

**SIXTH AMENDMENT TO AGREEMENT  
BETWEEN  
THE CITY OF JACKSONVILLE  
AND  
KING ENGINEERING ASSOCIATES, INC.  
FOR  
HAMILTON/JERSEY OUTFALL DRAINAGE IMPROVEMENTS**

**THIS SIXTH AMENDMENT** to Agreement is made and entered into in duplicate this 13 day of April, 2015, by and between the CITY OF JACKSONVILLE, a municipal corporation in Duval County, Florida (hereinafter the "CITY"), and KING ENGINEERING ASSOCIATES, INC., a Florida profit corporation with offices at 6500 Bowden Road, Suite 290, Jacksonville, Florida 32216 (hereinafter the "CONSULTANT"); for engineering services for the Hamilton/Jersey Outfall Drainage Improvements (hereinafter the "Project").

**RECITALS:**

**WHEREAS**, on August 13, 2009, the parties entered into City of Jacksonville Contract No. 8374-06 (hereinafter the "Agreement") for the Project; and

**WHEREAS**, said Agreement has been amended five (5) times previously; and

**WHEREAS**, said Agreement should be amended further by: adding and incorporating a revised Scope of Services, attached hereto and by this reference made a part hereof as **Exhibit "K"**; adding and incorporating a revised Contract Fee Summary, attached hereto and by this reference made a part hereof as **Exhibit "L"**; increasing the professional fee for Post Design Services, as described in **Exhibit "K"**, by \$19,324.53, as detailed in **Exhibit "L"**, to a new maximum not-to-exceed \$49,324.52; increasing the professional fee for Construction Management and Inspection Services, as described in **Exhibit "K"**, by \$105,584.05, as detailed in **Exhibit "L"**, to a new maximum not-to-exceed \$253,760.65; reducing the professional fee for

Geotechnical Investigations, as described in **Exhibit “K”**, by \$682.48, as detailed in **Exhibit “L”** to a new maximum not-to-exceed \$16,818.83; reducing the professional fee for Environmental Permitting, as described in **Exhibit “K”**, by \$7,829.26, as detailed in **Exhibit “L”** to a new maximum not-to-exceed \$10,590.10; reducing the professional fee for Transportation and Shipping, as described in **Exhibit “K”**, by \$292.00, as detailed in **Exhibit “L”** to a new maximum not-to-exceed \$197.00; reducing the professional fee for Reproduction, as described in **Exhibit “K”** by \$1,304.00, as detailed in **Exhibit “L”**, to a new maximum not-to-exceed \$3,042.80; reducing the professional fee for Permanent Easements and TCE’s Legal Descriptions, as described in **Exhibit “K”** by \$41,730.00, as detailed in **Exhibit “L”**, to a new maximum not-to-exceed \$0.00; by reducing the professional fee for USACE Permitting-Coordination with federal agencies, as described in **Exhibit “K”** by \$3,897.98, as detailed by **Exhibit “L”** to a new maximum not-to-exceed \$0.00; reducing the professional fee for Public Relations, as described in **Exhibit “K”** by \$2,832.46, as detailed in **Exhibit “L”**, to a new maximum not-to-exceed \$0.00; reducing the professional fee for Subsurface Utility Exploration, as described in **Exhibit “K”** by \$18,264.00, as detailed in **Exhibit “L”**, to a new maximum not-to-exceed \$12,220.00; making conforming references to **Exhibit “L”**; and, increasing the maximum indebtedness by an amount not-to-exceed \$48,076.40 to a new total maximum indebtedness not-to-exceed \$807,279.55, with all other provisions, terms, and conditions of said Agreement remaining unchanged; now therefore

**IN CONSIDERATION** of the Agreement and of the mutual covenants and agreements hereinafter contained, the parties agree to amend the 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, entitled “Statement of Consultant Services”, is amended in part to revise the Scope of Services by adding and incorporating **Exhibit “K”**, and as amended shall read as follows:

**“1.01 STATEMENT OF CONSULTANT SERVICE**

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’, ‘C’, ‘E’, ‘G’, ‘I’, and ‘K’** and, by this reference, made a part hereof. 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 3.02.09 of said Agreement is amended by increasing the professional fee for Post Design Services, as described in **Exhibit “K”**, by \$19,324.53, as detailed in **Exhibit “L”**, to a new maximum not-to-exceed \$49,324.52, and as amended shall read as follows:

“3.02.09. For Post Design Services, as described in Exhibits ‘G’ and ‘K’, an amount not-to-exceed FORTY-NINE THOUSAND THREE HUNDRED TWENTY-FOUR AND 52/100 DOLLARS (\$49,324.52, as detailed in Exhibits ‘H’ and ‘L’.”

4. Section 3.02.11 of said Agreement is amended by increasing the professional fee for Construction Management and Inspection Services, as described in Exhibit “K”, by \$105,584.05, as detailed in Exhibit “L”, to a new maximum not-to-exceed \$253,760.65, and as amended shall read as follows:

“3.02.11. For Construction Management and Inspection Services, as described in Exhibits ‘I’ and ‘K’, an amount not to exceed TWO HUNDRED FIFTY-THREE THOUSAND SEVEN HUNDRED SIXTY AND 65/100 DOLLARS (\$253,760.65), as detailed in Exhibits ‘J’ and ‘L’.”

5. Section 3.02.01 of said Agreement is amended by reducing the professional fee for Geotechnical Investigations, as described in Exhibit “K”, by \$682.48, as detailed in Exhibit “L”, to a new maximum not-to-exceed \$16,818.83, and as amended shall read as follows:

“3.02.01. For Geotechnical Investigations, as described in Exhibits ‘A’, ‘C’, ‘E’, ‘G’, ‘I’, and ‘K’, an amount not-to-exceed SIXTEEN THOUSAND EIGHT HUNDRED EIGHTEEN AND 83/100 DOLLARS (\$16,818.83), as detailed in Exhibits ‘B’, ‘D’, ‘F’, ‘H’, ‘J’ and ‘L’.”

6. Section 3.02.02 of said Agreement is amended by reducing the professional fee for Environmental Permitting, as described in Exhibit “K”, by \$7,829.26, as detailed in Exhibit “L”, to a new maximum not-to-exceed \$10,590.10, and as amended shall read as follows:

“3.02.02. For Environmental Permitting, as described in **Exhibits ‘E’ and ‘K’**, an amount not-to-exceed TEN THOUSAND FIVE HUNDRED NINETY AND 10/100 DOLLARS (\$10,590.10), as detailed in **Exhibits ‘F’ and ‘L’.**”

7. Section 3.02.03 is amended by reducing the professional fee for Transportation and Shipping, as described in **Exhibit “K”**, by \$292.00, as detailed in **Exhibit “L”**, to a new maximum not-to-exceed \$197.00, and as amended shall read as follows:

“3.02.03. For Transportation and Shipping, as described in **Exhibits ‘E’ and ‘K’**, an amount not-to-exceed ONE HUNDRED NINETY-SEVEN AND 00/100 DOLLARS (\$197.00), as detailed in **Exhibits ‘F’ and ‘L’.**”

8. Section 3.02.04 is amended by reducing the professional fee for Reproduction, as described in **Exhibit “K”**, by \$1,304.00, as detailed in **Exhibit “L”**, to a new maximum not-to-exceed \$3,042.80, and as amended shall read as follows:

“3.02.04. For Reproduction, as described in **Exhibits ‘E’ and ‘K’**, an amount not-to-exceed THREE THOUSAND FORTY-TWO AND 80/100 DOLLARS (\$3,042.80), as detailed in **Exhibits ‘F’ and ‘L’.**”

9. Section 3.02.05 is amended by reducing the professional fee for Permanent Easements and TCE’s Legal Descriptions, as described in **Exhibit “K”**, by \$41,730.00, as detailed in **Exhibit “L”**, to a new maximum not-to-exceed \$0.00, and as amended shall read as follows:

“3.02.05. For Permanent Easements and TCE’s Legal Descriptions as described in **Exhibits ‘E’ and ‘K’**, an amount not-to-exceed ZERO AND 00/100 DOLLARS (\$0.00), as detailed in **Exhibits ‘F’ and ‘L’.**”

