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**PARCEL DESIGN AND REMEDIATION AGREEMENT
BETWEEN THE CITY OF JACKSONVILLE
AND
ENVIRONMENTAL RESTORATION, LLC**

**PROJECT DESCRIPTION: REMEDIATION FOR FIFTH & CLEVELAND SITE
(Parts 5 and 6)**

OWNER: CITY OF JACKSONVILLE, a Florida municipal corporation
Department of Public Works
Solid Waste Division
1031 Superior Street
Jacksonville, Florida 32202

DB FIRM: ENVIRONMENTAL RESTORATION, LLC, a foreign
limited liability company
1666 Fabrick Drive
St. Louis, Missouri 63026

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**AGREEMENT
BETWEEN
CITY OF JACKSONVILLE
AND
ENVIRONMENTAL RESORATION, LLC
FOR
PARCEL REMEDIATUION FOR 5TH AND CLEVELAND SITE – PARTS 5 & 6**

16 THIS PARCEL REMEDIATION AGREEMENT (“Agreement”) is made and entered into this March day of March, 2015 (the “Effective Date”) by and between the CITY OF JACKSONVILLE, a Florida municipal corporation (the “Owner”), and ENVIRONMENTAL RESTORATION, LLC, a foreign limited liability company corporation authorized to do business in Florida with offices located at 1666 Fabrick Drive, St. Louis, Missouri 63026, Federal I.D. No. 431799942 (the “DB Firm”) for parcel remediation of the 5th and Cleveland site (the “Remediation Site”).

**ARTICLE I
DB FIRM AND EXTENT OF AGREEMENT**

DB Firm accepts the relationship of trust and confidence established between it and Owner by this Agreement. It covenants with Owner to demonstrate high performance in the industry to its best skill and judgment and to cooperate in furthering the interests of Owner. It agrees to furnish efficient business administration and superintendence and use its best efforts to complete the Project in the best and soundest way and in the most expeditious and economical manner consistent with the best interests of Owner.

1.1 The DESIGN-BUILD TEAM

DB Firm, the Program Technical Director, and Owner, called the Design-Build Team, shall work jointly during design and through final construction and completion of parcel remediation on the Remediation Site (as defined herein) and shall be available thereafter should additional services be required. DB Firm will provide leadership during the design phase with direction from Owner. Specific representatives of the Design-Build Team are set forth in Exhibit A, attached hereto and made a part hereof by this reference..

1.2 EXTENT OF AGREEMENT

This Agreement for parcel remediation on the Remediation Site between Owner and DB Firm supersedes any prior negotiations, representations, or agreements. This Agreement shall not be superseded by any provisions of the documents for construction and may be amended only by written instrument signed by both Owner and DB Firm.

1.3 DEFINITIONS:

- A. Project – The Project is the total work to be performed under this Agreement. The Project consists of planning, design, permitting, parcel remediation and inspection for the Remediation Site.
- B. Owner – The City of Jacksonville, a Florida municipal corporation, acting through its Program Manager or those persons designated by the Program Manager to act on its behalf.
- C. DB Firm – Environmental Restoration, LLC, a foreign limited liability company, the primary and authorized representative of the DB Firm, which includes consultants and subcontractors. See Exhibit B. DB Firm’s personnel to be assigned for Design and their duties and responsibilities to this Project and the duration of their assignments are shown on Exhibit C. DB Firm’s personnel to be assigned during the Construction and their duties and responsibilities to the Project and the duration of their assignments are shown on Exhibits D and E.

- D. Parcel Remediation – The design and construction/remediation performed by DB Firm on the Part 5 Parcels, Part 6 Parcels, and additional parcels designated herein.
- E. Part 5 Parcels (or “Part 5”) - The fourth 100 residential zoning/land use or public zoning land use parcels located in the Remediation Site selected by Owner for design and construction/remediation by DB Firm, including but not limited to those Part 5 Parcels designated by asterisk on the parcel list contained on **Exhibit K**, attached hereto and incorporated herein by this reference.
- F. Part 6 Parcels (or “Part 6”) – The fifth 100 residential zoning/land use or public zoning land use parcels located in the Remediation Site selected by Owner for design and construction/remediation by DB Firm.
- G. Additional Parcels – Additional residential zoning/land use or public zoning land use parcels located in the Remediation Site that may be selected by Owner in increments of no less than ten (10) at DB Firm’s unit rates for design and construction/remediation subsequent to the completion of the remediation of the Part 5 Parcels and Part 6 Parcels.
- H. Program Technical Director – Owner’s representative to review, approve, and assist in the development of a design criteria package and design guidelines. The representative will review and approve all design documents and review and assist with the remediation of the above project.
- I. Program Manager – The person designated by Owner to provide direct interface with DB Firm with respect to the Owner’s responsibilities. See **Exhibit A**.
- J. Purchase Order – An accounting document generated by Owner provided to a contractor or vendor. The terms and conditions of the contract documents, except as expressly and clearly modified by Owner, shall be incorporated into any purchase order.
- K. Remediation Site – The area located within the Fifth and Cleveland Site more particularly described in the RFP and shown on the map attached hereto as **Exhibit I** and containing the Part 5 Parcels, the Part 6 Parcels, and the Additional Parcels.
- L. Request for Proposal – Request for Proposal Bid No. CP-0015-14 on file with Owner’s Procurement Division and incorporated herein by this reference.
- M. Services – The services to be performed by DB Firm pursuant to this Agreement, including but not limited to the services described in Section 2.1 and 2.2 of this Agreement and the Scope of Work attached hereto as **Exhibit J**.
- N. Substantial Completion – The term Substantial Completion shall mean that point at which the Project, or designated portion thereof, is at a level of completion in substantial compliance with this Agreement such that Owner or its designee can enjoy, use, or occupy it for its intended purpose. In the event the Project includes more than one phase, Owner, at its discretion, may set Substantial Completion dates for each phase and may impose provisions for liquidated damages for each phase. The Substantial Completion date for Part 5 of the Project is 278 calendar days (including 28 days for design submittals and 17 days for mobilization) from the issuance of the written notice from Owner for DB Firm to begin work, as further defined in Paragraph F of Attachment B to the RFP. The Substantial Completion Date for Part 6 of the Project shall be 278 calendar days following completion of Part 6. The liquidated damages for each phase may be up to but not exceed those liquidated damages provided in Section 31.3.2.6 of the RFP.
- O. Work – Shall be comprised of all DB Firm’s design, construction, and other services required by the Contract Documents (as defined in Section 17.22 herein), including procuring and furnishing all materials, equipment, services, and labor reasonably inferable from the Contract Documents to complete the Project.

