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**FIRST AMENDMENT TO AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE
AND
AYRES ASSOCIATES, INC.
FOR
PINE FOREST INFRASTRUCTURE IMPROVEMENTS PROJECT**

THIS FIRST AMENDMENT to Agreement is made and entered into in duplicate this 1 day of April, 2015, by and between the CITY OF JACKSONVILLE (hereinafter the "CITY"), a municipal corporation in Duval County, Florida, and AYRES ASSOCIATES, INC. (hereinafter the "CONSULTANT"), a foreign profit corporation authorized to do business in the State of Florida at 8875 Hidden River Parkway, Tampa, Florida 33637-1035, with local office at 5220 Shad Road, Suite 200-3, Jacksonville, Florida 32257, for Engineering Services for the Pine Forest Infrastructure Improvements Project (hereinafter referred to as the "Project").

RECITALS:

WHEREAS, on May 24, 2011, the parties made and entered into City of Jacksonville Contract No. 7663-05 (hereinafter the "Agreement") for the Project; and

WHEREAS, said Agreement has not been amended previously; and

WHEREAS, said Agreement should be amended by: revising the Scope of Services by adding and incorporating **Exhibit C**, attached hereto and made a part hereof by this reference; revising the Contract Fee Summary by adding and incorporating **Exhibit D**, attached hereto and made a part hereof by this reference; setting forth Section 3 Requirements by adding and incorporating **Exhibit E**, attached hereto and made a part hereof by this reference; adding a new Lump Sum amount for Final Design Services, as described in **Exhibit C**, in an amount not-to-

exceed \$376,403.00, as detailed in **Exhibit D**; increasing the fee for Survey Services, as described in **Exhibit C**, by an amount not to exceed \$132,905.00, as detailed in **Exhibit D**, to a new maximum not to exceed \$140,905.00; increasing the fee for Geotechnical Investigations, as described in **Exhibit C**, by an amount not to exceed \$6,500.00, as detailed in **Exhibit D**, to a new maximum not to exceed \$11,500.00; increasing the fee for Environmental/Contamination Investigations, as described in **Exhibit C**, by an amount not to exceed \$39,000.00, as detailed in **Exhibit D**, to a new maximum not to exceed \$44,000.00; making conforming changes to add and cite new **Exhibit D**; and, increasing the maximum indebtedness by \$554,808.00 to a new maximum not-to-exceed \$790,125.00, with all other provisions, terms, and conditions of said Agreement remaining unchanged; now therefore

IN CONSIDERATION of the Agreement and for other good and valuable consideration admitted by the parties to be legally sufficient, the parties agree to amend said Agreement as follows:

1. The above-stated recitals are accurate, true, and correct and are incorporated herein and made a part hereof by this reference.
2. Section 1.01 of said Agreement is amended by revising the Scope of Services by adding and incorporating **Exhibit C**, and as amended shall read as follows:

“1.01 STATEMENT OF CONSULTANT SERVICES

The 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 **Exhibits A and C** and made a part hereof by this reference. If any services, functions or responsibilities not specifically described in this Agreement and/or the Scope of Services are necessary for the proper performance and provision of the Services, they shall be deemed to be implied by and

included within the Scope of Services to the same extent and in the same manner as if specifically described in this Agreement. The Contractor shall be responsible for providing the equipment, supplies, personnel (including management, employees, and training), and other resources as necessary to provide the Services. The CONSULTANT accepts the special relationship established between itself and the CITY by this Agreement. The CONSULTANT covenants with the 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 the CITY. The CONSULTANT shall employ sound business administration and superintendence to complete the Project in a manner consistent with the best interests of the CITY.”

3. Section 3.01 in said Agreement is amended by adding a new Section 3.01.02 establishing a Lump Sum amount for Final Design Services in an amount not-to-exceed \$376,403.00, and as amended shall read as follows:

“3.01.02. For Final Design Services, as described in **Exhibit C**, a lump sum amount of **Three Hundred Seventy-six Thousand Four Hundred Three and 00/100 USD (\$376,403.00)**, as detailed in **Exhibit D**. Payment of the entire lump sum amount is contingent upon CONSULTANT’s final completion of the entire Project as specified in this Agreement and in the exhibits attached hereto which constitute the Scope of Services.”

