen condition, client request or increase in scope, a reconciliation of quantities, or design error or omission; and

(f) any other relevant factors as determined by the Chief of the Procurement Division which relate to efficiency in purchasing and promoting good contract purchase practices.

Having completed such review, the Chief of the Procurement Division or his/her designee shall approve or disapprove the proposed Change Order with any additional comment deemed pertinent. A disapproved proposed Change Order shall be sent back to the initiating department.

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Awards Committee and Mayoral Approval. If approved by the Chief of the Procurement Division, the proposed Change Order shall be forwarded to the applicable Awards Committee (GGAC, CSPEC or PSEC) for consideration. If approved by the applicable Awards Committee, the proposed Change Order will be forwarded to the Mayor's Office for review, approval and execution by the Mayor or his/her designee and by the Corporation Secretary.

Special Rules for Change Orders on Capital Construction Projects. The following exceptions to the process described above shall apply to proposed Change Orders on contracts involving new construction, additions, improvements, repairs to structures or other capital improvements originally awarded through the GGAC:

1. A signature by the Mayor or his/her designee approving a proposed Change Order shall constitute a signature to the Change Order itself. A second signature from the Mayor's Office shall not be required for such Change Order.

2. In accordance with Sections 126.109(a) and 126.201(d)(7), *Ordinance Code*, proposed Change Orders in an amount up to 10% in the aggregate of the awarded contract value, shall not require GGAC or Mayoral approval if:

   (a) The Director of Public Works determines that the proposed Change Order is the result of unforeseen conditions, the reconciliation of quantities, or design errors and/or omissions; and

   (b) The proposed Change Order has followed the process set forth in the "Administrative Review of Change Orders" section of this Executive Order and is approved by (i) the Director of Public Works or his/her designee, (ii) the Director of the requesting department (if applicable), and (iii) the Chief of the Procurement Division.

Monthly Reports. All departments shall provide a monthly written report to the Chief of the Procurement Division identifying all contracts for which the respective departments have submitted Change Orders and the net sum of such Change Orders.

Timeliness. It shall be the goal of the administration to fully complete each specified review and signature turnaround process for each proposed Change Order within 2 business days or less.

Approved as to conformity
with sound fiscal policy:

C. Ronald Belton
Director of Finance

Approved and Issued:

Alvin Brown, Mayor

Approved as to Form:

Office of General Counsel

Approval Date: 6/19/13

Effective Date: 6/19/13

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Attachment H

Full and Fair Consideration of Ex-Offenders For Awarded Contractor

4.1 POLICY

It is the policy of the City of Jacksonville that the rehabilitation of ex-offenders is an essential component in a community fight against criminal activity; the hiring of ex-offenders into fair paying jobs helps restore the economic stability of ex-offenders, perpetuates their rehabilitation, reduces recidivism and contributes to a community crime free environment; providing consideration and opportunities to ex-offenders with companies doing business with the City of Jacksonville can be accomplished without compromising the security of the businesses, or the City and its citizens, and without unnecessarily depriving others of opportunities; and that the City of Jacksonville should take a leading role in the rehabilitation of ex-offenders, and has done so through the City's third-party service provider ex-offender re-entry programs that provide job training and/or job placement services to Ex-Offenders.

4.2 DEFINITIONS

For the purpose of this Section, the following definitions apply:

(1) *City Ex-Offender Program Providers* shall collectively mean the Jacksonville Sheriff's Office Jacksonville Re-Entry Center and any entity under contract with the City to provide job training and/or job placement services to Ex-Offenders.

(2) *Contractor* for purposes of this Section only shall mean a person or entity awarded a City contract in the amount of $200,000 or greater.

(3) *Ex-Offender* means a person who has pled guilty, no contest or nolo contendere to a felony offense; or has been found guilty of a felony offense by a judge or jury; regardless of adjudication of guilt.

(4) *Ex-Offender Program Provider* shall mean the Jacksonville Sheriff's Office Jacksonville Re-Entry Center, any entity under contract with the City to provide job training and/or job placement services to Ex-Offenders, or any other entity that specializes in job training and/or job placement services for Ex-Offenders.

4.3 CONSIDERATION FOR AWARD

No contract for construction, remediation or capital improvement in an amount of $200,000 or greater shall be awarded unless the responding bidder agrees in writing, by submission of its bid, including FORM 4A, to fully comply with Section 4 requirements as outlined herein. **Failure to submit the referenced FORM 4A at the time of bid submission may be grounds for determining a bid submission as non-responsive bid(s). The City reserves the right to reject any/all bids. A contractor complies with this section by indicating its intent on FORM 4A to provide full and fair consideration for ex-offenders who seek employment. A contractor is not required to actually employ an ex-offender at the time it bids for or is awarded a contract, subject to this policy.**

4.4 COMPLIANCE WITH THIS SECTION

Each awarded contractor will be required to report on its compliance with this section via a notarized Compliance Report to be submitted by the Contractor at the time of submission of progress payments.

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And shall include the following information:

(i) The number of Ex-Offenders hired and currently working, or an explanation as to why no Ex-Offenders have been hired;

(ii) The number of Ex-Offenders interviewed for employment under the project;

(iii) An explanation as to why any Ex-Offender who applied for employment was refused employment;

(iv) Whether the Contractor maintains an employment policy that Ex-Offenders will be given full and fair consideration in employment;

(v) Whether the Contractor indicates on recruitment literature that Ex-Offenders will be given full and fair consideration in employment by the Contractor;

(vi) Whether a job opening under the project was available during the reporting period; and

(vii) Statement from the Contractor that the Contractor has contacted an Ex-Offender Program Provider no later than 30 days after the issuance of a notice to proceed under the project to obtain information regarding available Ex-Offenders for employment.

Additionally, each awarded Contractor must agree to do the following during the contracted period:

(1) Identify potential job opportunities under the project that may be available for Ex-Offenders after contract award;

(2) Consider for job placement after contract award at least one otherwise qualified Ex-Offender, to the extent a job opportunity is available under the project and an otherwise qualified Ex• Offender has applied for such job;

(3) Assist the City in addressing the goal of securing employment for Ex-Offenders by complying with the City's Procurement Rules Regarding Ex-Offenders, as may be amended.

Nothing in this Section 4.4 creates any cause of action by an individual or ex-offender against the City or the contractor for failure to hire. Nothing in this Section 4.4 requires a contractor to retain an ex-offender in employment for any definite length of time. However, a contractor should give consideration to ex-offenders pursuant to this section for replacement of personnel and or additional personnel.

4.5 NON-COMPLIANCE

If an awarded contractor fails to comply with the requirement of this section, the City may withhold payment due under the contract until the awarded contractor complies with Section 4.4. Upon determination by the City that an awarded contractor is not in compliance with this section, the awarded contractor will receive written notice of such non-compliance, and the awarded contractor will be required to reply to the Notice of Non-Compliance within ten (10) days. The written response must include the required documentation to show full compliance as specified in Section 4.4 herein. **Failure to comply with the section and/or failure to respond to the Notice of Non-Compliance may result in, but not be limited to, withholding of payment(s), breach of contract, cancellation of contract, filing against performance bond(s) and disciplinary action, including contractor debarment, in accordance with Chapter 126, specifically Section 126.201(1). In the event a dispute arises as to whether the contractor has complied with Section 4.4, the Contract Administration Section of the Public Works Department shall engage the Office of the Ombudsman of the Finance and Administration Department to rule whether the contractor has complied. Such determination shall be made within (30) days from receipt by the Office of the Ombudsman. During the period of any contest or dispute, the contractor shall otherwise continue to perform under the contract.**

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FORM 4A - Acknowledgement/Commitment Form
Full and Fair Consideration of Ex-Offenders For
Awarded Contractor Direct Hiring

The bidder agrees to cooperate with the City of Jacksonville in addressing the goal of increasing public safety, reducing recidivism and securing employment for ex-offenders by affixing its signature below and by submission of a bid response. The bidder need not actually employ an ex-offender at the time of submitting its bid, but agrees to comply with Section 4 if awarded the contract. **Failure to submit signed FORM 4A at the time of bid submission may be grounds for determining a bid submission as "non-responsive," resulting in rejection of non-responsive bid(s). The City reserves the right to reject any/all bids.**

Bidder, by signing below, agrees to fully comply with Section 4 of the Bid Specification and do the following during the contract award term:

(1) Identify potential job opportunities under the project that may be available for Ex-Offenders after contract award;

(2) Consider for job placement after contract award at least one otherwise qualified Ex-Offender, to the extent a job opportunity is available under the project and an otherwise qualified Ex• Offender has applied for such job;

(3) Execute a notarized compliance tally report ("Compliance Report") at the time of submission of progress payment(s) on such Contractor's employment practices and experience during the project with respect to the hiring of Ex-Offenders that includes the following information: (i) the number of Ex-Offenders hired and currently working, or an explanation as to why no Ex-Offenders have been hired; (ii) the number of Ex-Offenders interviewed for employment under the project; (iii) an explanation as to why any Ex-Offender who applied for employment was refused employment; (iv) whether the Contractor maintains an employment policy that Ex-Offenders will be given full and fair consideration in employment; (v) whether the Contractor indicates on recruitment literature that Ex-Offenders will be given full and fair consideration in employment by the Contractor; (vi) whether a job opening under the project was available during the reporting period; and (vii) a statement from the Contractor that the Contractor has contacted an Ex-Offender Program Provider no later than 30 days after the issuance of a notice to proceed under the project to obtain information regarding available Ex-Offenders for employment; and

(4) Assist the City in addressing the goal of securing employment for Ex-Offenders by complying with the City's Procurement Rules Regarding Ex-Offenders, as may be amended.

After the award of contracts, failure of the awarded contractor to comply with this policy on providing full and fair consideration to ex-offenders for employment may result in the City exercising its remedies under Section 4.5.

Name of Bidder	Project Name and Bid Number
Authorized Signature and Title	
Printed Name	
Date	

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Compliance Report

Full and Fair Consideration of Ex-Offenders for Awarded Contractor
Submitted with Progress Payments
This form must be notarized

Date:

Project Name and Bid Number:

Invoice Number:

Payment Application Number:

Name of Contractor:

Authorized Signature and Title:

Printed Name:

Please review the following and respond accordingly, if applicable.

By Submission of this report, it is attested that the efforts below have been utilized in providing full and fair consideration to ex-offenders in the hiring practices of the above-named contractor in support of and in compliance with Section 4 of the project specifications/contract.	
1. Total number of Ex-Offenders hired and working on this project, during this pay period:	
a. If no Ex-Offenders were hired for this project, during this pay period, why?	
b. Is there a list or attachment of all ID numbers for the Ex-Offender hired for this project during this pay period?	Yes / No (circle one)
2. Total number of Ex-Offenders that were interviewed for employment for this project, during this pay period:	
a. Total number of Ex-Offenders that applied for employment for this project, during this pay period:	
3. Total number of Ex-Offenders that applied for employment for this project, during this pay period, and were refused employment:	
a. If the Ex-Offender was refused employment, why?	
4. Employment policy exists for this project, and during this pay period, stating that ex-offenders will be given full and fair consideration in employment this pay period?	Yes / No (circle one)
5. During this pay period, there is indication in recruitment literature that Ex-Offenders will be given full and fair consideration in employment by the contractor?	
6. Total number of employment openings for this project, during this pay period:	
7. An Ex-Offender Program Provider was contacted no later than 30 days after the issuance of a notice to proceed under the project to obtain information regarding available Ex-Offenders for employment. List the providers name and give a statement below. (this is mandatory)	Yes / No (circle one)

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Compliance Report

Full and Fair Consideration of Ex-Offenders for Awarded Contractor
Submitted with Progress Payments
This form must be notarized

If necessary, on a separate attachment, provide an explanation as to why no ex-offenders have been hired, including but not limited to, identifying any safety or security considerations, issues related to bonding or insurance, as applicable, whether any ex-offenders applied for employment, efforts made to recruit ex-offenders for employment and any specific impediments encountered that prevented ex-offenders from being hired.

Sworn to before me this_____day of_____, 20 by _____
(Name of affiant)

He/She is personally known to me or has produced_____as identification.

_____
Signature of Notary

_____ _____
Notary's Printed Name Expiration of Notary's Commission

Affix Seal Here:

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Attachment I

CITY OF JACKSONVILLE

PROCUREMENT DIVISION

214 N. Hogan Street Suite 800, Jacksonville, Florida 32202
(904) 255-8800-Phone; (904) 255-8837 Fax; www.coj.net

126.106(e) PROTEST PROCEDURES

126.I06(e)(I) Purpose and Scope
126.I06(e)(2) Definitions
I 26.I06(e)(3) Timely Notice of Protest
126.I06(e)(4) Request for Extension to File Supplemental Protest Documentation
I 26.I06(e)(5) Delivery
126.106(e)(6) Process
I26.I06(e)(7) Protest Hearing Rules and Procedures
I 26.106(e)(8) Independent Agency, Board or Delegated Authority

126.106(e)(1) Purpose and Scope

(a) These protest procedures are promulgated pursuant to § 126.I06(e) of the Jacksonville Ordinance Code (the "Code"), which authorizes the Chief of the Procurement Division (the "Chief') to "prepare and publish rules and regulations governing bid protests." In the event a court of competent jurisdiction declares any provision of these Procurement Protest Procedures to be unconstitutional, invalid, or otherwise unenforceable, then all remaining provisions shall be severable, valid, and enforceable regardless of the invalidity of any other provision.

(b) In accordance with the procedures contained herein, any person or entity that is adversely affected by a decision or an intended decision concerning a solicitation, solicitation documents, award, or any other process or procedure prescribed in the Code and who has standing to protest said decision or intended decision under Florida law (the "Protestant"), must timely file a written Notice of Protest seeking to challenge the decision or intended decision.

The issue(s) raised, and the information contained in the Notice of Protest and any supplemental documentation filed in accordance with §126.I06(e)(4), hereof, must clearly identify and explain the factual and legal basis for any relief sought, and shall be the only issue(s) and information the Protestant may present for consideration before the applicable committee.

126.106(e)(2) Definitions

For the purpose of these Bid Protest Procedures, the following definitions are provided:

(a) "Competitive solicitation" or "solicitation" shall include without limitation an invitation to bid, competitive sealed bid, multi-step competitive sealed bid, competitive sealed proposal, or a request for proposals and/or qualifications.

(b) "Posting" means the notification of solicitations, decisions or intended decision, or other matters relating to procurement on a centralized Internet website, by placing the same on the bulletin board(s) designated by the Procurement Division for this purpose, or as may be consistent with §126.102(m) of the Code.

(c) "Exceptional purchase" means any purchase excepted by law or rule from the requirements for competitive solicitation, including without limitation purchases pursuant to § 126.107, 126.206, 126.207, 126.211, 126.307, 126.309, 126.311, 126.312, or 126.313 of the Code.

(d) "Electronic transfer" is limited solely to facsimile transmissions that appear legibly on paper at the place of filing.

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(e) "Final Agency Action" means a final decision that results from a proceeding hereunder, and includes actions which are affirmative, negative, injunctive, or declaratory in form.

(0 "Procurement process" has the same meaning as "contract solicitation or award process."

126.106(e)(3) Timely Notice of Protest

(a) **Recommendations of Award and/or Bid Rejection.** A Protestant shall have 48 hours after either the posting or written notification of a decision or intended decision, whichever is earlier, in which to file a written Notice of Protest in order to timely challenge or seek relief from a Procurement Division recommended award of an exceptional purchase or an award or recommended conclusion to any bid or proposal solicitation process, including without limitation: (i) a recommendation to reject a bid or proposal; (ii) a contract award; or (iii) the short listing of bidders or proposers.

(b) **Bid/Proposal Specifications and/or Requirements.** A Protestant shall have 10 business days after the posting of a solicitation or 48 hours after the posted date and time of a pre-bid or pre-proposal conference, whichever is earlier, or 48 hours after the posting of an addendum, in which to file a written Notice of Protest in order to timely challenge the requirements, terms and/or conditions contained in bid or proposal documents, including without limitation any provisions governing or establishing: (i) the basis for making the award in question; (ii) evaluation criteria; (iii) equipment, product, or material specifications; (iv) proposed project schedules; (v) statements regarding participation goals or other equal opportunity measures; or (vi) other general solicitation or project requirements.

(c) **Computation of Time** - The computation of the time limitations or periods contained herein shall be governed by and shall be pursuant to Florida Rule of Civil Procedure 1.090(a) Florida Rule of Judicial Administration 2.514. Failure to file a written Notice of Protest within the applicable time limitation or period shall constitute a waiver of any right, remedy, or relief available hereunder.

(d) Form and Content of the Notice of Protest - A written Notice of Protest shall: (i) be addressed to the Chief; (ii) identify the solicitation, decision, or recommended award in question by number and title or any other language sufficient to enable the Chief to identify the same; (iii) state the timeliness of the protest; (iv) state Protestant's legal standing to protest; and (v) clearly state with particularity the issue(s), material fact(s) and legal authority upon which the protest is based.

126.106(e)(4) Request for Extension to File Supplemental Protest Documentation

At the time of filing a timely Notice of Protest hereunder, a Protestant may request an extension of three (3) business days after the date its Notice of Protest is timely received, in which to provide supplemental protest documentation. Failure to do so or to timely submit the supplemental protest documentation shall constitute a waiver of any right to the same.

126.106(e)(S) Delivery

The timely filing of a Notice of Protest shall be accomplished when said notice is received by the Procurement Division within the applicable time limitation or period contained herein. Filing a notice may be accomplished by manual transfer via hand-delivery or mail to the Chief of Procurement at 214 N. Hogan Street, 8th floor, Jacksonville, Florida 32202 or by electronic transfer via facsimile to (904) 255-8837. The responsibility and burden of proof that its Notice of Protest has been timely and properly received shall rest with the Protestant, regardless as to the method of delivery employed.