10. Section 3.02.06 is amended by reducing the professional fee for USACE Permitting-Coordination with federal agencies, as described in **Exhibit “K”**, by \$3,897.98, as

detailed by **Exhibit “L”**, to a new maximum not-to-exceed \$0.00, and as amended shall read as follows:

“3.02.06. For USACE Permitting-Coordination with federal agencies, as described in **Exhibits ‘E’** and **‘K’**, an amount not-to-exceed ZERO AND 00/100 DOLLARS (\$0.00), as detailed in **Exhibits ‘F’** and **‘L’**.”

11. Section 3.02.07 is amended by reducing the professional fee for Public Relations, as described in **Exhibit “K”**, by \$2,832.46, as detailed in **Exhibit “L”**, to a new maximum not-to-exceed \$0.00, and as amended shall read as follows:

“3.02.07. Public Relations, as described in **Exhibits ‘E’** and **‘K’**, an amount not-to-exceed ZERO AND 00/100 DOLLARS (\$0.00), as detailed in **Exhibits ‘F’** and **‘L’**.”

12. Section 3.02.08 is amended by reducing the professional fee for Subsurface Utility Exploration, as described in **Exhibit “K”**, by \$18,264.00, as detailed in **Exhibit “L”**, to a new maximum not-to-exceed \$12,220.00, and as amended shall read as follows:

“3.02.08. For Subsurface Utility Exploration, as described in **Exhibits ‘E’** and **‘K’**, an amount not-to-exceed TWELVE THOUSAND TWO HUNDRED TWENTY AND 00/100 DOLLARS (\$12,220.00.00), as detailed in **Exhibits ‘F’** and **‘L’**.”

13. Section 3.03 in said Agreement is amended by making conforming references to new **Exhibit “L”**, 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', 'D', 'F', 'H', 'J', and 'L'. 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', 'D', 'F', 'H', 'J', and 'L', 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.”

14. Section 3.06 in said Agreement is amended by increasing the maximum indebtedness by an amount not-to-exceed \$48,076.40 to a new total maximum indebtedness not-to-exceed \$807,279.55, 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 EIGHT HUNDRED SEVEN THOUSAND TWO HUNDRED SEVENTY-NINE AND 55/100 DOLLARS (\$807,279.55).”

15. Add, attach, and incorporate new Exhibits “K” and “L” to and in said Agreement.

**SAVE AND EXCEPT** as expressly amended by this instrument, the provisions, terms, and conditions of said Agreement, as previously amended, 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 Sixth Amendment

the day and year first above written.

ATTEST:

CITY OF JACKSONVILLE

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



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

WITNESS:

KING ENGINEERING ASSOCIATES,  
INC.

By Andrea Longmire  
Signature  
Andrea Longmire  
Type/Print Name  
Corporate Administrator  
Title

By Keith Appenzeller  
Signature  
Keith Appenzeller  
Type / Print Name  
CEO  
Title

In compliance with Section 24.103(e) of the Ordinance Code 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. Ronald Helton  
Director of Finance  
8374-06 And 6

Form Approved:

James R. McCain  
Office of General Counsel



**SCOPE OF WORK  
P-03-09 ENGINEERING SERVICES FOR 5 DRAINAGE IMPROVEMENT PROJECTS  
HAMILTON/JERSEYOUTFALL IMPROVEMENTS  
CITY CONTRACT 8374-06  
CONTRACT AMENDMENT NO. 6**

**PART A  
POST DESIGN SERVICES  
REIMBURSABLE COSTS**

1. The CONSULTANT will be responsible for the review of construction shop drawings. Following receipt of authorization from the CITY, the CONSULTANT shall review the shop drawings. The CONSULTANT shall, upon completion of his review, submit the final shop drawings to the CITY for review, together with his recommendations regarding final acceptance.
2. The CONSULTANT shall provide to the CITY qualified representation during the construction phase to deal with issues concerning the intent and interpretation of the construction contract plans and documents prepared in the work. Should changed conditions be encountered in the field and when requested by the CITY, the CONSULTANT shall respond in a timely manner with suitable engineering solutions that take into account the changed conditions.