4. Section 3.02.01 of said Agreement is amended by increasing the fee for Survey Services by an amount not to exceed \$132,905.00 to a new maximum not to exceed \$140,905.00, and as amended shall read as follows

“3.02.01. For Survey, as described in **Exhibits A and C**, an amount not-to-exceed **One Hundred Forty Thousand Nine Hundred Five and 00/100 USD (\$140,905.00)**, as detailed in **Exhibits B and D**.”

5. Section 3.02.02 of said Agreement is amended by increasing the fee for Geotechnical Investigations by an amount not to exceed \$6,500.00 to a new maximum not to exceed \$11,500.00, and as amended shall read as follows:

“3.02.02. For Geotechnical Investigations, as described in **Exhibits A and C**, an amount not-to-exceed **Eleven Thousand Five Hundred and 00/100 USD (\$11,500.00)**, as detailed in **Exhibits B and D.**”

6. Section 3.02.03 of said Agreement is amended by increasing the fee for Environmental/Contamination Investigations by an amount not to exceed \$39,000.00 to a new maximum not to exceed \$44,000.00, and as amended shall read as follows:

“3.02.03. For Environmental/Contamination Investigations, as described in **Exhibits A and C**, an amount not-to-exceed **Forty-four Thousand and 00/100 USD (\$44,000.00)**, as detailed in **Exhibits B and D.**”

7. Section 3.03 of said Agreement is amended by making conforming changes to add and cite new **Exhibit D**, and as amended shall read as follows:

“3.03. The CONSULTANT shall submit invoices for payment or reimbursement under this subsection on an “as incurred” basis. Such invoices shall be combined with the CONSULTANT’s regular invoices as set forth in Subsection 3.04 hereof. The cost of services provided by the CONSULTANT shall be paid at the rates (including direct labor, indirect costs and profit) shown in the “Contract Fee Summary Format” attached hereto as **Exhibits B and D**. The cost of services provided to the CONSULTANT by others shall be reimbursed at the invoiced amount without markup by CONSULTANT. Travel expenses, if provided for as a reimbursable expense in **Exhibits B and D**, shall be reimbursed only to the extent provided by Chapter 106, Part 7 of the Ordinance Code of the CITY. Travel expenses not specifically

covered by said chapter shall be reimbursed only to the extent provided by the uniform policies and practices of the CITY.”

8. Section 3.06 in said Agreement is amended by increasing the maximum indebtedness by \$554,808.00 to a new maximum not-to-exceed \$790,125.00, and as amended shall read as follows:

“3.06. The maximum indebtedness of the CITY for all Services to be performed pursuant to this Agreement shall not exceed the sum of **Seven Hundred Ninety Thousand One Hundred Twenty-five and 00/100 USD (\$790,125.00).**”

9. Add, attach, and incorporate **Exhibits C, D, and E** to and in said Agreement.

SAVE AND EXCEPT as expressly amended by this instrument, the provisions, terms, and conditions of said Agreement shall remain unchanged and shall continue in full force and effect.

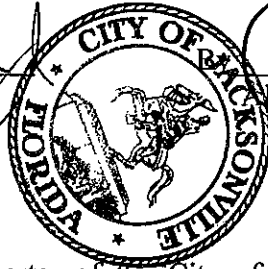
[Remainder of page left blank intentionally. Signature page follows immediately.]

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

ATTEST:

CITY OF JACKSONVILLE

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



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

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

C. Donald Beaton
Director of Finance
7663-05 And 1
AB

Form Approved:

James R. McCain
Office of General Counsel

ATTEST:

AYRES ASSOCIATES, INC.