**ARTICLE 2
DB FIRM'S SERVICES**

The services which DB Firm shall provide include, but are not limited to, those described or specified herein. The services described or specified shall not be deemed to constitute a comprehensive specification having the effect of excluding services not specifically mentioned.

2.1 PROJECT INFORMATION REPORTING

2.1.1 General

- 2.1.1.1 Commencing immediately after contract award, DB Firm shall implement and shall utilize throughout the life of this Agreement all subsystems of Project Management Reporting as defined in Subsection 2.1.1.C below.
- 2.1.1.2 The reports, documents, and data to be provided shall represent an accurate assessment of the current status of the Project and of the work remaining to be accomplished and it shall provide a sound basis for identifying variances and problems and for making management decisions. It shall be prepared and furnished to Owner monthly and shall accompany each pay request.
- 2.1.1.3 The report shall be described in terms of the following major subsystems: Narrative Reporting, on a monthly basis; Schedule Control, on a monthly basis; and Project Accounting.

2.1.2 Narrative Reporting Subsystem

- 2.1.2.1 DB Firm shall prepare written reports as described hereunder. All reports shall be in 8 1/2"X 11" format.
- 2.1.2.2 The Narrative Reporting Subsystem shall include the following reports:
 - a. A Monthly Executive Summary which provides an overview of current issues and pending decisions, future developments, and expected achievements, and any problems or delays, including code violations found by Permitting Authority.
 - b. A Monthly Cost Narrative describing the current construction cost estimate status of the Project.
 - c. A Monthly Scheduling Narrative summarizing the current status of the overall Project schedule. This report shall include an analysis of the various Project schedules, a description of the critical path, and other analyses as necessary to compare planned performance with actual performance.
 - d. A Monthly Accounting Narrative Report describing the current cost and payment status of the entire project. This report shall relate current encumbrances and expenditures to the budget allocations.
 - e. A Monthly Progress Report during the Parcel Remediation summarizing the work of the various subcontractors. This report shall include information from the weekly job site meetings as applicable such as general conditions, long lead supplies, current deliveries, safety and labor relations programs permits, construction problems and recommendations, and plans for the succeeding month.
 - f. A Daily Diary Report during the Parcel Remediation describing events and conditions on the site provided to Owner on a monthly basis. A visitor's log for recording visits by the Program Technical Director, Consultants, Owner, Inspectors, and all visitors. This log shall include: name, entity represented, phone

number, date, and time of arrival and departure. Daily Reports shall be provided weekly to Owner.

- g. A Monthly Minority Business Enterprise Report during the Parcel Remediation summarizing the participation of certified minority subcontractors/material suppliers for the current month and Project to date. The report shall include the name, address, and dollar amount of each certified MBE participant.

2.1.2.3 The reports outlined in subsection B (1) through (5) above shall be bound with applicable computer reports and submitted monthly and shall be current through the end of the preceding month. Copies shall be transmitted to OWNER and others designated by the Program Manager with the monthly pay requisition. Additional copies of the report outlined in subsection B (1) shall be bound separately and distributed monthly as directed by the Program Technical Director.

2.1.2.4 The report outlined in subsection B(6) above shall be maintained at the site available to Owner. A bound copy of the complete diary shall be submitted to Owner at the conclusion of the Project at Owner's request and may be requested earlier by Owner without waiving any right to obtain this data at Project conclusion.