On site appearance of CONSULTANT shall be made during construction at the written request of the CITY or its designated representative. From time to time during construction the CONSULTANT may be requested by the CITY or its designated representative to review contractor proposed field changes or to respond with a recommended solution to remedy particular field situations not covered by the plans and specifications.

3. Fees for the services listed in this paragraph shall be compensated on an hourly basis, up to the limiting amount provided in the fee proposal approved with this scope. These fees may be assessed following the issuance of the notice to proceed to the contractor selected for the construction of the plans provided by the CONSULTANT as a part of this scope of services

PART B  
CONSTRUCTION MANAGEMENT & INSPECTION  
REIMBURSABLE COSTS

General

It shall be the responsibility of the Consultant to administer, monitor and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract.

The Consultant will observe the Contractor's work to determine the progress and quality of the work, identify discrepancies, report significant discrepancies to the Client, and direct the Contractor to correct such observed discrepancies.

Inform the Client's Project Manager of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor.

On-site Inspection

Monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications and special provisions for the Construction Contract to determine that the project is constructed in reasonable conformity with such documents. Maintain detailed accurate records of the Contractor's daily operations and of significant events that affect the work.

Monitor and inspect Contractor's Work Zone Traffic Control Plan and review modifications to the Work Zone Traffic Control Plan, including Alternate Work Zone Traffic Control Plan, in accordance with the City of Jacksonville's procedures. Consultant employees performing such services shall be qualified in Maintenance of Traffic.

Sampling and Testing

Require sampling and testing of component materials and completed work in accordance with the Construction Contract documents. The minimum sampling frequencies shall be as set out in the City of Jacksonville's specifications.

Determine the acceptability of all materials and completed work items on the basis of either test results, certified mill analysis or appropriate industry certifications.

Require Contractor to re-work or reconstruct any areas that fail the required sampling and testing specifications.

Project Management Services

Services include surveillance of Contractor activities, as well as, interpreting plans, specifications, and special provisions for the Construction Contract. Consultant shall maintain complete, accurate records of all activities and events relating to the project and properly document all project changes. Services include:

- 1) Schedule and conduct a Pre-construction meeting and another meeting prior to project final acceptance. The purpose of these meetings is to discuss the required documentation, including as-builts, necessary for permit(s) compliance.
- 2) Verify that the Contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project.
- 3) Analyze the Contractor's schedule(s) (i.e. Baseline(s), revised baseline(s), updates, as-builts, etc.) for compliance with the contract documents. Elements including, but not limited to, completeness, logic, durations, activity, flow, milestone dates, concurrency, resource allotment, and delays will be revised. Verify the schedule conforms with the construction phasing and MOT sequences, including all contract modifications. Provide a written review of the schedule identifying significant omissions, improbable or unreasonable activity durations, error in logic, and any other concerns.
- 4) Analyze problems that arise on the project and proposals submitted by the Contractor; work to resolve such issues, and process the necessary paperwork.
- 5) Monitor, inspect and document utility construction for conformance with the utility relocation plan. Identify potential utility conflicts and assist in the resolution of utility issues with the appropriate agencies and City.
- 6) Produce reports, verify quantity calculations and field measure for payment purposes as needed to prevent delays in Contractor operations and to facilitate prompt processing of such information in order to make timely payment to the Contractor.
- 7) Assist the Client in providing Public Information Services and be proactive in keeping the community aware of the status and traffic impact of the referenced project. Provide timely, professional responses to project inquiries including emails, telephone calls, etc..
- 8) Video tape the pre-construction conditions throughout the project limits. Provide a digital photo log or video of project activities, with heavy emphasis on potential claim items/issues and on areas of real/potential public controversy.