126.106(e)(6) Process

(a) Upon receipt of a timely filed written Notice of Protest, the Chief or his/her designee shall schedule and provide notice of the time, date, and place that the protest will be heard. The protest will be heard before the General Governmental Awards Committee ("GGAC"), the Professional Services Evaluation Committee ("PSEC"), or the Competitive Sealed Proposal Evaluation Committee ("CSPEC"), whichever is applicable. The Chief or his/her designee shall have the discretion to proceed with the solicitation or contract award process in question or to suspend the same pending the resolution of the protest. To the extent the Chief or his/her designee decides to exercise his/her discretion not to suspend the solicitation or contract award process pending the resolution of the protest, the Chief or his/her designee shall set forth in writing the particular facts and/or circumstances upon which his/her decision is based.

(b) Those persons or entities, other than the Protestant, who will be directly affected by the resolution of the protest shall be given notice of the protest hearing, and the Notice of Protest and any supplemental protest documentation shall be made available to them upon a written request for the same.

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(c) When a Notice of Protest is filed pursuant to § 126.106(e)(3)(b), hereof, the Chief or applicable awards committee chairperson shall have the discretion to direct that the solicitation in question is not to be opened pending the resolution of the protest.

126.106(e)(7) Protest Hearing Rules and Procedures

(a) Hearings hereunder shall be heard before the applicable committee and shall begin with a general statement of the rules and procedures prescribed herein by a representative of the committee, followed by a general statement of the facts by a representative of the Procurement Division. Representatives of the Protestant, limited solely to its owners, officers, employees and/or legal counsel, will then be required to present its case based solely upon the issue(s) and information contained in the Notice of Protest and any timely submitted supplemental protest documentation. Those persons or entities, other than the Protestant, who have legal standing and will be directly affected by the resolution of the protest will be given an opportunity to be heard and to present information before the committee, which will be followed by a statement and the presentation of information from the Procurement Division and other governmental representatives. The Protestant must establish by the preponderance of the evidence that the protest should be granted based upon the law, facts and information presented. The committee is entitled to ask questions of any party at any time during the hearing.

(b) For hearings hereunder, the formal rules of evidence pursuant to the Florida Evidence Code may be relaxed at the sole discretion of the presiding chairperson of the applicable committee. Hearsay evidence may be admissible and used to supplement or explain other evidence.

(c) Unless otherwise provided by the Code, the burden of proof shall rest with the Protestant. The standard of proof for proceedings hereunder shall be whether a Procurement Division recommendation or the decision or intended decision in question was clearly erroneous, arbitrary, or capricious, fraudulent, or otherwise without any basis in fact or law. In any protest proceeding challenging a decision or intended decision to reject all bids, proposals, or replies, the standard of review shall be whether the decision or intended decision is illegal, arbitrary, dishonest, or fraudulent.

(d) A majority vote of the members of the applicable committee shall be required to grant a protest, hereunder; otherwise, the protest shall be denied, and, upon execution by the Mayor or his designee, said vote and/or decision of the applicable awards committee shall be posted and shall represent final agency action.

126.106(e)(8) Independent Agency, Board or Delegated Authority

If a protest is filed and the solicitation is for the benefit of an independent agency, board, or delegated authority that has its own established procurement procedure and does not use the City's procurement process and/or protest procedures, then the person or entity protesting must follow the protest procedures of that independent agency, board, or delegated authority.

CERTIFICATE OF ADOPTION AND IMPLEMENTATION

The preceding Procurement Protest Procedures are hereby adopted this 07th day of October 2022, by the undersigned Chief of Procurement for immediate implementation, and will remain in full force and effect until such time as they may be formally revised, amended, supplemented, suspended, or abolished.

Procurement Division

Dustin Freeman, Chief
214 N. Hogan Street, Suite 800
Jacksonville, Florida 32202
(904) 255-8800 Phone
(904) 255-8837 Facsimile
dustinf@coj.net

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ATTACHMENT J

FEDERAL FUNDING CONTRACT PROVISIONS
FEMA and HUD PROVISIONS

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

Any discovery or invention that arises during the course of the contract shall be reported to the non-Federal entity. This clause should require the contractor to disclose promptly inventions to the contracting officer (within 2 months) after the inventor discloses it in writing to contractor personnel responsible for patent matters. The awarding agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and Title 37 C.F.R. § 401.

If the Federal award meets the definition of "funding agreement" under 37 C.F.R. §.401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of Title 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Reference: Part 200 Appendix II (F)

Federal award terms and conditions contained in grant or cooperative agreement award documentation also may contain provisions regarding patents and intellectual property, specifically including requirements or special instructions, that may require that non-Federal entities include specific contract provisions (as applicable) in procurement contracts entered into under Federal grant or cooperative agreement awards.

CONFLICT OF INTEREST

A. INTEREST OF CERTAIN FEDERAL OFFICIALS. No member of or delegate of the Congress of the United State, and no Resident Commissioner, will be permitted to any share of part of this agreement or to any benefit to arise from the same.

B. BONUS COMMISSION OR FEE. The contractor will not pay any bonus, commission, or fee for the purpose of obtaining the Government's approval or concurrence required by the Government or its designee to complete the project.

C. INTEREST OF PUBLIC BODY PERSONNEL. No member of the governing body of the Public Body who exercises any functions or responsibilities in connection with the contract and no other officer or employee of the Public Body who exercises such functions or responsibilities, will have any interest, direct or indirect, in this contract, or in any contract entered into by the contractor for the performance of work financed in whole or in part with the proceeds of this contract.

D. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS. No member of the governing body of the locality in which the project Is situated, and no other public official of the locality who exercises any functions or responsibilities in connection with the contract will have any interest, direct or indirect, in this contract, or in any contract entered Into by the contractor for the performance of work financed in whole or in part With the proceeds of this contract.

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DEBARMENT AND SUSPENSION

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, Sub-part C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the City of Jacksonville If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City serving as recipient and named sub-recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

A prospective contractor that is listed on the government-wide Excluded Parties List System in the System for Award Management (www.SAM.gov) as suspended or debarred, CANNOT be awarded a contract funded with Federal Assistance.

ARCHITECTURAL BARRIERS ACT OF 1968

The contractor will certify, on a form provided by the local authority, pursuant to the requirements of the Architectural Barriers Act of 1968, 42 USC 4151, and the regulations issued subsequent thereto, that the design of the project Is in conformance with the minimum standards contained in the American Standard Specification for making building and facilities accessible to and usable by the physically handicapped, number A117.1R-1971(as modified by 41 CFR 101-19.603).

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the City of Jacksonville and understands and agrees that the City of Jacksonville will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the City of Jacksonville and understands and agrees that the City of Jacksonville will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

FLOOD DISASTER PROTECTION ACT OF 1973 REQUIREMENT TO PURCHASE FLOOD INSURANCE

A. No federal financial assistance will be made available for acquisition or construction purposes for use in any area that has been identified by the Secretary as an area having special flood hazards and in which the sale of flood insurance has been made available under the National flood Insurance Act of 1968, unless the building or mobile home and any personal property to which such financial assistance relates is, during the anticipated economic or useful life of the project, covered by flood insurance In an amount at least equal to its development or project cost (less estimated land cost) or to the maximum limit of coverage made available with respect to the particular type of property under the National Flood Insurance Act of 1968, whichever is less. If the financial assistance provided is in the form of a loan or an insurance or guaranty or a loan, the amount of flood insurance required need not exceed the outstanding principal balance of the loan and need not be required beyond the term of the loan.

LEAD BASE PAINT HAZARD ACT

A. The contractor agrees that no Lead based paints or substances containing lead will be used in any part of this project. Treatment necessary to eliminate immediate hazards will, at a minimum, consists of the following:

(1) All surface conditions identified as immediate hazards will be thoroughly cleaned (washed, sanded, scraped, wire brushed or otherwise cleaned) so as to remove all cracking, scaling, peeling, chipping and loose paint on applicable surfaces. Such surfaces that have been so treated will then be repainted with two coats of a suitable non-leaded paint.

(2) Where the paint film integrity of the applicable surface cannot be maintained, the paint will be completely removed or the surface covered with a suitable material such as gypsum wallboard, plywood, or plaster, before any repainting is done.

CIVIL RIGHTS ACT OF 1964 TITLE VI

Under Title VI of the Civil Rights Act of 1964, no person will, on the grounds of race, color or national origin, exclude from participation in, be denied the benefits or, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974 - SECTION 109

No person in the United States will on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in Part with- funds made available under this title.

CIVIL RIGHTS ACT OF 1968 FAIR HOUSING TITLE III

The contractor will comply with Title VIII of the Civil Rights Act of 1968 (the Fair Housing Act) which. requires that no person will discriminate in the sale or rental of housing, in the financing of housing or in the provision of brokerage services, by in any way making unavailable or denying a dwelling to any person because of race, color, religion, sex, or national origin.

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NONDISCRIMINATION AND EQUAL OPPORTUNITY IN HOUSING EXECUTIVE ORDER 11063

The contractor will adhere to Executive Order 11063 which requires that all action necessary and appropriate be taken to prevent discrimination because of race, color, religion, sex, or national origin in the sale, rental, leasing or other disposition of residential property or facilities or in the use or occupancy thereof, where such property or facilities are owned or operated by the Federal Government or provided with Federal assistance by the Department of Housing and Urban Development. This requirement also applies to lending practices with respect to residential property and related facilities of lending institutions insofar as such practices relate to loans insured, guaranteed or purchased by the Department. Benefits under program and activities of the Department of Housing and Urban Development which provide financial assistance, directly or indirectly, for the provision, rehabilitation, or operation of housing and related facilities are to be made available without discrimination based on race, color, religion, sex, or national origin.

RECOVERED MATERIALS

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

RETENTION OF RECORDS

The contractor will maintain books, documents, papers financial records, payrolls, supporting documentation, correspondence, and all other records pertinent to the implementation of this project for a period of three (3) years after final payments and all other pending matters are closed.

ACCESS TO RECORDS

(1) The contractor agrees to provide the City of Jacksonville, Florida Division of Emergency Management, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the City of Jacksonville and the contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

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FALSE CLAIMS ACT (31 U.S.C. §§ 3729-3733)

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

DOMESTIC PREFERENCE FOR PROCUREMENTS (2 CFR § 200.322)

The Contractor shall to the extent practicable and possible attempt to procure, purchase, acquire, goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) for all manufacturing processes, from the initial melting stage through the application of coatings.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (2 CFR § 200.216)

The Contractor is prohibited from using federally-assisted funding to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

SECTION 504 REHABILITATION ACT OF 1973 AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS

A. The contractor will not discriminate against any employee or applicant for Employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment upgrading, demotion or transfer, recruitment, advertising, layoff compensation, and selection for training, including apprenticeship.

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B. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

C. This clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of secretary of Labor issued pursuant to the Act.

D. The contractor agrees to post, in conspicuous places, available to employees, applications for employment notices in a form to be prescribed by the Director, provided by or through contracting office. Such notices will state the contractor's obligation under the law to take affirmative action to employ and advance. In employment qualified handicapped employees and applicants for employment, and the rights of applicants and employed.

E. The contractor will notify each labor union or representative or workers with which it has a collective bargaining agreement or other contract understanding that the contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

F. The contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

DAVIS-BACON ACT

On any project upon which funding is provided by an agency of the United States Government, all regulations applicable thereto including, but not limited to, Title VI of the Civil Rights Act of 1964 (24 CFR, parts 1 & 2); Title VIII of the Civil Rights Act of 1968 (24 CFR, part 115); Federal Labor Standards Provisions (HUD-4020.1); the Davis-Bacon Act (40 U.S.C. 3141-3144, and 314; the 6-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable.; the Copeland Anti-Kickback Act; and the Contract Work Hours Standards Act, shall apply and the Bidder or CONTRACTOR shall conform thereto.

CONTRACT WORK HOURS AND SAFETY STANDARDS

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-halftimes the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal

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contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

(***End of Attachment J – Remainder of page intentionally left blank)***

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Form 1
CONFLICT OF INTEREST CERTIFICATE

Bidder must execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either section may result in rejection of this bid proposal.

SECTION I

I hereby certify that no official or employee of the City of independent agency requiring the goods or services described in these specifications has a material financial interest in this company.

_____ _____
Signature Company Name

_____ _____
Name of Official (type or print) Business Address

_____
City, State, Zip Code

SECTION II

I hereby certify that the following named City officials(s) and/or employee(s) having material financial interest(s) (in excess of 5%) in this company have filed Conflict of Interest Statements with the Supervisor of Elections, 105 East Monroe Street, Jacksonville, Duval County Florida, prior to bid opening.

Name	Title of Position	Date of Filing

_____ _____
Signature Company Name

_____ _____
Name of Official (type or print) Business Address

_____
City, State, Zip Code

PUBLIC OFFICIAL DISCLOSURE

Section 126.110 of the Purchasing Code requires that a public official who has a financial interest in a bid or contract make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract. Please provide disclosure, if applicable, with bid.

Public Official _____

Position Held _____

Position or Relationship with Bidder _____

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Form 2

BOND FORMS

THIS IS AN APPROVED FORM. DO NOT SUBSTITUTE OR REVISE.

CONTRACT NUMBER _____

(*Contract Number to be inserted by the City of Jacksonville*)

PERFORMANCE BOND
REQUIRED
BY SECTION 255.05, FLORIDA STATUTES

As to the Contractor/Principal:

Name:_____

Principal Business Address:_____

Telephone:_____

As to the Surety:

Name:

Principal Business Address:

Telephone:(__)

As to the Owner of the Property/Contracting Public Entity:

Name: The City of Jacksonville, Florida (c/o Public Works Department)

Principal Business Address: 214 North Hogan Street, Jacksonville, Florida 32202

Telephone: (904) 255-8763

Description of project including address and description of improvements:_____.

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THIS IS AN APPROVED FORM. DO NOT SUBSTITUTE OR REVISE.

CITY OF JACKSONVILLE, FLORIDA

PERFORMANCE BOND

REQUIRED BY SECTION 255.05, FLORIDA STATUTES

KNOW ALL MEN BY THESE PRESENTS, That_____, as Principal, (hereinafter called "Contractor"), and _____, a corporation organized and existing under the laws of the State of_____ and duly authorized to conduct and carry on a general surety business in the State of Florida, as Surety (hereinafter called "Surety"), are each held and firmly bonded unto the City of Jacksonville, a municipal corporation in Duval County, Florida, as Obligee (hereinafter called "City"), in the sum of _____, lawful money of the United States of America, for the payment whereof Contractor and Surety bind themselves, their respective heirs, executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal made and entered into City Contract Number_____(*to be inserted by the City*) (the "Contract"), dated as of the _____day of_____,20___ for _____, under Bid numbered_____, of Specifications entitled _____ for the City of Jacksonville, Florida, in strict accordance with plans and specifications prepared by_____, bid numbered_____, bid date _____ and any advertisement for bids for said work and the drawings, plans and specifications for said work and requirements of the City request for bids and award therefor and of the Contract and all documents included as a part of the Contract, all of which are, by this reference, made a part hereof to the same extent as if fully set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall: **(1)** promptly and faithfully perform the construction work and other work in the time and manner prescribed in said Contract, which is made a part of this Bond, by reference, in

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strict compliance with the Contract requirements; and **(2)** perform the guarantee and maintenance of all work and materials furnished under the Contract for the time specified in the Contract; and **(3)** pay the City all losses, delay and disruption damages and all other damages, expenses, costs, statutory attorney's fees, including appellate proceedings, that the City sustains because of a default by Contractor under the Contract; then this Bond shall be void; otherwise it shall remain in full force and effect, both in equity and in law, in accordance with the laws and statutes of the State of Florida.

PROVIDED, that the Surety hereby waives notice of any alteration or extension of time made by the City, and any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond.

PROVIDED further, that whenever Contractor shall be declared by the City to be in default under the Contract, the City having performed the City's obligations thereunder, the Surety shall, at the City's sole option, take one (1) of the following actions:

(1) Within a reasonable time, but in no event later than thirty (30) days, from the City's written notice of termination for default, arrange for Contractor with the City's consent, which shall not be unreasonably withheld, to complete the Contract and the Surety shall pay the City all losses, delay and disruption damages and all other damages, expenses, costs and statutory attorney's fees, including appellate proceedings, that the City sustains because of a default by the Contractor under the Contract; or

(2) **(A)** Within a reasonable time, but in no event longer than sixty (60) days of the City's written notice of termination for default, award a contract to a completion contractor and issue notice to proceed. Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon

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determination by Surety of the lowest responsible qualified bidder, award a contract; **(B)** alternatively, the City may elect, to have the Surety determine jointly with the City the lowest responsible qualified bidder, to have the Surety arrange for a contract between such bidder and the City, and for the Surety to make available as Work progresses sufficient funds to pay the cost of completion less the balance of the Contract price (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph). The term "balance of the Contract price", as used in this Bond, shall mean the total amount payable by the City to Contractor under the Contract and any approved change orders thereto, less the amount properly paid by the City to Contractor. **(C)** Either way, the Surety shall pay the City all remaining losses, delay and disruption damages, expenses, costs, and statutory attorney's fees , including appellate proceedings, that the City sustains because of a default by Contractor under the Contract; or

(3) Within a reasonable time, but in no event later than thirty (30) days from City's notice of termination for default, waive its right to complete or arrange for completion of the Contract and, within twenty-one (21) days thereafter, determine the amount for which it may be liable to the City and tender payment to the City of any amount necessary in order for the City to complete performance of the Contract in accordance with its terms and conditions less the balance of the Contract price, and shall also indemnify and save the City harmless on account of all claims and damages arising from the Contractor's default under the Contract, and pay the City for all losses, delay and disruption damages and other damages, expenses, costs and statutory attorney's fees, including appellate proceedings, that the City sustains because of a default of the Contractor under the Contract.