By Arelys D. Martinez
Signature
Arelys D. Martinez
Type/Print Name
Project Accountant
Title

By Hisham N. Sunna
Signature
Hisham N. Sunna, PhD, PE
Type / Print Name
Vice President
Title

EXHIBIT C

SCOPE OF SERVICES FOR ENGINEERING SERVICES FOR FINAL DESIGN PHASE NOVEMBER 6, 2014

PINE FOREST INFRASTRUCTURE IMPROVEMENTS (P-51-10)
PROJECT AREA 1 – GRANT RD, VANS AVE, SOUTHERN AVE, AND JOHNSON AVE
PROJECT AREA 2 – DREW ST, INWOOD TE, INWOOD CIR, ASHLAND ST
PROJECT AREA 3 – SESSIONS LA, CALJON RD, WRIGHT AVE

CITY OF JACKSONVILLE, FLORIDA

I. PROJECT DESCRIPTION

A. The purpose of this scope of services is to provide final design services for the proposed roadway improvements for three (3) project areas in Pine Forest and identified by Attachment 1. The proposed improvements will be based on those identified in the Preliminary Engineering Report for Pine Forest Infrastructure Improvements.

B. The project limits are as follows :

Project Area 1 - Grant Avenue from Emerson Avenue to Jernigan Road (4,030 LF), Vans Avenue (840 LF), Southern Avenue (430 LF), and Johnson Avenue (1,340 LF). Specific design scope includes the following:

- **Grant Rd.** – Construct curb and gutter, mill and resurface existing pavement, new signing and striping to improve school and traffic safety. Shallow swales will be constructed behind the curb and gutter to convey stormwater runoff.
- **Vans Ave.** – Construct curb and gutter and mill and resurface existing pavement. Shallow swales will be constructed behind the curb and gutter to convey stormwater runoff.
- **Southern Ave.** - Construct curb and gutter and mill and resurface existing pavement. Shallow swales will be constructed behind the curb and gutter to convey stormwater runoff.
- **Johnson Ave.** - Construct curb and gutter and mill and resurface existing pavement. Shallow swales will be constructed behind the curb and gutter to convey stormwater runoff.

Project Area 2 – Drew St. from Kingwood Road to Sheridan Lane (1,350 LF), Inwood Terrace from St. Augustine Road to Inwood Circle (1,480 LF), Inwood Circle (1,430 LF), and Ashland Street (1,220 LF). Specific design scope includes the following:

- **Drew St.** – Construct curb and gutter, and a closed stormwater collection system, mill and resurface existing pavement, add sidewalk to provide connection to existing pedestrian facility. Water and sewer adjustments.
- **Inwood Ter.** – Mill and resurface existing pavement and repair/replace existing curb and gutter. Add sidewalk from Drew St. to St. Augustine Rd.
- **Inwood Cir.** - Mill and resurface existing pavement and repair/replace existing curb and gutter.
- **Ashland St.** - Construct curb and gutter, mill and resurface existing pavement.

Project Area 3 – Sessions Lane (1,640 LF), Caljon Road (1,115 LF), and Wright Avenue (1,130 LF). Specific design scope includes the following:

- **Sessions Lane** – Construct curb and gutter, and a closed stormwater collection system, mill and resurface existing pavement. Water, sewer, and overhead utility pole adjustments.
 - **Caljon Road** – Construct curb and gutter, and a closed stormwater collection system, mill and resurface existing pavement. Water main and overhead utility pole adjustments.
 - **Wright Avenue** – Construct curb and gutter, and a closed stormwater collection system, 5-foot pavement widening, mill and resurface existing pavement. Minor water main and overhead utility pole adjustments.
- C. It is intended that the Consultant's services will result in all drawings, specifications, and other documents needed for the City to seek bids and contract for construction of the projects.
- D. Consultant's services on the projects may be in two (2) phases, Final Design and Construction Administration, with separate negotiation and fee for each phase. At the City's option and upon completion of the final design phase, Consultant's services may be extended to include a construction administration phase after negotiation of mutually satisfactory terms.

II. FINAL DESIGN PHASE– 50% AND 100% SUBMITTAL

A. FINAL DESIGN PHASE

The Consultant shall prepare for incorporation into the Contract Documents detailed construction drawings and specifications to show the work to be performed by contractors on the Projects. Drawings with opinions of probable cost and supporting documents will be submitted for review and approved by the City at 50% and 100% completion stages. Any changes, refinements, or modifications, which may be required after each review, shall be completed by the Consultant and submitted to the City for approval at the next completion stage. Additionally, the Consultant will provide the City with the following specialty services:

- **Survey**
- **Geotechnical Services**

The Consultant will prepare all plans and permit applications related to all required City permits. The Consultant will assist the City in all negotiations and communications required during the processing of these permits. SJRWMD and USACE permits are not anticipated and therefore not included under this scope of services.

