City of Jacksonville, Florida

Lenny Curry, Mayor

Department of Public Works
Engineering & Construction Management Division
214 N. Hogan Street, 10th Floor
Jacksonville, FL 32202
(904) 255-8762
www.coj.net

ONE CITY. ONE JACKSONVILLE.

TO: **Greg Pease, Chief, Procurement Division**

THRU: **John Pappas, P.E., Director, Department of Public Works**

FROM: **Jeffrey S. Foster, P.G., PW Environmental Coordinator**
FOCL **Tom Fallin, P.E., Chief, Engineering and Construction Management Division**

DATE: **June 15, 2017**

SUBJECT: **P-57-17 SS#2 Single Source Request**
Professional Services for Remedial Action Plan for the Southside Incinerator Site

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The Engineering and Construction Management Division respectfully requests a Single Source Award for Professional Services for the Remedial Action Plan for the Southside Incinerator Site to Geosyntec Consultants. This award will allow the vender, Geosyntec to complete the task items they were originally under contract with the City via Contract Number 7980-09. The existing contract lapsed due to a change in personnel that was not flagged for renewal in a timely manner.

Geosyntec is the engineer of record for the Remedial Action Plan (RAP) that was approved by the Florida Department of Environmental Protection (FDEP) and the services covered under this award would be for the construction quality assurance during remediation that will allow Geosyntec to certify to the FDEP that the remedy has been completed pursuant to the approved RAP. In addition, their services also include completing the Environmental Resource Permit and US Army Corp of Engineer permit for the small on-site wetlands that will be impacted during the remediation efforts and contractor bidding support. A significant cost in additional funding and time loss would be incurred to solicit these services using another vendor. Current funding in the amount of the amount of $79,266.39 is encumbered in CTER15000014 01 associated with the expired contract. These funds would be re-encumbered under the new Single Source Request Award.

Please advise when this item will be placed on the agenda so a representative of PWEN can attend. If there are any questions, please do not hesitate to contact me in the office at 904.255.8702.

JSF/jsf

Cc: Ann Brackin, DPW
Nickii Brookins, SWD

06/20/17 09:45:06
COJ - Procurement Division

SINGLE SOURCE REQUEST

Pursuant to the City of Jacksonville Procurement Code § 126.206 & § 126.312, when requesting a purchase from a vendor subject to the referenced sections, please complete this form to justify your request and submit to Procurement with applicable attachments.

REQUESTING AGENCY (DEPT./DIVISION): Department of Public Works

FUNDING SOURCE: CTER15000014 01

BRIEF DESCRIPTION OF GOODS/SERVICES:

Environmental Resource Permit application, meetings with FDEP and contractor bidding support for the Southside Incinerator RFP CF-0151-17 currently out ~~on the street~~ For Bid. Oversight of remedial action work to ensure the RAP is followed by the remediation contractor. Final report to FDEP certifying their design has been implmented by the contractor.

AMOUNT OF PROJECT (attach quote): $79,266.39

PROVIDE A SUMMARY OF THE SCOPE OF GOODS/SERVICES TO BE PROVIDED; IDENTIFY EACH ITEM, COMPONENT OR SERVICE BEING PROCURED (ATTACH QUOTE/PROPOSAL):

ERP Pre-application meeting and Contractor Bidding Support

Submittal of the ERP permit to the FDEP and US Army Corp of Engineers

Construction Quality Assurance

PROVIDE A DETAILED JUSTIFICATION AS TO WHY THE REQUESTED GOODS/SERVICES CAN ONLY BE EFFICIENTLY AND EFFECTIVELY PROCURED THROUGH THE RECOMMENDED SINGLE SOURCE PROVIDER:

The vendor, Geosyntec is the engineer of record for the remedial action plan for the site. They have completed the assessment and design of the remedy and the City would need the engineer of record to certify the remedial action contractor who install the remedy has installed it per their (Geosyntec) deasign plans. Additonally, they are in progress of compelting the wetlands permit and it would cost a signifinact amount of funding and time to bring on anther vendor.

ASSERT THAT YOU HAVE RESEARCHED THE AVAILABILITY OF THE REQUESTED GOODS/SERVICES FROM OTHER SOURCES IN APPLICABLE MARKETS AND HAVE DISCUSSED AND EVALUATED THE SAME WITH COJ'S PROCUREMENT AND EBO DIVISIONS:

This request would allow the vendor Geosyntec to complete the task items they were originally under contract with the City via contract 7980-09. Due to a change in personnel, this contract was not flagged for renewal when the due date was up several months ago. A contract extension request was requested through PSEC, however, it was decided the time was too great and it was recommended by the committee to use the Singole Source Method.

Submitted by: Jeffrey S. Foster JSF — PW Environmental Coordinator

(Name) (Title)

Date: May 26, 2017

Requesting Agency's Director's Signature: John Peppers

Procurement Division ____ **March, 2017**

Exhibit A-1

ab

QWS3270X 5/26/2017 9:36 AM
FAML6051 V5.1 ** NW COJ FAMIS PRODUCTION ** 05/26/2017
LINK TO: DOCUMENT INQUIRY 9:36 AM

FISCAL MO/YEAR : 08 2017 CREATE/UPDTE DT: 08/04/2015 01/26/2017
DOCUMENT : CTER15000014 01 DUE DATE : 01/26/2017
INDX ERAS32BMP SW SS INCINERATOR SIT SINGLE CHK IND : N NOTEPAD IND:
VEND 592355134 03 GEOSYNTEC CONSULTANTS TREAS NO :
G/L 24300 ENCUMBRANCES (DEBIT) USCD
SUBJ 069505 DM-OTHER CONSTRUCTION SBSD
PROJ ERR004 SOUTHSIDE INCINERATOR GRNT
PRDT 01 SOUTHSIDE INCINERATOR GRDT

S	MAY 2017	JUNE 2017	PRIOR YEAR
ORIGINAL AMOUNT	250,000.00	250,000.00	250,000.00
ADJUSTMENTS	250,000.00	250,000.00	250,000.00
LIQUIDATIONS	-420,733.61	-420,733.61	-404,041.77
REMAINING BALAN	79,266.39	79,266.39	95,958.23
PAYMENT/RECEIPT	170,733.61	170,733.61	154,041.77
RETAINAGE	.00	.00	.00
TITLE NOT ON FI	.00	.00	.00

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F9-LINK

G014 - RECORD FOUND

7980.09

Exhibit A-1

DEPARTMENT OF PUBLIC WORKS

Jacksonville
Where Florida Begins.

