

6354-15

**AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE
AND
CDM SMITH INC.
FOR
CONTAMINATION ASSESSMENT AND REMEDIATION SERVICES COUNTYWIDE**

THIS AGREEMENT is made and entered into in duplicate this 16 day of Sept., 2014, by and between the CITY OF JACKSONVILLE (hereinafter the "CITY"), a municipal corporation in Duval County, Florida, and CDM SMITH INC. (hereinafter the "CONSULTANT"), a foreign profit corporation authorized to do business in the State of Florida with an office at 8381 Dix Ellis Trail, Suite 400, Jacksonville, Florida 32256, for contamination assessment and remediation services countywide (hereinafter the "Project").

RECITALS:

WHEREAS, CITY prepared a Request for Proposals (P-13-13) for the Project and solicited proposals from interested firms; and

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

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

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

**SECTION O
INCORPORATION OF RECITALS**

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

**SECTION 1
BASIC SERVICES OF THE CONSULTANT**

1.01 STATEMENT OF CONSULTANT SERVICES

CONSULTANT shall furnish all services, documents, drawings, and other matters called for in this Agreement, as well as those contained in the "Scope of Services", attached hereto as **Exhibit A** and incorporated herein by this reference. If any services, functions, or responsibilities not specifically described in this Agreement and/or the Scope of Services are necessary for the proper performance and provision of the Services, they shall be deemed to be implied by and included within the Scope of Services to the same extent and in the same manner as if specifically described in this Agreement. CONSULTANT shall be responsible for providing the equipment, supplies, personnel (including management, employees, and training), and other resources as necessary to provide the Services. CONSULTANT accepts the special relationship established between itself and CITY by this Agreement. CONSULTANT covenants with CITY that it is an expert in the design of the Project and will cooperate with Program Managers, Construction Managers, CITY representatives, and others in fostering the interests of CITY. CONSULTANT shall employ sound business administration and superintendence to complete the Project in a manner consistent with the best interests of CITY.

1.02 PERIOD OF SERVICE

This Agreement shall commence on the day and year first above written and shall continue and remain in full force and effect thereafter until November 30, 2016, or earlier termination as provided in Section 5.1 hereof, with two (2) two-year renewal options available on terms mutually agreeable to the parties.

1.03 COMMENCEMENT OF WORK

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

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

1.04 GENERAL REQUIREMENTS

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

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

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

1.04.01.02. Attend all meetings and conferences as arranged and required by CITY during the progress of the work hereunder to establish project criteria, to review CITY and State

standards, to secure agreement upon the comprehensive and detailed basis of CONSULTANT's services, and to discuss any other matters relating to the work.

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

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

1.04.01.05 Provide progress updates as required by the Project Manager.

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

1.05 STUDY (CONCEPTUAL DESIGN) PHASE

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

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

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

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

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

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

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

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

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

1.06 FINAL DESIGN (CONSTRUCTION DOCUMENTS AND BIDDING) PHASE

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

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

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

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

1.06.04. Prepare and furnish design and construction documents required by the Scope of Services to City for review and approval. Any changes, refinements, or modifications which CITY

may require after each review shall be completed prior to proceeding further with design and construction documents.

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

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

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

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

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

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

1.06.11. Recommend to CITY the lowest responsible bidder.

1.06.12. At CITY's option and no additional cost to CITY, modify the Drawings and Specifications so as to reduce the cost of the Project to not more than an amount approved by CITY if the lowest responsible bid for the project exceeds CONSULTANT's latest cost estimate as approved by CITY. All such modifications shall be subject to the approval of CITY. Following such approval, CONSULTANT shall assist CITY in rebidding the Project at no additional cost to CITY.

1.07 CONTRACT ADMINISTRATION PHASE

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

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

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

1.07.03. Check all shop drawing, diagrams, illustrations, brochures, catalog data, schedules, samples, the results of tests and inspections, and other data which the contractor is required to submit

for the purpose of verifying acceptability in accordance with the requirements and information given in the Contract Documents, and assemble maintenance and operating instructions, schedules, guarantees, bonds, and certificates of inspection as required in construction contracts related to the Project.

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

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

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

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

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

1.08 RESIDENT PROJECT REPRESENTATION

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

1.08.01. Furnish not less than one Resident Project Representative on the Project site at all times that construction work is in progress to observe and inspect the work in order to further protect CITY from defects and deficiencies in such work and to better determine that the work is proceeding in accordance with the Contract Documents.

1.09. TECHNICAL SUPPORT SERVICES DURING CONSTRUCTION

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

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

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

1.09.03 Provide technical assistance to the CITY when requested.

**SECTION 2
THE CITY'S RESPONSIBILITIES**

The CITY shall:

2.01 Advise as to its requirements for the work.

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

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

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

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

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

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

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

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

SECTION 3 PAYMENT FOR SERVICES OF THE CONSULTANT

3.01 CITY shall pay to CONSULTANT in increments proportional to satisfactory completion and as actually, timely, and faithfully rendered for Services, as specified in Section 1 of

this Agreement and as described in **Exhibit A**, the fees detailed in the Contract Fee Summary, attached hereto as **Exhibit B** and by this reference made a part hereof. Payment of the fees is contingent upon CONSULTANT's final completion of the work. Such completion of the work must be acceptable to and accepted by CITY. Such acceptability to, and acceptance by, CITY may not be unreasonably denied.