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PROVIDED further, the Surety shall indemnify and save the City harmless from any and all claims and damages, arising from the Contractor's default under the Contract including, but not limited to, contractual damages, expenses, costs, injury, negligent default, or intentional default, patent infringement and actual damages (including delay and disruption damages) in accordance with the Contract, and including all other damages and assessments which may arise by virtue of failure of the product to perform or any defects in work or materials within a period of one (1) year from the date on which the Contractor receives from the City a certificate of final completion under the Contract.

PROVIDED further, that during any interim period after the City has declared Contractor to be in default but Surety has not yet remedied the default in the manner acceptable to the City, Surety shall be responsible for securing and protecting the work site including, but not limited to, the physical premises, structures, fixtures, materials, and equipment, and shall be responsible for securing and protecting materials and equipment stored off-site in accordance with the Contract.

PROVIDED further, no right of action shall accrue on this Bond to or for the use of any person or corporation other than the City named herein or the heirs, executors, administrators or successors of the City.

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

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SIGNED AND SEALED this _____ day of_____, 20____.

ATTEST: **INSERT NAME OF CONTRACTOR**

_____
Signature Signature

_____
Type/Print Name Type/Print Name

_____
Title Title

AS PRINCIPAL

Signed, Sealed and Delivered
in the Presence of:

_____ _____

_____ By _____
Its

AS SURETY

Name of Agent: _____

Address: _____

_____

Note. Date of Bond Must Not Be Prior to Date of Contract

Form Approved:

_____
Office of General Counsel

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THIS IS AN APPROVED FORM. DO NOT SUBSTITUTE OR REVISE.

CONTRACT NUMBER _____
(Contract Number to be inserted by the City of Jacksonville)
PAYMENT BOND
REQUIRED
BY SECTION 255.05, FLORIDA STATUTES

As to the Contractor/Principal:

Name: _____

_____

Principal Business Address: _____

Telephone:_____

As to the Surety:

Name:_____

Principal Business Address:_____

Telephone:(_____

As to the Owner of the Property/Contracting Public Entity:

Name: The City of Jacksonville, Florida (c/o Public Works Department)

Principal Business Address: 214 North Hogan Street, Jacksonville, Florida 32202

Telephone: (904) _____

Description of project including address and description of improvements:_____

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THIS IS AN APPROVED FORM. DO NOT SUBSTITUTE OR REVISE.

CITY OF JACKSONVILLE, FLORIDA

PAYMENT BOND REQUIRED BYSECTION 255.05, FLORIDA STATUTES

KNOW ALL MEN BY THESE PRESENTS, that_____, hereinafter called "Principal", and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to conduct and carry on a general surety business in the State of Florida, hereinafter called "Surety", are each held and firmly bound unto the City of Jacksonville, a municipal corporation, of Jacksonville, Duval County, Florida, hereinafter called "City" or "Owner", in the penal sum of_____, in lawful money of the United States of America, for the payment whereof Principal and Surety bind themselves, their respective heirs, executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal made and entered into City Contract Number_____(*to be inserted by the City*) (the "Contract"), dated as of the _____day of_, 20___ for _____, under Bid numbered_____, of Specifications entitled _____ for the City of Jacksonville, Florida, in strict accordance with plans and specifications prepared by_____, bid numbered_____, bid date _____ and any advertisement for bids for said work and the drawings, plans and specifications for said work and requirements of the City request for bids and award therefor and of the Contract and all documents included as a part of the Contract, all of which are, by this reference, made a part hereof to the same extent as if fully set out herein.

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NOW, THEREFORE, THE CONDITION OF THIS BOND is such that if the said Principal:

(1) Promptly makes payments to all claimants, as defined in Sections 255.05 and 713.01, Florida Statutes, supplying Principal with labor, materials or supplies that are consumed or used directly or indirectly, by Principal in connection with the prosecution of the work provided for in such Contract and including all insurance premiums on the work, and including any authorized extensions or modifications of such Contract; and

(2) Defends, indemnifies and saves the City harmless from claims, demands, liens, or suits by any person or entity whose claim, demand, lien or suit is for the payment of labor, materials or equipment furnished for use in the performance of the Contract, provided the City has promptly notified the Principal and Surety of any claims, demands, liens, or suits and provided there is no failure by the City to pay the Principal as required by the Contract; and

(3) Pays the City all losses, damages, expenses, costs and attorney's fees, including appellate proceedings, that the City sustains because of the Principal's failure to promptly make payments to all claimants as provided above,

then this Bond is void; otherwise, it remains in full force and effect, both in equity and in law, in accordance with the statutes and the laws of the State of Florida and, specifically Section 255.05, Florida Statutes.

PROVIDED, no suit or action for labor, materials or supplies shall be instituted hereunder against the Principal or the Surety unless a claimant provides, to each of them, both of the proper notices, in accordance with the requirements of Section 255.05(2)(a), Florida Statutes. Both notices must be given in order to institute such suit or action.

PROVIDED further, an action, except for an action exclusively for recovery of retainage, must be instituted against the Principal or Surety on this Payment Bond within one (1) year after the performance of the labor or completion of delivery of the materials or supplies, in

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accordance with the requirements of Section 255.05(2)(a), Florida Statutes.

PROVIDED further, an action exclusively for the recovery of retainage must be instituted against the Principal or Surety within one (1) year after the performance of the labor or completion of delivery of the materials or supplies, or within ninety (90) days after the Principals' receipt of final payment (or the payment estimate containing the owner's final reconciliation of quantities, if no further payment is earned and due as a result of deductive adjustments) by the Principal or surety whichever comes last, in accordance with the requirements of Section 255.05(2)(a), Florida Statutes.

PROVIDED further, that the said Surety, hereby stipulates and agrees that no change, extension of time, alteration or addition of the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise effect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

[Remainder of page left blank Intentionally. Signature page follows immediately.]

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SIGNED AND SEALED this ____ day of_____, 20____.

ATTEST:

_____
Signature

_____
Type/Print Name

_____
Title

INSERT NAME OF CONTRACTOR

_____
Signature

_____
Type/Print Name

_____
Title

AS PRINCIPAL

Signed, Sealed and Delivered
in the Presence of:

_____

_____

_____

By _____

AS SURETY

Name of Agent: _____

Address: _____

_____

Form Approved:

_____
Office of General Counsel

Note. Date of Bond Must Not Be Prior to Date of Contract

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Form 3
DESIGN-BUILD SERVICES CONTRACT
(_____)

THIS DESIGN-BUILD SERVICES CONTRACT ("***Contrac***t"), made and entered into this ___ day of _____, 2015 (the "***Effective Date***"), by and between the **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the laws of the State of Florida (the "***Owner***"), and _____("***Design-Builder***").

BACKGROUND FACTS

A. Owner issued CDB-_____ Request for Qualifications No. _____, including all addenda issued thereto (the "***RFQ***"), a copy of which is contained on file with the City of Jacksonville's Procurement Division, for certain design-build services consisting of design, permitting and construction services as more particularly described in Section 4 (Description of Services) of the RFQ (the "***Services***").

B. Based on Design-Builder's Statement of Qualifications to the RFQ (the "***SOQ***"), a copy of which is contained on file with the City of Jacksonville's Procurement Division, Design-Builder was selected by Owner as one (1) of three (3) design-builders best qualified to perform the Services, and Owner awarded this Contract to Design-Builder pursuant to Chapter 126, Ordinance Code.

C. Owner and Design-Builder have negotiated mutually satisfactory terms for the execution the Services.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained below, the parties agree as follows:

1. **BACKGROUND FACTS AND CAPITALIZED TERMS**. The Background Facts set forth above are true and correct and incorporated herein by this reference. Unless otherwise defined herein, all capitalized terms shall have the meanings given to them in the RFQ, the DCP and the Specific Conditions attached hereto as **Exhibit A**; provided, however, if the RFQ, the DCP and the Specific Conditions define the same term differently or different terms are defined in the same way, then such terms will be construed in the context of the document in which the term is defined.

2. **INCORPORATION OF RFQ AND SOQ TERMS; ESTIMATED ANNUAL CONTRACT FUNDING.** The RFQ and SOQ are incorporated herein by this reference and the terms and conditions set forth therein shall be binding upon the Design-Builder in this Contract. Design-Builder acknowledges that funding for each Specific Project will be established in the Capital Improvement Program (CIP) for Fiscal Year 2021-2025. The annual funding projected for this Contract is estimated to be eight (8) million dollars each fiscal year (October 1st through September 30th) and the Owner estimates from one (1) to thirty (30) Specific Projects during the Contract term; provided, however, that such projected funding and estimated projects are not a guarantee by Owner during the Contract term. To the extent that the estimated eight (8) million dollars or any lesser amount is available during any fiscal year for this Contract, the Owner, in its

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sole discretion, may rollover any unspent funding of the eight (8) million dollars to the next subsequent fiscal years.

3. PERFORMANCE OF SERVICES. Design-Builder shall perform the Services as specified in the RFQ, and provide all material, equipment, tools and labor, necessary to complete the Work for Specific Projects as defined in the RFQ. The Services shall also include, but not be limited to, the start-up and proven commissioning of all systems to make a Specific Project a fully functioning facility, structure or improvement. If any services, functions or responsibilities not specifically described in Section 4 of the RFQ or this Contract are necessary for the proper performance and provision of the Work, they shall be deemed to be implied by and included within the Services to the same extent and in the same manner as if specifically described in this Contract. The Design-Builder shall be responsible for providing the equipment, supplies, personnel (including management, employees, and training), and other resources as necessary to provide the Work. The Design-Builder accepts the special relationship established between itself and Owner by this Contract. The Design-Builder covenants with Owner that it is an expert in the design, permitting and construction of Specific Projects to be requested herein by Owner, and will cooperate with Owner, its representatives, program managers, and construction managers in fostering the interests of Owner with respect to Specific Projects. The Design-Builder shall employ sound business administration and superintendence to complete Specific Projects in a manner consistent with the best interests of Owner.

4. TERM. This Contract shall commence on the Effective Date and shall continue and remain in full force and effect for five (5) years thereafter until earlier the expiration, or earlier termination as provided in this Contract or the RFQ.

5. CONTRACT DOCUMENTS. In the event of any inconsistency, conflict or ambiguity between or among the following specified contract documents (collectively, "***Contract Documents***"), the Contract Documents shall take precedence in the following order:

a. All written modifications, amendments, including Project Specific Contract Amendments, and change orders to this Contract;

b. This Contract, including all exhibits attached hereto and incorporated herein;

c. SOQ;

d. Specific Conditions;

e. Design and construction documents prepared and approved in accordance with the DCP;

f. DCP; and

g. RFQ.

The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the GMP specified in each Project Specific Contract Amendment for each Specific Project. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and

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phrases interpreted in a manner consistent with construction and design industry standards. In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the Contract Documents shall take precedence in the order in which they are listed in this Section 5 hereof.

6. <u>OWNERSHIP OF WORK PRODUCT</u>.

A. Design-Builder shall deliver to Owner for approval and acceptance, and before being eligible for final payment of any amounts due, all drawings, maps and plats; the originals of specifications; the approved as-built drawings if Design-Builder 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). Design-Builder 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 of Owner. All such documents described in this Section 6.A (collectively referred to as "***Work Products***") shall become the property of Owner. Design-Builder shall not be liable for any re-use of such Work Products for other than the specific purpose intended without Design-Builder's written verification or adaptation thereof. Design-Builder and Owner agree that said Work Products shall be considered as works made for hire under the United States Copyright laws. Owner shall have the absolute and exclusive right to own and use all the Work Products together with any and all copyrights, patents, trademark and service marks associated with the Work Products. The use of the Work Products in any manner by Owner shall not support any claim by Design-Builder for additional compensation.

B. Upon termination of the Contract for any reason prior to Specific Project completion, all Work Products completed up through the date of termination and paid for by Owner under the terms of this Contract shall become the property of Owner as set forth in Section 6.A above.

C. In addition to any other indemnifications from the Design-Builder to Owner in the Contract Documents, Design-Builder will, at its expense, defend all claims, actions or proceedings against Owner based on any allegation that the Work Products, or any part of the Work Products, constitutes an infringement of any copyright, patent or any other intellectual property right, and will pay to Owner all costs, damages, charges, and expenses occasioned to Owner by reason thereof. Owner will give Design-Builder written notice of any such claim, action or proceeding and, at the request and expense of Design-Builder, Owner will provide Design-Builder with available information, assistance and authority for the defense. If, in any action or proceeding, the Work Products, or any parts thereof, are held to constitute an infringement, Design-Builder will forthwith either secure for Owner the right to continue using the Work Products or will, at Design-Builder's expense, replace the infringing items with non-infringing Work Products or make modifications as necessary so that the Work Products no longer infringe. Design-Builder will obtain and pay for all patent, copyright and other intellectual property royalties and license fees required in respect of the Work Products.

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7. CONTRACT TIME.

A. Date of Commencement. The Work on any Specific Project shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed ("***Date of Commencement***") unless the parties mutually agree otherwise in writing. No Notice to Proceed shall be issued by Owner prior to the parties' execution of a Project Specific Contract Amendment for a Specific Project in accordance with Section 8 herein, and Owner shall assume no liability or obligation to Design-Builder prior to the issuance of a Notice to Proceed. For purposes of this Agreement, a "***Notice to Proceed***" shall mean the written notification by Owner to Design-Builder to proceed with the construction of a Specific Project.

B. Substantial Completion and Final Completion. For purposes of this Agreement, "Substantial Completion" shall be defined as in the Specific Conditions. Substantial Completion of each Specific Project shall be achieved by the date set forth in the Notice to Proceed for a Specific Project (the "***Scheduled Substantial Completion Date***"). Guaranteed Completion of each Specific Project shall be achieved by the date as set forth in the Project Specific Contract Amendment for each Project ("***Guaranteed Completion Date***"). Design-Builder shall resolve all items on the Substantial Completion punch to Owner's satisfaction and acceptance by the Guaranteed Completion Date. All of the dates set forth in this Section 7 ("***Contract Time(s)***") shall be subject to adjustment in accordance with the Specific Conditions.

C. Time is of the Essence. Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Project Specific Contract Amendment for each Specific Project.

D. Liquidated Damages. Design-Builder understands that if Substantial Completion is not attained by the Scheduled Substantial Completion Date contained in the Notice to Proceed and Project Specific Contract Amendment for a Specific Project, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Substantial Completion is not attained by one (1) day after the Scheduled Substantial Completion Date (the "***LD Date***"), Design-Builder shall pay Owner the amount specified in the Project Specific Contract Amendment as liquidated damages for each day that the Substantial Completion extends beyond the LD Date. The liquidated damages provided herein shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages, whether special or consequential, and of whatsoever nature incurred by Owner which are occasioned by any delay in achieving Substantial Completion by the Scheduled Substantial Completion Date and shall be Owner's sole remedy for the delay. Design-Builder understands and agrees that liquidated damages are to be paid not as a penalty, but as compensation to Owner as a fixed and reasonable liquidated damages for losses that Owner will suffer because of such default, whether through increased administrative and engineering costs, interference with Owner's normal operations, other tangible and intangible costs, or otherwise, which costs will be impossible or impractical to measure or ascertain with any reasonable specificity. Liquidated damages may, at Owner's sole discretion, be deducted from any monies held by Owner that are otherwise payable to Design-Builder.

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8. PROJECT SPECIFIC CONTRACT AMENDMENTS. Owner may enlist Services from the Design-Builder for a Specific Project or multiple Specific Projects together during the term of this Contract. Prior to Owner issuing a Notice to Proceed for a Specific Project(s), Owner and Design-Builder will execute a Project Specific Contract Amendment in the form attached hereto as **Exhibit B**. Owner shall have no liability or obligations to Design-Builder prior to Owner's issuance of a Notice to Proceed for a Specific Project. All Project Specific Contract Amendments will be subject to approval by the City of Jacksonville's Competitive Sealed Proposal Evaluation Committee (CSPEC) and Mayor or his designee. Each Project Specific Contract Amendment shall contain: (1) a specific description of the Project; (2) Guaranteed Maximum Price (GMP) in accordance with Section 10 herein which is equal to Design-Builder's Fee (as defined in Section 9.C hereof) plus the negotiated lump sum Cost of the Work (as defined in Section 9.D hereof), subject to any adjustments made in accordance with the Specific Conditions; (3) a Scheduled Substantial Completion Date; (4) Guaranteed Completion Date; (5) the amount of liquidated damages in accordance with Section 7.D; and (6) an updated Maximum Indebtedness amount under this Contract.

9. MAXIMUM INDEBTEDNESS; PAYMENTS TO DESIGN-BUILDER.

A. Maximum Indebtedness.

Owner's maximum indebtedness under this Contract is an amount not to exceed Zero ($0.00) ("Maximum Indebtedness). The Maximum Indebtedness amount shall be increased via a Project Specific Contract Amendment.

B. Payments.

i. Owner will pay Design-Builder for each Specific Project using either a two phased approach where Owner will first pay Design-Builder an amount to perform a portion of the design elements based upon a DCP for a Specific Project as described in Section 4 of the RFQ to enable the Owner and Design-Builder to negotiate a GMP and GCD for the Specific Project, or a one phased approach where Owner will negotiate a GMP and GCD, which shall include design services. Any such amount paid by Owner under either approach will be pursuant to a Project Specific Contract Amendment.

ii. Upon Owner's acceptance of the GMP Proposal in accordance with Section 10 herein, Owner and Design-Builder will execute a Project Specific Contract Amendment and pay Design-Builder in accordance with the payment terms set forth in the Specific Conditions.

iii. Notwithstanding the foregoing, Design-Builder acknowledges and agrees that Owner may not solicit Design-Builder to perform any Work pursuant to the terms hereof during the term of this Contract, and Owner makes no guarantee or representation as to the quantity of Specific Projects, if any, that Owner may solicit, or issue to, Design-Builder to perform Work during the term of this Contract. Design-

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Builder further acknowledges and agrees that Design-Builder shall have no recourse, legal or otherwise, against Owner if Owner does not solicit Design-Builder to perform any Work or Specific Projects pursuant to this Contract.