Date	**March 10, 2016**
TO:	**Greg Pease, Chief, Procurement Division**
THRU:	**John Pappas, P.E., Director, Department of Public Works**
FROM:	**Tom Fallin, P.E., Chief, Engineering and Construction Management Div.** **Jeff Foster, P.G., Environmental Programs Manager, PWEN**
SUBJECT:	**Geosyntec Contract 7980-09, RFP P-39-14** **Professional Services for the Remedial Action Plan for the Southside Incinerator Site** **Contract Extension Request**

The Engineering and Construction Management Division requests a one year contract extension from September 30, 2016 to September 30, 2017 to allow the contractor to complete Tasks 2 and 3 of the original scope of work. Nothing will be changed in Geosyntec's scope of work and fee schedule for Phase 2 (Task 2) – RAP Preparation and Phase 3 (Task 3). No new funding is required with this contract extension request and maximum indebtedness to the City will remain at $250,000. The project duration was to completion at the end of Phase 3 (Task 3) unless additional work task(s) were required and are approved under an Addendum(s). The contract extension is needed due to the time it took to obtain all of the off-site access agreements to complete the assessment portion of Task 1. Currently, the consultant is working on Task 3 Bidding Support since the project is currently out for bid.

Nothing contained herein shall be amended, modified or otherwise revised without prior PSEC and Mayor approval. If there are any questions concerning, this matter, please do not hesitate to contact me at this office (904) 255-7512.

214 N. Hogan St, 10th floor Jacksonville, FL 32202 | Phone: 904.255.8786 | Fax: 904.255.8929

Exhibit A-1

PROCUREMENT DIVISION

Jacksonville
Where Florida Begins.

June 11, 2015

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

Dear Mayor Brown:

Ref: P-39-14 Professional Services for Remedial Action Plan for the Southside Incinerator Site
Department of Public Works/Solid Waste Division

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

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

That the City of Jacksonville enter into a Contract with Geosyntec Consultants, Inc., for Professional Services for the Remedial Action Plan for the Southside Incinerator Site that (i) incorporates the attached Scope of Services identified as Exhibit 'A'; (ii) incorporates the attached Contract Fee Schedule identified as Exhibit 'B'; (iii) provide a not-to-exceed total maximum indebtedness of $250,000.00; and (iv) provide a period of service from the date of execution of the contract to September 30, 2016, with two (2) one-year renewal options remaining at terms mutually agreeable. All other terms and conditions are per the RFP and the city's standard contract language. Nothing contained herein shall be amended, modified, or otherwise revised, without prior approval from the PSEC and the Mayor. *

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

Respectfully submitted,

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

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

APPROVED:

Alvin Brown, Mayor

This 15th day of JUNE, 2015

GP: ab

cc: Council Auditor
Philip Boelen, OGC
James McCain, GAB
Subcommittee Members

Exhibit A-1

Geosyntec consultants

1200 Riverplace Boulevard, Suite 710
Jacksonville, Florida 32207
PH 904-858-1818
FAX 904-396-1143
www.geosyntec.com

12 September 2016

Eric B. Fuller
Environmental Programs Manager
City of Jacksonville
214 North Hogan Street, 10th Floor
Jacksonville, Florida 32202

Subject: Southside Incinerator Site Contract Extension Request

Dear Mr. Fuller:

Geosyntec Consultants (Geosyntec) understands that Contract No. 7980-09 between the City of Jacksonville (the City) and Geosyntec for the Southside Incinerator Site expires on 30 September 2016. Therefore, Geosyntec requests that Contract No. 7980-09 be extended for one year consistent with the current rates, terms, and conditions. Geosyntec looks forward to its continued work with the City at the Southside Incinerator Site. Please do not hesitate to contact us if you have any questions or if you need any additional information regarding this extension request.

Sincerely,

David Riotte, P.E.
Principal Engineer

Exhibit A-1

Geosyntec consultants

1200 Riverplace Boulevard
Suite 710
Jacksonville, Florida 32207
PH 904.858 1818
FAX 904 396 1143
www.geosyntec.com

7 April 2017

Mr. Jeffrey Foster, P.E., P.G.
Department of Public Works
Ed Ball Building
214 North Hogan St., 10th floor
Jacksonville, Florida

Subject: Professional Services for Remedial Action Plan for Southside Incinerator Site

Dear Mr. Foster:

Geosyntec Consultants (Geosyntec) has prepared this budget estimate to request funding for the professional services and remedial action planning work required at Southside Incinerator Site. The Southside Incinerator Site is further defined as the location of the Former Incinerator Area, the Ash Disposal Area, and the non-contiguous ash disposal area (NADA) No. 1. and No. 3; collectively known as the Site for the purposes of this proposal. These activities were requested by the City of Jacksonville (the City) in order to meet the requirements established under Consent Order No. 99-1803 between the Florida Department of Environmental Protection (FDEP) and the City, and/or Chapter 62-780 of the Florida Administrative Code (FAC). The purpose of this proposal is to provide a description of the scope of work and a budget estimate to complete the work outlined in Geosyntec's Proposal for Professional Services for Remedial Action Plan for the Southside Incinerator Site (response to P-39-20014) dated December 17, 2014.

PROPOSED SCOPE OF WORK

Geosyntec has divided the project into the following three Phases:

- **Phase 1: ERP Pre-Application Meetings and Contractor Bidding Support**. Under this phase, Geosyntec will organize and lead the ERP pre-application meeting with the Florida Department of Environmental Protection (FDEP). Geosyntec will also will review and respond to contractor addendums and attend the contractor on-site bid walk.
    - Estimated Costs $9,238.65
- **Phase 2: Prepare and Submit ERP**. Under this task, Geosyntec will prepare the ERP based on the results of the pre-application meeting and submit the ERP to the FDEP.
    - Estimated Fee: $22,245.08
- **Phase 3: Construction Quality Assurance**. Under this task, Geosyntec will provide services during construction. Though a contractor schedule has not been provided, yet, we have assumed approximately 5 weeks for construction oversight (5 days/wk, 10 hr/day)

Exhibit - A-1

- **Estimated Fee: $47,782.65**

BUDGET ESTIMATE

Geosyntec estimates the total to complete the work discussed above for Phase 1, 2, and 3 on a time and materials basis will be **$79,266.39**. Per your request, we have prepared a Schedule of Proposed Prices/Rates for this project (**Attachment A**).