2.1.3 Scheduled Control Subsystem

2.1.3.1 Master Project Schedule – Upon award of this Agreement, DB Firm shall submit a Master Project Schedule covering the planning and design approvals, construction, and completion of the Project. This schedule will serve as the framework for the subsequent development of all detailed schedules. The Master Project Schedule shall be produced and updated monthly throughout the Project.

2.1.3.2 Within thirty (30) calendar days after the date of Owner's issuance of a Notice to Proceed, DB Firm shall prepare and submit to Owner a construction schedule in quadruplicate graphically depicting the activities contemplated to occur as a necessary incident to performance of the work required to complete the Project, showing the sequence in which DB Firm proposes for each such activity to occur and duration (dates of commencement and completion, respectively) of each such activity. Owner shall determine whether the construction schedule developed and submitted by DB Firm meets the requirements stated above and such determination shall be binding on DB Firm. Failure of DB Firm to develop and submit a construction schedule as aforesaid shall be sufficient grounds for Owner to withhold any payment or pursue any other remedy that exists pursuant to the Agreement or Florida law. Following development and submittal of the construction schedule as aforesaid, DB Firm shall, at the end of each calendar month occurring thereafter during the period of time required to finally complete the Project, or at such earlier intervals as circumstances may require, update and/or revise the construction schedule to show the actual progress of the work performed and the occurrence of all events which have affected the progress of performance of the work already performed or will affect the progress of the performance of the work yet to be performed in contrast with the planned progress of performance of such work, as depicted on the original construction schedule and all updates and/or revisions thereto as reflected in the updated and/or revised construction schedule last submitted prior to submittal of each such monthly update and revision. Each such update and/or revision to the construction schedule shall be submitted to Owner in duplicate. Failure of DB Firm to update, revise, and submit the construction schedule as aforesaid shall be sufficient grounds for Owner to find DB Firm in default and find that sufficient cause exists to withhold payment to DB Firm until a schedule or schedule update acceptable to Owner is submitted, or any other remedy that exists pursuant to the contract or Florida law.

2.1.3.3 DB Firm shall prepare and incorporate into the schedule database, at the required intervals, the following schedules:

- a. Pre-Bid Schedules (Subnetworks) – DB Firm shall prepare a construction schedule for work encompassed in each bid package. The schedule shall be sufficiently detailed as to be suitable for inclusion in the bid package as a framework for contract completion by the successful bidder. It shall show the interrelationships between the work of the successful bidder and that of other subcontractors and shall establish milestones keyed to the overall master schedule.
- b. Subcontractor Construction Schedules (Subnetworks) – Upon the award of each subcontract, DB Firm shall jointly with the subcontractor develop a schedule more detailed than the pre-bid schedule included in the specifications, taking into account the work schedule of the other subcontractors. The construction schedule shall include as many activities as necessary to make the schedule an effective tool for construction planning and for monitoring the performance of the subcontractor. The construction schedule shall also show pertinent activities for material purchase orders, manpower supply, shop drawing schedules, and material delivery schedules.

2.1.4 Project Accounting Subsystem

- 2.1.4.1 The operation of this subsystem shall enable DB Firm to plan effectively and to monitor and control the funds available for the Project, cash flow, costs, change orders, payments, and other major financial factors by comparison of budget, estimate, total commitment, amounts invoiced, and amounts payable. This subsystem will be produced and updated monthly and includes the following reports which together will serve as a basic accounting tool and an audit trail. This report will also provide for accounting by building and site element and shall be prepared and maintained pursuant to generally accepted accounting principles.
- 2.1.4.2 Costs Status Report presenting the budget, estimate, and base commitment (awarded contracts and purchase orders) for any given contract or budget line item. It shall show approved change orders for each contract which when added to the base commitment will become the total commitment. Pending change orders will also be shown to produce the total cost to complete the work.
- 2.1.4.3 A Payment Status Report showing the value in place (both current and cumulative), the amount invoiced (both current and cumulative), the retained, the amount payable (both current and cumulative), and the balance remaining. A summary of this report shall accompany each pay request in the form of AIA Schedule of Values or other equivalent form.
- 2.1.4.4 A Detailed Status Report showing the complete activity history of each item in the Project accounting structure. It shall include the budget, estimate, and base commitment figures for each contract. It shall give the change order history, including change order number, description, proposed and approved dates, and the proposed and approved dollar amounts. It shall also show all pending or rejected change orders.
- 2.1.4.5 A Cash Flow diagram showing the projected accumulation of cash payments against the Project. Cash flow projections shall be generated for anticipated monthly payments as well as cumulative payments.
- 2.1.4.6 A Job Ledger shall be maintained as necessary to supplement the operation of the Project accounting subsystem. The job ledger will be used to provide construction costs accountability for general conditions work, on-site reimbursable expenses, and costs requiring accounting needs.

2.2 DESIGN – BUILD SERVICES

2.2.1 Overview of the Remediation Strategy for the Remediation Site

Individual parcels will be remediated in accordance with the Preliminary Design Drawings (Preliminary Excavation Plans) developed for each parcel. Large tracts of undeveloped wooded areas, if needed, will be cleared of small trees and nuisance vegetation, excavated to the extent practical without damaging the remaining trees, and finished with a layer of soil and ground cover.