The proposed improvements are not anticipated to require additional right-of-way/easements, thus right-of-way services are not included under this scope of services.

B. BIDDING PHASE

The Bidding Phase is not included under this scope of services. At the City's option and upon completion of the final design phase, Consultant's services may be extended to include a bidding phase and construction administration phase.

III. PROJECT REQUIREMENTS

A. ROADWAY ANALYSIS AND PLANS

The Consultant will perform the necessary roadway analysis and prepare 100% phase construction plan sheets, notes and details for a complete set of roadway construction documents for the infrastructure improvements described in section I.B. The Consultant shall prepare a separate plan set for each project area (3) to include, as required, the following: Key Sheet, Typical Section Sheet(s) with notes, Summary of Quantities, Survey Control Sheet(s), Plan/Profile Sheets, Cross Sections, Temporary Traffic Control Details, and Signing and Pavement Marking Details.

B. DRAINAGE ANALYSIS AND PLANS

The Consultant will perform the necessary drainage analysis for curb inlet and flume placement, roadway ditches/swale, and closed collection systems. Analysis will also be performed to determine the attenuation and treatment volumes that will be required for Project Area 3. Pond design is not included under this scope of services. The Consultant shall prepare the following drainage related plan sheets, as required: Drainage Map(s), Drainage Structure Cross Sections, and Stormwater Pollution Prevention Plan/Erosion Control Plan.

C. UTILITY COORDINATION

The Consultant shall be responsible for coordinating all design with the affected utility companies in order to minimize utility conflicts.

1. **Utility Contacts** – The Consultant shall verify the utilities identified during the study phase and re-contact the known private and public utility companies within the project area. The plans shall depict all existing utilities based on utility markups/plans to be provided by the utility companies. The Consultant shall request one set of color coded plans (at the 50% design phase or sooner) from each affected utility company depicting the location of existing utilities.
2. **Prepare Utility Adjustment Sheets** – The Consultant shall include Utility Adjustment Sheets, as necessary to convey anticipated relocations provided by the affected utility company.
3. **Coordination with Utility Companies** – The Consultant will be responsible for providing technical data to the utility companies to determine the effects the project has on existing and proposed utilities. The Consultant will assist the City in preparing and negotiating any necessary utility agreements, and the preparation of maps for distribution to the utility companies.
4. **Subsurface Utility Exploration** – The Consultant will provide all services required for obtaining horizontal and vertical verification of subsurface utilities that may be in conflict with the proposed improvements. The fee for these services will be included with the Topographic Survey.
5. **Utility relocation design services** are not included in this scope of services. If relocations and/or upgrades are identified as necessary by an affected utility company, the relocation design work will be addressed separately.

D. ENVIRONMENTAL PERMITTING

The proposed improvements are not anticipated to require environmental permitting. The Consultant will coordinate with the SJRWMD for a "no permit required" determination. Thus this scope of services does not include efforts required to submit environmental permits.

E. SURVEY

1. Baseline Control – The Consultant shall establish control line relative to the existing right-of-way, with all ground control points referenced to State Plane Coordinates, NAD83 for future use. *Baseline Control will also be established for Geneve Street and Kingswood Drive under this scope of services to expedite possible future survey efforts if Project Area 2 is expanded.*
2. Bench Levels – Vertical control for the project will originate from existing benchmarks with required bench marks established. Benchmarks will also be referenced to facilitate reestablishment at a future date. Vertical control shall reference NAVD88.
3. Topography - The Consultant shall acquire topography with the designated project areas to include; existing pavement, sidewalks, curb and gutters, fences, drainage structures, aboveground utilities, etc... which may affect the design of the project. Topographic survey will include the limits defined in section 1.B to include 5 feet beyond the existing right-of-way.
4. Underground Utilities – Soft digs will be performed at all utility conflict locations. Up to 48 soft digs will be performed.
5. Wetland Surveys – N/A
6. Tree Survey – N/A

F. GEOTECHNICAL

The Consultant shall provide pavement cores to identify the existing pavement structure to enable informed design decisions to be made for the proposed milling and resurfacing pavement design. Up to 20 pavement cores will be performed to determine thickness of asphalt, base, and composition of subgrade. Up to 5 auger borings will be performed to depths of 6 feet to identify soil types and ground water levels.