CLOSURE

Geosyntec appreciates the opportunity to provide the Professional Services described herein. If you need clarification or have questions regarding this scope of work or budget estimate, please do not hesitate to call either David Riotte or Teresa Fischer at (904) 858-1818.

Sincerely

David W. Riotte, P.E.
Associate

Attachments

engineers | scientists | innovators

Exhibit A-1

ATTACHMENT A

SCHEDULE OF PROPOSED RATES

Exhibit A-1

NAME OF CONSULTANT: Geosyntec Consultants

Proposal Number: P-39-14 SSA

SCHEDULE OF PROPOSED PRICES/RATES

Environmental Consulting for the Jacksonville Shipyards

Average hourly direct labor rates (without Fringe Benefits)

ENGINEERING TECHNICIAN	$ 16.99
DRAFTER/CADD OPERATOR/ARTIST	$ 19.50
CLERICAL	$ 19.64
SENIOR ENGINEERING TECHNICIAN	$ 19.98
PROJECT ADMINISTRATOR	$ 24.55
STAFF PROFESSIONAL	$ 25.01
SENIOR STAFF PROFESSIONAL	$ 29.45
SITE MANAGER	$ 30.01
SENIOR DRAFTER/SENIOR CADD OPERATOR	$ 30.79
PROFESSIONAL	$ 33.55
DESIGNER	$ 36.65
PROJECT PROFESSIONAL	$ 38.37
SENIOR PROFESSIONAL	$ 47.85
ASSOCIATE	$ 62.14
SENIOR CONSULTANT	$ 68.64
PRINCIPAL	$ 75.80
Provisional FAR Compliant 2015 Single-Combined Overhead Rate	255%
Profit Rate (to be applied to Direct Labor plus Overhead)	10%

Exhibit A-1

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.

EPA Method 5035	10.00 per analysis
EPA Method 8021 (aromatics+Halocarbons)	70.00 per analysis
EPA Method 8021 (Aromatics only)	45.00 per analysis
EPA Method 8021 (Halocarbons only)	50.00 per analysis
EPA Method 8270 (PAHs only)	80.00 per analysis
TRPH by FL-PRO Method	70.00 per analysis
EPA Method 8082 (PCBs)	70.00 per analysis
EPA Method 8081 (organochlorine Pesticides)	85.00 per analysis
EPA Method 8141 (Organophosphorous Pesticides)	110.00 per analysis
EPA Method 8151 (Chlorinated Herbicides)	125.00 per analysis
EPA Method 8260 (Volatile Organic Compounds)	90.00 per analysis
EPA Method 8270 (Semi-Volatile Organic Compounds)	150.00 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	80.00 per analysis
13 Priority Pollutant Metals	100.00 per analysis
EPA Method 7470 Mercury	20.00 per analysis
EPA Method 8290 Dioxins and Furans	550.00 per analysis
EPA Method 1311 (TCLP Extraction) (metals)	40.00 per analysis
EPA Method 1312 (SPLP Extraction) (metals)	40.00 per analysis
MADEP Method (TRPH Speciation)	250.00 per analysis
Soil Digestion (metals only)	5.00 per sample

Exhibit A-1

Water

EPA Method 8021 (Aromatics and Halocarbons)	70.00 per analysis
EPA Method 8021 (Aromatics only)	45.00 per analysis
EPA Method 8021 (Halocarbons only)	50.00 per analysis
EPA Method 504 EDB	45.00 per analysis
EPA Method 8270 (PAHs only)	80.00 per analysis

TRPH by FL-PRO Method	70.00 per analysis
EPA Method 8260 (Volatile Organic Compounds)	90.00 per analysis
EPA Method 8270 (Semi-Volatile Organic Compounds)	150.00 per analysis
EPA Method 8082 (PCBs)	70.00 per analysis
EPA Method 8081 (Organochlorine Pesticides)	85.00 per analysis
EPA Method 8141 (Organophosphorous Pesticides)	110.00 per analysis
EPA Method 8151 (Chlorinated Herbicides)	125.00 per analysis
EPA Method 1631 (Low Level Mercury)	90.00 per analysis
EPA Method 150.1 pH	9.00 per analysis
EPA Method 160.1/SM2540 TDS	12.00 per analysis
EPA Method 180.1 Turbidity	10.00 per analysis
EPA Method 200.7 As	10.00 per analysis
EPA Method 200.7 Cd	10.00 per analysis
EPA Method 200.7 Cr	10.00 per analysis
EPA Method 200.7 Pb	10.00 per analysis
EPA Method 245.1 Mercury	19.00 per analysis
EPA Method 300.0 Chloride	13.00 per analysis
EPA Method 350.2 Ammonia	20.00 per analysis
EPA Method 310.2/SM2320B Alkalinity	15.00 per analysis
EPA Method 353.2 Nitrate	15.00 per analysis
EPA Method 415.1 TOC	23.00 per analysis
EPA Method 160.2 TSS	12.00 per analysis
8 RCRA Metals	80.00 per analysis
13 Priority Pollutant Metals	100.00 per analysis

Exhibit A-1

Equipment

F.I.D. Organic Vapor Analyzer (OVA)	95.00 Per day
P.I.D. Organic Vapor Analyzer	75.00 per day
XRF Meter	300.00 per day
Surveying Equipment	50.00 per day
Bailers	6.00 Each
Conductivity Meter, pH meter, and DO meter	105.00 Per day
Interphase Probe	50.00 Per day
Water Level Indicator	30.00 Per day
2" Diam. PVC Screen (5 ft.)	25.00 Per screen
2" Diameter PVC Riser (5 ft.)	18.00 Per riser
Peristaltic Pump	35.00 Per day
Bladder Pump and Compressor	115.00 Per day
Concrete Saw	50.00 Per day
Hand Auger	20.00 Per day
Data Logger and Transducer	125.00 Per day
Core Drill with Bit	100.00 Per day
Silicon Sample Tubing	3.60 Per foot
Polyethylene Sample Tubing	0.30 Per foot
Teflon-lined polyethylene Sample Tubing	1.85 Per foot
DI wter	1.20 Per gallon
Turbidity Meter	35.00 Per day
Truck/Vehicle	100.00 Per day
20/30 Silica Sand -- 50 lb. bag	8.00 Each
Ponar Sampler	20.00 Per day
Safety Equipment and Expendables	25.00 Per day