2.2.2 Description of Services

This Agreement is for the parcel remediation for the Remediation Site.

2.2.3 Remedial Design Requirements

DB Firm will be required to complete the designs presented in the Preliminary Design Drawings. The extent of design services is described in more detail below.

2.2.3.1 Parcel Remediation: DB Firm shall review the Preliminary Design Drawings for each parcel and submit in writing to Owner any proposed modifications and/or concerns. DB Firm will have six weeks to complete its review and issue the Pre-Construction Submittals described in the Specifications Project Management Plan (PMP), DB Firm's Quality Assurance Project Plan (QAPP), Health and Safety Plan (HASP), Dust Monitoring and Control Plan, Customer Satisfaction Plan, and Maintenance of Traffic Plan. Upon completion of the review and successful adjudication of proposed modifications and the approval of Pre-construction Submittals, DB Firm will be issued a notice to proceed for the Project.

2.2.3.2 Before beginning work on each individual parcel, DB Firm will be required to perform a Pre-construction Survey with each individual property owner, Owner, and Owner's representative(s), and prepare the Site Property Plan. The Site Property Plan shall be signed by the property owner of record, DB Firm, and Owner's representative before any work begins at the property. The Site Property Plan will be a refinement of the Preliminary Design Drawings and shall show the location of all pertinent features, including trees, fences, shrubs, irrigation system, utilities, etc., located within the property, and the remediation associated with each feature and the costs of the same. The Site Property Plan shall also include the pre-construction elevation survey data.

2.2.3.3 Following the completion of each parcel remediation in accordance with the approved Site Property Plan, DB Firm shall prepare a parcel completion package ("Final Construction Completion Report") for that parcel which includes the As-built Drawing. The Site Property Plans shall be converted to parcel As-built Drawings. Payment for the remediation of each parcel will be made upon DB Firm's submittal and approval by Owner of each parcel remediation completion report.

2.2.3.4 As-built drawings shall be furnished to Owner within two weeks of the final inspection of the parcel. The Final Construction Completion Report shall include as-built drawings and must be approved within 42 calendar days of physical completion of the parcel remediation (defined by placement of sod). Failure to submit the Final Construction Completion Report (including as-built drawings) within the allotted time period shall result in liquidated damages set at \$100.00 per day.

2.2.4 Parcel Remediation Construction Requirements

2.2.4.1 DB Firm will be required to submit pricing for the parcel remediation for the Remediation Site. Owner will then release Part 5 for remedial construction, with the option of assigning additional remediation areas in the future. The Part 5 Parcels have

been assigned based on 1) risk to children, and 2) residential zoning/use or public zoning/use, and 3) availability of access agreements, and represent 100 remediation parcels. The Part 5 Parcels are subject to change due to conditions such as (but not limited to) access agreement or property ownership changes, and Owner discretion. Accordingly, Owner cannot guarantee which 100 parcels will be included in Part 5. However, Owner will make reasonable efforts to replace the listed Part 5 parcels with like-kind parcels. Upon completion of remediation of the Part 5 Parcels, Owner will evaluate DB Firm's performance. If DB Firm's performance is Acceptable Performance as defined in Article 14.3, it may be assigned Part 6 Parcels within the Remediation Site. These additional remediation areas shall be included as Part 6 of the Project. If DB Firm's performance is satisfactory on Part 6, at Owner's option, DB Firm may be assigned to remediate Additional Parcels. If DB Firm's performance is Unacceptable Performance as defined in Article 14.3, it will not be assigned additional remediation areas in Part 6, and this Agreement will terminate.

2.2.4.2 The objective of the parcel remediation once construction begins at a parcel is to complete the parcel remediation (defined by placement of sod) as rapidly as possible to minimize disruption to the parcel areas located within the Remediation Site. This objective is of particular importance when a resident(s) is (are) temporarily relocated because there are additional cost impacts to Owner. Failure to complete the physical remediation of a parcel so that temporary relocation exceeds seven calendar days will result in liquidated damages set at the cost of relocation expenses, which include but are not limited to lodging, meals, and transportation. DB Firm must assume the seven days includes the day prior to the start of physical remediation of a parcel. The time may be extended beyond seven days on a case by case basis with prior Owner approval at Owner's sole discretion.

2.2.5 Scoping Documents

The following Scoping Documents, which were part of the Request for Proposal (RFP), are included by reference as part of this Agreement:

Specifications for Parcel Remediation for the Remediation Site (Attachment L to the RFP).

Preliminary Design Drawings for the Remediation Site (Attachment M to the RFP) (provided electronically).

2.2.6 Bonds

Within ten (10) days of receipt of the Contract Documents, DB Firm shall provide to Owner a Payment Bond and Performance Bond in an amount equal to **FOUR MILLION TWO HUNDRED FORTY THOUSAND SIX HUNDRED SEVENTY-FOUR AND 13/100 DOLLARS (\$4,240,674.13)**, which represents the cost to complete the Parcel Remediation for Part 5, made out to Owner in forms and formats approved and provided by Owner as security for the faithful performance of the Work under the Agreement. Owner will send the approved bond forms to DB Firm for execution along with the Agreement; however, in no case shall the date on the bond forms be prior to the date on the executed Agreement. A fully executed Payment Bond and Performance Bond must be recorded with the Clerk of Duval County Court and delivered to Owner before Work commences. The Payment Bond shall include without limitation all materials, machinery, equipment, and supplies purchased directly by Owner and/or Construction Manager and/or its subcontractors.