C. Design-Builder's Fee.

i. Design-Builder's Fee for each Specific Project shall be limited as follows:

- For Projects with a GMP less than $100,000, Design Builder's Fee shall not exceed fifteen percent (15%) of the negotiated lump sum Cost of the Work for that Project, subject to negotiations between both parties.

- For Projects with a GMP between $100,000 and $500,000, Design-Builder's Fee shall not exceed ten percent (10%) of the negotiated lump sum Cost of the Work for that Project, subject to negotiations between both parties.

- For Projects with a GMP in excess of $500,000, Design-Builder's Fee shall not exceed seven and a half percent (7.5%) of the negotiated lump sum Cost of the Work for that Project, subject to negotiations between both parties.

D. Cost of the Work. The term "Cost of the Work" shall mean costs reasonably incurred by Design-Builder in the proper performance of the Work required for each Specific Project. The Cost of the Work shall include only the following:

i. Wages of direct employees of Design-Builder performing the Work at the Sites or, with Owner's agreement, at locations off the Sites.

ii. Wages or salaries of Design-Builder's supervisory and administrative personnel engaged in the performance of the Work and who are located at the Sites or working off-Site to assist in the production or transportation of material and equipment necessary for the Work.

iii. Wages or salaries of Design-Builder's personnel stationed at Design-Builder's principal or branch offices who are performing functions required to complete the Work. The reimbursable costs of personnel stationed at Design-Builder's principal or branch offices shall include a markup to compensate Design-Builder for the Project-related overhead associated with such personnel.

iv. Costs incurred by Design-Builder for employee benefits, premiums, taxes, insurance, contributions and assessments required by law, collective bargaining agreements, or which are customarily paid by

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Design-Builder, to the extent such costs are based on wages and salaries paid to employees of Design-Builder covered under Sections 9.D(i)-(iii) hereof.

v. The reasonable and documented portion of the cost of travel, accommodations and meals for Design-Builder's personnel necessarily and directly incurred in connection with the performance of the Work.

vi. Payments properly made by Design-Builder to Subcontractors and Design Consultants for performance of portions of the Work, including any required insurance and bond premiums incurred by Subcontractors and Design Consultants.

vii. Costs, including transportation, inspection, testing, storage and handling, of materials, equipment and supplies incorporated or reasonably used in completing the Work.

viii. Costs less salvage value of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by the workers that are not fully consumed in the performance of the Work and which remain the property of Design-Builder, including the costs of transporting, inspecting, testing, handling, installing, maintaining, dismantling and removing such items.

ix. Costs of removal of debris and waste from the Sites.

x. The reasonable costs and expenses incurred in establishing, operating and demobilizing the Site(s) office(s), including the cost of facsimile transmissions, long-distance telephone calls, postage and express delivery charges, telephone service, photocopying, and DSL internet services.

xi. Rental charges and the costs of transportation, installation, minor repairs and replacements, dismantling and removal of temporary facilities, machinery, equipment and hand tools not customarily owned by the workers, which are provided by Design-Builder at the Sites, whether rented from Design-Builder or others, and incurred in the performance of the Work.

xii. Premiums for insurance and bonds required by this Agreement or the performance of the Work, including, but not limited to, errors and omissions insurance, including any sub-contractors bonds as Design-Builder deems appropriate.

xiii. All fuel and utility costs incurred in the performance of the Work.

xiv. Sales, use or similar taxes, tariffs or duties incurred in the performance of the Work.

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xv. Costs for permits, royalties, licenses, tests and inspections incurred by Design-Builder as a requirement of the Contract Documents.

xvi. Deposits which are lost, except to the extent caused by Design-Builder's negligence.

xvii. Costs incurred in preventing damage, injury or loss in case of an emergency affecting the safety of persons and property to the extent not covered by Design-Builder's insurance.

xviii. Other documented costs reasonably and properly incurred in the performance of the Work to the extent approved in writing by Owner.

xix. Design-Builder Firm, when qualified, may self-perform all or a portion of the Work for any item listed on the estimate or GMP breakdown where it is deemed advantageous due to schedule or economic benefit for the direct cost of the Work.

xx. Costs of all reproductions used for bidding or information purposes required by the Specific Projects to directly benefit the Specific Projects.

xxi. Costs for watchmen and security services for the Specific Projects.

xxii. Costs for such temporary facilities during construction, as approved by Owner, including temporary water, heat, power, sanitary facilities, telephones, radios and computers with software.

xxiii. Costs for efficient logistical control of the Sites, including horizontal and vertical transportation and materials and personnel. Also, costs for adequate storage.

D. Non-Reimbursable Costs.

The following shall be excluded from the Cost of the Work:

i. Compensation for Design-Builder's personnel stationed at Design-Builder's principal or branch offices, except as provided for in Sections 9.D (i)-(iii) hereof.

ii. Overhead and general expenses, except as provided for in Section 9.D hereof, or which may be recoverable for changes to the Work.

iii. The cost of Design-Builder's capital used in the performance of the Work.

iv. Once the parties have agreed on a GMP, costs that would cause the GMP, as may be adjusted in accordance with the Contract Documents, to be exceeded.

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v. Any costs incurred by Design-Builder arising out of Design-Builder's, or its employees', agents', contractors' and subcontractors', errors, negligent or wrongful acts or omissions in performing the Work.

10. GUARANTEED MAXIMUM PRICE.

A. GMP Established after Execution of this Agreement.

i. GMP Proposal. Design-Builder shall submit a GMP Proposal to Owner for each Specific Project which shall include the following, unless the parties mutually agree otherwise:

a. A proposed GMP, which shall be the sum of:

1) Design-Builder's Fee as defined in Section 9.C hereof;

2) the negotiated lump sum Cost of the Work as defined in Section 9.D hereof, inclusive of any Design-Builder's Contingency, if applicable, as defined in this Section 10; and

3) For purposes of this Agreement, "Contingency" means the amount set forth in the GMP, which amount shall not constitute more than fifteen percent (15%) of the GMP, and which amount is available for Design-Builder's exclusive use for costs that are incurred in performing the Work that are not included in a specific line item or which would be the basis for a Change Order under the Contract Documents. By way of example, and not as a limitation, such costs include trade buy-out differentials, overtime and acceleration. The Contingency is not available to Owner for any reason, including changes in scope or any other item which would enable Design-Builder to increase the GMP under the Contract Documents. In no event shall the Contingency be used by Design-Builder to pay for Non-Reimbursable Costs, as defined in Section 9.D. Design-Builder shall provide Owner with notice of all anticipated charges against the Contingency and any Contingency

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amount remaining unused upon Final Payment shall be returned to Owner.

b. A list of the drawings and specifications, including all addenda, used as the basis for the GMP Proposal;

c. A list of the assumptions and clarifications made by Design-Builder in the preparation of the GMP Proposal, which list is intended to supplement the information contained in the drawings and specifications;

d. The allowable construction time upon which the proposed GMP is based, and a schedule upon which the Scheduled Substantial Completion Date is based;

e. A list of allowances and a statement of their basis;

f. A schedule of alternate prices;

g. A schedule of unit prices;

h. A statement of Additional Services; and

i. The time limit for acceptance of the GMP Proposal.

ii. **Review and Adjustment to GMP Proposal.** After submission of the GMP Proposal, Design-Builder and Owner shall meet to discuss and review the GMP Proposal. If Owner has any comments regarding the GMP Proposal or finds any inconsistencies or inaccuracies in the information presented, it shall promptly give written notice to Design-Builder of such comments or findings. If appropriate, Design-Builder shall, upon receipt of Owner's notice, make appropriate adjustments to the GMP Proposal.

iii. **Acceptance of GMP Proposal.** If Owner accepts the GMP Proposal, as may be amended by Design-Builder and Owner, Owner shall submit the GMP Proposal to the City of Jacksonville's Competitive Sealed Proposal Evaluation Committee (CSPEC) for approval. Upon obtaining approval from CSPEC, Owner and Design-Builder will execute a Project Specific Contract Amendment in the amount of the GMP.

iv. **Failure to Accept the GMP Proposal.** If Owner rejects the GMP Proposal, or fails to notify Design-Builder in writing on or before the date specified in the GMP Proposal that it accepts the GMP Proposal, the GMP Proposal shall be deemed withdrawn and of no effect. In such event, Owner and Design-Builder shall meet and confer as to

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how the Project will proceed, with Owner having the following options:

a. Owner may suggest modifications to the GMP Proposal, whereupon, if such modifications are accepted in writing by Design-Builder, the GMP Proposal shall be deemed accepted and the parties shall proceed in accordance with Section 10.A.iii above;

b. Owner may abandon pursuit of a Specific Project with this Design-Builder and terminate this Contract in accordance with the terms herein.

11. PROCEDURE FOR PAYMENT.

A. Progress Payments.

i. Design-Builder shall submit to Owner on the tenth (10th) day of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment in accordance with Article 6 of the Specific Conditions.

ii. Owner shall make payment within twenty-one (21) days after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 6 of the Specific Conditions, but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.3 of the Specific Conditions.

iii. Progress payments under this Section only will be made upon Owner's receipt from Design-Builder of updated schedules and reports submitted with each invoice, as set forth in Section 2.1.2 of the Specific Conditions.

B. Retainage on Progress Payments.

i. Owner will retain ten percent (10%) of each Application for Payment; provided, however, that when fifty percent (50%) of the Work has been completed by Design-Builder, Owner will consider, in its sole discretion, whether to retain any additional amounts from Design-Builder's subsequent Applications for Payment. Owner will also reasonably consider reducing retainage for Subcontractors completing their work early in the Specific Project. Retainage shall not be withheld on services or fees set forth in Section 9.C herein and for materials purchased by Design-Builder.

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ii. Upon Final Completion of the entire Work or, if applicable, any portion of the Work, pursuant to Section 6.6 of the Specific Conditions, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to one and one-half (1 ½) times the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Final Completion.

C. Final Payment. Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the Specific Conditions. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment within twenty-one (21) days after Owner's receipt of the Final Application for Payment, provided that Design-Builder has satisfied the requirements for final payment set forth in Section 6.7.2 of the Specific Conditions.

D. Record Keeping and Finance Controls. Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as provided in the Contract Documents and, specifically, Section 12.31 of the Specific Conditions. During the performance of the Work and for a period of three (3) years after receipt of final payment, Owner and Owner's accountants shall be afforded access from time to time, upon reasonable notice, to Design-Builder's records, books, correspondence, receipts, subcontracts, vouchers, memoranda and other data relating to the Work, all of which Design-Builder shall preserve for a period of three (3) years after receipt of final payment.

TERMINATION FOR CONVENIENCE.
The party's termination rights shall be as set forth in the Specific Conditions, RFQ and as set forth below:

A. Upon ten (10) days' written notice to Design-Builder, Owner may, for its convenience and without cause, elect to terminate this Contract or any Specific Project. In such event, Design-Builder shall cease performing Work on the Specific Project and Owner shall pay Design-Builder for the following:

i. Up to receipt of notice of termination: (i) all Work actually, timely and faithfully rendered on all Specific Projects, including that portion of Design-Builder's fees equal to the percentage of Work completed and (ii) for proven and documented costs or expenses in connection with the Work required for each Specific Project. Thereafter until the date of termination, only for such services as are specifically authorized in writing by Owner, and

ii. Fair compensation either by purchase or rental, at the election of Owner, for any equipment obtained by Design-Builder and used for the Specific Projects.

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B. If Owner terminates this Contract pursuant to Section 12.A above and proceeds to design and construct the Specific Project through its employees, agents or third parties, Owner's rights to use the Work Products shall be as set forth in Section 6 hereof.

12. REPRESENTATIVES OF THE PARTIES.

A. Owner's Representatives.

Owner designates the individual listed below as its Senior Representative ("Owner's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes relating to this Contract:

Bill Joyce, P.E.
Engineer and Construction Management Division
Public Works Department, City of Jacksonville
214 N. Hogan Street, 10th Floor
Jacksonville, FL 32202
(904)_____
Email: joyce@coj.net

Owner shall designate various individuals as its Owner's Representative for each Specific Project performed under this Contract, which individual has the authority and responsibility set forth in Section 3.4 of the Specific Conditions. The Owner's Representative for each Specific Project shall be designated in the Project Specific Contract Amendment for each Project.

B. Design-Builder's Representatives.

Design-Builder designates the individual listed below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes relating to this Contract:

_____
_____
_____
_____
_____

Design-Builder shall designate various individuals as its Design-Builder's Representative for each Project performed under this Contract, which individual has the authority and responsibility set forth in Section 2.1.1 of the Specific Conditions. The Design-Builder's Representative for each Specific Project shall be designated in the Project Specific Contract Amendment for said Project.

14. **NOTICES**. Unless otherwise provided herein, any and all notices, which are permitted or required in this Contract, shall be in writing and shall be duly delivered and

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given when personally served, or the next business day after such notice is sent by overnight delivery service by a nationally recognized courier such as Federal Express or UPS with delivery charges paid by the sender, or three (3) business days after such notice is mailed to the person at the address designated below. If notice is mailed, the same shall be mailed, postage prepaid, in the United States mail by certified or registered mail – return receipt requested. Failure to accept certified or registered mail shall be deemed a receipt thereof within ten (10) days after the first notice of delivery of the certified or registered mail. Any entity may change its address as designated herein by giving notice thereof as provided herein or such other address either party from time to time specifies in writing to the other.

If to the Owner: Engineering and Construction Management Division
Public Works Department, City of Jacksonville
214 N. Hogan Street
Jacksonville, Florida 32202
Attn: Director

With a copy to: Office of General Counsel
Government Operations and Commercial Law Department
117 West Duval Street, Suite 480
Jacksonville, Florida 32202
Attn: Corporation Secretary

If to Design-Builder: _____
_____
_____
_____

With a copy to: _____
_____
_____
_____

15. <u>MISCELLANEOUS PROVISIONS</u>.

A. Dates and Time Periods. Should the date for the giving of any notice, the performance of any act, or the beginning or end of any period provided for herein fall on a Saturday, Sunday or other legal holiday, such date shall be extended to the next succeeding business day which is not a Saturday, Sunday or legal holiday.

B. Governing Law. This Contract shall be governed and interpreted under the laws of the State of Florida. The venue shall be Duval County, Florida.

C. Amendments. All changes to, additions to, modifications of, or amendment to this Contract, or any of the terms, provisions and conditions hereof, shall be binding only

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when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

D. Headings. The paragraph headings used in this Contract are for convenience purposes only and shall not be used in the interpretation of this Contract.

E. Exhibits. All Exhibits attached hereto are incorporated herein by this reference and made a part of this Contract.

F. Counterparts. The Contract may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one (1) agreement, but in making proof of the Contract, it shall not be necessary to produce or account for

G. Severability. The provisions of this Contract are severable, and if any provision of any part hereof or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Contract and the application of such provisions or part hereof to other persons or circumstances shall not be affected thereby.

H. Approvals. **Design-Builder represents and warrants to Owner that Design-Builder has full right and authority to execute and perform its obligations under the Contract, and Design-Builder and the person(s) signing this Contract on Design-Builder's behalf represent and warrant to Owner that such person(s) are duly authorized to execute this Contract on Design-Builder's behalf without further consent or approval by anyone. Design-Builder shall deliver to Owner promptly upon request all documents reasonably requested by Owner to evidence such authority.**

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY – SIGNATURE PAGE FOLLOWS.

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

FOR OWNER:

CITY OF JACKSONVILLE, a consolidated municipal corporation and political subdivision existing under the laws of the State of Florida

Attest:

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

By:_____
Donna Deegan
Mayor

In compliance with 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 Contract, and provision has been made for the payment of the monies provided therein to be paid from the following account:

_____
Director of Finance
CITY Contract Number: _____

Form Approval:

By:_____
Office of General Counsel

FOR DESIGN-BUILDER:

_____

Attest:

By:_____
Corporate Secretary

By:_____
Name: _____
Its: _____

As Witnessed:

By:_____

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Form 4
Price Proposal Sheet

DO NOT SUBMIT WITH YOUR PROPOSAL

NAME OF CONSULTANT_____

Proposal Number_____

SCHEDULE OF PROPOSED PRICES/RATES

1. Flat Fee (payable upon completion of project or upon completion of listed deliverables):

_____

2. If charges are based on hours worked, the hourly direct labor rates (without Fringe Benefits) are:

Principal (Partner or Senior Officer):	$_____hr.
Project Manager (Responsible Professional):	$_____hr.
Registered Professional Engineer	$_____hr.
Senior Inspector	$_____hr.
Inspector	$_____hr.
Engineering Technician	$_____hr.
Clerical	$_____hr.

3. Other Direct Project Costs per Unit (please specify)

_____

_____

_____

_____

4. Estimated percentage of total fee to be performed by sub-contractors _____%

5. Please provide any other relevant rates that may apply to this project including average direct hourly labor rates for other categories of proposed personnel

_____

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Form 5
No Bid Form

UNABLE TO SUBMIT A BID? WE SINCERELY HOPE THIS IS NOT THE CASE.
If your firm cannot submit a bid at this time, please provide the information requested in the space provided below and return it to:

City of Jacksonville
Procurement Division
214 North Hogan St., Room #105
Jacksonville, Florida 32202

We are unable to submit a bid at this time due to the following reason(s):

☐	Insufficient time to respond	☐	Conflicts with production schedule
☐	Do not meet minimum requirements	☐	Do not offer these commodities/services
☐	Unable to meet bond requirements	☐	Other (please state below)

_____

_____

_____

Suggestions: _____

_____

Company Name: _____

Signature & Title: _____

Street: _____

City: _____ State: _____ Zip: _____ Phone: _____

PLEASE SUBMIT THIS FORM ONLY; DO NOT SEND BACK THE BID PACKAGE

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FORM 6
CERTIFICATION REGARDING LOBBYING

44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Contractor's Authorized Official

_____
Name and Title of Contractor's Authorized Official

_____
Date

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CONTRACT
BETWEEN
CITY OF JACKSONVILLE
AND
BAKER CONSULTING & ENGINEERING, LLC
d/b/a BAKER DESIGN BUILD
FOR
DESIGN-BUILD SERVICES
FOR
FEDERALLY-FUNDED DESIGN-BUILD PROJECTS

THIS CONTRACT for federally-funded design-build projects is made and entered into this 8th day of January, 2025 (the "Effective Date"), by and between the **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the Constitution and laws of the State of Florida (the "City"), and **BAKER CONSULTING & ENGINEERING, LLC** d/b/a **BAKER DESIGN BUILD**, a Florida limited liability company with its principal office at 219 North Newnan Street, 2nd Floor, Jacksonville, Florida 32202 (the "Contractor").