Exhibit A-1

P-39-14
7980-09

AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE
AND
GEOSYNTEC CONSULTANTS, INC.
FOR
REMEDIAL ACTION PLAN FOR SOUTHSIDE INCINERATOR SITE

THIS AGREEMENT is made and entered into in duplicate this 6 day of Aug, 2015 (the "Effective Date"), by and between the **CITY OF JACKSONVILLE**, a municipal corporation existing under the Constitution and the laws of the State of Florida, (the "CITY"), and **GEOSYNTEC CONSULTANTS, INC.**, a Florida profit corporation with an office at 1200 Riverplace Boulevard, Suite 710, Jacksonville, Florida 32207 (the "CONSULTANT"), for professional services for a remedial action plan for the Southside incinerator site (the "Project").

WITNESSETH:

WHEREAS, CITY prepared a Request for Proposal (P-39-14) for Professional Services for the Project; and

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

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

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

ARTICLE 1: Engagement of CONSULTANT:

1.01. CITY hereby engages CONSULTANT and CONSULTANT hereby accepts said engagement for the purpose of providing to CITY professional services for the Project, as described in and according to the provisions of the "Scope of Services", attached hereto as **Exhibit A** (the "Services") and incorporated herein by this reference.

1.02. If any services, functions, or responsibilities not specifically described in this Agreement 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 in this Agreement and/or the Scope of Services. CONSULTANT shall be responsible for providing the equipment, supplies, personnel (including management, employees, and training), and other resources as necessary to provide the Services.

ARTICLE 2: Coordination and Services Provided by CITY:

CITY shall designate for the Services received a Project Coordinator who will, on behalf of CITY, coordinate with CONSULTANT and administer this Agreement according to the terms and conditions contained herein and in the exhibits attached hereto and incorporated herein. It shall be the responsibility of CONSULTANT to coordinate all Project-related activities with the designated Project Coordinator. CITY's Project Coordinator shall be: Jeffrey Foster, Chief of Solid Waste Division (Phone: (904) 255.7512; Email: JSFoster@coj.net).

ARTICLE 3: Duration of Agreement, Termination and Default:

3.01. The term of this Agreement shall become effective as of the Effective Date and shall continue and remain in full force and effect as to all its terms, conditions, and provisions as set forth herein until September 30, 2016, unless sooner terminated by either party, with or without cause, by giving of not less than thirty (30) days' prior written notice to the other party to

this Agreement. This Agreement may be renewed upon satisfactory performance of CONSULTANT for up to two (2) additional one-year periods upon provisions, terms, and conditions mutually acceptable to the parties.

3.02. Should either party default in its obligations under this Agreement, the non defaulting party shall provide written notice to the defaulting party of the default. The defaulting party shall be given ten (10) business days from receipt of the notice of default (or any such other amount of time agreed to by the parties in writing) to remedy the default. If the default is not remedied within such time frame, the non-defaulting party may terminate this Agreement as provided in Section 3.01 hereof.

3.03. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, CITY may terminate this Agreement at any time in the event of loss of funding for any reason by giving CONSULTANT twenty-four (24) hours' oral notice with written confirmation following. In the event this Agreement is terminated, CONSULTANT shall be paid for any unpaid billings for all Services performed up to the date of receiving notice of termination, reasonable costs, and fees associated with an orderly close-out of the work to the extent authorized in writing by CITY.

3.04. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, in the event of a default, the non-defaulting party shall be entitled to all available remedies at law or equity.

ARTICLE 4. Meetings and Public Hearings:

CONSULTANT must attend all meetings and public hearings relative to the Services being performed by it where its presence is determined to be necessary and requested by CITY and CONSULTANT can reasonably schedule its appearance.

ARTICLE 5: Delays:

Neither party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such obligation is prevented or delayed by any cause beyond the reasonable control of the affected party, and the time for performance of either party hereunder shall in such event be extended for a period equal to any time lost due to such prevention or delay.

ARTICLE 6: Suspension of Services:

CITY may suspend performance of the Services by providing five (5) days' written notice of such suspension. Schedules for performance of the Services shall be amended by mutual agreement to reflect such suspension. In the event of suspension of Services, CONSULTANT shall resume the full performance of the Services when directed in writing to do so by the Project Coordinator. Suspension of Services for reasons other than CONSULTANT's negligence or failure to perform shall not affect CONSULTANT's compensation as outlined in this Agreement.

ARTICLE 7: Payments for Services of CONSULTANT:

7.01. CITY will compensate CONSULTANT for the Services rendered hereunder in accordance with the following terms:

7.01.01. CONSULTANT's professional fees under the terms of the Agreement shall be those contained in the "Contract Fee Summary", attached hereto as **Exhibit B** and incorporated herein by this reference, for the term of this Agreement. CONSULTANT's professional fees shall be billed monthly for Services provided the previous month using invoices and such other documentation satisfactory to CITY to allow and authorize payment. 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 Coordinator. Each invoice shall contain a statement that it is made subject to the provisions and penalty of Section 837.06, Florida Statutes. Payments shall be made within forty-five (45) days after receipt of said invoices or other documentation by CITY. To the extent that professional 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, *Ordinance Code.*

7.01.02. The maximum indebtedness of CITY for all fees, reimbursable items, or other costs for Services provided by CONSULTANT pursuant to this Agreement shall not exceed the sum of TWO HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS ($250,000.00) for the term of this Agreement.

7.02. CITY's obligations under this Agreement are contingent upon the availability of lawfully appropriated funds for the Project and this Agreement.

ARTICLE 8: Indemnity:

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

8.01.01. General Tort Liability, including without limitation any and all claims, actions, losses, damages, injuries, liabilities, costs, and expenses of whatsoever kind or nature (including, but not by way of limitation, attorney's fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death, or damage to property arising out of or

incidental to the Indemnifying Parties' performance of this Agreement or work performed hereunder; and

8.01.02. Environmental Liability, including without limitation any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities, and expenses (including all costs of cleanup, containment, or other remediation, and all costs for investigation and defense thereof, including but not limited to court costs, reasonable expert witness fees, and attorney's fees) arising from or in connection with (a) the Indemnifying Parties' actions or activities that result in a violation of any environmental law, ordinance, rule, or regulation or that lead 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

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

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

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

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

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

8.02. The indemnifications in Section 8.01 are separate and apart from, and are in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This Section 8 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.