G. ENVIRONMENTAL ASSESSMENT – PHASE 1 & 2

The consultant shall perform Phase 1 and Phase 2 Environmental Assessments on properties being considered for purchase for pond sites. No work shall be performed unless specifically requested by the City.

IV. PROJECT SUBMITTAL REQUIREMENTS

1. Project Schedules will be submitted within ten (10) days after Notice-To-Proceed, the Consultant shall provide a schedule of calendar deadlines.
2. Phase submittals will be 50%, 100%, and Final. Periodic interim review meetings will be held to serve as informal submittals.
3. After each submittal is reviewed, review comments will be forwarded to the Consultant to address. Depending on the number and nature of the comments, a review meeting may be held to resolve any questions or concerns the Consultant may have. A written response indicating the disposition of each comment will be required within two (2) weeks after all comments are received by the Consultant.
4. Tabulation of Quantities will only be presented in the bid proposal and NOT in the plans. If additional information beyond bid quantities is needed for a particular item, it will be tabulated in the Special Conditions of the Specifications Package. A quantity tabulation booklet will be

prepared by the Consultant to support the quantities listed in the bid quantity tabulation and submitted with the 100% Plans.

5. **Opinion of Probable Construction Cost (OPCC):** The Consultant shall be responsible for preparing an OPCC for the City's review. A detailed OPCC shall be prepared at the 50%, 100%, and Final Phase submittals.
6. The 50% and 100% submittals for each project area will include five (5) plan sets for each submittal and the Final submittal will include ten (10) plan sets. One (1) copy of the opinion of probable construction cost and design documentation will be submitted with each submittal. Ten (10) copies of the Specifications Package will be submitted with the final submittal for each project. One (1) copy of the quantity tabulation booklet will be submitted with the 100% plans for each project.

V. CITY OF JACKSONVILLE – ENGINEERING DIVISION RESPONSIBILITIES

1. **Documents and Existing Data/Information.** Provide any and all related plans, maps, and other pertinent information essential to the satisfactory completion of the work.
2. **Reviews.** The assigned City Project Manager will provide timely reviews of the Consultant's work in accordance to the agreed to schedule. Each review period by the City will be approximately 2-4 weeks, depending on complexity and stage of completion. City will provide Consultant formal written comments to be addressed.
3. **Public Meetings.** The assigned City Project Manager, or designated other, will conduct the public meeting. The City's Public Outreach Coordinator, or designated other, will conduct all notification of affected property owners for notice and coordination of the public informational meeting. This includes all parcel research to determine those properties related to the CDBG and or other pertinent requirements within a specified distance of the Project and/or notice requirements prior to the meeting. The City will also be responsible for rental and/or costs of use for the meeting facilities and/or the equipment necessary to conduct the meeting, as required. The consultant will attend one (1) public meeting to include all three (3) project areas at the same meeting.

VI. PROGRESS REPORTING

The Consultant will provide a schedule for all activities anticipated as part of this Study. Microsoft Project or Primavera scheduling software will be used to build and maintain the design schedule. All significant milestones will be identified. The Consultant will submit an updated schedule on a monthly basis to the City's Project Manager. This schedule will accompany and support the Consultant's Invoice. In those instances where no invoice will be submitted, the updated schedule will still be required. In the event of unforeseen delays, the Consultant will attempt to minimize these delays and report on actions taken to maintain the original schedule. Any changes made to the schedule will be explained. Significant activities for the past month and projected activities for the next month will be highlighted. Any support requests or issues will be identified with recommendations from the Consultant.

VII. NOTICE TO PROCEED

No work on the Project will be performed until a contract has been executed and a Notice to Proceed is issued by the City that specifically authorizes such work.

VIII. RE-ALLOCATION OF PROPOSED SCOPE / FEE ITEMS OF WORK

Upon mutual agreement by City/Consultant, proposed scope and fee items of work may be re-allocated on an as-needed basis to facilitate overall Project needs and objectives that may result as specific Tasks are sequentially completed. This includes both Prime Consultant and Subconsultant proposed scope and fee items as described herein.