3.02 CONSULTANT shall submit invoices for payment or reimbursement under this subsection on an "as incurred" basis. Such invoices shall be combined with CONSULTANT's regular invoices as set forth in Subsection 3.03 hereof. The cost of services provided by CONSULTANT shall be paid at the rates (including direct labor, indirect costs, and profit) shown in the "Contract Fee Summary Format". The cost of services provided to CONSULTANT by others shall be reimbursed at the invoiced amount without markup by CONSULTANT. Travel expenses, if provided for as a reimbursable expense in **Exhibit B**, shall be reimbursed only to the extent provided by Chapter 106, Part 7, *Ordinance Code*. Travel expenses not specifically covered by said chapter shall be reimbursed only to the extent provided by the uniform policies and practices of CITY.

3.03 CONSULTANT shall submit written invoices not more often than monthly in such form and containing such documentation as reasonably required by CITY's Project Manager in order to establish charges and to enable compensation therefor by CITY as soon as practicable upon receipt, review, and approval of each such invoice. Each such invoice shall include the amount of payment requested, the amount previously paid, the total contract value, the percent completed since the last invoice, the total percent completed to date, and any other such information as may be reasonable and necessary to secure the written approval of the invoice by CITY's Project Manager. Each invoice shall contain a statement that it is made subject to the provisions and penalty of Section 837.06, Florida Statutes.

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

3.05 The maximum indebtedness of CITY for all Services to be performed pursuant to this Agreement shall not exceed the sum of SIX HUNDRED THOUSAND AND 00/100 USD (\$600,000.00).

SECTION 4 ADDITIONAL SERVICES OF THE CONSULTANT

4.01 If authorized in writing by CITY, CONSULTANT shall furnish or obtain from others additional services of the following types, which shall be paid for by CITY, provided that such services are clearly consistent with the original Request for Proposals and that such services are provided for by written amendment to this Agreement. In addition, CONSULTANT shall:

4.01.01 Prepare documents for alternate bids requested by CITY.

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

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

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

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

**SECTION 5
GENERAL CONDITIONS**

5.01 TERMINATION AND SUSPENSION

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

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

5.01.03 If CITY fails to issue a written Notice to Proceed in the form of a Purchase Order to CONSULTANT within six (6) calendar months from the date first above written, or if CITY suspends work under this Agreement for a period of at least six (6) calendar months once work has commenced, CONSULTANT shall have the right, at its option, to terminate this Agreement by giving written notice thereof to CITY. The giving of such written notice to terminate by CONSULTANT shall eliminate all further rights and obligations of the parties hereunder other than CONSULTANT's obligations under Sub-Sections 5.04, 5.05, 5.07, 5.08, 5.09 and 5.12.

5.02 OWNERSHIP OF DOCUMENTS

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

5.03 ESTIMATES

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

5.04 INDEMNIFICATION

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

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

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

5.04.03 Intellectual Property Liability, including without limitation any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities, and expenses (including all costs for investigation and defense thereof, including but not limited to court costs, reasonable expert witness fees, and attorney's fees) arising directly or indirectly out of any allegation that the

Services, any product generated by the Services, or any part of the Services constitutes an infringement of any copyright, patent, trade secret, or any other intellectual property right, and will pay all costs (including but not limited to attorney's fees and court costs), damages, charges, and expenses charged to the Indemnified Parties by reason thereof. If in any suit or proceeding the Services or any product generated by the Services is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall immediately make every reasonable effort to secure for the Indemnified Parties a license authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to CITY so that the Service or product is non-infringing; and

5.04.04 Violation of Laws Liability, including without limitation any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities, and expenses (including all costs for investigation and defense thereof, including but not limited to court costs, reasonable expert witness fees, and attorney's fees) arising from or based upon the violation of any federal, state, or municipal laws, statutes, resolutions, rules, or regulations by the Indemnifying Parties or those under their control; and

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

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

5.04.02 The indemnifications in Section 5.04.01 are separate and apart from, and are in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This Section 5.04 relating to indemnification shall survive the term of this Agreement and any holdover and/or contract extensions thereto, whether such term expires naturally by the passage of time or is terminated earlier pursuant to the provisions of this Agreement.

5.05 INSURANCE

5.05.01 Without limiting its liability under this Agreement, CONSULTANT shall procure and maintain, or will require subcontractors and other persons performing work to procure and maintain during the term of the Project, insurance of the types and in amounts no less than those stated below:

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

CONSULTANT's workers' compensation insurance shall cover CONSULTANT (and to the extent its subcontractors and sub-subcontractors are not otherwise insured, its subcontractors and sub-subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida

Workers' Compensation Act, coverage is to be included for the Federal Employers' Liability Act and any other applicable federal or state law where appropriate. If CONSULTANT is not required to carry workers' compensation coverage as defined under Chapter 440, Florida Statutes, the above requirement may be waived. CONSULTANT shall provide to Jacksonville written confirmation verifying the exemption on CONSULTANT's letterhead, certified and signed by an officer or authorized representative of CONSULTANT.