WHEREAS, City issued Solicitation No. CDB-0143-23 (the "RFQ") for certain professional services described in the RFQ (the "Services"); and

WHEREAS, based on Contractor's response to the Solicitation, City has negotiated and awarded this Contract to Contractor; now therefore

IN CONSIDERATION of the premises and the mutual covenants contained below and of other good and valuable consideration acknowledged by the parties to be sufficient, the parties agree as follows:

1. **Performance of Services.** Contractor shall perform the Services as described in and according to (i) the RFQ and the Response, each of which is incorporated into and made a part of this Contract, and (ii) the Scope of Services, attached hereto as **Exhibit A** and incorporated herein by this reference.

2. **Compensation.** Contractor shall be paid for the Services the fees detailed in the Contract Fee Schedule, attached hereto as **Exhibit B** and incorporated herein by this reference.

3. **Design Professional Liability.** As set forth in the RFQ (page 62), the approved liability amount shall be $1,000,000.00/$2,000,000.00.

4. **Maximum Indebtedness.** As required by Section 106.431, *Ordinance Code*, City's maximum indebtedness for the Services under this Contract for the five-year period of service shall be a fixed monetary amount not-to-exceed FORTY MILLION AND 00/100 DOLLARS ($40,000,000.00).

5. **Term.** The period of service of this Contract shall commence on the date of its execution and continue for five (5) years until January 8, 2030.

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6. **Contract Documents.** This Contract consists of the following documents, which are hereby incorporated as if fully set forth herein and which, in case of conflict, shall have priority in the order listed:

(i) This document, as modified by any subsequent signed amendments.

(ii) Any amendments to this document.

(iii) Specific Information Regarding the RFQ (Section 1 of the RFQ).

(iv) Description of Services (Section 4 of the RFQ).

(v) General Instructions (Section 2 of the RFQ).

(vi) General Terms and Conditions of Agreement (Section 3 of the RFQ).

(vii) The Response, provided that any terms in the Response that are prohibited under the RFQ shall not be included in this Contract.

7. **Notice.** All notices under this Agreement shall be in writing and shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

As to City:

Sheldon Gibbs, P. E., Chief
Engineering & Construction Management Division
214 North Hogan Street, 10th Floor
Jacksonville, Florida 32202

As to Contractor:

Tamara G. Baker, Chief Executive Officer
Baker Design Build
219 North Newnan Street, 2nd Floor
Jacksonville, Florida 32202

8. **Contract Managers.** Each party shall designate a Contract Manager during the Term of this Contract whose responsibility shall be to oversee the party's performance of its duties and obligations pursuant to this Contract. As of the Effective Date, City's Contract Manager is Sheldon Gibbs (Phone: 904.255.8710; Fax: 904.255.8926; SGibbs1@coj.net), and Contractor's Contract Manager is Tamara Baker (Phone: 904.356.8520; Fax: 904.559.2678; www.bakerdesign.build). Each party shall provide prompt written notice to the other party of any changes to the party's Contract Manager or his or her contact information; provided, such changes shall not be deemed Contract amendments and may be provided by email.

9. **Entire Agreement.** This Contract constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by Contractor. No statement, representation, writing, understanding, agreement, course of action, or course of conduct made by either party or any representative of either party which is not expressed herein shall be binding. Contractor may not unilaterally modify the

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terms of this Contract by affixing additional terms to materials delivered to City (e.g., "shrink wrap" terms accompanying or affixed to a deliverable) or by including such terms on a purchase order or payment document. Contractor acknowledges that it is entering into this Contract for its own purposes and not for the benefit of any third party.

10. **Amendments.** All changes to, additions to, modifications of, or amendments to this Contract or any of its terms, provisions, and conditions shall be binding only when in writing and signed by the authorized officer, agent, or representative of each of the parties hereto.

11. **Counterparts.** This Contract and all amendments hereto may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year first above written.

ATTEST:

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

CITY OF JACKSONVILLE

By Karen Bowling
Donna Deegan
Mayor

Karen Bowling
Chief Administrative Officer
For: Mayor Donna Deegan
Under Authority Of:
Executive Order No: 2023-02

WITNESS:

By Victoria Hemingway
Signature

Victoria Hemingway
Type/Print Name

Administrative Asst.
Title

BAKER DESIGN BUILD

By Tamara G. Baker
Signature

Tamara G. Baker
Type/Print Name

CEO / Member Mgr.
Title

Form Approved:

Office of General Counsel

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Encumbrance and funding information for internal City use:

1Cloud Account for Certification of Funds	Amount
	$40,000.000.00 ($8,000,000.00 annually)

Maximum Indebtedness: $40,000,000.00

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

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

Chris Cuevas for Anna Brosche
Director of Finance
City Contract No. 71601-25

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CITY CONTRACT NUMBER 71601-25

PERFORMANCE BOND **Bond #437622P**

REQUIRED BY SECTION 255.05, FLORIDA STATUTES

As to the Contractor/Principal:

Name: Baker Construction Services, LLC d/b/a Baker Design Build

Principal Business Address: 219 N. Newnan Street, 2nd Floor, Jacksonville, Florida 32202

Telephone: (904) 559-2650

As to the Surety:

Name: Westfield Insurance Company

Principal Business Address: P.O. Box 5001, Westfield Center, OH 44251

Telephone: (800) 243-0210

As to the Owner of the Property/Contracting Public Entity:

Name: The City of Jacksonville, Florida (c/o Public Works Department)

Principal Business Address: 214 North Hogan Street, Jacksonville, Florida 32202

Telephone: (904) 255-7575

Description of Project including address and description of improvements: furnishing all labor, equipment, and materials, and performing all operations necessary to provide to City services for vertical design-build Specific Projects, including but not limited to design, permitting, and construction elements necessary for the construction, reconstruction, repair, restoration, and/or demolition activities related to facilities, public buildings (schools, libraries, community centers, fire stations, etc.), public park structures/buildings, and other facility types and/or aboveground utilities which may or may not have sustained damages due to a hurricane, terrorist attack, or other disaster event, all in accordance with plans and specifications contained in the RFQ.

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CITY OF JACKSONVILLE, FLORIDA
PERFORMANCE BOND
REQUIRED BY SECTION 255.05, FLORIDA STATUTES

Bond #437622P

KNOW ALL MEN BY THESE PRESENTS, that BAKER CONSULTING & ENGINEERING, LLC d/b/a BAKER DESIGN BUILD., as Principal, (hereinafter the "Contractor"), and **Westfield Insurance Company**, a corporation organized and existing under the laws of the State of **OH** and duly authorized to conduct and carry on a general surety business in the State of Florida as Surety (hereinafter the "Surety"), are each held and firmly bonded unto the City of Jacksonville, a municipal corporation in Duval County, Florida, as Obligee (hereinafter the "City"), in the sum of ONE MILLION AND 00/100 DOLLARS ($1,000,000.00), lawful money of the United States of America, for the payment whereof Contractor and Surety bind themselves, their respective heirs, executors, administrators, legal representatives, successors and assigns, jointly and severally, and firmly by these presents.

WHEREAS, the Principal made and entered into City Contract Number 71601-25 (hereinafter the "Contract"), effective as of the 8th day of January, 2025, for furnishing all labor, equipment, and materials and performing all operations necessary to provide services to City for vertical design-build Specific Projects, including but not limited to design, permitting, and construction elements necessary for the construction, reconstruction, repair, restoration, and/or demolition activities related to facilities, public buildings (schools, libraries, community centers, fire stations, etc.), public park structures/buildings, and other facility types and/or aboveground utilities which may or may not have sustained damages due to a hurricane, terrorist attack, or other disaster event, all in strict accordance with plans and specifications and other contract documents prepared for the City of Jacksonville's Department of Public Works, Request for Qualifications, R.F.Q. Date January 17, 2024, entitled *RFQ for Design-Build Services for Federally Funded Vertical/Architectural Design-Build Projects*, and any advertisement for bids for said work and the drawings, plans, and specifications for said work and requirements of the City request for bids and award therefor and of the Contract and all documents included as a part of the Contract, all of which are, by this reference, made a part hereof to the same extent as if fully set out herein.

NOW, THEREFORE, the conditions of this obligation are such that if Contractor shall: (1) promptly and faithfully perform the construction work and other work in the time and manner

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prescribed in said Contract, which is made a part of this Bond by reference, in strict compliance with the Contract requirements; **(2)** perform the guarantee and maintenance of all work and materials furnished under the Contract for the time specified in the Contract; and, **(3)** pay the City all losses, delay and disruption damages, and all other damages, expenses, costs, and statutory attorney's fees, including those incurred in appellate proceedings, that the City sustains because of a default by Contractor under the Contract, then this Bond shall be void; otherwise, it shall remain in full force and effect, both in equity and at law, in accordance with the laws and statutes of the State of Florida.

PROVIDED, that the Surety hereby waives notice of any alteration or extension of time made by the City, and any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

PROVIDED further, that whenever Contractor shall be declared by the City to be in default under the Contract, the City having performed the City's obligations thereunder, the Surety shall, at the City's sole option, take one (1) of the following actions:

(1) Within a reasonable time, but in no event later than thirty (30) days after the City's written notice of termination for default, arrange for Contractor with the City's consent, which shall not be unreasonably withheld, to complete the Contract and the Surety shall pay the City all losses, delay and disruption damages, and all other damages, expenses, costs, and statutory attorney's fees, including those incurred in appellate proceedings, that the City sustains because of a default by the Contractor under the Contract; or

(2) **(A)** Within a reasonable time, but in no event later than sixty (60) days after the City's written notice of termination for default, award a contract to a completion contractor and issue a notice to proceed. Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions and, upon determination by Surety of the lowest responsible, qualified bidder, award a contract; **(B)** alternatively, the City may elect to have the Surety determine jointly with the City the lowest responsible, qualified bidder, to have the Surety arrange for a contract between such bidder and the City, and for the Surety to make available as Work progresses sufficient funds to pay the cost of completion less the balance of the Contract price (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph). The term "balance of the Contract price"

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as used in this Bond shall mean the total amount payable by City to Contractor under the Contract and any approved change orders thereto, less the amount properly paid by City to Contractor; (C) either way, the Surety shall pay the City all remaining losses, delay and disruption damages, expenses, costs, and statutory attorney's fees, including those incurred in appellate proceedings, that the City sustains because of a default by Contractor under the Contract; or

(3) Within a reasonable time, but in no event later than thirty (30) days after City's notice of termination for default, waive its right to complete or arrange for completion of the Contract and, within twenty-one (21) days thereafter, determine the amount for which it may be liable to the City and tender payment to City of any amount necessary in order for City to complete performance of the Contract in accordance with its terms and conditions less the balance of the Contract price, and shall also indemnify and save City harmless on account of all claims and damages arising from Contractor's default under the Contract, and pay City for all losses, delay and disruption damages, and other damages, expenses, costs, and statutory attorney's fees, including those incurred in appellate proceedings, that City sustains because of a default of Contractor under the Contract.

PROVIDED further, the Surety shall indemnify and save City harmless from any and all claims and damages arising from Contractor's default under the Contract, including but not limited to contractual damages, expenses, costs, injury, negligent default, intentional default, patent infringement, and actual damages (including delay and disruption damages) in accordance with the Contract, and including all other damages and assessments which may arise by virtue of failure of the product to perform or any defects in work or materials within a period of one (1) year from the date on which Contractor receives from City a certificate of final completion under the Contract.

PROVIDED further, that during any interim period after City has declared Contractor to be in default but Surety has not yet remedied the default in the manner acceptable to City, Surety shall be responsible for securing and protecting the work site, including but not limited to the physical premises, structures, fixtures, materials, and equipment, and shall be responsible for securing and protecting materials and equipment stored off-site in accordance with the Contract.

PROVIDED further, no right of action shall accrue on this Bond to or for the use of any person or corporation other than the City named herein or the heirs, executors, administrators, or successors of the City.

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SIGNED AND SEALED this 8th day of January 2025.

WITNESS:

Signature

Victoria Hemingway
Type/Print Name

Administrative Asst.
Title

BAKER CONSTRUCTION SERVICES, LLC
d/b/a BAKER DESIGN BUILD

Signature

Tamara Baker
Type/Print Name

CEO
Title

AS PRINCIPAL

Signed, Sealed and Delivered
in the Presence of:

Alexandra Raimondi

Westfield Insurance Company

By: Tina Montanez
Tina Montanez
Attorney-In-Fact

Its

WESTFIELD INSURANCE COMPANY SEAL

AS SURETY

Name of Agent: HUB International

Address: 10739 Deerwood Park Blvd., Suite 200
Jacksonville, FL 32256
(904) 398-1234

Note. Date of Bond Must Not Be Prior to Date of Contract

Form Approved:

Office of General Counsel

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General Power of Attorney

CERTIFIED COPY

POWER NO. **0994372 02**

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
BRADFORD W. BUSH, KYLE C. WHITMAN, CLARENCE F. GREENE, III, TINA MONTANEZ, JOINTLY OR SEVERALLY

of **JACKSONVILLE** and State of **FL** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.** -

<u>LIMITATION:</u> THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.
and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"*Be It Resolved,* that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact. may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"*Be it Further Resolved,* that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader** and **Senior Executive** and their corporate seals to be hereto affixed this **01st** day of **MAY** A.D., **2022** .

Corporate Seals Affixed

WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: **Gary W. Stumper,** *National Surety Leader* and *Senior Executive*

State of Ohio
County of Medina ss.:

On this **01st** day of **MAY** A.D., **2022** , before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, OH;** that he is **National Surety Leader** and **Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed

State of Ohio
County of Medina ss.:

David A. Kotnik, Attorney at Law, *Notary Public*
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, **Frank A. Carrino,** Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this day of A.D., .

Secretary
Frank A. Carrino, *Secretary*

BPOAC2 (combined) (03-22)

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WESTFIELD™

AUTHORIZATION AND CONSENT TO THE USE OF ELECTRONIC SEAL ADDENDUM (APRIL 22, 2020)

Due to logistical issues associated with the use of traditional seals during this COVID-19 pandemic, Westfield Insurance Company and/or Westfield National Insurance Company and/or Ohio Farmers Insurance Company (collectively the "Surety") has authorized its Attorney-in-Fact to affix the Surety's corporate seal to any bond executed on behalf of the Surety by any such Attorney-in-Fact by attaching this Addendum to said bond.

To the extent this Addendum is attached to a bond that is executed on behalf of the Surety by its Attorney-in-Facts, the Surety hereby agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond.

WESTFIELD INSURANCE COMPANY SEAL

WESTFIELD NATIONAL INSURANCE CO. SEAL

OHIO FARMERS INSURANCE COMPANY CHARTERED 1848

Thank you,

Gary W. Stumper
National Surety Leader

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EXHIBIT A

Section 4
Description of Services and Deliverables

4.1 Project Scope

The scope of work required of a selected Design-Build Firm for vertical/architectural design-build projects shall include, but it shall not be limited to, the following design, permitting, and construction elements necessary for the construction, reconstruction, repair, restoration and/or demolition activities related to facilities, public buildings (schools, libraries, community centers, fire stations, etc.), pubic park structures/buildings and other facility types and/or aboveground utilities. which may or may not have sustained damaged due to a hurricane, terrorist attack or other disaster event and in accordance with the requirements specified in the Design Criteria Package prepared by City.

A. Design

Design elements of the project (drawings, engineering calculations, reports and specifications) shall cover the following:

- Providing Preliminary (60%) and Final (100%) Design Drawings and Specifications
- Providing Final Construction Contract Documents
- Obtaining all permits and approvals from government agencies and utility companies
- Providing Quality Control for the Design Phase

A DBF selected by the City for negotiating the GMP and the GCD shall provide to the City Project Manager the complete Preliminary (60%) Design at least one week before the date established for commencing the GMP & GCD negotiations.

Design Documents prepared by the DBF shall meet all technical and formal requirements of all pertinent building codes and construction standards as prescribed by the State of Florida and the City of Jacksonville laws and ordinances. All design documents shall be prepared, signed, and sealed by licensed design professionals authorized to practice architecture, landscape architecture, and engineering in the State of Florida. Minimum 2012 AutoCAD Version shall be used in the preparation of the design drawings.

In the Design Criteria Package, the City may also provide the Design Build Firm selected for preparing the TP and negotiating the GMP & GCD with the following design documents for a specific project:

- Topographical and Tree Survey Map including existing utilities
- Environmental Site Assessment Reports
- Geotechnical Exploration Reports
- Utility Availability Letters from JEA

B. Permitting

DBF shall secure and obtain all required permits and approvals from the State of Florida and the City of Jacksonville regulatory agencies as required by law. In addition, the DBF will be required to secure approval or statement of concurrence from applicable utility companies such as JEA, TECO Peoples Gas and/or Sawyer Gas, AT&T Telephone, Comcast, MCI Telecommunications, etc.