**EXHIBIT D
CONTRACT FEE SUMMARY FORMAT FOR ENGINEERING DIVISION
CITY OF JACKSONVILLE, FLORIDA**

PART I - GENERAL				
1. Project Pine Forest Infrastructure Improvements Final Design - Project Areas 1 - 3		2. Proposal Number P-51-10		
3. Name of Consultant Ayres Associates Inc.		4. Date of Proposal 11/7/2014		
PART II - LABOR RELATED COSTS				
5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Officer/QA Manager	\$ 63.00	57	\$ 3,591.00	3,591.00
Project Manager	\$ 52.00	329	\$ 17,108.00	17,108.00
Sr. Design Engineer (Licensed)	\$ 48.00	336	\$ 16,128.00	16,128.00
Design Engineer (Licensed)	\$ 43.00	318	\$ 13,674.00	13,674.00
Designer/Technician	\$ 33.00	286	\$ 9,438.00	9,438.00
CADD Operator	\$ 29.00	336	\$ 9,744.00	9,744.00
Clerical	\$ 20.00	86	\$ 1,720.00	1,720.00
TOTAL DIRECT LABOR	\$40.85	1748		\$ 71,403.00
6. Overhead (Combined Fringe Benefit & Administrative)				
Overhead Rate		150 % x Total Direct Labor		\$ 107,104.50
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				\$ 178,507.50
8. PROFIT: Labor Related Costs (Item 7)				\$ 17,850.75
				x 10%
PART III - OTHER COSTS				
9. Miscellaneous Direct Costs				
Transportation & Shipping			\$ 641.75	
Original Reproducibles			\$ 2,960.00	
Reproduction			\$ 1,708.00	
Other			\$ 0.00	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL				\$ 5,309.75
10. SUBCONTRACTS (Lump Sum)				
C&ES Consultants (Project Area 2)			\$ 133,563.00	
Adkinson Engineering, P.A. (Project Area 3 - Drainage)			\$ 20,586.00	
Five Points Design Group, Inc. (Project Area 3 - Drainage)			\$ 20,586.00	
SUB-CONTRACT SUB-TOTAL				\$ 174,735.00
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)				\$ 376,403.00
11. REIMBURSABLE COSTS (Limiting Amount)				
Topographic Survey (Ghioito & Associates)			\$ 84,415.00	
Topographic Survey (Cardno TBE)			\$ 48,490.00	
Geotechnical Investigations (CSI)			\$ 6,500.00	
Environmental Phase I/II & Coordination (Aerostar/Ayres)			\$ 39,000.00	
SUB-TOTAL REIMBURSABLES				\$ 178,405.00
PART IV - SUMMARY				
TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10 and 11)				\$ 554,808.00
12. TOTAL PRIOR CONTRACT AMOUNT				\$ 235,317.00
TOTAL AMENDED CONTRACT AMOUNT				\$ 790,125.00

SECTION 3 CLAUSE

This Contract and all Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low, and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice of knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian Housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (1) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

EXHIBIT "E"