Commercial General Liability - (Form CG0001)

ISO Form CG0001 as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida or equivalent manuscript form must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Commercial General Liability	\$2,000,000	General Aggregate
	\$2,000,000	Products/Completed Ops Aggregate
	\$1,000,000	Personal/Advertising Injury
	\$1,000,000	Each Occurrence
	\$50,000	Fire Damage
	\$5,000	Medical Expenses
Automobile Liability (coverage for all automobiles- owned, hired, or non-owned)	\$1,000,000	Total Any One Accident

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

Professional Liability \$1,000,000 per Claim & Aggregate

Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Agreement and with a three year reporting option beyond the annual expiration date of the policy. Such insurance shall be on a form acceptable to CITY and shall also cover CONSULTANT for those sources of liability arising out of the rendering of or

failure to render professional services in the performance of this Agreement. The insurance shall include coverage for liability contractually assumed by CONSULTANT.

Valuable Papers & Records: \$100,000

5.05.02 CONSULTANT's Insurance Primary. The insurance provided by CONSULTANT shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by CITY or a CITY member, official, officer, or employee.

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

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

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

5.05.06 Each policy shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes. Such insurance shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of CITY. Such insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better. Prior to commencing any work on the Project, CONSULTANT shall furnish CITY Certificates of Insurance approved by CITY's Division of Risk Management demonstrating the maintenance of said insurance. CONSULTANT shall provide an endorsement issued by the insurer to provide CITY thirty (30) days' prior written notice of any change

in the above insurance coverage limits or cancellation, including expiration or non-renewal. In the event CONSULTANT is unable to obtain such endorsement, CONSULTANT agrees to provide CITY thirty (30) days' written notice directly. Until such time as the insurance is no longer required to be maintained by CONSULTANT, CONSULTANT shall provide CITY with renewal or replacement evidence of insurance with the minimum requirements no less than thirty (30) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

5.05.07 Anything to the contrary notwithstanding, the liabilities of CONSULTANT under this Agreement shall survive and not be terminated, reduced, or otherwise limited by any expiration or termination of insurance coverage. Neither approval of, nor failure to disapprove, insurance furnished by CONSULTANT shall relieve CONSULTANT or its sub-contractors or sub-subcontractors from the responsibility to provide insurance as required by this Agreement. In case any class of employees engaged in hazardous work under the Agreement is not protected under the Workers' Compensation statute, CONSULTANT shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to CITY for the protection of employees not otherwise protected. For any insurance coverage required hereby, CONSULTANT may use a self-insurance program, provided such program has received prior written approval from CITY's Risk Manager.

5.06 SUCCESSORS AND ASSIGNS

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

5.07 NON-DISCRIMINATION PROVISIONS

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

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

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

5.08 PROMPT PAYMENT TO SUBCONSULTANTS, ETC.

5.08.01 Generally. When CONSULTANT receives payment from CITY for labor, services, or materials furnished by subconsultants, subcontractors, and suppliers hired by CONSULTANT, CONSULTANT shall remit payment due (less proper retainage) to those subconsultants, subcontractors, and suppliers within fifteen (15) calendar days after CONSULTANT's receipt of payment from CITY. Nothing herein shall prohibit CONSULTANT from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subconsultants, subcontractors, and suppliers. In the event of such a dispute, CONSULTANT may withhold the disputed portion of any such payment only after CONSULTANT has provided notice to CITY and to the subcontractor or supplier whose payment is in dispute. Such notice shall: (i) be in writing; (ii) state the amount in

dispute; (iii) specifically describe the actions required to cure the dispute; and, (iv) be delivered to CITY, the subcontractor, or supplier within ten (10) calendar days after CONSULTANT's receipt of payment from CITY. CONSULTANT shall pay all undisputed amounts due within the time limits imposed by this section.

5.08.02 Jacksonville Small Emerging Business ("JSEB") and Minority Business Enterprise ("MBE") Participation. Notwithstanding Chapter 126, Part 6, *Ordinance Code*, CONSULTANT shall pay all contracts awarded with certified JSEB's and certified MBE's, as defined therein, their pro-rata share of their earned portion of any progress payments made by CITY under this Agreement within seven (7) business days after CONSULTANT's receipt of payment from CITY, less proper retainage. The pro-rata share shall be based on all work completed, materials and equipment furnished, or services performed by the certified JSEB or certified MBE at the time of payment. As a condition precedent to progress and final payments to CONSULTANT, CONSULTANT shall provide to CITY with its requisition for payment, documentation that sufficiently demonstrates that CONSULTANT has made proper payments to its certified JSEB's or certified MBE's from all prior payments that CONSULTANT has received from CITY. CONSULTANT shall not unreasonably withhold payments to certified JSEB's or certified MBE's if such payments have been made to CONSULTANT. If CONSULTANT withholds payment to its certified JSEB's or certified MBE's, which payment has been made by CITY to CONSULTANT, CONSULTANT shall return said payment to CITY. CONSULTANT shall provide notice to CITY and to the certified JSEB or certified MBE whose payment is in dispute. Such notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and, (iv) be delivered to CITY and to the certified JSEB or certified MBE within five (5) calendar days after CONSULTANT's receipt of payment from CITY. CONSULTANT shall pay all undisputed amounts due within the time limits imposed by this section. The failure to pay undisputed amounts to the certified JSEB or certified MBE

within seven (7) business days after CONSULTANT receives payment from CITY shall be a breach of contract, compensable by 1% of the outstanding invoice being withheld by CITY, not as a penalty but as liquidated damages for additional and extra contract administration by CITY. Continued failure to adhere to this section may be cause for termination of the Agreement.