Permits and/or approvals from the following agencies must be secured depending on the specific category **&** location of each individual facility-work type improvement project:

- City of Jacksonville - Building Inspection Division
- City of Jacksonville - Development Management Group
- City of Jacksonville - Public Works Department

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- St Johns River Water Management District
- Florida Department of Environmental Protection
- US Army Corps of Engineers
- Florida Department of Transportation
- JEA, TECO Peoples Gas, Sawyer Gas, Comcast, MCI telecommunications, AT&T Telephone, etc.
- Other Regulatory Agencies as it may be applicable to specific projects

C. Construction

The DBF shall be responsible for fully providing the following elements of each facility-work type improvement project as it may be required in the DCP for a specific project:

- Demolition of existing aboveground and/or subsurface site elements, buildings, utilities, and trees as specified in construction contract documents and a removal and lawful disposal of site/construction debris.
- Furnishing all materials, equipment, labor, and incidentals, and to execute all operations necessary for the full completion of roadways and other pertinent engineering work including: clearing construction site and replacing unsuitable soils; completing earthwork and sub-base; constructing roadway base; providing grading, paving, drainage, stormwater management system, landscape and irrigation, roadway illumination, and sidewalks; providing all utilities and utility connections; and all other project elements as stipulated in the approved project design drawings and specifications.
- Providing maintenance of traffic.
- Providing erosion and sediment control work.
- Providing environmental coordination.
- Providing construction project management.
- Providing Quality Control for construction.
- Obtaining the Certificate of Occupancy issued by the Building Inspection Division.
- Providing as-built drawings & certifications and obtaining acceptance of Using Agencies.
- Providing all warranty services.

The DBF shall provide all construction work, materials, products, equipment, and methods that fully comply with all appropriate building codes and construction standards as prescribed by laws and ordinances of the State of Florida and City of Jacksonville as they may relate to a specific scope of the category of horizontal type improvement project.

D. Design-Build Responsibility

The Design-Build Firm shall be responsible for survey, geotechnical investigation, design, acquisition of all permits not acquired by the **City,** any and all information required to modify permits acquired by the **City,** maintenance of traffic, erosion control, demolition, and construction on or before the Project completion date indicated in the Proposal. The Design-Build Firm will coordinate all utility relocations.

The Design-Build Firm shall be responsible for compliance with Design and Construction Criteria (Section 4.7) which sets forth requirements regarding survey, design, construction, and maintenance of traffic during construction, requirements relative to project management, scheduling, and coordination with other agencies and entities such as state and local government, utilities and the public.

The Design-Build Firm may propose changes which differ from the plans. Proposed changes must be coordinated through the City. If changes are proposed to the configuration, the Design-Build Firm shall be responsible for preparing the necessary analyses and documentation required to satisfy requirements to obtain

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approval of the City. The Design-Build Firm shall provide the required documentation for review and processing. The Design-Build Firm will not be compensated for any additional costs or time resulting from proposed changes.

The Design-Build Firm shall examine the Contract Documents and the site of the proposed work carefully before submitting a Proposal for the work contemplated and shall investigate the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished and as to the requirements of all Contract Documents. Written notification of differing site conditions discovered during the design or construction phase of the Project will be given to the City Project Manager.

The Design-Build Firm shall examine boring data, where available, and make their own interpretation of the subsoil investigations and other preliminary data and shall base their bid on their own opinion of the conditions likely to be encountered. The submission of a proposal is prima facie evidence that the Design-Build Firm has made an examination as described in this provision.

The Design-Build Firm shall demonstrate good project management practices while working on this project. These include communication with the City and others as necessary, management of time and resources, and documentation.

E. City Responsibility

The City of Jacksonville will provide a detailed description, location, classification, scope, availability of funds, and other requirements for each project with the Design Criteria Package.

The **City** will provide contract administration, management services, construction engineering inspection services, environmental oversight, and quality acceptance reviews of all work associated with the development and preparation of the contract plans, permits, and construction of the improvements. The City will provide job specific information and/or functions as outlined in this document. The cost of project administration performed by employees or consultants of the City including, but not limited to, planning, programming, design and construction project management, construction engineering inspection, preparation of the Design Criteria Package, and other administrative tasks ordinarily conducted by the City shall be excluded from the maximum cost for design and construction.

This Request for Qualifications does not commit the **City** to make studies or designs for the preparation of any proposal, nor to procure or contract for any articles or services.

The **City** does not guarantee the details pertaining to borings, as shown on any documents supplied by the **City,** to be more than a general indication of the materials likely to be found adjacent to holes bored at the site of the work, approximately at the locations indicated.

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EXHIBIT B

Exhibit B
CONTRACT FEE SUMMARY FORMAT FOR ENGINEERING DIVISION
CITY OF JACKSONVILLE, FLORIDA

PART I - GENERAL

1. Project COJ Federally Funded Design-Build Project	**2. Proposal No. / Contract No.** CDB-0143-23
3. Name of Consultant Baker Consulting & Engineering LLC dba Baker Design Build	**4. Date of Proposal**

PART II - LABOR RELATED COSTS

5. Direct Labor (Limiting Amount)	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Project Principal	$ 86.52	0	$ 0.00	
Project Manager/ Engineer of Record	$ 77.87	0	$ 0.00	
Senior Staff Engineer	$ 68.33	0	$ 0.00	
Designer/Staff Engineer	$ 54.24	0	$ 0.00	
QC/Field Engineer	$ 62.90	0	$ 0.00	
Cad Technician	$ 40.31	0	$ 0.00	
GIS Specialist	$ 41.32	0	$ 0.00	
Cost Estimator	$ 57.50	0	$ 0.00	
Construction Manager	$ 77.87	0	$ 0.00	
Clerical	$ 31.45	0	$ 0.00	
Professional Land Surveyor	$ 78.10	0	$ 0.00	
Surveyor Operator	$ 27.11	0	$ 0.00	
Survey Rodman	$ 23.86	0	$ 0.00	
		0	$ 0.00	
		0	$ 0.00	
		0	$ 0.00	
TOTAL DIRECT LABOR		0		$ -

6. Overhead (Combined Fringe Benefit & Administrative) Overhead Rate 175 % x Total Direct Labor	$ -
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)	**$ -**
8. PROFIT: Labor Related Costs (Item 7) x 10%	$ -

PART III - OTHER COSTS

9. Miscellaneous Direct Costs (Lump Sum)		
Printing	$ 0.00	
Transportation & Shipping	$ 0.00	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL		$ -
10. REIMBURSABLE COSTS (Limiting Amount)	$	
SUB-CONTRACT SUB-TOTAL (Reimb/NTE)		$ -
11. SUBCONTRACTS (Reimbursable/Not to Exceed)	$	
SUB-TOTAL REIMBURSABLES		$ -

PART IV - SUMMARY

TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11)	**$ -**
12. TOTAL PRIOR CONTRACT AMOUNT	N.A.
TOTAL AMENDED CONTRACT AMOUNT	N.A.

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EXHIBIT B

PROACTIVE STRATEGIES

9471 Baymeadows Road, Suite 307 | Jacksonville, FL 32256
shane@Pro-ActiveStrategies.com • www.Pro-ActiveStrategies.com
904.705.7996

October 20, 2023

The City of Jacksonville
Public Works
Attention: Ms. Nikita Reed, PE
Attention: Mr. David Hahn, PE
214 N. Hogan Street, 10th Floor
Jacksonville, FL 32202

Baker Consulting & Engineering, LLC
219 N. Newnan Street
2nd Floor
Jacksonville, FL 32202

RE: Overhead Rate Calculation

Dear City of Jacksonville and Members of Baker Consulting & Engineering, LLC,

I have been asked by the members of Baker Consulting & Engineering (the "Company") to review and calculate the Company's Overhead Rate for the year ended December 31, 2022, based on criteria and information provided by the Company, to determine if the rate is greater than 175% of Direct Labor Costs as defined by the Company. I have performed no additional procedures regarding the financial information provided by the Company other than this request and also offer no opinion or assurance on the information.

The members of the Company have agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose and they are responsible for all the information provided. This report is not suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs of all users of this report. Each user, then, is responsible for determining whether the procedures are suitable for their purpose.

Based on my calculation, I have determined that the Company's Overhead Rate, as a percentage of Direct labor costs, is greater than 175% for the year ended December 31, 2022.

This information is intended solely for the use of the City of Jacksonville and members of the Company and should not be used by anyone other than these parties.

Sincerely,

Shane Cormier, CPA MAcc

AICPA® Forensic and Valuation Services Section

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Exhibit B
CONTRACT FEE SUMMARY FORMAT FOR ENGINEERING DIVISION
CITY OF JACKSONVILLE, FLORIDA

PART I - GENERAL

1. Project: COJ Federally Funded Design-Build Project	**2. Proposal No. / Contract No.** CDB-0143-23
3. Name of Consultant Alpha Envirotech Consulting, Inc.	**4. Date of Proposal** 7/26/2024

PART II - LABOR RELATED COSTS

5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal	$ 91.19	0	$ 0.00	0.00
Project Manager	$ 74.09	0	$ 0.00	0.00
Project Administrater	$ 51.29	0	$ 0.00	0.00
Senior Environmental Engineer/Scientist	$ 62.69	0	$ 0.00	0.00
Environmental Engineer / Field Inspector	$ 53.57	0	$ 0.00	0.00
Environmental Scientist	$ 53.57	0	$ 0.00	0.00
GIS Specialist	$ 62.69	0	$ 0.00	0.00
Drafter or CADD Operator	$ 28.50	0	$ 0.00	0.00
Administrative Specialist	$ 22.80	0	$ 0.00	0.00
TOTAL DIRECT LABOR		0		$ -

6. Overhead (Combined Fringe Benefit & Administrative)		
Overhead Rate	150 % x Total Direct Labor	$ -
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)		$ -
8. PROFIT: Labor Related Costs (Item 7)	x 10%	$ -

PART III - OTHER COSTS

9. Miscellaneous Direct Costs			
Transportation & Shipping	0.670 mi	$ 0.00	
		$ 0.00	
		$ 0.00	
Other		$ 0.00	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL			$ -
10. SUBCONTRACTS (Lump Sum)			
		$	
		$	
SUB-CONTRACT SUB-TOTAL			$ -
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)			$ -
11. REIMBURSABLE COSTS (Limiting Amount)			
		$ 0.00	
		$ 0.00	
		$ 0.00	
		$ 0.00	
		$	
SUB-TOTAL REIMBURSABLES			$ -

PART IV - SUMMARY

12. TOTAL AMOUNT AMENDMENT NO. 0 (Lump Sum + Reimbursables) (Items 5, 6, 8, 9, 10 and 11)	$ -
13. CURRENT CONTRACT AMOUNT	
14. AMENDED CONTRACT AMOUNT	$ -

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EXHIBIT B

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Exhibit B EXHIBIT B

CONTRACT FEE SUMMARY FORMAT FOR ENGINEERING DIVISION
CITY OF JACKSONVILLE, FLORIDA

PART I - GENERAL

1. Project COJ Federally Funded Design-Build Project	**2. Proposal No. / Contract No.** CDB-0143-23
3. Name of Consultant orSubconsultant: Meskel & Associates Engineering, PLLC	**4. Date of Proposal** August 8, 2024

PART II - LABOR RELATED COSTS

5. Direct Labor (Reimbursable)	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal Engineer	$ 77.03	0	$ 0.00	
Senior Project Engineer	$ 75.72	0	$ 0.00	
Project Manager/Project Engineer	$ 64.90	0	$ 0.00	
Staff Engineer	$ 34.13	0	$ 0.00	
Drafter/CADD Technician	$ 34.13	0	$ 0.00	
Senior Field Technician	$ 35.00	0	$ 0.00	
Clerical	$ 27.50	0	$ 0.00	
TOTAL DIRECT LABOR		0		$ -
6. Overhead (Combined Fringe Benefit & Administrative) Overhead Rate 200 % x Total Direct Labor				$ -
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				$ -
8. PROFIT: Labor Related Costs (Item 7) x 10%				$ -

PART III - OTHER COSTS

9. Miscellaneous Direct Costs		
Field Exploration	$ 0.00	
Laboratory Testing	$ 0.00	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL		$ -
10. SUBCONSULTANTS (Lump Sum)		
	$	
	$	
	$	
SUB-CONTRACT SUB-TOTAL (Reimb/NTE)		$ -
11. SUBCONTRACTS (Reimbursable/Not to Exceed)		
	$	
	$	
	$	
SUB-TOTAL REIMBURSABLES		$ -

PART IV - SUMMARY

TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11)	**$ -**
12. TOTAL PRIOR CONTRACT AMOUNT	N.A.
TOTAL AMENDED CONTRACT AMOUNT	N.A.

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EXHIBIT B

MESKEL & ASSOCIATES ENGINEERING, PLLC

2023 - 2024 FEE SCHEDULE

DESCRIPTION	UNIT	UNIT PRICE
209-Asphalt Pavement Coring - 4in dia with Base Depth Check	Each	$180.00
210-Asphalt Pvmt. Coring - 4in dia without Base Depth Check	Each	$145.00
211-Asphalt Pavement Coring - 6in dia with Base Depth Check	Each	$220.00
212-Asphalt Pvmnt Coring - 6in dia without Base Depth Check	Each	$175.00
305-Concrete Pavement Coring - 4in Dia	Each	$210.00
306-Concrete Pavement Coring - 6in Dia	Each	$250.00
401-Geo Auger Borings-H& & Truck/Mud Bug	LF	$12.00
402-Geo Auger Borings-Track	LF	$16.00
407-Geo Chainsaw (Owned)	Day	$120.00
408-Geo Concrete Pad & Cover for Monitoring Wells	Each	$325.00
415-Geo Double Ring Infiltration ASTM D3385	Each	$575.00
418-Geo Drill Crew Support Vehicle	Day	$260.00
422-Geo Extra SPT Samples-Barge/Track/Amphib 0-50 Ft	Each	$65.00
423-Geo Extra SPT Samples-Barge/Track/Amphib 50-100 Ft	Each	$72.00
424-Geo Extra SPT Samples-Barge/Track/Amphib 100-150 Ft	Each	$90.00
425-Geo Extra SPT Samples-Barge/Track/Amphib 150-200 Ft	Each	$115.00
426-Geo Extra SPT Samples-Barge/Track/Amphib 200-250 Ft	Each	$150.00
427-Geo Extra SPT Samples-Truck/Mud Bug 0-50 Ft	Each	$48.00
428-Geo Extra SPT Samples-Truck/Mud Bug 50-100 Ft	Each	$56.00
429-Geo Extra SPT Samples-Truck/Mud Bug 100-150 Ft	Each	$68.00
430-Geo Extra SPT Samples-Truck/Mud Bug 150-200 Ft	Each	$84.00
431-Geo Extra SPT Samples-Truck/Mud Bug 200-250 Ft	Each	$98.00
432-Geo Field Perm 0-10 Ft Open-End Borehole Method	Each	$350.00
433-Geo Field Perm 10-25Ft Open-End Borehole Method	Each	$425.00
435-Geo Grout Boreholes- Barge/Track/Amphib 0-50 Ft	LF	$9.00
436-Geo Grout Boreholes- Barge/Track/Amphib 50-100 Ft	LF	$11.00
437-Geo Grout Boreholes- Barge/Track/Amphib 100-150 Ft	LF	$14.00
438-Geo Grout Boreholes- Barge/Track/Amphib 150-200 Ft	LF	$18.00
439-Geo Grout Boreholes- Barge/Track/Amphib 200-250 Ft	LF	$20.00
440-Geo Grout Boreholes- Truck/Mud Bug 0-50 Ft	LF	$7.50
441-Geo Grout Boreholes- Truck/Mud Bug 50-100 Ft	LF	$8.50
442-Geo Grout Boreholes- Truck/Mud Bug 100-150 Ft	LF	$9.50
443-Geo Grout Boreholes- Truck/Mud Bug 150-200 Ft	LF	$12.00
444-Geo Grout Boreholes- Truck/Mud Bug 200-250 Ft	LF	$13.50
445-Geo Grouted Monitor Well 2in 0-50 Ft	LF	$35.00
446-Geo H& Auger with DCP (0-50 ft) ASTM D1452	LF	$22.00
447-Geo H& Auger with SCP (0-50 ft) ASTM D1453	LF	$20.00
450-Geo Piezometer 2in 0-50 Ft	LF	$42.00
452-Geo Rock Coring Brg/Track/Amph 0-50 Ft 4in ID & over	LF	$90.00
453-GeoRocCoring Brg/Track/Amp 0-50 Ft les than 4in ID	LF	$60.00
454-GeoRocCoring Brg/Track/Amph 50-100 Ft 4in ID & over	LF	$110.00
455-GeoRocCoring Brg/Track/Amp 50-100Ft les than 4in ID	LF	$70.00
456-GeoRocCoring Brg/Track/Amph 100-150 Ft 4in ID & over	LF	$140.00
457-GeoRocCoring Brg/Track/Amp 100-150Ft les than 4in ID	LF	$80.00
458-GeoRocCoring Brg/Track/Amph 150-200 Ft 4in ID & over	LF	$185.00
459-GeoRocCoring Brg/Track/Amp 150-200Ft les than 4in ID	LF	$100.00
460-GeoRocCoring Brg/Track/Amph 200-250 Ft 4in ID & over	LF	$230.00
461-GeoRocCoring Brg/Track/Amp 200-250Ft les than 4in ID	LF	$120.00
462-Geo Rock Coring Truck/Mud Bug 0-50 Ft 4in ID & over	LF	$76.00
463-GeoRocCoring Truck/MudBug 0-50 Ft less than 4in ID	LF	$44.00
464-Geo Rock Coring Truck/Mud Bug 50-100 Ft 4in ID over	LF	$86.00