ARTICLE 9: INSURANCE

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

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

CONSULTANT's insurance shall cover CONSULTANT (and to the extent its subcontractors of any tier are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI) without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive

NCCI endorsements which under an NCCI filing must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, coverage is to be included for the Federal Employers' Liability Act and any other applicable federal or state law where appropriate.

Commercial General Liability Premises-Operations Products-Completed Operation Contractual Liability Independent Contractors	$1,000,000 Per Occurrence $2,000,000 Aggregate

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

Automobile Liability All autos-owned, hired or used	$1,000,000 Combined Single Limit

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

Professional Liability (and Employee Benefits Plan 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. The coverage shall include additional coverage for Network and Information Security Offenses and Electronic Data (products) E&O.

Valuable Papers	$100,000 per Occurrence

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

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

9.03. Said insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes. Such insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better. Prior to commencing any work on the Project, Certificates of Insurance approved by CITY's Division of Risk Management demonstrating the maintenance of said insurance shall be furnished to CITY. CONTRACTOR 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.

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

ARTICLE 10: Accuracy of Work:

10.01. In providing the Services under this Agreement, CONSULTANT, including its officers, employees, agents, and subconsultants, shall exercise that degree of skill and care required by customarily accepted good practices and procedures for the performance of the same or similar Services. CONSULTANT shall be responsible for the accuracy of its work, including work by any subconsultants, and shall promptly make necessary revisions or corrections resulting

from errors and omissions on the part of CONSULTANT or subconsultants at no 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.

10.02. At any time during the provision of Services under this Agreement or during any phase of work performed by others based on data furnished by CONSULTANT under this Agreement, CONSULTANT shall confer with CITY for the purpose of interpreting the information furnished and/or correcting any errors and/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 been received therefor.

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

ARTICLE 11: Nonwaiver:

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

either party to insist upon strict performance hereof or of either party's rights or remedies under this Agreement or by law, and shall not operate as a waiver of any of the provisions hereof.

ARTICLE 12: Ownership of Documents and Equipment:

CONSULTANT agrees that upon completion of the Services, all drawings, designs, specifications, renderings, notebooks, tracings, photographs, negatives, reports, findings, recommendations, software, source codes, data, and memoranda of every description arising out of or relating to the services rendered by CONSULTANT under this Agreement are to become the property of CITY, as well as all reference books, equipment, expendable equipment, and materials purchased with Project funds. The use of these materials in any manner by CITY shall not support any claim by CONSULTANT for additional compensation. CONSULTANT shall have no liability to CITY for damages, claims, and losses, including defense costs, arising out of any use of the aforementioned documents for any purpose other than as set forth in this Agreement without the written authorization of CONSULTANT.

ARTICLE 13: Compliance with State and Other Laws/Licenses and Certifications:

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.

ARTICLE 14: Non-Discrimination Provisions:

In conformity with the requirements of Section 126.404, *Ordinance Code*, CONSULTANT represents that it has adopted and will maintain a policy of non-discrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age, or handicap in all areas of employment relations throughout the term of this Agreement. CONSULTANT 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 this Agreement; *provided however*, that CONSULTANT shall not be required to produce for inspection records covering periods of time more than one (1) year prior to the Effective Date. CONSULTANT agrees that if any of the Services to be provided pursuant to this Agreement are to be performed by a subcontractor, the provisions of this Article 14 shall be incorporated into and become a part of the subcontract.

ARTICLE 15: 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 CONSULTANT is exempt from any of the above-cited terms, written evidence of such exempt status must be provided to CITY.

ARTICLE 16: Contingent Fees Prohibited:

In conformity with Section 126.306, *Ordinance Code*, 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.

ARTICLE 17: Truth in Negotiation:

In conformity with Section 126.305, *Ordinance Code*, 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 126.305, *Ordinance Code*, for professional services contracts over sixty-five thousand dollars ($65,000.00). 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.

ARTICLE 18: 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.

ARTICLE 19: Retention of Records/Audit:

19.01. CONSULTANT must establish and maintain books, records, papers, contracts, subcontracts, financial records, supporting documents, statistical records, and all other documents, in whatsoever form or format, including but not limited to electronic storage media, (for purposes of this Article 19, the "Records") sufficient to reflect all receipt and expenditures of funds provided by CITY under this Agreement.

19.02. CONSULTANT must retain the Records for a period of three (3) years after completion of the Project. If an audit has been initiated and audit findings have not been resolved at the end of six years, the Records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement, at no additional cost to CITY. The Records shall be retained for longer periods when the retention period exceeds the time frames required by law or ordinance.

19.03. Upon demand, at no additional cost to CITY, CONSULTANT must facilitate the duplication and transfer of any Records during the required retention period in Section 19.02 hereof.

19.04. CONSULTANT must provide the Records at all reasonable times for inspection, review, copying, or audit by CITY.

19.05. At all reasonable times for as long as the Records are maintained, CONSULTANT must allow persons duly authorized by CITY to have full access to and the right to examine any of the Records, regardless of the form in which kept.

19.06. CONSULTANT, at its sole and exclusive cost and expense, must provide audits or reports as requested by CITY and must insure that all related party transactions are disclosed to the auditor.

19.07. CONSULTANT must comply and cooperate immediately with any inspections, reviews, and investigations deemed necessary by CITY.

19.08. CONSULTANT must permit CITY to interview any employees, subcontractors, and subcontractor employees of CONSULTANT to assure CITY of the satisfactory performance of the terms and conditions of this Agreement. Following such review, if performance of CONSULTANT is in the opinion of CITY deficient, CITY will deliver to CONSULTANT a written report of the deficiencies and request for development by CONSULTANT of a corrective action plan. CONSULTANT hereby agrees to prepare and submit to CITY said corrective plan within ten (10) days of receiving CITY's written report. Thereafter, CONSULTANT must correct all deficiencies in the corrective action plan within ten (10) days of CITY's receipt of the corrective action plan.