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

5.09 RETENTION OF RECORDS

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

5.10 COMPLIANCE WITH STATE AND OTHER LAWS

In the provision of the Services, CONSULTANT must comply with any and all applicable federal, state, and local laws, rules, regulations, and ordinances, as the same exist and may be amended from time to time. Such laws, rules, regulations, and ordinances shall include, but are not limited to, Chapter 119, Florida Statutes, (the Florida Public Records Law) and Section 286.011, Florida Statutes, (the Florida Sunshine Law). Such laws, rules, regulations, and ordinances must also include, but are

not limited to, obtaining and maintaining all licenses and certifications that are required to perform the Services contemplated in this Agreement in the City of Jacksonville, State of Florida. If any of the obligations of this Agreement are to be performed by a subcontractor, the provisions of this section shall be incorporated into and become a part of the subcontract.

5.11 SETTLEMENT OF CLAIMS

In any case where CONSULTANT deems that extra compensation is due it for services or materials not clearly covered in this Agreement or not ordered in writing by CITY as an additional service, CONSULTANT shall notify CITY in writing before it begins the work on which it bases the claim. CONSULTANT shall not commence such work without prior written authorization from CITY. If such authorization is not previously given or the claim is not separately and strictly accounted for, CONSULTANT hereby agrees to waive the claim for such extra compensation. However, such notice or accounting shall not in any way be construed as proving the validity of the claim. Any dispute not otherwise settled shall be resolved by Executive Order 98-01.

5.12 ACCURACY OF WORK

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

5.12.02 At any time during the construction of the Project provided for by the Contract Documents or during any phase of work performed by others based on data furnished by CONSULTANT under this Agreement, CONSULTANT shall confer with CITY for the purpose of interpreting the information furnished and correcting any errors and/or omissions made by CONSULTANT. CONSULTANT shall prepare all drawings or data to correct its errors and/or

omissions without added compensation even though final payment may have already been received therefor.

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

5.13 PUBLIC UTILITIES AND PERMITTING AUTHORITIES

Where privately, publicly, or cooperatively owned utility companies will require re-arrangements in connection with the proposed construction and when certain permits will be required for construction, CONSULTANT shall make the necessary contacts and confer with the owners of such utilities regarding the requisite revisions in their facilities, apprising CITY of the results of all such contacts. CONSULTANT shall make no commitments with utilities or permitting authorities which are binding upon CITY. CITY shall conduct all negotiations with public utilities and authorities. However, CONSULTANT shall participate in such negotiations at the request of CITY.

5.14 PROHIBITION AGAINST CONTINGENT FEES

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

5.15 TRUTH IN NEGOTIATION CERTIFICATE

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

5.16 INDEPENDENT CONTRACTOR

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

5.17 CONSULTANT DEFINED

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

5.18 CONSTRUCTION

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

5.19 ORDER OF PRECEDENCE

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

5.20 AMENDMENTS

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

5.21 ETHICS PROVISION FOR PROFESSIONAL SERVICES

By affixing its signature to this Agreement, CONSULTANT represents that it has reviewed the provisions of the Jacksonville Ethics Code contained in Chapter 602, *Ordinance Code*, and the provisions of the Jacksonville Purchasing Code contained in Chapter 126, *Ordinance Code*.

5.22 COOPERATION WITH COUNSEL FOR THE CITY

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

5.23 SEVERABILITY

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

5.24 ENTIRE AGREEMENT

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

5.25 COUNTERPARTS

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

5.26 GOVERNING LAW AND VENUE

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

5.27 NON WAIVER

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

5.28 CONFLICT OF INTEREST

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

5.29 FLORIDA CONVICTED VENDOR LIST

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

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

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the day and

year first above written.

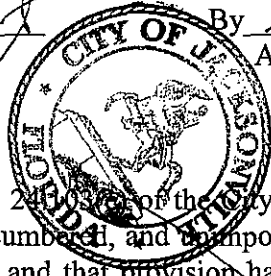
ATTEST:

CITY OF JACKSONVILLE

Karen Bowling
Chief Administrative Officer
For: Mayor Alvin Brown
Under Authority of:
Executive Order No. 2013-04

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

By Alvin Brown
Alvin Brown, Mayor



In compliance with Section 243.03 of the City of Jacksonville Ordinance Code I do certify that there is an unexpended, unencumbered, and unapportioned balance in the appropriation sufficient to cover the foregoing Agreement and that provision has been made for the payment of the monies provided therein to be paid.

Director of Finance

Form Approved:

James R. McCain, Jr.
Office of General Counsel

WITNESS:

CDM SMITH INC.

By Cheryl Gullotto
Signature
Cheryl Gullotto
Type/Print Name
OSC
Title

Patrick R. Victor
Signature
Patrick R. Victor
Type / Print Name
Vice President
Title

Encumbrance and funding information for internal City use:

Payment(s) by various subsequently issued Purchase Orders

Account Summary.....

Total Contract Amount..... \$ 600,000.⁰⁰

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

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



Director of Finance

City Contract # 6354-15



EXHIBIT "A" - SCOPE OF SERVICES

Scope of Services.