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EXHIBIT B

MESKEL & ASSOCIATES ENGINEERING, PLLC
2023 - 2024 FEE SCHEDULE

DESCRIPTION	UNIT	UNIT PRICE
465-GeoRocCoring Truck/MudBug 50-100 Ft les than 4in ID	LF	$50.00
466-GeoRocCoring Truck/MudBug 100-150 Ft 4in ID & over	LF	$104.00
467-GeoRocCoring Truck/MudBug 100-150 Ft les than 4in ID	LF	$56.00
468-GeoRocCoring Truck/MudBug 150-200 Ft 4in ID & over	LF	$114.00
469-GeoRocCoring Truck/MudBug 150-200 Ft les than 4in ID	LF	$62.00
470-GeoRocCoring Truck/MudBug 200-250 Ft 4in ID & over	LF	$145.00
471-GeoRocCoring Truck/MudBug 200-250 Ft les than 4in ID	LF	$72.00
473-Geo SPT Barge/Track/Amphib 0-50 Ft	LF	$25.00
474-Geo SPT Barge/Track/Amphib 50-100 Ft	LF	$32.00
475-Geo SPT Barge/Track/Amphib 100-150 Ft	LF	$45.00
476-Geo SPT Barge/Track/Amphib 150-200 Ft	LF	$63.00
477-Geo SPT Barge/Track/Amphib 200-250 Ft	LF	$75.00
478-Geo SPT Truck/Mud Bug 0-50 Ft	LF	$16.00
479-Geo SPT Truck/Mud Bug 50-100 Ft	LF	$19.00
480-Geo SPT Truck/Mud Bug 100-150 Ft	LF	$30.00
481-Geo SPT Truck/Mud Bug 150-200 Ft	LF	$40.00
482-Geo SPT Truck/Mud Bug 200-250 Ft	LF	$48.00
493-Geo Temp Casing 4in Barge/Track/Amphib 0-50 Ft	LF	$17.50
494-Geo Temp Casing 4in Barge/Track/Amphib 50-100 Ft	LF	$19.50
495-Geo Temp Casing 4in Barge/Track/Amphib 100-150 Ft	LF	$23.50
496-Geo Temp Casing 4in Barge/Track/Amphib 150-200 Ft	LF	$27.50
497-Geo Temp Casing 4in Barge/Track/Amphib 200-250 Ft	LF	$31.00
498-Geo Temp Casing 4in Truck/Mud Bug 0-50 Ft	LF	$12.00
499-Geo Temp Casing 4in Truck/Mud Bug 50-100 Ft	LF	$14.00
500-Geo Temp Casing 4in Truck/Mud Bug 100-150 Ft	LF	$16.00
501-Geo Temp Casing 4in Truck/Mud Bug 150-200 Ft	LF	$18.00
502-Geo Temp Casing 4in Truck/Mud Bug 200-250 Ft	LF	$20.00
503-Geo Temp Casing 6in Barge/Track/Amphib 150-200 Ft	LF	$40.00
504-Geo Temp Casing 6in Barge/Track/Amphib 200-250 Ft	LF	$45.00
505-Geo Temp Casing 6in Barge/Track/Amphib 0-50 Ft	LF	$22.00
506-Geo Temp Casing 6in Barge/Track/Amphib 50-100 Ft	LF	$26.50
507-Geo Temp Casing 6in Barge/Track/Amphib 100-150 Ft	LF	$31.00
508-Geo Temp Casing 6in Truck/Mud Bug 0-50 Ft	LF	$15.00
509-Geo Temp Casing 6in Truck/Mud Bug 50-100 Ft	LF	$17.00
510-Geo Temp Casing 6in Truck/Mud Bug 100-150 Ft	LF	$19.50
511-Geo Temp Casing 6in Truck/Mud Bug 150-200 Ft	LF	$25.00
512-Geo Temp Casing 6in Truck/Mud Bug 200-250 Ft	LF	$31.00
514-Geo Truck/Mud Bug Mobil (30 miles straightline distance)	Each	$650.00
515-Geo Undisturbed Samples Barge/Track/Amphib 0-50 Ft	Each	$225.00
516-Geo Undisturbed Samples Barge/Track/Amphib 50-100Ft	Each	$275.00
517-Geo Undisturbed Samples Brg/Track/Amph 100-150 Ft	Each	$325.00
518-Geo Undisturbed Samples Brg/Track/Amph 150-200 Ft	Each	$375.00
519-Geo Undisturbed Samples Truck/Mud Bug 0-50 Ft	Each	$155.00
520-Geo Undisturbed Samples Truck/Mud Bug 50-100 Ft	Each	$180.00
521-Geo Undisturbed Samples Truck/Mud Bug 100-150 Ft	Each	$215.00
522-Geo Undisturbed Samples Truck/Mud Bug 150-200 Ft	Each	$240.00
525-Geo Well Development	Hour	$215.00
531-Geo Truck/Mudbug Drill Rig and Crew (2-person)	Hour	$240.00
532-Geo Truck/Mudbug Drill Rig and Crew (3-person)	Hour	$310.00
533-Geo Track/Barge Drill Rig and Crew (2-person)	Hour	$260.00
534-Geo Track/Barge Drill Rig and Crew (3-person)	Hour	$350.00

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EXHIBIT B

MESKEL & ASSOCIATES ENGINEERING, PLLC
2023 - 2024 FEE SCHEDULE

DESCRIPTION	UNIT	UNIT PRICE
538-Geo Clearing Equipment	Each	$2,000.00
539-Geo Wash Boring, 0-50 Ft	LF	$12.50
540-Geo Wash Boring, 50-100 Ft	LF	$15.00
541-Geo Wash Boring, 100-150 Ft	LF	$19.50
542-Geo Wash Boring, 150-200 Ft	LF	$23.00
543-Geo Wash Boring, 200-250 Ft	LF	$28.00
603-Mobilization Asphalt Coring Equipment	Each	$425.00
606-Mobilization Concrete Coring	Each	$425.00
610-Mobilization Drill Rig Track Mount	Each	$2,500.00
612-Mobilization Drill Rig Truck Mount	Each	$600.00
614-Mobilization Mudbug/All Terrain Vehicle	Each	$750.00
618-Mobilization Support Boat	Each	$500.00
619-Mobilization Tri-Pod	Each	$1,500.00
620-Mobilization of Clearing Equipment	Each	$650.00
800-Soils Chloride Soil or Water FM 5-552	Test	$64.00
801-Soils Consol-Addtl Incrmnts AASHTO T216 (13 to 24 Loads)	Each	$80.00
802-Soils Consol-Addtl Incrmnts AASHTO T216 (up to 12 Loads)	Each	$525.00
803-Soils Consolidation - Constant Strain ASTM D4186	Test	$525.00
804-Soils Consol-Extend Load Incrmnts AASHTO T216	Day	$175.00
805-Soils Corrosion Series FM 5-550 through 5-553	Test	$230.00
806-Soils Direct Shear Consolid Drained/ Point FM 3-D3080	Test	$330.00
808-Soils Flexible Wall Permeability ASTM D5084	Test	$490.00
809-Soils Hydrometer Only AASHTO T88	Test	$135.00
810-Soils Limerock Bearing Ratio (LBR) FM 5-515	Test	$365.00
811-Soils Liquid Limit AASHTO T89	Test	$60.00
812-Soils Materials Finer than 200 Sieve FM 1-T011	Test	$50.00
813-Soils Maximum Density ASTM D4254	Test	$240.00
815-Soils Minimum Density ASTM D4253	Test	$240.00
817-Soils Moisture Content Laboratory AASHTO T265	Test	$21.00
818-Soils Moisture Content Microwave AASHTO D4643	Test	$17.50
819-Soils Organic Content Ignition FM 1 T-267	Test	$50.00
820-Soils Organic Content Wet Combustion AASHTO T194	Test	$50.00
821-Soils Particle Size Anlys AASHTO T88 (Incl. Hydrometer)	Test	$194.00
822-Soils Particle Size Anlys AASHTO T88 (No Hydrometer)	Test	$75.00
823-Soils Permeability Constant Head AASHTO T215	Test	$350.00
824-Soils Permeability Falling Head FM 5-513	Test	$350.00
825-Soils pH Soil or Water FM 5-550	Test	$48.00
826-Soils Plastic Limit & Plasticity Index AASHTO T90	Test	$58.00
827-Soils Proctor Modified FM 1-T180	Test	$135.00
828-Soils Proctor Standard AASHTO T99	Test	$135.00
829-Soils Resistivity Soil or Water FM 5-551	Test	$60.00
831-Soils Specific Gravity AASHTO T100	Test	$80.00
832-Soils Split Tensile Strgth of Rock Cores ASTM D3967	Test	$150.00
833-Soils Sulfate Soil or Water FM 5-553	Test	$70.00
835-Soils Triaxl Consl-Drain (CD) Per Point\Cell ASTM D7181	Test	$525.00
836-Soils Tri Cnsl-Undrn (CU) Pt\Cell AASHTO T297/ASTM D4767	Test	$500.00
837-Soil Tri Uncsl-Undrn (UU) Pt\Cell AASHTO T296/ASTM D2850	Test	$300.00
838-Soils Unconfined Compression - Rock ASTM D7012, Method C	Test	$175.00
839-Soils Unconfined Compress - Soil AASHTO T208/ASTM D2166	Test	$150.00

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EXHIBIT B

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

June 20, 2024

Antoinette Meskel, President
MESKEL & ASSOCIATES ENGINEERING, PLLC
3728 Philips Highway, Suite 208
Jacksonville, Florida 32207

Dear Ms. Meskel:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following professional services types of work per Rule 14-75, F.A.C.:

9.1	Soil Exploration
9.2	Geotechnical Classification Laboratory Testing
9.3	Highway Materials Testing
9.4.1	Standard Foundation Studies
9.5	Geotechnical Specialty Laboratory Testing
10.1	Roadway Construction Engineering Inspection
10.3	Construction Materials Inspection

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2025, for contracting purposes.

Approved Rates

Home Overhead	Field Overhead	Facilities Capital Cost of Money	Premium Overtime	Home Direct Expense	Field Direct Expense	Published Fee Schedule
271.79%	170.04%	3.026%	Reimbursed	5.66%	0.00%*	Yes

*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,

Carliayn Kell

Carliayn Kell
Professional Services
Qualification Administrator

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EXHIBIT B

Exhibit B

CONTRACT FEE SUMMARY FORMAT FOR ENGINEERING DIVISION
CITY OF JACKSONVILLE, FLORIDA

PART I - GENERAL

1. Project COJ Federally Funded Design-Build Project	**2. Proposal No. / Contract No.** CDB-0143-23
3. Name of Consultant Zyscovich	**4. Date of Proposal**

PART II - LABOR RELATED COSTS

5. Direct Labor (Limiting Amount)	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Project Principal	113.19		$ 0.00	
Design QC Manager	52.88		$ 0.00	
Project Manager	61.30		$ 0.00	
Construction Manger	65.39		$ 0.00	
Lead Design Professional	66.38		$ 0.00	
Speciality Design Assistant	39.99		$ 0.00	
Interior Designer	36.06		$ 0.00	
Admin	26.95		$ 0.00	
TOTAL DIRECT LABOR		0		$ -

6. Overhead (Combined Fringe Benefit & Administrative) Overhead Rate	**163** % x Total Direct Labor	$ -
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)		**$ -**
8. PROFIT: Labor Related Costs (Item 7)	x **10%**	$ -

PART III - OTHER COSTS

9. Miscellaneous Direct Costs (Lump Sum)		
Printing	$ 0.00	
Transportation & Shipping	$ 0.00	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL		$ -
10. REIMBURSABLE COSTS (Limiting Amount)	$	
SUB-CONTRACT SUB-TOTAL (Reimb/NTE)		$ -
11. SUBCONTRACTS (Reimbursable/Not to Exceed) Geotechnical (Meskel)	$	
SUB-TOTAL REIMBURSABLES		$ -

PART IV - SUMMARY

TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11)	**$ -**
12. TOTAL PRIOR CONTRACT AMOUNT	N.A.
TOTAL AMENDED CONTRACT AMOUNT	N.A.

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EXHIBIT B

Zyscovich, LLC.
d/b/a Zyscovich Architects

Statement of Direct Labor, Fringe Benefits, and General Overhead

Year Ended December 31, 2022

Berkowitz Pollack Brant Advisors +CPAs

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EXHIBIT B

ZYSCOVICH, LLC
d/b/a Zyscovich Architects

STATEMENT OF DIRECT LABOR,
FRINGE BENEFITS, AND GENERAL OVERHEAD

Year Ended December 31, 2022

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EXHIBIT B

Berkowitz Pollack Brant Advisors +CPAs

INDEPENDENT AUDITOR'S REPORT ON THE STATEMENT OF DIRECT LABOR, FRINGE BENEFITS, AND GENERAL OVERHEAD

To the Members
of Zyscovich, LLC

Opinion

We have audited the accompanying Statement of Direct Labor, Fringe Benefits and General Overhead (hereinafter referred to as the "Schedule") of Zyscovich, LLC d/b/a Zyscovich Architects (the "Company") for the year ended December 31, 2022, and the related notes to the Schedule.

In our opinion, the Schedule referred to in the first paragraph presents fairly, in all material respects, the direct labor, fringe benefits, and general overhead of the Company for the year ended December 31, 2022 in accordance with the basis of accounting described in Note B.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities section of our report. We are required to be independent of Zyscovich, LLC and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Basis of Accounting

We draw attention to Note B of the Statement of Direct Labor, Fringe Benefits and General Overhead, which describes the basis of accounting. The Schedule was prepared on the basis of accounting practices prescribed in Part 31 of the Federal Acquisition Regulation ("FAR"), which is a basis of accounting other than accounting principles generally accepted in the United States of America, to comply with the requirements of FAR. As a result, the Schedule may not be suitable for another purpose. Our opinion is not modified with respect to this matter.

Management's Responsibility for the Schedule

Management is responsible for the preparation and fair presentation of the Statement of Direct Labor, Fringe Benefits and General Overhead in accordance with the financial reporting provisions of Part 31 of the FAR, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the Schedule that is free from material misstatement, whether due to fraud or error.

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Auditor's Responsibility

Our objectives are to obtain reasonable assurance about whether the Schedule is free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the Schedule.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the Schedule, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the Schedule.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Zyscovich, LLC's internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the Schedule.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Zyscovich, LLC's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Restriction of Use

This report is intended solely for the use of the board of directors and management of the Company and government agencies, or other customers related to contracts employing the cost principles of the FAR and is not intended to be and should not be used by anyone other than those specified parties.

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Other Reporting Required by Government Auditing Standards.

In accordance with Government Auditing Standards, we have also issued our report dated March 26, 2024 on our consideration of Zyscovich, LLC's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Zyscovich, LLC's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering Zyscovich, LLC's internal control over financial reporting and compliance.

Berkowitz Pollack Brant

Miami, Florida
March 26, 2024

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EXHIBIT B

ZYSCOVICH, LLC
d/b/a Zyscovich Architects
STATEMENT OF DIRECT LABOR, FRINGE BENEFITS, AND GENERAL OVERHEAD
YEAR ENDED DECEMBER 31, 2022

Description	General Ledger Balance	Portion Unallowable	FAR Ref.	Total Proposed	% of Direct Labor
DIRECT LABOR	$ 6,358,177	$ (7,396)	(1)	$ 6,350,781	100.00%
FRINGE BENEFITS					
Vacation / Holiday / Paid Leave	$ 783,092	$ -		$ 783,092	12.33%
Payroll Taxes	764,489	-		764,489	12.04%
Group Insurance	747,403	-		747,403	11.77%
Incentive Payments	671,677	-		671,677	10.58%
Seminars / Education	26,352	-		26,352	0.41%
Employee Welfare	515,355	(118,588)	(2)	396,767	6.25%
TOTAL FRINGE BENEFITS	$ 3,508,368	$ (118,588)		$ 3,389,780	53.38%
GENERAL OVERHEAD					
Non-Project Labor	$ 3,202,361	$ (143,530)	(1), (3)	$ 3,058,831	48.16%
HR Recruiting Expense	192,989	-		192,989	3.04%
Building Costs (Rent)	1,563,521	(67,067)	(4)	1,496,454	23.56%
Other Occupancy Costs	32,289	(490)	(5)	31,799	0.50%
Office Expenses and Supplies	814,973	(2,000)	(6)	812,973	12.80%
Contributions and Donations	75,050	(75,050)	(7)	-	0.00%
Postage and Shipping	24,866	-		24,866	0.39%
Equipment Rent and Maintenance	24,201	-		24,201	0.38%
Interest	794	(794)	(8)	-	0.00%
Telephone	127,529	-		127,529	2.01%
Business Insurance	211,165	-		211,165	3.33%
Legal and Other Professional Fees	334,098	-		334,098	5.26%
Administrative Travel	98,416	-		98,416	1.55%
Dues, Memberships, and Registrations	48,993	-		48,993	0.77%
Subscriptions and Publications	12,656	-		12,656	0.20%
Depreciation	141,426	-		141,426	2.23%
Outside Payroll Service	46,467	-		46,467	0.73%
State Income and Personal Property Taxes	31,378	-		31,378	0.49%
Bad Debt Expense	-	-		-	0.00%
Marketing	238,268	(223,840)	(9)	14,428	0.23%
Bid and Proposal	11,991	-		11,991	0.19%
Auto	84,780	(84,780)	(10)	-	0.00%
Cybersecurity expense	20,128	-		20,128	0.32%
Management fees	191,539	-		191,539	3.02%
TOTAL GENERAL OVERHEAD	$ 7,529,878	$ (597,551)		$ 6,932,327	109.16%
TOTAL INDIRECT COSTS				$ 10,322,107	
PERCENTAGE OF DIRECT LABOR				**162.53%**	

FAR REFERENCES:

(1) 31.205-6(b) - Executive compensation exceeding National Compensation Matrix not allowable.
(2) 31.205-13(b) - Employee gifts and recreation not allowable.
(3) 31.205-1 - Exclusion of indirect labor costs for general marketing activities not allowable.
(4) 31.205-36 - Costs related to sublet space not allowable.
(5) 31.205-43(a) - Lobby costs not allowable
(6) 31.205-1(f)(2) Exclusion of promotional material - Photography/Videos not allowable.
(7) 31.205-8 - Contributions and donations not allowable.
(8) 31.205-20 - Interest and other financial costs not allowable.
(9) 31.205-1 - General marketing, advertising, promotional and public relations not allowable.
(10) 31.205-6(m)(2) - Portion of the cost of company-furnished automobiles that relates to personal use by employees not allowable.