If the performance provided by DB Firm is deemed satisfactory to Owner for Part 5 and DB Firm continues to provide services for Part 6 of the Project pursuant to this Agreement, then DB Firm will notify its Surety of same and increase the amount of the bond in an amount equal to the total funds encumbered for Part 5 and Part 6 and execute an amendment to this Agreement providing the same.

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

- 2.2.6.1 The Surety DB Firm shall have a currently valid Certificate of Authority, issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida.
- 2.2.6.2 The Surety DB Firm shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Codes.
- 2.2.6.3 The Surety DB Firm shall be in full compliance with the provisions of the Florida Insurance Code.
- 2.2.6.4 The Surety DB Firm shall have at least twice the minimum surplus and capital required by the Florida Insurance Code during the life of this agreement.
- 2.2.6.5 Because the Agreement Award Amount exceeds \$500,000, the Surety DB Firm shall also comply with the following provisions.
 - a. The Surety DB Firm shall have at least the following minimum ratings in the latest issue of A.M. Best's Key Rating Guide.

\$500,000 to \$1,000,000	A-	CLASS IV
\$1,000,000 to \$2,500,000	A-	CLASS V
\$2,500,000 to \$5,000,000	A-	CLASS VI
\$5,000,000 to \$10,000,000	A-	CLASS VII
\$10,000,000 to \$25,000,000	A-	CLASS VIII
\$25,000,000 to \$50,000,000	A-	CLASS IX
\$50,000,000 to \$75,000,000	A-	CLASS X

- b. The Surety DB Firm shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:
 - 1. Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Insurance to conduct business in this state have been met.
 - 2. In the case of the surety insurance DB Firm, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged, or held subject to the consent of the surety and for the protection of the surety shall be deducted.

2.2.7 Quality Control

DB Firm shall develop and maintain a program acceptable to Owner to assure quality control of the construction. DB Firm shall supervise the work of all subcontractors, providing instructions to each when its work does not conform to the requirements of the plans and specifications, and it shall continue to exert its influence and control over each subcontractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the work. Should disagreement occur between DB FIRM over acceptability of work and conformance with the requirements of the specifications and plans, Owner shall be the final judge of

performance and acceptability.

2.2.8 Subcontractor Interfacing

DB Firm shall be the single point of interface with all subcontractors for Owner and all of its agents and representatives. It shall negotiate all change orders, field orders, and requests for proposals with all affected subcontractors and shall review the costs of those proposals and advise Owner of their validity and reasonableness, acting in Owner's best interests prior to requesting approval of each change order from Owner. Before any work is begun on any change order, a written authorization and approval from Owner must be issued. However, when health and safety are threatened, DB Firm shall act immediately to remove the threat to health and safety. It shall also carefully review all shop drawings and then issue the shop drawings to the affected subcontractor for fabrication or revision. DB Firm shall maintain a suspense control system to promote expeditious handling. It shall make interpretations of the drawings or specifications requested of it by the subcontractors and shall maintain a suspense control system to promote timely response. It shall advise the Program Manager when timely response is not occurring on any of the above.

2.2.9 Permits

DB firm shall secure all necessary permits and all necessary utility connection permits, the costs of which will be considered a direct cost item.

2.2.10 Job Site Requirements

DB Firm shall provide for each of the following activities as a part of its fee:

- 2.2.10.1 Maintain a log of daily activities, including manpower records, weather, delays, and major decisions.
- 2.2.10.2 Maintain a roster of companies on the Project with names and telephone numbers of key personnel.
- 2.2.10.3 Establish and enforce job rules governing parking, clean-up, use of facilities, and worker discipline.
- 2.2.10.4 Provide labor relations management for a harmonious, productive Project.
- 2.2.10.5 Provide a safety program for the Project to meet OSHA requirements. Monitor for subcontractor compliance without relieving subcontractor of responsibilities to perform work in accordance with the best acceptable practices.
- 2.2.10.6 Provide a quality control program as developed under Article 2.2.8 above.
- 2.2.10.7 Miscellaneous office supplies that support the construction efforts which are consumed by its own forces.
- 2.2.10.8 Travel to and from its home office to the Project site as the Project requires.

2.2.11 Job Site Administration

DB Firm shall provide, as part of its job site fee, job site administrative functions during construction to assure proper documentation, including but not limited to such things as the following:

- 2.2.11.1 Meetings – Hold weekly progress and coordination meetings to provide for an easy flowing project. Implement procedures, assure timely submittals, and expedite processing approvals and return of shop drawings, samples, etc.