19.09. All reports, audits, and other information provided by CONSULTANT pursuant to this section shall contain the following statement: "The information provided to the City of Jacksonville in this submittal is submitted under penalties of perjury, under Section 837.06, Florida Statutes."

19.10. To the extent that CONSULTANT uses subcontractors in the performance of the Services under this Agreement or assigns this Agreement with prior CITY consent, CONSULTANT must include the aforementioned audit, inspections, investigations, and record keeping requirements in all subcontracts and assignments.

ARTICLE 20: Governing State Law/Venue/Severability:

The rights, obligations, and remedies of the parties as specified under this Agreement shall be interpreted and governed in all aspects by the laws of the State of Florida. Should any provision of this Agreement be determined by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions shall not be impaired. Venue for litigation of this Agreement shall be in courts of competent jurisdiction located in Jacksonville, Duval County, Florida.

ARTICLE 21: Article Headings:

Article headings appearing herein are inserted for convenience or reference only and shall in no way be construed to be interpretations of text.

ARTICLE 22: Construction:

Both parties acknowledge that they have had meaningful input into the terms and conditions contained in this Agreement. Therefore, any doubtful or ambiguous provisions

contained herein shall not be construed against the party who physically prepared this Agreement.

ARTICLE 23: Successors and Assigns/Personal Liability:

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 prior written consent of CITY shall be void in the sole discretion of CITY. Nothing herein shall be construed as creating any personal liability on the part of any officer, employee, or agent of CITY.

ARTICLE 24: Notice:

All notices under this Agreement shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

24.01. As to the CITY:

Jeffrey Foster, Chief
Solid Waste Division
1031 Superior Street
Jacksonville, Florida 32254

24.02. As to the CONSULTANT:

David Riotte, P.E.
Geosyntec Consultants, Inc.
1200 Riverplace Boulevard, Suite 710
Jacksonville, Florida 32207

ARTICLE 25: CONSULTANT Defined:

As used herein, the term "CONSULTANT" shall include, but not be limited to Geosyntec Consultants, Inc., its officers, employees, agents, subconsultants, and other persons, firms, partnerships, corporations, or other entities working for it or on its behalf.

ARTICLE 26: Ethics in Professional Service Agreements:

CONSULTANT represents that it has reviewed the provisions of the Jacksonville Ethics Code, as codified in Chapter 602, *Ordinance Code*, and the provisions of the Jacksonville Purchasing Code, as codified in Chapter 126, *Ordinance Code*.

ARTICLE 27: 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.

ARTICLE 28: Public Entity Crimes Notice:

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.

ARTICLE 29: Entire Agreement/Amendments:

29.01 This Agreement constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by CONSULTANT hereunder. 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.

29.02 All changes to, additions to, modifications of, or amendments to this Agreement or any of the terms, provisions, and conditions hereof shall be binding only when in writing and signed by the authorized officer, agent, or representative of each of the parties hereto.

ARTICLE 30: Prompt Payment:

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

30.02. *Jacksonville Small and Emerging Business Enterprise and Minority Business Enterprise Participation.* Notwithstanding Chapter 126, Part 6, *Ordinance Code*, CONSULTANT shall pay all contracts awarded with certified Jacksonville Small and Emerging Business Enterprises ("JSEB") and Minority Business Enterprises ("MBE"), as defined therein, their pro rata share of their earned portion of the progress payments made by CITY under this Agreement within seven (7) business days of 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 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 MBE's from all prior payments CONSULTANT has received from CITY. CONSULTANT shall not unreasonably withhold payments to certified JSEB's and MBE's if such payments have been made to CONSULTANT. If CONSULTANT withholds payment to its certified JSEB's or 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's or MBE'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 CITY and said JSEB's or MBE's 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 in this section. The failure to pay undisputed amounts to JSEB's or MBE's within seven (7) business days shall be a breach of this Agreement,

compensable by one per-cent (1%) of the outstanding invoice being withheld by CITY, not as a penalty but as liquidated damages to compensate for the additional contract administration by CITY.

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

ARTICLE 31: Incorporation by Reference:

The "Whereas" recitals at the beginning of this Agreement are true and correct and are incorporated herein by this reference. Similarly, all exhibits and other attachments to this Agreement that are referenced in this Agreement are incorporated herein by this reference.

ARTICLE 32: Order of Precedence:

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

ARTICLE 33: Counterparts

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

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

ATTEST:

By _____
James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE

By _____
Lenny Curry
Mayor

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

WITNESS:

By _____
Signature

RACHEL KLINGER
Type/Print Name

ENGINEER
Title

GEOSYNTEC CONSULTANTS, INC.

By _____
Signature

DAVID ROTTE
Type/Print Name

ASSOCIATE
Title

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, and that provision has been made for the payment of monies provided therein to be paid.

Director of Finance
CITY Contract No. 7980-09
PO

Form Approved:

Office of General Counsel

G:\Gov't Operations\JMCain\PW\Contracts\Geosyntec.SS.Incinerator.proservices.070215.rtf

EXHIBIT "A"

Geosyntec consultants

1200 Riverplace Boulevard
Suite 710
Jacksonville, Florida 32207
PH 904 858 1818
FAX 904 396 1143
www.geosyntec.com

12 May 2015

Mr. Jeffrey Foster, P.E., P.G.
Department of Public Works
Solid Waste Division
1031 Superior Street
Jacksonville, FL 32254

Subject: Phase 1. Pre-RAP Assessment Activities Proposal
Professional Services for Remedial Action Plan for
Southside Incinerator Site

Dear Mr. Foster:

Geosyntec Consultants (Geosyntec) has prepared this budget estimate to request funding for the professional services and remedial action planning work required at Southside Incinerator Site. The Southside Incinerator Site is further defined as the location of the Former Incinerator Area, the Ash Disposal Area, and the non-contiguous ash disposal area (NADA) No. 1. and No. 3; collectively known as the Site for the purposes of this proposal. These activities were requested by the City of Jacksonville (the City) in order to meet the requirements established under Consent Order No. 99-1803 between the Florida Department of Environmental Protection (FDEP) and the City, and/or Chapter 62-780 of the Florida Administrative Code (FAC). The purpose of this proposal is to provide a description of the scope of work and a budget estimate to complete the work outlined in Geosyntec's Proposal for Professional Services for Remedial Action Plan for the Southside Incinerator Site (response to P-39-20014) dated December 17, 2014.