This is a Request for Proposals (RFP) from Consultants to provide hydrogeological, engineering, contamination assessment and remediation, and testing services which may be needed by the City from time to time as contaminated soils are encountered on various sites. These services may also be used on properties which the City is contemplating purchasing for various uses. A detailed scope of services and fee proposal therefore will be negotiated on each site and may include, but not be limited to, the following:

A. Site Screening for Contamination:

1. Visual inspection by a qualified Professional Geologist (PG), Professional Engineer or Scientist to define potential sources of contamination.
2. Identification of buried storage tanks and sampling and analysis of tank contents or other potential hazardous materials to determine if contents are hazardous or toxic chemicals.
3. Installation of soil borings, piezometers and/or monitoring wells to determine the presence, limits and type of soil and groundwater contamination.
4. Conduct soil-gas surveys to define extent of contamination.

B. Compliance with Environmental Regulations:

1. Supervision of initial remedial action to remove and dispose of buried tanks and contaminated soil and/or groundwater according to State and Federal regulations.
2. Respond to notices of violation, consent orders, warning notices, initiation orders and other environmental orders issued by the FDEP, EPA or other environmental regulatory agencies.
3. Prepare Site Assessment Reports (SAR) and Remedial Action Plans (RAP) as required by State and Federal regulatory agencies.

C. Real Estate (Land Purchase) Environmental Audit:

1. Background review of public records including previous ownership and historical land use, and regulatory files to determine if there may be potential contamination on site or on adjacent properties.
2. Provide detailed inspection and/or exploratory excavations of sites and adjacent properties by qualified Professional Geologist or Professional Engineer to locate potential sources of soil and groundwater contamination.
3. Perform field hydrogeologic surveys (possible test drilling) to define direction of groundwater flow and subsurface hydrogeologic conditions.
4. Install soil borings, piezometers, monitoring wells, or sampling probes to obtain and analyze soil and groundwater samples.
5. Prepare technical reports certified by qualified Professional Geologist or Professional

EXHIBIT "A" - SCOPE OF SERVICES

Engineer defining site conditions.

D. Other Services:

Other services related to contaminated sites including, but not limited to, providing for the removal and disposal of contaminated soil, underground tanks, or other contaminants and replacing with approved backfill. Additionally, industrial hygienist services such as asbestos surveys, mold assessments, indoor air quality and lead-based paint studies may be requested.

EXHIBIT "B" - FEE SUMMARY

ATTACHMENT A

NAME OF CONSULTANT: CDM Smith Inc.

RFP Number: P-13-13

SCHEDULE OF PROPOSED RATES

CONTAMINATION ASSESSMENT & REMEDIATION SERVICES AT VARIOUS LOCATIONS

Average hourly direct labor rates (without Fringe Benefits)

Officer / Senior Technical Expert	<u>\$75.00</u>	hr.
Senior Registered Professional Engineer/Project Manager	<u>\$66.00</u>	hr.
Registered Professional Engineer (PE)	<u>\$42.00</u>	hr.
Engineer (non-registered)	<u>\$32.00</u>	hr.
Senior Professional Registered Professional Geologist (PG)	<u>\$54.00</u>	hr.
Registered Professional Geologist (PG)	<u>\$40.00</u>	hr.
Geologist (non-registered)	<u>\$28.00</u>	hr.
Senior Scientist	<u>\$44.00</u>	hr.
Staff Scientist	<u>\$36.00</u>	hr.
Project Scientist	<u>\$32.00</u>	hr.
Draftsman/CADD Operator	<u>\$28.00</u>	hr.
Clerical	<u>\$20.00</u>	hr.
Total Overhead Rate	<u>175.64</u>	%
Profit Rate (to be applied to Direct Labor plus Overhead)	<u>10</u>	%

Test Drill and Well Installation

Soil Boring	<u>\$10.00</u>	Per foot
Test Drilling – Split Spoon		
Continuous	<u>\$15.00</u>	Per foot
5 ft. Centers	<u>\$13.00</u>	Per foot
Test Drilling – Auger	<u>\$15.00</u>	Per foot
Piezometer Installation	<u>\$25.00</u>	Per foot
Monitor Well Installation (2 inch)	<u>\$27.00</u>	Per foot
Test Well Installation (2 inch)	<u>\$27.00</u>	Per foot
Monitor Well Installation (4 inch)	<u>\$36.00</u>	Per foot
Test Well Installation (4 inch)	<u>\$36.00</u>	Per foot
Monitor Well Installation (microwell w/5' pre-packed screen)	<u>\$35.00</u>	Per foot
Monitor Well Installation (microwell w/10' pre-packed screen)	<u>\$41.00</u>	Per foot
Surface Casing (6")	<u>\$78.00</u>	Per foot
Geoprobe Rental	<u>\$1,400.00</u>	Per day
Geoprobe Rental	<u>\$900.00</u>	Per half day
Geoprobe Mobilization	<u>\$250.00</u>	
Direct Push Rig (includes mobilization)	<u>\$1,650.00</u>	Per day
Mobilization -- Drill Rig	<u>\$350.00</u>	Per site
Monitor Well Head Protection		
At Grade		
(8-inch manhole locking cap w/ concrete pad)	<u>\$165.00</u>	Per well
Above Grade		
(4-inch x 4-inch metal riser w/ concrete pad)	<u>\$215.00</u>	Per well
Abandon 2" monitor well	<u>\$7.00</u>	Per foot
Abandon 4" monitor well	<u>\$9.00</u>	Per foot
Permits	<u>\$175.00</u>	each