Coordinate and expedite critical ordering and delivery of materials, work sequences, inspection and testing, labor allocation, etc. Review and coordinate each subcontractor's work. Review and implement revisions to the Master Project Schedule. Monitor and promote safety requirements. In addition, regular Project status meetings will be held between Owner and DB Firm either biweekly or monthly, whichever is designated by the Program Manager. Use the job site meeting as a tool to preplan work, enforce schedules, establish procedures and responsibilities, and identify authority for all to clearly understand. Identify party or parties responsible for follow up on any problems, delay items, or questions and record course for solution. Revisit each pending item at each subsequent meeting until resolution is achieved. Require all present to make any problems or delaying event known to those present for appropriate attention and resolution.

- 2.2.11.2 Shop Drawing Submittals/Approvals – Provide staff to check shop drawings and closely monitor their submittal and approval process.
- 2.2.11.3 Material and Equipment Expediting – Provide staff to closely monitor material and equipment deliveries, critically important checking and follow-up procedures on supplier commitments of all subcontractors.
- 2.2.11.4 Payments to Subcontractors – Develop and implement a procedure for review, processing, and payment of applications by subcontractors for progress and final payments. All financial documents and records shall be maintained pursuant to reasonable accounting practices designed to afford Owner the ability to have the documents audited with a minimum of cost and disruption.
- 2.2.11.5 Document Interpretation – Refer all questions for interpretation of the technical documents to the DB Firm and all others to the Owner.
- 2.2.11.6 Reports and Project Site Documents – Record the progress of the Project. Submit written progress reports to Owner, including information on a subcontractor's work and the percentage of completion. Keep a daily log available to Owner and the Permitting Authority inspectors for review and copying.
- 2.2.11.7 Subcontractor's Progress – Prepare periodic punch lists for subcontractor's work, including unsatisfactory or incomplete items and schedules for their completion.

2.2.12 Substantial Completion

Substantial Completion shall be established by way of the following steps:

- 2.2.12.1 DB Firm shall notify Owner that the Project (Part 5 or Part 6, as applicable) is ready for Substantial Completion inspections.
- 2.2.12.2 Owner shall conduct the Substantial Completion inspections.
- 2.2.12.3 Owner shall consolidate a punch list (Owner's punch list)
- 2.2.12.4 Owner shall issue a Certificate of Substantial Completion with Owner's punch list attached.

2.2.13 Final Completion

DB Firm will monitor subcontractors' performance on the completion of the Project and provide notice to Owner that the work is ready for Final inspection. DB Firm will secure and transmit to Owner all required guarantees, affidavits, warranties, releases, bonds, waivers, manuals, record drawings, and maintenance books including the Final Completion form.

2.2.14 Record Drawings

DB Firm shall monitor the progress of its own forces or its subcontractors on marked up field prints and at Project completion will prepare the final record drawings.

2.2.15 Administrative Records

DB Firm will maintain at the job site, electronically, or at the Program Manager's Office unless agreed to otherwise by the Program Manager, on a current basis, all Project files and records. The Project records shall be available at all times to Owner for reference, review, or copying.

2.2.16 Warranty

Where any work is performed by DB Firm's own forces or by subcontractors under contract with DB Firm, DB Firm shall warrant that all materials and equipment included in such work will be new except where indicated otherwise, and that such work will be of good quality, free from improper workmanship and defective materials, and in conformance with the Preliminary Design Drawings and Technical Specifications and any successful adjudication of proposed modifications thereto. With respect to the same work, DB Firm further agrees to correct all work found by Owner to be defective in material and workmanship or not in conformance with the Drawings and Specifications for a period of one year from the Date of Substantial Completion or for such longer periods of time as may be set forth with respect to specific warranties contained in the trade sections of the Specifications. DB Firm shall collect and deliver to Owner any specific written warranties given by others as required by this Agreement. Also, DB Firm shall conduct, jointly with Owner, a warranty inspection within a 12-month period after the Date of Substantial Completion.

2.2.17 Multi-Year Funding

If Multi-Year Funding is specified for this Project, DB Firm shall not execute any work on the Project that exceeds the current year's appropriation and Owner will not be responsible for any amounts that exceed this amount (being the lesser of the contract amount or annual appropriated budget) should additional funding not be approved.

2.3 MISCELLANEOUS

2.3.1 RESPONSIBILITIES FOR ACTS AND OMISSIONS

DB Firm shall be responsible to Owner for the acts and omissions of its employees and agents and its subcontractors, their agents and employees, and all other persons performing any of the work or supplying materials under a contract to DB Firm.

2.3.2 SUBCONTRACTS

Upon request, DB Firm shall provide a copy of each signed subcontract, including the general supplementary conditions, to Owner. Each subcontract shall require that any claims by subcontractor for delay or additional cost must be submitted to the DB Firm within seven (7) calendar days time in the format in which the DB Firm must submit such claims to the Owner, and that failure to comply with the conditions for giving notice and submitting claims shall result in the waiver of such claims. Any such claim must include a time impact analysis as a justification for any equitable time or price adjustment and a subcontractor's refusal to provide such a timely analysis shall be considered a failure of a conditions precedent to advance the claim in any future litigation.