See notes to Statement of Direct Labor, Fringe Benefits, and General Overhead.

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EXHIBIT B

ZYSCOVICH, LLC
d/b/a Zyscovich Architects

NOTES TO STATEMENT OF DIRECT LABOR, FRINGE BENEFITS, AND GENERAL OVERHEAD

Year Ended December 31, 2022

NOTE A--DESCRIPTION OF THE COMPANY

Zyscovich, LLC d/b/a Zyscovich Architects (the "Company") is a professional services firm initially incorporated in the State of Florida in 1986. The Company was initially incorporated as Zyscovich, Inc., an S Corporation. The Company provides architectural, planning, and interior design services for private, commercial and government entities. The Company's projects are primarily under fixed-price or cost-plus fixed fee contracts.

On June 9, 2022, the shareholders of Zyscovich, Inc. and certain other related entities (the "Zyscovich Entities") executed a Securities Purchase Agreement with an unrelated third party pursuant to which the unrelated third party acquired 100% of the shareholders' equity interests in the Zyscovich Entities. In connection with the acquisition, Zyscovich Inc. was converted to a Limited Liability Company.

NOTE B--BASIS OF ACCOUNTING

The Company's Statement of Direct Labor, Fringe Benefits, and General Overhead (also referred to as the "Schedule") was prepared on the basis of accounting practices prescribed in Part 31 of the Federal Acquisition Regulation ("FAR"). Accordingly, the Schedule is not intended to present results of operations of the Company in conformity with accounting principles generally accepted in the United States of America. The purpose of the Schedule is to provide cost accounting information in compliance with FAR.

NOTE C--DESCRIPTION OF ACCOUNTING POLICIES

Cost Accounting: The Company maintains a job-order cost accounting system for the recording and accumulation of costs incurred under its contracts. Projects are assigned job numbers so that direct costs may be segregated and accumulated. The accounting and financial records are maintained on the accrual basis of accounting; therefore, costs are recorded in the period incurred.

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ZYSCOVICH, LLC
d/b/a Zyscovich Architects

NOTES TO STATEMENT OF DIRECT LABOR, FRINGE BENEFITS, AND GENERAL OVERHEAD--CONTINUED

NOTE C--DESCRIPTION OF ACCOUNTING POLICIES--Continued

Estimating Costs for Pricing: The Company's method of estimating costs for pricing purposes during the proposal process is consistent with the accumulation and reporting of costs under its job-order cost accounting system. Direct costs and indirect costs are segregated and are charged to proposal job codes.

Use of Estimates: The preparation of the Schedule in conformity with the basis of accounting described in Note B requires management to make estimates and assumptions that affect the reported amounts of direct labor, fringe benefits and general overhead. Significant management estimates include the estimated useful lives for depreciable assets.

Recent Accounting Pronouncements: In June 2016, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2016-13 Financial Instruments, Measurement of Credit Losses on Financial Instruments. The main objective of this update is to replace the incurred loss impairment methodology under current U.S. GAAP, with a methodology that reflects expected credit losses and requires consideration of a broader range of reasonable and supportable information to inform credit loss estimates. Settlement receivables that management has the intent and ability to hold for the foreseeable future until payoff shall be reported in the balance sheet at outstanding principal adjusted for any charge-offs and the allowance for credit losses (no longer referred to as the allowance for doubtful accounts). In November 2018, the FASB issued ASU 2018-19 to clarify and improve areas of guidance to ASC Topic 326. In April 2019, the FASB issued ASU 2019-04 to clarify and improve areas of guidance related to Topic 326. In May 2019, the FASB issued ASU 2019-05 to provide transition relief related to ASC Topic 326. In November 2019, the FASB issued ASU 2019-10 which updated the effective date related to ASC Topic 326 and ASU 2019-11 to clarify and address stakeholders' specific issues related to ASC Topic 326. ASU 2016-13 and the related amendments are effective for fiscal years beginning after December 15, 2022, including interim periods within those fiscal years. Early adoption is permitted. Management is currently evaluating the impact the adoption of ASU 2016-13 and the related amendments will have on the Company's financial statements.

Subsequent Events: The Company has evaluated subsequent events and transactions for potential recognition or disclosure in the Schedule through March 26, 2024, the date the Schedule was available to be issued.

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ZYSCOVICH, LLC
d/b/a Zyscovich Architects

NOTES TO STATEMENT OF DIRECT LABOR, FRINGE BENEFITS,
AND GENERAL OVERHEAD--CONTINUED

NOTE D--DESCRIPTION OF OVERHEAD RATE STRUCTURE

The Company maintains a company-wide overhead rate with no allocation of costs to regional offices. There are no field office allocations.

The Company uses the Effective Rate method to account for hours worked in excess of 40 hours per week by employees who are exempt from the Fair Labor Standards Act, and who are not paid for such overtime. Hours worked in excess of 40 hours per week are prorated to a standard 40 hour pay period, thus reducing the effective hourly rate charged that week.

Certain employees are eligible for overtime pay at the rate of time and one-half (the "Premium Portion"). When paid, the Premium Portion of paid overtime is included in the general overhead cost pool. No overtime pay at the rate of time and one-half was paid during the year ended December 31, 2022.

Non-labor direct project costs or "other direct costs" are consistently charged to all projects regardless of whether such projects reimburse for other direct costs. Other direct costs generally include consultant, reproduction, travel and legal charges incurred during the period.

NOTE E--DESCRIPTION OF LABOR RELATED COSTS

Labor and Variances: The Company records labor to project codes (either direct or indirect) at standard hourly rates, which are determined based on the employee's salary and are applied to project codes on a consistent basis. Purchased labor costs, if any, are treated as direct labor. Variances between actual labor costs and these standard hourly rates are accumulated and allocated to direct and indirect costs based on total labor costs incurred.

Paid Time Off: The Company provides paid time off to its employees for vacation and sick time, which is accrued based on length of service. Accrued paid time off is earned and generally used during each fiscal year end.

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ZYSCOVICH, LLC
d/b/a Zyscovich Architects

NOTES TO STATEMENT OF DIRECT LABOR, FRINGE BENEFITS, AND GENERAL OVERHEAD--CONTINUED

NOTE E--DESCRIPTION OF LABOR RELATED COSTS--Continued

Highly Compensated Employees/Officers/Owners: The evaluation and reasonableness of the Company's executive compensation was measured against the National Compensation Matrix, noting certain amounts exceeded the compensation limits. The Company paid compensation to senior executives in excess of the compensation benchmark of $589,000, as reported in the Bipartisan Budget Act of 2013. The amount in excess was disallowed.

Defined Contribution Plan: The Company has a defined contribution plan (the "Plan") covering substantially all of its employees who have completed 3 months of service. In addition to employees contributing to their own retirement accounts, the Plan allows for discretionary employer contributions and profit-sharing contributions to those eligible employees with at least 1 year of service and at least 1,000 hours. For the year ended December 31, 2022, the Company elected not to make any discretionary employer match or profit sharing contributions to the Plan.

NOTE F--DESCRIPTION OF DEPRECIATION AND LEASING POLICIES

Certain assets are purchased and depreciated, while others are leased and considered operating leases, and the annual lease costs are included in the Schedule. The depreciation reflected on the Company's Schedule differs from the acceptable depreciation for Federal income tax purposes. Since the depreciation amounts included in the Schedule are lower than the amounts used for Federal income tax purposes, the amounts included in the Schedule are allowable under FAR 31.205-11(e) except for amounts considered unallowable pursuant to FAR 31.205-6(m)(2), if any.

NOTE G--DESCRIPTION OF RELATED PARTY TRANSACTIONS

Certain members, officers and employees of the Company have business vehicles which include some personal use. The Company does not maintain a log of business mileage versus personal mileage for the use of such vehicles. Therefore, costs associated with the vehicles in the amount of approximately $85,000 were disallowed for the year ended December 31, 2022. There are no other related party transactions or agreements as of December 31, 2022 which affect the Schedule.

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ZYSCOVICH, LLC
d/b/a Zyscovich Architects

NOTES TO STATEMENT OF DIRECT LABOR, FRINGE BENEFITS, AND GENERAL OVERHEAD--CONTINUED

NOTE H--FACILITIES CAPITAL COST OF MONEY ("FCCM")

The cost-of-money rate has been calculated in accordance with FAR 31.205-10, using the net book value of equipment and facilities multiplied by the average treasury rate for the applicable period. Equipment and facilities include furniture and fixtures, computer equipment, computer software, and leasehold improvements. The calculation is as follows as of December 31, 2022:

Net book value of corporate assets	$ 317,908
Average treasury rate	1.88%
Computed FCCM	$ 5,977
Direct labor base	$6,358,177
Cost-of-money rate	0.09%

NOTE I--LIST OF DIRECT COST (NON-LABOR) ACCOUNTS

The Company's direct cost (non-labor) accounts are recorded and accumulated in the job-order cost accounting ledger as incurred. These costs are specifically identified with a particular project per contract and are excluded from total indirect costs on the Schedule for the year ended December 31, 2022.

Direct costs (non-labor) consisted of the following for the year ended December 31, 2022:

Direct costs	Amount
Consultants (subcontractors)	$ 15,990,494
Reproductions	152,340
Travel	80,369
Permits and fees	10,307
Delivery	8,816
Other miscellaneous	224,154
Total	$ 16,466,480

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EXHIBIT B

SUPPLEMENTAL ACCOMPANYING INFORMATION

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EXHIBIT B

Berkowitz Pollack Brant Advisors +CPAs

INDEPENDENT AUDITOR'S REPORT ON
INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON
COMPLIANCE AND OTHER MATTERS BASED ON
AN AUDIT OF THE STATEMENT OF DIRECT LABOR,
FRINGE BENEFITS, AND GENERAL OVERHEAD PERFORMED
IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Members
of Zyscovich, LLC

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States of America, the Statement of Direct Labor, Fringe Benefits, and General Overhead (the "Schedule") of Zyscovich, LLC d/b/a Zyscovich Architects (the "Company") for the year ended December 31, 2022, and the related notes to the Schedule, and have issued our report thereon dated March 26, 2024.

Internal Control Over Financial Reporting

In planning and performing our audit of the Schedule, we considered the Company's internal control over financial reporting ("internal control") to determine audit procedures that are appropriate in the circumstances for the purpose of expressing an opinion on the Schedule, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, we do not express an opinion on the effectiveness of the Company's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Company's Schedule will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

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Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Company's Schedule is free from material misstatement, we performed tests of the Company's compliance with certain provisions of laws, regulations, and contracts, noncompliance with which could have a direct and material effect on the determination of Schedule amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Company's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Company's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Restriction of Use

This report is intended solely for the use of the board of directors and management of the Company and government agencies, or other customers related to contracts employing the cost principles of the FAR and is not intended to be and should not be used by anyone other than those specified parties.

Miami, Florida
March 26, 2024

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City of Jacksonville, Florida

Procurement Award Form (PAF)

Part 1: Form Type JPAC Award Request and Administrative Details

Goods and/or Services: COJ Federally Funded Design-Build Project - CDB-0143-23

Requested Action/Authority:

Recommend approval to enter into a contract with Baker Consulting & Engineering LLC dba Baker Design Build that incorporates the attached Scope of Services, Exhibit A and Fee Schedules, Exhibit B. The period of service will be for five years from date of executed contract. Total maximum indebtedness for the 5-year period is $40,000,000.00, with carryover for any unused portion.

Justification/Explanation:

This will be used for predominantly Federal Funded projects that will be able to be reimbursed by FEMA and will incorporate fees per Exhibit A.

Legal Contract #:	TBD	Contract Date:	10/31/2024	Change Order/AMD #:			
PO/Release #:	TBD	Bid Date:	01/17/2024	Awarded Supplier:	Baker Consulting & Engineering LLC dba		
Licenses Verified:	Yes	Effective Date:	10/31/2024	Basis of Award:	Highest Evaluated		
Federally Funded:	Yes	No. Invited:	5	Responses Received:	5	Attachments:	
Solicitation:	CB - CDB-0143 - 23			Procurement Contract #:	POA - TBD		
Executed By:	Office of General Counsel						
PoP:Base:	5 years	Options:	No Renewals			Extension(s):	N/A
JSEB Rec.:	Encouragement	%:	0	Bonds Waived Pursuant To:	N/A		

Fund: 000000	Center: 000000	Acct: 000000	Proj: 000000	Activity: 00000000	$ 8,000,000.00
Fund:	Center:	Acct:	Proj:	Activity:	$
Fund:	Center:	Acct:	Proj:	Activity:	$

New NTE/GMP: $ 40,000,000.00 Contingent Amount: $ 0 DMP/ODPO Amount: $ 0

Using Agency/BU: PWGM:R-O-W_AND_STORMWATER_MAINTENANCE

Concurrence:	Gibbs, Sheldon	Title: CHIEF OF ENGINEERING CONSTRUCTION MANAGEMENT	10/8/2024
Concurrence:	Nina Suchon	Title: DIRECTOR OF PUBLIC WORKS	10/15/2024
Concurrence:		Title:	
Concurrence:		Title:	

Procurement Analyst/Buyer:	Warchol, LeeAnn	Chief of Procurement:	10/28/2024
Name:	Warchol, LeeAnn	Name:	Dustin L. Freeman

Part 2: JPAC Actions on Above Requests/Recommendations
All Award Actions Subject to Lawfully Appropriated Funds

Members Who Approve: 3

Members Who Disapprove: 0

Other Action: N/A

Date: 10/31/2024

Part 3: Final Awarding Authority Action

Action: Approved

Date: 10/31/2024

Signature: Karen Bowling

DS
Karen Bowling
Chief Administrative Officer
For: Mayor Donna Deegan
Under Authority Of:
Executive Order No: 2023-02

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Contract Purchase Agreement POA-71601-25

Agreement	POA-71601-25
Agreement Date	31-OCT-2024
Revision	0
Agreement Amount	40,000,000.00 USD
Solicitation Number	CDB-0143-23

Sold To

City of Jacksonville
117 West Duval Street
Suite 375
JACKSONVILLE, FL 32202
US

Supplier

Baker Consulting & Engineering, LLC
DBA Baker Design Build
219 N. Newnan Street, 2nd Floor
JACKSONVILLE, FL 32202

Notes COJ Federally Funded Design-Build Project CBD-0143-23

Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
26093	Net 3	Freight Prepaid	FOB Destination	Best Way
Start Date	End Date		Confirm To	
			LeeAnn Warchol LWarchol@coj.net	

This Order is subject to the General Conditions attached here to. Manufacturer's Federal excise tax exempt no 59-89-0120K Florida State sales and use tax exemption no. 85-8012621607C-8	Approved by Dustin L. Freeman, Chief of Procurement Division

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Outlook

RE: Baker Design Build Contract - POA-71601-25

From Dillard, Joelle - GCGA <JDillard@coj.net>
Date Thu 8/6/2026 4:07 PM
To Duggan, Tammy - PWOD <TDuggan@coj.net>
Cc Kemp, Benjamin - ASPS <BKemp@coj.net>; Faris, Renee - PWEN <RFaris@coj.net>; Schultz, Samantha - GCGA <SSchultz@coj.net>

2 attachments (3 MB)

CDB-0143-23 Design-Build Svcs for Federally Funded Vert-Arch - Design-Build Projects Rev 11-30-23.pdf; GC-#1666462-v1-Baker_Consulting_and_Engineering__LLC_-_71601-25_-_Design-Build_Services_for_Federally_Funded_Design-Build_Projects_AB.PDF;

Hi Tammy,

The base contract that was executed was a design services contract (see attached), not a design build contract. The design build contract was in the bid specifications for CDB-0143-23 (also attached; see page 95, et seq.), but was inadvertently not used. Please let me know if you have any additional questions. Thanks.

Joelle J. Dillard
Chief, Government Operations Dept.
Office of General Counsel
T: 904-255-5044

From: Duggan, Tammy - PWOD <TDuggan@coj.net>
Sent: Thursday, August 6, 2026 3:59 PM
To: Dillard, Joelle - GCGA <JDillard@coj.net>
Cc: Kemp, Benjamin - ASPS <BKemp@coj.net>; Faris, Renee - PWEN <RFaris@coj.net>; Schultz, Samantha - GCGA <SSchultz@coj.net>
Subject: Baker Design Build Contract - POA-71601-25
Importance: High

Hi Joelle,

Renee submitted a Procurement Award Form requesting Amendment #1 to correct the referenced contract.
Can you tell me specifically what was wrong or where I can find it? Procurement is asking for clarification and

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Renee is out of the office this week. See below:

Goods and/or Services: Federally Funded Vertical/Architectural Contract

Requested Action and Justification:

Recommend approval for Amendment #1 to Baker Design Build Federally Funded Vertical/Architectural contract, amending and restating of the base contract in the correct form (as was set forth as Form 3 in the RFP) to be effective as of January 8, 2025. The incorrect contract was used for execution.

Supplier:	Baker Build Design	**Basis of Award:**	Highest Evaluated	**BID Opening Date:**	07/28/2026

POA #:	71601-25	**PO #:**	N/A	**Change Order #:**	N/A
Solicitation #:	N/A CDB-0143 23	**Contract #:**	71601-25	**Contract ADM #:**	1
Term:	Project Completion (Term NTE 5 Years)	**Options:**	N/A	**Options Used:**	N/A

Thank you,

Tammy Duggan
Contracts & Finance Manager
City of Jacksonville l Public Works
214 N Hogan St, 10th Floor
Jacksonville, FL 32202
(904) 255-8797
Jacksonville.gov

A NEW DAY.

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