EXHIBIT "B" - FEE SUMMARY

Aquifer Testing

Slug Tests		
Falling Head	\$550.00	Per test
Slug Out	\$550.00	Per test
Double Ring Infiltrometer	\$1,000.00	Per test
Laboratory Permeability	\$300.00	Per test
Aquifer Pumping Test	\$250.00	Per hour (*)

Chemical Analyses

There are about 160 different types of chemical analyses listed in EPA manuals that are run for various reasons. The following list includes the analyses that are commonly required by FDEP and are usually used to detect and assess contamination.

Soil

EPA Method 5035	No Charge	Per analysis
EPA Method 8021 (Aromatics+Halocarbons)	\$80.00	Per analysis
EPA Method 8021 (Aromatics only)	\$40.00	Per analysis
EPA Method 8021 (Halocarbons only)	\$50.00	Per analysis
EPA Method 8270 (PAHs only)	\$85.00	Per analysis
TRPH by FL-PRO Method	\$75.00	Per analysis
EPA Method 8082 (PCBs)	\$60.00	Per analysis
EPA Method 8081 (Organochlorine Pesticides)	\$100.00	Per analysis
EPA Method 8141 (Organophosphorous Pesticides)	\$100.00	Per analysis
EPA Method 8151 (Chlorinated Herbicides)	\$125.00	Per analysis
EPA Method 8260 (Volatile Organic Compounds)	\$100.00	Per analysis
EPA Method 8270 (Semi-Volatile Organic Compounds)	\$200.00	Per analysis
EPA Method 6010 As	\$10.00	Per analysis
EPA Method 6010 Cd	\$10.00	Per analysis
EPA Method 6010 Cr	\$10.00	Per analysis
EPA Method 6010 Pb	\$10.00	Per analysis
8 RCRA Metals	\$90.00	Per analysis
13 Priority Pollutant Metals	\$135.00	Per analysis
EPA Method 7470 Mercury	\$20.00	Per analysis
EPA Method 1631 Dioxins and Furans	\$650.00	Per analysis
EPA Method 1311 (TCLP Extraction)	\$45.00	Per analysis
EPA Method 1312 (SPLP Extraction)	\$45.00	Per analysis
MADEP Method (TRPH Speciation)	\$300.00	Per analysis
Soil Digestion (metals only)	No Charge	Per sample

Water

EPA Method 8021 (Aromatics and Halocarbons)	\$80.00	Per analysis
EPA Method 8021 (Aromatics only)	\$40.00	Per analysis
EPA Method 8021 (Halocarbons only)	\$50.00	Per analysis
EPA Method 504 EDB	\$45.00	Per analysis
EPA Method 8270 (PAHs only)	\$85.00	Per analysis
TRPH by FL-PRO Method	\$75.00	Per analysis
EPA Method 8260 (Volatile Organic Compounds)	\$100.00	Per analysis

EXHIBIT "B" - FEE SUMMARY

Form 1

EPA Method 8270 (Semi-volatile Organic Compounds)	<u>\$200.00</u>	Per analysis
EPA Method 8082 (PCBs)	<u>\$60.00</u>	Per analysis
EPA Method 8081 (Organochlorine Pesticides)	<u>\$100.00</u>	Per analysis
EPA Method 8141 (Organophosphorous Pesticides)	<u>\$100.00</u>	Per analysis
EPA Method 8151 (Chlorinated Herbicides)	<u>\$125.00</u>	Per analysis
EPA Method 1631 (Low Level Mercury)	<u>\$100.00</u>	Per analysis
EPA Method 150.1 pH	<u>\$10.00</u>	Per analysis
EPA Method 160.1/SM2540 TDS	<u>\$12.00</u>	Per analysis
EPA Method 180.1 Turbidity	<u>\$10.00</u>	Per analysis
EPA Method 200.7 As	<u>\$10.00</u>	Per analysis
EPA Method 200.7 Cd	<u>\$10.00</u>	Per analysis
EPA Method 200.7 Cr	<u>\$10.00</u>	Per analysis
EPA Method 200.7 Pb	<u>\$10.00</u>	Per analysis
EPA Method 245.1 Mercury	<u>\$20.00</u>	Per analysis
EPA Method 300.0 Chloride	<u>\$15.00</u>	Per analysis
EPA Method 350.2 Ammonia	<u>\$18.00</u>	Per analysis
EPA Method 310.2/SM2320B Alkalinity	<u>\$15.00</u>	Per analysis
EPA Method 353.2 Nitrate	<u>\$18.00</u>	Per analysis
EPA Method 415.1 TOC	<u>\$25.00</u>	Per analysis
EPA Method 160.2 TSS	<u>\$12.00</u>	Per analysis
8 RCRA Metals	<u>\$90.00</u>	Per analysis
13 Priority Pollutant Metals	<u>\$135.00</u>	Per analysis