ARTICLE 3 OWNER'S RESPONSIBILITIES

3.1 OWNER'S Information

Owner shall provide information that it possesses regarding its requirements for the Project.

3.2 OWNER'S Representative

Owner shall designate a representative who shall be fully acquainted with the Project and shall define the lines of Owner authority to approve Project Budgets, and changes in the Project. He shall render decisions promptly and furnish information expeditiously. This Representative is referred to herein as Owner's Program Manager.

3.3 SITE SURVEY AND REPORTS

Owner shall provide all available surveys describing the physical characteristics, soil reports, and subsurface investigations relating to this Project. Owner does not warrant the completeness or the current accuracy of any reports.

3.4 APPROVALS AND EASEMENTS

Owner shall pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

3.5 LEGAL SERVICES

Owner shall furnish such legal services as may be necessary for obtaining any approvals or easements and such auditing services as Owner may require.

3.6 DRAWINGS AND SPECIFICATIONS

Owner will attempt review and act upon DB Firm's Site Property Plan, which is a refinement of the Preliminary Design Drawing in thirty (30) days' time so as not to delay the progress of the Project.

3.7 COST OF SURVEYS & REPORTS

The services, information, surveys, and reports required by the above paragraphs shall be furnished with reasonable promptness in accordance with the approved schedule at Owner's expense.

3.8 PROJECT FAULT DEFECTS

If Owner becomes aware of any fault or defect in the Project or nonconformance with the Preliminary Design Drawings and Technical Specifications, it shall give prompt written notice thereof to DB Firm.

3.9 FUNDING

Owner shall furnish in accordance with the established schedule, reasonable evidence satisfactory to DB Firm that sufficient funds will be available and committed for the cost of each part of the Project. DB Firm shall not begin any work unless authorized in writing by the Owner.

3.10 LINES OF COMMUNICATION

Owner shall communicate with subcontractors or suppliers only through DB Firm while such method of communication is effective in maintaining Project schedules and quality.

3.11 LINES OF AUTHORITY

Owner shall establish and maintain lines of authority for its personnel and shall provide this definition to DB Firm and all other affected parties.

3.12 MULTI-YEAR FUNDING

If Multi-Year Funding is specified for this Project, Owner shall advise DB Firm of the proposed funding amounts per year and the amount currently appropriated. Owner shall advise DB Firm upon any changes in the funding appropriations changes in the work and thus eliminate any other remedies for claim for increase in the contract price, damages, losses, or additional compensation.

**ARTICLES 4-7
NOT USED**

**ARTICLE 8
CONTRACT PRICE**

8.1 The Maximum Indebtedness of the Owner for all fees, reimbursable items or other cost for Services provided by the DB Firm pursuant to this Agreement shall not exceed the sum of **SIX MILLION NINE HUNDRED EIGHTY-SIX THOUSAND EIGHT HUNDRED NINETY-TWO AND 23/100 DOLLARS (\$6,986,892.23)** for the term of this Agreement, provided however, of that amount, only **FOUR MILLION TWO HUNDRED FORTY THOUSAND SIX HUNDRED SEVENTY-FOUR AND 13/100 DOLLARS (\$4,240,674.13)** shall be encumbered initially for completion of Services related to Part 5 of the Project (“Initial Encumbrance”). If the performance provided by DB Firm is deemed satisfactory to Owner and Owner and DB Firm mutually agree to DB Firm’s performance of Part 5, the balance will be encumbered upon execution of an amendment to this Agreement for Services related to Part 6 of the Project, to compensate DB Firm for work performed after the Initial Encumbrance is exhausted and Part 5 of the Project is complete. Should the Maximum Indebtedness decrease as a result of the failure of DB Firm to qualify for incentive payments or should the Parties fail to utilize the add alternates, the Agreement and the Maximum Indebtedness will be amended in writing to reflect same.

8.2 In consideration of the performance of the Agreement, the Owner agrees to pay DB Firm in accordance with the Pricing Proposal Schedule included in **Exhibit F** of this Agreement.

8.2.1 Costs and Expenses Included in Fee – The following are included in the Pricing Proposal for services performed during the Parcel Remediation:

8.2.1.1 Salaries or other compensation of DB Firm’s employees at its principal office and branch offices.

8.2.1.2 General operating expenses related to this project of DB Firm’s principal and branch offices.

8.2.1.3 The costs of all data processing staff. Salaries or other compensation of DB Firm’s employees at the job site. DB Firm’s personnel to be assigned to the Remediation Site during the Construction under the job site management and supervision fee, their duties and responsibilities and the duration of their assignment are shown on **Exhibit D** and **E**.

8.2.1.4 General operating expenses incurred in the management and supervision of the Project, except as expressly included in other Articles.

8.2.1.5 Job office supplies, including paper, pencils, paper clips, file folders, staples, diskettes, etc., and janitorial supplies (photo copy paper not included).

8.2.1.6 Relocation expenses for DB Firm’s personnel.

8.2.1.7 Technical services.

**ARTICLE 9
NOT USED**

**ARTICLE 10
CHANGES IN THE PROJECT**

10.1 CHANGE ORDERS

Owner, without invalidating this Agreement, may order Changes in the Project within the general scope of this Agreement consisting of additions, deletions, or other revisions. All changes in the Project shall be authorized by Change Order signed by Owner before the change is implemented.