Exhibit L - Contract Fee Summary

| ATTACHMENT D<br>CONTRACT FEE SUMMARY FORMAT FOR THE ENGINEERING DIVISION<br>CITY OF JACKSONVILLE, FLORIDA |             |   |                |               |
|---|-------------|---|----------------|---------------|
| PART I - GENERAL  |             |   |                |               |
| 1. Project<br>Hamilton / Jersey Drainage  |             | 2. Proposal Number / Contract Number<br>P-03-09 / 8374.06 |                |               |
| 3. Consultant Name<br>King Engineering Associates, Inc.   |             | 4. Date of Proposal<br>12/4/2014                          |                |               |
| PART II - LABOR RELATED COSTS   |             |   |                |               |
| 5. Direct Labor   | Hourly Rate | Estimated Hours   | Estimated Cost | TOTALS        |
| Principal   | \$ 58.33    |   | \$ -           |               |
| Project Manager (PE)  | \$ 50.00    |   | \$ -           |               |
| Design Engineer (Licensed)  | \$ 36.61    |   | \$ -           |               |
| Designer / Technician (Non-Licensed)  | \$ 25.00    |   | \$ -           |               |
| CADD Operator/Drafter   | \$ 23.33    |   | \$ -           |               |
| Field Inspector   | \$ 30.00    |   | \$ -           |               |
| Clerical  | \$ 20.00    |   | \$ -           |               |
| <b>Total Direct Labor</b>   | \$ -        | 0   | \$ -           | \$ -          |
| 6. Overhead (Combined Fringe Benefit & Administrative)  |             |   |                |               |
| Overhead Rate   |             | 150.00% x Total Direct Labor                              |                | \$0.00        |
| 7. Subtotal: Labor + Overhead (Items 5 & 6)   |             |   | \$ -           |               |
| 8. Profit: Labor Related Costs  |             |   | Item 7 x 10%   | \$0.00        |
| PART III - OTHER COSTS  |             |   |                |               |
| 9. Miscellaneous Direct Costs   |             |   |                | \$ -          |
| 10. Subcontracts (Lump Sum)   |             |   |                |               |
| a)  |             |   |                |               |
| SUBCONTRACTS (LUMP SUM) SUBTOTAL  |             |   |                | \$0.00        |
| TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9, and 10)  |             |   |                |               |
| 11. Reimbursable Costs (Limiting Amount)  |             |   |                |               |
| a) Post Design Services (King Engineering)  |             |   | \$ 19,324.53   |               |
| b) Construction Management & Inspection (VIA Consulting)  |             |   | \$ 105,584.05  |               |
| c) Transportation & Shipping  |             |   | \$ (292.00)    |               |
| d) Reproductions  |             |   | \$ (1,304.00)  |               |
| e) Easements  |             |   | \$ (41,730.00) |               |
| f) Federal Agency Coordination  |             |   | \$ (3,897.98)  |               |
| g) Environmental  |             |   | \$ (7,829.26)  |               |
| h) Public Relations   |             |   | \$ (2,832.46)  |               |
| i) Subsurface Utility Locates   |             |   | \$ (18,264.00) |               |
| j) Geotechnical   |             |   | \$ (682.48)    |               |
| TOTAL REIMBURSABLE COSTS  |             |   |                | \$48,076.40   |
| PART IV - SUMMARY   |             |   |                |               |
| TOTAL AMOUNT OF THIS CONTRACT AMENDMENT (Lump Sum plus Reimbursables)<br>(Items 5, 6, 8, 9, 10 and 11)    |             |   |                | \$48,076.40   |
| 12. TOTAL PRIOR CONTRACT AMOUNT   |             |   |                | \$ 750,203.15 |
| TOTAL AMENDED CONTRACT AMOUNT   |             |   |                | \$807,279.55  |



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/7/2014

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

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

|   |   |                                    |
|---|---|------------------------------------|
| <b>PRODUCER</b><br>Brown & Brown Insurance - Clearwater<br>P.O. Box 2456<br>Suite 660<br>Clearwater FL 33757-2456 | <b>CONTACT NAME:</b> Robin Snell          |                                    |
|   | <b>PHONE (A/C, No. Ext):</b> 727-461-6044 | <b>FAX (A/C, No):</b> 727-442-7695 |
| <b>E-MAIL ADDRESS:</b> rsnell@bbpinellas.com  |   |                                    |
| <b>INSURER(S) AFFORDING COVERAGE</b>  |   | <b>NAIC #</b>                      |
| <b>INSURER A:</b> Valley Forge Insurance Company  |   | 20508                              |
| <b>INSURER B:</b> Transportation Insurance Co.  |   | 20494                              |
| <b>INSURER C:</b> Continental Casualty Co.  |   | 20443                              |
| <b>INSURER D:</b>   |   |                                    |
| <b>INSURER E:</b>   |   |                                    |
| <b>INSURER F:</b>   |   |                                    |