Remedial Action

Landfill - Petroleum Contaminated Soil T&D	<u>\$42.00</u>	Per ton
Incineration -Petroleum Contaminated Soil T&D	<u>\$45.00</u>	Per ton
Hazardous contaminated	<u>\$500.00</u>	Per drum
Non-Hazardous contaminated	<u>\$175.00</u>	Per drum
Free Petroleum Product Recovery		
Vacuum Truck	<u>\$800.00</u>	Per day
Liquid Disposal	<u>\$0.21</u>	Per gallon
Vapor Extraction System		
Install Vapor Extraction Wells	<u>\$1,000.00</u>	Per well
Install Vacuum Monitor Wells	<u>\$1,000.00</u>	Per well
Trenching and Piping	<u>\$17.50</u>	Per foot
Groundwater Recovery and Treatment		
Install 4-inch Recovery Well (15' wire-wrapped screen)	<u>\$112.00</u>	Per foot
Install 6-inch Recovery Well (15' wire-wrapped screen)	<u>\$145.00</u>	Per foot
Install Recovery Pump and Piping	<u>\$250.00</u>	Per hour (*)
Install Air Stripper	<u>\$250.00</u>	Per hour (*)
Install Oil Water Separator	<u>\$250.00</u>	Per hour (*)
Install Activated Carbon System	<u>\$250.00</u>	Per hour (*)
Install Infiltration Gallery	<u>\$17.50</u>	Per foot
Install Underground Piping	<u>\$17.50</u>	Per foot
Install Concrete Pad for Treatment System	<u>\$12.00</u>	Per square foot
Install Security Fence	<u>\$40.00</u>	Per foot
Install Panel and Electric Lines	<u>\$150.00</u>	Per hour (*)
Landfill - Petroleum Contaminated Soil T&D	<u>\$42.00</u>	Per ton
Incineration -Petroleum Contaminated Soil T&D	<u>\$45.00</u>	Per ton
Hazardous contaminated	<u>\$500.00</u>	Per drum

EXHIBIT "B" - FEE SUMMARY

Purchase of Recovery and Treatment Equipment

Recovery Pump		
0.5 h. p., 16 gpm submersible pump or equivalent	\$1,100.00	Per pump
Wilden M-1 or equivalent	\$1,100.00	Per pump
Oil Water Separator	\$10,000.00	Per each
Air Stripper and Blower		
(18" x 20' with blower or equivalent) 80 GPM stat	\$22,500.00	Per item
Activated Carbon Drum		
(200 lb. Carbon, 10 gpm or equivalent)	\$750.00	Per item
Transfer Pump	\$750.00	Per item
Air Compressor (1 h.p. 30 gal. Tank or equivalent)	\$1,750.00	Per item
Treatment System Control Panel	\$5,000.00	Per item
Electrical Panel and Wire	\$3,000.00	Per item
Power Distribution Pole (60 amp service)	\$3,750.00	Per item
Underground PVC Pipe (including fittings)		
1-inch pipe	\$2.50	Per foot
2-inch pipe	\$2.50	Per foot

(*) Hourly rates shall include all costs including labor, overhead and profit for these items.

Equipment (Prices from Pine)

F.I.D. Organic Vapor Analyzer (OVA)	\$46.75	Per day
P.I.D. Organic Vapor Analyzer	\$41.25	Per day
F.I.D. Organic Vapor Analyzer (OVA)	\$137.50	Per week
P.I.D. Organic Vapor Analyzer	\$110.00	Per week
Turbidimeter	\$13.75	Per Day
Turbidimeter	\$44.00	Per week
Multimeter (YSI 556 or equivalent)	\$55.00	Per day
Multimeter (YSI 556 or equivalent)	\$165.00	Per week
D.O. Meter	\$16.50	Per Day
D.O. Meter	\$49.50	Per week
Natural Gas Indicator	\$27.50	Per day
Surveying Equipment	\$13.75	Per day
Bailers Disposable 1.6 x36 Weighted	\$4.27	Each
Conductivity Meter	\$16.50	Per day
Conductivity Meter	\$49.50	Per week
pH Meter	\$11.00	Per day
pH Meter	\$35.75	Per week
Rotatope measuring wheel	\$2.75	Per day
Interface Probe	\$24.75	Per day
Interface Probe	\$77.00	Per week
Water Level Indicator	\$13.75	Per day
Water Level Indicator	\$27.50	Per week
2" Diam. PVC Screen (10 ft)	\$30.50	each
2" Diam. PVC Screen (5 ft)	\$26.00	each
2" Diam. PVC Riser (5ft)	\$15.00	each
Centrifugal Pump	\$100.00	Per day
Centrifugal Pump	\$275.00	Per week
Pneumatic Pump and Compressor	\$41.25	Per day
Pneumatic Pump and Compressor	\$123.75	Per week
Peristaltic pump	\$13.75	Per day
Peristaltic pump	\$41.25	Per week
Low-flow submersible pump	\$41.25	Per day
Low-flow submersible pump	\$110.00	Per day
Generator	\$24.75	Per day