PROPOSED SCOPE OF WORK

In Geosyntec's response to the City's request for proposal (RFP), we suggested a proposed scope of work that supports the City by developing cost-effective remedial alternatives that are: (i) protective of human health and the environment; (ii) meet regulatory approval with limited or no comments; and (iii) reach site closure with the minimum amount of long-term monitoring. In order to meet these objectives. Geosyntec proposed a scope of work in the RFP designed specifically to streamline the project schedule and costs including: historical document review; pre-Remedial Action Plan (RAP) assessment activities; RAP preparation pursuant to Chapter 62-780. FAC; and bid documents preparation and evaluation. As such, Geosyntec has divided the project into the following three Phases:

- **Phase 1: Pre-RAP Assessment Activities (subject of this proposal).** Under this task Geosyntec will review the recent and historical assessment data, collect complete the necessary pre-RAP field work (existing conditions. tree, wetlands, and boundary surveys), complete a Remedial Alternatives evaluation, and meet with the City and the FDEP to discuss the proposed remedies.

- **Phase 2: RAP Preparation.** Under this phase, Geosyntec will prepare a RAP for the selected remedy in accordance with Chapter 62-780, FAC.
- **Phase 3: Contractor Bidding Support.** Under this phase, Bid Specification Packages (Instructions to Bidders, Technical Specifications, and Construction Drawings) will be prepared by Geosyntec on behalf of the City.

The following paragraphs describe the proposed tasks in detail for Phase 1. Detailed tasks and fees for Phases 2 and 3 will be provided after the completion of Phase 1. A budget estimate of the proposed Phase 1scope of work is provided as Attachment A of this proposal.

BUDGET ESTIMATE

Geosyntec estimates the total to complete the work discussed above for Phase 1, 2, and 3 on a time and materials basis will be **$250,000.** Per your request we have prepared a Schedule of Proposed Prices/Rates for this project (**Attachment A**).

CLOSURE

Geosyntec appreciates the opportunity to provide the Professional Services described herein. If you need clarification or have questions regarding this scope of work or budget estimate, please do not hesitate to call either David Riotte or Teresa Fischer at (904) 858-1818.

Sincerely,

Teresa A. Fischer
Senior Geologist

David W. Riotte, P.E.
Associate

Attachments

EXHIBIT "B"

ATTACHMENT A

SCHEDULE OF PROPOSED RATES

NAME OF CONSULTANT: Geosyntec Consultants

Proposal Number: P-39-14 SSA

SCHEDULE OF PROPOSED PRICES/RATES

Environmental Consulting for the Jacksonville Shipyards

Average hourly direct labor rates (without Fringe Benefits)

ENGINEERING TECHNICIAN	$	16.99
DRAFTER/CADD OPERATOR/ARTIST	$	19.50
CLERICAL	$	19.64
SENIOR ENGINEERING TECHNICIAN	$	19.98
PROJECT ADMINISTRATOR	$	24.55
STAFF PROFESSIONAL	$	25.01
SENIOR STAFF PROFESSIONAL	$	29.45
SITE MANAGER	$	30.01
SENIOR DRAFTER/SENIOR CADD OPERATOR	$	30.79
PROFESSIONAL	$	33.55
DESIGNER	$	36.65
PROJECT PROFESSIONAL	$	38.37
SENIOR PROFESSIONAL	$	47.85
ASSOCIATE	$	62.14
SENIOR CONSULTANT	$	68.64
PRINCIPAL	$	75.80
Provisional FAR Compliant 2015 Single-Combined Overhead Rate		255%
Profit Rate (to be applied to Direct Labor plus Overhead)		10%

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.

EPA Method 5035	10.00 per analysis
EPA Method 8021 (aromatics+Halocarbons)	70.00 per analysis
EPA Method 8021 (Aromatics only)	45.00 per analysis
EPA Method 8021 (Halocarbons only)	50.00 per analysis
EPA Method 8270 (PAHs only)	80.00 per analysis
TRPH by FL-PRO Method	70.00 per analysis
EPA Method 8082 (PCBs)	70.00 per analysis
EPA Method 8081 (organochlorine Pesticides)	85.00 per analysis
EPA Method 8141 (Organophosphorous Pesticides)	110.00 per analysis
EPA Method 8151 (Chlorinated Herbicides)	125.00 per analysis
EPA Method 8260 (Volatile Organic Compounds)	90.00 per analysis
EPA Method 8270 (Semi-Volatile Organic Compounds)	150.00 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	80.00 per analysis
13 Priority Pollutant Metals	100.00 per analysis
EPA Method 7470 Mercury	20.00 per analysis
EPA Method 8290 Dioxins and Furans	550.00 per analysis
EPA Method 1311 (TCLP Extraction) (metals)	40.00 per analysis
EPA Method 1312 (SPLP Extraction) (metals)	40.00 per analysis
MADEP Method (TRPH Speciation)	250.00 per analysis
Soil Digestion (metals only)	5.00 per sample

Water

EPA Method 8021 (Aromatics and Halocarbons)	70.00 per analysis
EPA Method 8021 (Aromatics only)	45.00 per analysis
EPA Method 8021 (Halocarbons only)	50.00 per analysis
EPA Method 504 EDB	45.00 per analysis
EPA Method 8270 (PAHs only)	80.00 per analysis

TRPH by FL-PRO Method	70.00 per analysis
EPA Method 8260 (Volatile Organic Compounds)	90.00 per analysis
EPA Method 8270 (Semi-Volatile Organic Compounds)	150.00 per analysis
EPA Method 8082 (PCBs)	70.00 per analysis
EPA Method 8081 (Organochlorine Pesticides)	85.00 per analysis
EPA Method 8141 (Organophosphorous Pesticides)	110.00 per analysis
EPA Method 8151 (Chlorinated Herbicides)	125.00 per analysis
EPA Method 1631 (Low Level Mercury)	90.00 per analysis
EPA Method 150.1 pH	9.00 per analysis
EPA Method 160.1/SM2540 TDS	12.00 per analysis
EPA Method 180.1 Turbidity	10.00 per analysis
EPA Method 200.7 As	10.00 per analysis
EPA Method 200.7 Cd	10.00 per analysis
EPA Method 200.7 Cr	10.00 per analysis
EPA Method 200.7 Pb	10.00 per analysis
EPA Method 245.1 Mercury	19.00 per analysis
EPA Method 300.0 Chloride	13.00 per analysis
EPA Method 350.2 Ammonia	20.00 per analysis
EPA Method 310.2/SM2320B Alkalinity	15.00 per analysis
EPA Method 353.2 Nitrate	15.00 per analysis
EPA Method 415.1 TOC	23.00 per analysis
EPA Method 160.2 TSS	12.00 per analysis
8 RCRA Metals	80.00 per analysis
13 Priority Pollutant Metals	100.00 per analysis