**COVERAGES** **CERTIFICATE NUMBER:** 1023532928 **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        | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> XCU Included<br><input checked="" type="checkbox"/> Broad Form PD<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | Y         | Y        | C2066728229   | 1/1/2014                | 1/1/2015                | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000<br>MED EXP (Any one person) \$5,000<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$2,000,000<br>PRODUCTS - COMP/OP AGG \$2,000,000<br>\$ |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS   | Y         | Y        | C2066728232   | 1/1/2014                | 1/1/2015                | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$   |
| B        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0  | Y         | Y        | C2066728246   | 1/1/2014                | 1/1/2015                | EACH OCCURRENCE \$5,000,000<br>AGGREGATE \$5,000,000<br>\$   |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N<br>If yes, describe under DESCRIPTION OF OPERATIONS below  |           | Y        | WC1063672015  | 1/1/2014                | 1/1/2015                | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$1,000,000<br>E.L. DISEASE - POLICY LIMIT \$1,000,000                          |
| C        | Professional Liability  |           |          | AEH113805181  | 1/1/2014                | 1/1/2015                | Per Claim 2,000,000<br>Per Aggregate 4,000,000   |

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

Certificate Holder is additional insured for:  
General Liability is included in Blanket Contractual Liability per form G140331D 01/13(attached).  
Auto Liability per CA 20 48 02 99 (attached)  
Umbrella per G-15057-C 06-05 (attached)

Waiver of Subrogation applies for:  
See Attached...

### CERTIFICATE HOLDER

### CANCELLATION

City of Jacksonville  
127 West Duval Street  
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

*Melvin T. Hancock*



**ADDITIONAL REMARKS SCHEDULE**

|  |           |  |  |
|--|-----------|--|--|
| AGENCY<br>Brown & Brown Insurance - Clearwater |           | NAMED INSURED<br>King Engineering Associates, Inc<br>4921 Memorial Hwy Ste 300<br>Tampa FL 33634 |  |
| POLICY NUMBER                                  |           | EFFECTIVE DATE:  |  |
| CARRIER  | NAIC CODE |  |  |

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Workers Compensation, General Liability, Automobile Liability and Umbrella per attached.

Coverage is Primary and Non Contributory as required by written contract per form G140331-D 01/13.

Umbrella follows form.

City of Jacksonville is additional insured per the above.  
 Project: Hamilton-Jersey Outfall Drainage Improvements- Study Phase

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.  
WAIVER OF TRANSFER RIGHTS OF RECOVERY AGAINST OTHERS**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
TRUCKERS COVERAGE FORM

**SCHEDULE**

Name of Person or Organization:

Blanket as required by written contract

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

We waive any right of recovery we may have against the person or organization shown in the Schedule because of payments we make for the injury or damage. This injury or

damage must arise out of your activities under a contract with that person or organization. The waiver applies only to the person or organization shown in the Schedule.

50020003220667282321983





## CHANGE ENDORSEMENT

**\*\*\* THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. \*\*\***

**THIS ENDORSEMENT IS A PART OF YOUR POLICY AND TAKES EFFECT ON THE EFFECTIVE DATE OF YOUR POLICY, UNLESS ANOTHER EFFECTIVE DATE IS SHOWN BELOW.**

### Waiver of Subrogation

We will waive any right of recovery we may have against the person or organization shown in the schedule below because of payments we make for injury or damage arising out of your work, done under a contract with that person or organization. The waiver applies only to that person or organization shown in the schedule below:

Name of Person or Organization:

BLANKET AS REQUIRED BY WRITTEN CONTRACT

|                   |                                      |
|-------------------|--------------------------------------|
| POLICY CHANGE NO. | EFFECTIVE DATE OF THIS POLICY CHANGE |
|-------------------|--------------------------------------|

COUNTERSIGNED \_\_\_\_\_ BY \_\_\_\_\_  
(DATE) (AUTHORIZED REPRESENTATIVE)



## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

*Any person or organization with whom you agree in writing to waive your right to recover against them. You must agree to this waiver prior to the date of loss.*

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – **Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization shown in the Schedule above.