EXHIBIT "B" - FEE SUMMARY

Generator	<u>\$74.25</u>	Per week
Concrete Saw	<u>\$200.00</u>	Per day
Hand Auger	<u>\$8.25</u>	Per day
Hand Auger	<u>\$24.75</u>	Per week
Data Logger	<u>\$55.00</u>	Per day
Pressure Transducer (15 or 30 psi)	<u>\$46.75</u>	Per day
Pressure Transducer (15 or 30 psi)	<u>\$123.75</u>	Per week
Troll or Diver transducer	<u>\$46.75</u>	Per day
Troll or Diver transducer	<u>\$46.75</u>	Per day
Pump Test Equipment (w/o carbon drums)	<u>\$500.00</u>	Per day
Soil Vent Test Equipment	<u>\$2,500.00</u>	Per week
Portable GC	<u>\$350.00</u>	Per day
Free Product Recovery System	<u>\$1,000.00</u>	Per week
Portable Stripping Tower	<u>\$1,500.00</u>	Per day
Ponar Sampler	<u>\$16.50</u>	Per day
Truck	<u>\$125.00</u>	Per day
Ponar Sampler	<u>\$66.00</u>	Per week
XRF	<u>\$375.00</u>	Per day
XRF	<u>\$1,125.00</u>	Per week
Core Drill	<u>\$55.00</u>	Per Day
Silicone Sampling Tubing 3/16ID X 3/8"OD	<u>\$1.50</u>	Per FT.
Poly Tubing .17ID X 1/4" OD 100' Roll	<u>\$13.00</u>	Roll
Poly Tubing .17ID X 1/4" OD 500' Roll	<u>\$65.00</u>	Roll
DI Water	<u>\$25.00</u>	4L
20/30 Silica Sand-50lb Bag	<u>\$8.00</u>	per bag

EXHIBIT "B" - FEE SUMMARY

NAME OF CONSULTANT: I-TECH Resources, Inc.

RFP Number: P-13-13

SCHEDULE OF PROPOSED RATES

CONTAMINATION ASSESSMENT & REMEDIATION SERVICES AT VARIOUS LOCATIONS

Hourly Rates

Field Tech I (HAZWOPER certified technician with 1-3 years of experience)	<u>\$40.00</u>	hr.
Field Tech II (HAZWOPER certified technician with 3+ years of experience)	<u>\$45.00</u>	hr.



CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
09/08/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.

PRODUCER Aon Risk Services Northeast, Inc. Boston MA Office One Federal Street Boston MA 02110 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): 800-363-0105	
	E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: 10518329	
INSURED CDM Smith Inc. ONE CAMBRIDGE PLACE 50 HAMPSHIRE STREET CAMBRIDGE MA 021390000 USA	INSURER(S) AFFORDING COVERAGE NAIC #	
	INSURER A: Charter Oak Fire Ins Co 25615	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

Holder Identifier:

COVERAGES **CERTIFICATE NUMBER:** 570055079303 **REVISION NUMBER:**
LOCATION OF PREMISES/ DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: Contamination Assessment and Remediation Services Countywide.

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS	
A	X	PROPERTY	QT8603082B464COF14 Commercial Property	01/01/2014	01/01/2015	BUILDING		
		CAUSES OF LOSS				DEDUCTIBLES	PERSONAL PROPERTY	
	BASIC					BUILDING	BUSINESS INCOME w/o Extra Expense	
	X	BROAD				CONTENTS	EXTRA EXPENSE	
		SPECIAL					RENTAL VALUE	
		EARTHQUAKE					BLANKET BUILDING	
		WIND					X BLANKET PERS PROP	\$1,000,000
		FLOOD					BLANKET BLDG & PP	
		Blkt PP Ded						
		INLAND MARINE				TYPE OF POLICY		
	CAUSES OF LOSS	POLICY NUMBER						
	NAMED PERILS							
	CRIME							
	TYPE OF POLICY							
	BOILER & MACHINERY / EQUIPMENT BREAKDOWN							

CERTIFICATE NUMBER: 570055079303

SPECIAL CONDITIONS / OTHER COVERAGES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Valuable Papers & Records included: \$100,000.00.

CERTIFICATE HOLDER City of Jacksonville, Florida Attn: Ivy Dwyer-Frazeo 117 W. Duval Street Jacksonville FL 32202 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/08/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. Boston MA Office One Federal Street Boston MA 02110 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): 800-363-0105		
	E-MAIL ADDRESS:		
INSURED CDM Smith Inc. ONE CAMBRIDGE PLACE 50 HAMPSHIRE STREET CAMBRIDGE MA 021390000 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Zurich American Ins Co		16535
	INSURER B: Lloyd's Syndicate No. 2623		AA1128623
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER: 570055079288** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			GL0837663218	01/01/2014	01/01/2015	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COMP/OP AGG	\$4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BAP 8376631-18	01/01/2014	01/01/2015	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE	
							AGGREGATE	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	N/A	WC837663319	01/01/2014	01/01/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
B	Archit&Eng Prof			QC1401367	01/01/2014	01/01/2015	each claim aggregate	\$1,000,000 \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Contamination Assessment and Remediation Services Countywide.
 City of Jacksonville, Florida is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. A waiver of Subrogation is granted in favor of City of Jacksonville, Florida in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability evidenced herein is Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions.

CERTIFICATE HOLDER City of Jacksonville, Florida Attn: Ivy Dwyer-Frazee 117 W. Duval Street Jacksonville FL 32202 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Holder Identifier :

Certificate No : 570055079288