Appendix to Part 135

I. Examples of Efforts to Offer Training and Employment Opportunities to Section 3 Residents

- (1) Entering into "first source" hiring agreements with organizations representing Section 3 residents.
- (2) Sponsoring a HUD-certified "Step-Up" employment and training program for Section 3 residents.
- (3) Establishing training programs, which are consistent with the requirements of the Department of Labor, for public and Indian housing residents and other Section 3 residents in the building trade.
- (4) Advertising the training and employment positions by distributing flyers (which identify positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development or developments where category 1 or category 2 persons (as these terms are defined in Sec. 135.34) reside.
- (5) Advertising the training and employment positions by posting flyers (which identify positions to be filled, the qualifications required, and where to obtain additional information about the application process) in the common areas or other prominent area of the housing development or developments, For HA's post such advertising in the housing development or developments where category 1 or category 2 persons reside; for all other recipients, post such advertising in the housing development or developments and transitional housing in the neighborhood or service area of the Section 3 covered project.
- (6) Contacting resident councils, resident management corporations or other resident organizations, where they exist, in the housing development or developments where category 1 or category 2 persons reside, and community organizations in HUD-assisted neighborhoods, to request the assistance of these organizations in notifying residents of the training and employment positions to be filled.
- (7) Sponsoring (scheduling, advertising, financing or providing in-kind services) a job information meeting to be conducted by an HA or contractor representative or representatives at a location in the housing development or developments where category 1 or category 2 persons reside or in the neighborhood or service area of the Section 3 covered project.
- (8) Arranging assistance in conducting job interviews and completing job applications for residents of housing development or developments where category 1 or category 2 persons reside and in the neighborhood or service area in which a Section 3 project is located.
- (9) Arranging for a location in the housing development or developments where category 1 persons reside, or the neighborhood or service area of the project, where job applications may be delivered to and collected by a recipient or contractor representative or representatives.
- (10) Conducting job interviews at the housing development or developments where category 1 or category 2 persons reside, or at a location within the neighborhood or service area of the Section 3 covered project.
- (11) Contacting agencies administering HUD Youth Build Programs, and requesting their assistance in recruiting HUD Youthbuild program participants for the HA's or contractor's training and employment positions.
- (12) Consulting with State and local agencies administering training programs funded through JTPA or JOBS, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 residents for the HA's or contractor's training and employment positions.
- (13) Advertising the jobs to be filled through local media, such as community television networks, newspapers of general circulation, and radio advertising.
- (14) Employing a job coordinator, or contracting with a business concern that is licensed in the field of job placement (preferably one of the Section 3 business concerns identified in part 135), that will undertake, on behalf of the HA, other recipient or contractor, the efforts to match eligible and qualified Section 3 residents with the training and employment positions that the HA or contractor intends to fill.
- (15) For an HA, employing Section 3 residents directly on either a permanent or a temporary basis to perform work generated by Section 3 assistance. (This type of employment is referred to as "force account labor" in HUD's Indian housing regulations. See 24 CFR 905.102, and Sec. 905.201(a)(6).)
- (16) Where there are more qualified Section 3 residents than there are positions to be filled, maintaining a file of eligible qualified Section 3 residents for future employment positions.
- (17) Undertaking job counseling, education and related programs in association with local educational institutions.
- (18) Undertaking such continued job training efforts as may be necessary to ensure the continued employment of Section 3 residents previously hired for employment opportunities.

EXHIBIT "E"

- (19) After selection of proposers but prior to execution of contracts, incorporating into the contract a negotiated provision for a specific number of public housing or other Section 3 residents to be trained or employed on the Section 3 covered assistance.
- (20) Coordinating plans and implementation of economic development (e.g., job training and preparation, business development assistance for residents) with the planning for housing and community development.