POLICY NUMBER:

COMMERCIAL AUTO  
CA 20 48 02 99

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

|                        |                             |
|------------------------|-----------------------------|
| Endorsement Effective: | Countersigned By:           |
| Named Insured:         | (Authorized Representative) |

### SCHEDULE

**Name of Person(s) or Organization(s):**  
 ANY PERSON OR ORGANIZATION WHICH IS REQUIRED TO BE NAMED AS  
 AN ADDITIONAL INSURED AS A RESULT OF WRITTEN CONTRACT WITH  
 YOU.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

5002000320667282320522



**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Anyone per written contract

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

|                       |                              |                        |                 |
|-----------------------|------------------------------|------------------------|-----------------|
| Endorsement Effective | 01/01/2013-01-01-2014        | Policy No. C2066728229 | Endorsement No. |
| Insured               | King Engineering Assoc., Inc |                        | Premium \$      |

Insurance Company  
Valley Forge Insurance

Countersigned by \_\_\_\_\_



**BLANKET ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS –  
WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE**

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows:

**SCHEDULE (OPTIONAL)**

| Name of Additional Insured Persons Or Organizations         |
|---|
| (As required by "written contract" per Paragraph A. below.) |

| Locations of Covered Operations  |
|--|
| (As per the "written contract," provided the location is within the "coverage territory" of this Coverage Part.) |

- A. Section II - Who Is An Insured** is amended to include as an additional insured:
1. Any person or organization whom you are required by "written contract" to add as an additional insured on this Coverage Part; and
  2. The particular person or organization, if any, scheduled above.
- B.** The insurance provided to the additional insured is limited as follows:
1. The person or organization is an additional insured only with respect to liability for "bodily injury," "property damage," or "personal and advertising injury" caused in whole or in part by:
    - a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your ongoing operations specified in the "written contract"; or
    - b. "Your work" that is specified in the "written contract" but only for "bodily injury" or "property damage" included in the "products-completed operations hazard," and only if:
      - (1) The "written contract" requires you to provide the additional insured such coverage; and
      - (2) This Coverage Part provides such coverage.
  2. If the "written contract" specifically requires you to provide additional insurance coverage via the 10/01 edition of CG2010 (aka CG 20 10 10 01), or via the 10/01 edition of CG2037 (aka CG 20 37 10 01), or via the 11/85 edition of CG2010 (aka CG 20 10 11 85), then in paragraph **B.1.** above, the words 'caused in whole or in part by' are replaced by the words 'arising out of'.
  3. We will not provide the additional insured any broader coverage or any higher limit of insurance than:
    - a. The maximum permitted by law;
    - b. That required by the "written contract";
    - c. That described in **B.1.** above; or
    - d. That afforded to you under this policy, whichever is less.
  4. Notwithstanding anything to the contrary in Condition **4. Other Insurance** (Section **IV**), this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. But if required by the "written contract" to be primary and non-contributory, this insurance will be primary and non-contributory relative to insurance on which the additional insured is a

No person or organization is an insured with respect to the conduct of any current or past limited liability company that is not shown as a Named Insured in the Declarations.

- e. A corporation or organization, other than partnerships, joint ventures or limited liability companies, that you form, acquire or gain control of during the policy period, but only with respect to "bodily injury," "property damage" or "personal and advertising injury" taking place after you form, acquire or gain control of such corporation or organization.