Equipment

F.I.D. Organic Vapor Analyzer (OVA)	95.00 Per day
P.I.D. Organic Vapor Analyzer	75.00 per day
XRF Meter	300.00 per day
Surveying Equipment	50.00 per day
Bailers	6.00 Each
Conductivity Meter, pH meter, and DO meter	105.00 Per day
Interphase Probe	50.00 Per day
Water Level Indicator	30.00 Per day
2" Diam. PVC Screen (5 ft.)	25.00 Per screen
2" Diameter PVC Riser (5 ft.)	18.00 Per riser
Peristaltic Pump	35.00 Per day
Bladder Pump and Compressor	115.00 Per day
Concrete Saw	50.00 Per day
Hand Auger	20.00 Per day
Data Logger and Transducer	125.00 Per day
Core Drill with Bit	100.00 Per day
Silicon Sample Tubing	3.60 Per foot
Polyethylene Sample Tubing	0.30 Per foot
Teflon-lined polyethylene Sample Tubing	1.85 Per foot
DI wter	1.20 Per gallon
Turbidity Meter	35.00 Per day
Truck/Vehicle	100.00 Per day
20/30 Silica Sand -- 50 lb. bag	8.00 Each
Ponar Sampler	20.00 Per day
Safety Equipment and Expendables	25.00 Per day

Kits	Day
Site Reconnaissance Kit Disposable bailers (2), Hand Auger, Camera, Survey Station, Water Level Indicator	$72.00 Per day
Monitor Well Installation Kit PID/FID OVA, Water Level Indicator, Survey Equipment	$160 Per day
Hydrogeological Evaluation Kit Water Level Indicator, Survey Equipment, Data Logger with four (4) transducers	$230 Per day
Groundwater Sampling Kit Water Level Indicator, Peristaltic or Bladder Pump, Flow Cell (w/pH, cond, temp, turb, DO, ORP)	$170 Per day
Soil Assessment Kit PID/FID OVA, Hand Auger, Water level indicator	$127 Per day
Soil Vapor Sampling Kit PID/FID OVA, Air Sampling Pump, Gas Vapor Probe	$180 Per day
Construction/O&M Supplies Various small items for minor work/repairs (valves,PVC fittings, gaskets, float switches,etc.)	$60 Per day
Soil Sampling Kit (through concrete) Core Drill (with concrete bit), generator, hand auger, water level indicator	$155 Per day
Construction/O&M/Pilot Test Kit PID/FID, Tedlar bags (2), Air Sampling Pump, Vacuum Gauges, Flow Cell (w/pH, cond, temp, turb, DO, ORP), Electric Multi-meter	$290 Per day

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/27/2015

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

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

PRODUCER
Greyling Insurance Brokerage
3780 Mansell Road
Suite 370
Alpharetta GA 30022

CONTACT NAME: Carly Underwood
PHONE (A/C, No, Ext): (770) 552-4225 FAX (A/C, No): (866) 550-4082
E-MAIL ADDRESS: carly.underwood@greyling.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: National Union Fire Ins Co	19445
INSURER B: Liberty Insurance Corporation	42404
INSURER C: New Hampshire Insurance Company	23841
INSURER D: AIG Specialty Insurance Company	26883
INSURER E:	
INSURER F:	

INSURED
Geosyntec Consultants, Inc.
900 Broken Sound Parkway NW
Suite 200
Boca Raton FL 33487

COVERAGES CERTIFICATE NUMBER: 15-16 (Geosyntec Main) REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC			5302659	4/1/2015	4/1/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 25,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS HIRED AUTOS / NON-OWNED AUTOS			6403892 (AOS) 6403893 (MA)	4/1/2015 4/1/2015	4/1/2016 4/1/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			TH7-651-291560-015	4/1/2015	4/1/2016	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
C A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		039901411 (AOS) 039901412 (CA)	4/1/2015 4/1/2015	4/1/2016 4/1/2016	X WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liability Contractors Poll. Liab.			COPS 1951904	4/1/2015	4/1/2016	Per Claim Aggregate	$8,000,000 $10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: PSA; Project # Remedial Action Plan for Southside Incinerator Site. The City of Jacksonville is named as an Additional Insured with respects to General & Automobile Liability where required by written contract. The above referenced liability policies with the exception of professional liability are primary & non-contributory where required by written contract. Waiver of Subrogation is applicable where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder.

CERTIFICATE HOLDER

City of Jacksonville
Jeffrey Foster, Chief
Solid Waste Division
1031 Superior Street
Jacksonville, FL 32254

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

David Collings/CARLY

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PROCUREMENT DIVISION

Jacksonville
Where Florida Begins.

June 11, 2015

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

150437

Dear Mayor Brown:

Ref: P-39-14 Professional Services for Remedial Action Plan for the Southside Incinerator Site
Department of Public Works/Solid Waste Division

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

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

That the City of Jacksonville enter into a Contract with Geosyntec Consultants, Inc., for Professional Services for the Remedial Action Plan for the Southside Incinerator Site that (i) incorporates the attached Scope of Services identified as Exhibit 'A'; (ii) incorporates the attached Contract Fee Schedule identified as Exhibit 'B'; (iii) provide a not-to-exceed total maximum indebtedness of $250,000.00; and (iv) provide a period of service from the date of execution of the contract to September 30, 2016, with two (2) one-year renewal options remaining at terms mutually agreeable. All other terms and conditions are per the RFP and the city's standard contract language. Nothing contained herein shall be amended, modified, or otherwise revised, without prior approval from the PSEC and the Mayor.

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

Respectfully submitted,

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

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

APPROVED:

Alvin Brown, Mayor

This 15th day of JUNE, 2015

GP: ab

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