II. Examples of Efforts to Award Contracts to Section 3 Business Concerns

- (1) Utilizing procurement procedures for Section 3 business concerns similar to those provided in 24 CFR part 905 for business concerns owned by Native Americans (see Section III of this Appendix).
- (2) In determining the responsibility of potential contractors, consider their record of Section 3 compliance as evidenced by past action and their current plans for the pending contract.
- (3) Contacting business assistance agencies, minority contractors associations and community organizations to inform them of contracting opportunities and requesting their assistance in identifying Section 3 businesses which may solicit bids or proposals for contracts for work in connection with Section 3 covered assistance.
- (4) Advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas or other prominent areas of the housing development or developments owned and managed by the HA.
- (5) For HA's, contacting resident councils, resident management corporations, or other resident organizations, where they exist, and requesting their assistance in identifying category 1 and category 2 business concerns.
- (6) Providing written notice to all known Section 3 business concerns of the contracting opportunities. This notice should be in sufficient time to allow the Section 3 business concerns to respond to the bid invitations or request for proposals.
- (7) Following up with Section 3 business concerns that have expressed interest in the contracting opportunities by contacting them to provide additional information on the contracting opportunities.
- (8) Coordinating pre-bid meetings at which Section 3 business concerns could be informed of upcoming contracting and subcontracting opportunities.
- (9) Carrying out workshops on contracting procedures and specific contract opportunities in a timely manner so that Section 3 business concerns can take advantage of upcoming contracting opportunities, with such information being made available in languages other than English where appropriate.
- (10) Advising Section 3 business concerns as to where they may seek assistance to overcome limitations such as inability to obtain bonding, lines of credit, financing, or insurance.
- (11) Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways to facilitate the participation of Section 3 business concerns.
- (12) Where appropriate, breaking out contract work items into economically feasible units to facilitate participation by Section 3 business concerns.
- (13) Contacting agencies administering HUD Youth Build Programs, and notifying these agencies of the contracting opportunities.
- (14) Advertising the contracting opportunities through trade association papers and newsletters, and through the local media, such as community television networks, newspapers of general circulation, and radio advertising.
- (15) Developing a list of eligible Section 3 business concerns.
- (16) For HA's, participating in the "Contracting with Resident-Owned Businesses" program provided under 23 CFR part 963.
- (17) Establishing or sponsoring programs designed to assist resident of public or Indian housing in the creation and development of resident-owned businesses.
- (18) Establishing numerical goals (number of awards and dollar amount of contracts) for award of contracts to Section 3 business concerns.
- (19) Supporting businesses which provide economic opportunities to low income persons by linking them to the support services available through the Small Business Administration (SBA), the Department of Commerce and comparable agencies at the State and local levels.
- (20) Encouraging financial institutions, in carrying out their responsibilities under the Community Reinvestment Act, to provide no or low interest loans for providing working capital and other financial business needs.

EXHIBIT "E"

- (21) Actively supporting joint ventures with Section 3 business concerns.
- (22) Actively supporting the development or maintenance of business incubators which assist Section 3 business concerns.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/18/2015

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 Arthur J. Gallagher Risk Management Services, Inc. 21 South Barstow Suite 210 Eau Claire WI 54701-2620	CONTACT NAME: Sharon Bannach PHONE (A/C, No, Ext): 262-792-2214 FAX (A/C, No): 262-792-1712 E-MAIL ADDRESS: Sharon_Bannach@ajg.com														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Travelers Property Casualty Co of A</td> <td>25674</td> </tr> <tr> <td>INSURER B : Travelers Indemnity Co of America</td> <td>25666</td> </tr> <tr> <td>INSURER c : The Travelers Indemnity Company of</td> <td>25682</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Property Casualty Co of A	25674	INSURER B : Travelers Indemnity Co of America	25666	INSURER c : The Travelers Indemnity Company of	25682	INSURER D :		INSURER E :		INSURER F :
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INSURER F :															
INSURED AYRES ASSOCIATES INC PO BOX 1590 EAU CLAIRE, WI 54702-1590	AYREASS-02														

COVERAGES **CERTIFICATE NUMBER: 1404184959** **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		P6302183P260TIA15	1/1/2015	1/1/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
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			P8103790P125TIL15	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0			PSMCUP3790P149TIL15	1/1/2015	1/1/2016	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	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	PJUB2528P88115(AOS) PEUB2522P94415(FL&WI)	1/1/2015 1/1/2015	1/1/2016 1/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

Re: Pine Forest Infrastructure Improvements Project

The City of Jacksonville is named as an Additional Insured under the General Liability Policy.

CERTIFICATE HOLDER

CANCELLATION

City of Jacksonville 117 W Duval Street, Suite 480 Jacksonville FL 32202	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 <i>Kristina Winterfeldt</i>
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AYREASS-01

RSAUER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/18/2015

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PRODUCER Johnson Insurance Madison 525 Junction Road Madison, WI 53717	CONTACT NAME: Mary Jo Nowak, AU, CIC, ARM, RPLU PHONE (A/C, No, Ext): (608) 203-3880 FAX (A/C, No): (877) 254-8586 E-MAIL ADDRESS: mnowak@johnsonins.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : RLI Insurance Group	NAIC # 13056
INSURED	
Ayres Associates Inc 3433 Oakwood Hills Pkwy Eau Claire, WI 54701	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

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

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab			RDP0015748	06/30/2014	06/30/2015	Each Claim 5,000,000
A	Professional Liab			RDP0015748	06/30/2014	06/30/2015	Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Pine Forest Infrastructure Improvements Project

CERTIFICATE HOLDER**CANCELLATION**

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