2. Insured means the Named Insured and:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your employees, other than your executive officers and directors (if you are an organization other than a partnership, joint venture or limited liability company) or your members (if you are a limited liability company ) but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these employees or "volunteer workers" is an insured for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you; to your partners or members (if you are a partnership or joint venture) to your members (if you are a limited liability company) or to a co-employee while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-employee or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by;
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your employees, "volunteer workers" any partner or member (if you are a partnership or joint venture) or any member (if you are a limited liability company).

- b. A person or organization for whom you are required, by virtue of a written contract entered into prior to the "bodily injury," "property damage" or "personal and advertising injury" occurring or being committed, to provide the insurance that is afforded by this policy. This insurance applies only with respect to operations by you or on your behalf or to facilities you own or use, but only to the extent of the limits of insurance required by such contract, not to exceed the limits of insurance in this policy.

- c. Any other persons or organizations included as an insured under the provisions of the "scheduled underlying insurance" shown in the Declarations of this policy and then only for the same coverage, except for limits of insurance, afforded under such "scheduled underlying insurance."

However, If a blanket additional insured endorsement is attached to the general liability "scheduled underlying insurance" pursuant to a written or oral contract or agreement between you and another person or organization (called additional insured), this insurance is excess over such insurance provided to the additional insured subject to the following conditions:

- (1) If the limits specified in the written contract or agreement are less than the limits provided by the "scheduled underlying insurance," then no coverage is provided to the additional insured under this policy.
- (2) If the limits specified in the written contract or agreement are greater than the limits provided by the "scheduled underlying insurance," then this insurance is excess over the insurance provided by the "scheduled underlying insurance." The limits of insurance for the additional insured are the lesser of:
  - (i) The limits specified in the written contract; or
  - (ii) The limits of the "scheduled underlying insurance" plus the limits of this policy.

**SECTION III – LIMITS OF INSURANCE**

- 1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought;
  - c. Persons or organizations making claims or bringing "suits."

20020004620667282461670



PROCUREMENT DIVISION



090589

February 5, 2014

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

Dear Mayor Brown:

Ref: P-03-09 Engineering Services for 5 Drainage Improvement Projects – Hamilton/Jersey Outfall Improvements (Amendment No. 6)  
Department of Public Works

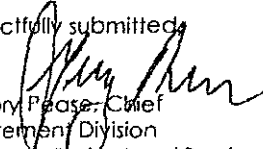
The Professional Services Evaluation Committee met today in Board Room 851, on the eighth floor of the Ed Ball Building, for the purpose of amending the above-referenced contract.

The following motion and/or recommendation was adopted:

That Contract No. 8374-6, originally executed August 13, 2009, with King Engineering Associates, Inc., for Engineering Services for 5 Drainage Improvement Projects – Hamilton/Jersey Outfall, is amended to (i) incorporate the attached Scope of Services identified as Exhibit 'K'; (ii) incorporate the attached Fee Summary identified as Exhibit 'L'; (iii) increase the not-to-exceed Limit for Post Design Services in the amount of \$19,324.53 to a new maximum of \$49,324.53; (iv) increase the not-to-exceed limit for Construction Management in the amount of \$105,584.05 to a new maximum of \$253,760.65; (v) reduce the not to exceed limits for: Geotechnical Investigations by \$682.48 to a new limit of \$16,818.83; Environmental Permitting by \$7,829.26 to a new limit of \$10,590.10; Transportation and Shipping by \$292.00 to a new limit of \$197.00; Reproductions in the amount of \$1,304.00 to a new limit of \$3,042.80; Permanent Easements and TCE's Legal Descriptions by \$41,730.00 to a new limit of \$0.00; USACE Permitting-Coordination with Federal Agencies by \$3,897.98 to a new limit of \$0.00; Public Relations by \$2,832.46 to a new limit of \$0.00 and Subsurface Utility Exploration by \$18,264.00 to a new limit of \$12,220.00; thereby (vi) increasing the maximum indebtedness to the City by \$48,076.40 to a new total maximum of \$807,279.55. All other terms and conditions, as previously amended, shall remain the same. 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 9<sup>th</sup> day of FEBRUARY, 2015

GP

cc: Council Auditor  
Jim McCann, OGC  
Mike Bryson, GAIS  
Subcommittee Members