10.1.1 Change Order Definition

A Change Order is a written order on an approved change order form under the authorization of the City of Jacksonville to DB Firm signed by Owner issued after the execution of this Agreement, authorizing a Change in the Project or DB FIRM'S fee. Execution of a Change Order by DB Firm serves as a waiver and an accord and satisfaction of all issues related to the work identified in the Change Order unless an exception is stated on the Change Order by DB Firm and such exception is agreed to by Owner.

10.1.2 Acceptable Ways to Determine Increases or Decreases in the Price on Change Orders

The increase or decrease in the Price resulting from a change in the Project shall be determined in one or more of the following ways: (i) by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation by Owner; (ii) by unit prices stated in the Agreement or subsequently agreed upon, if less; or (iii) by the method provided in Subparagraph 10.1.3.

10.1.3 Itemized Accounting on Change Orders

If none of the methods set forth in Clause 10.1.2 is agreed upon, DB Firm, provided it receives a written order signed by Owner, shall promptly proceed with the work involved. The cost of such work shall then be determined on the basis of the reasonable expenditures and savings of those performing the work attributed to the change. However, in the event a Change Order is issued under these conditions, Owner will establish an estimated cost of the work and DB Firm shall not perform any work whose cost exceeds that estimate without prior written approval by Owner. In such case, and also under Article 10.1.2 above, DB Firm shall keep and present, in such form as Owner may prescribe, an itemized accounting together with appropriate supporting data organized and maintained consistent with reasonable generally accepted accounting principals and practices. The amount of decrease in the price to be allowed by DB Firm to Owner for any deletion or change which results in a net decrease in cost will be the amount of the actual net decrease.

10.1.4 Adjustments in Unit Prices Due to Inequitable Quantity Changes

If unit prices are stated in the Agreement or subsequently agreed upon and if the quantities originally contemplated are so changed in a proposed Change Order that application of the agreed unit prices to the quantities of work proposed will cause substantial inequity to Owner or DB Firm, the applicable unit prices and price shall be equitably adjusted.

10.1.5 Cost Escalation Clause

For multi-year projects and at the discretion of Owner, and at the written request of DB Firm, the costs for transportation to the Trail Ridge Landfill and clean backfill may be adjusted on an

annual basis. The effective date will be the date of notice to proceed. The base unit cost shall be adjusted in accordance with the percent changes of the special index described as follows. The basis shall be the Producer Price Index (PPI) for number 2 diesel fuel, commodity code 057303, not seasonally adjusted, as it appears in the periodical, **PPI Detailed Report** as published by the U.S. Department of Labor, Bureau of Labor Statistics. This index shall be referred to as the fuels index. The escalation factor will be calculated as the fuels index for the subject year, divided by the base year fuels index. No change order will be necessary.

10.1.6 Concealed Conditions

Should concealed conditions be encountered in the performance of the work below the surface of the ground or should concealed or unknown conditions at a parcel be at variance with the conditions indicated by the Preliminary Design Drawings and Technical Specifications or Owner furnished information or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered in work of the character provided for in this Agreement, the Total Price and the Completion date shall be equitably adjusted by Change Order upon a request for Change Order in accordance with Article 10.2.

10.2 CLAIMS FOR ADDITIONAL COSTS OR TIME

All claims for additional costs or time shall be made by request for a change order submitted as provided in Article 16. If there is any time delay or disruption during the Project, the Substantial Completion Date shall be extended by Change Order. DB Firm must provide a time impact analysis justifying any request for equitable time extension. Only delays or disruptions which are determined to extend the critical path for the schedule or constructing the Project will result in a time extension. Neither Owner nor DB Firm shall be considered to own the schedule float time. No Owner's representative has the authority to allow or require constructive acceleration; actual acceleration shall only be compensable upon specific written approval by Owner after receipt of an acceptable time impact analysis and evaluation of a recovery schedule that would reasonably justify such action.

10.3 MINOR CHANGES IN THE PROJECT

The Program Manager will have authority to order minor changes in the Project not involving an adjustment in the Price and not inconsistent with the intent of the Preliminary Design Drawings and Technical Specifications found in Article 2.2.5. Such changes shall be effected by written order. Documentation of changes shall be determined by the Design-Build Team and included in the Final Completion Report. Changes shall be approved by the Program Manager prior to implementation.

10.4 EMERGENCIES

In any emergency affecting the safety of persons or property, DB Firm shall act at its discretion to prevent threatened damage, injury or loss. Any increase in the Price or extension of time claimed by DB Firm on account of emergency work shall be determined as provided in Article 10.

ARTICLE 11 DISCOUNTS AND PENALTIES

11.1 DISCOUNTS AND PENALTIES

All discounts for prompt payment shall accrue to Owner to the extent the Project costs are paid directly by Owner or from a fund made available by Owner to DB Firm for such payments. To the extent the Cost of the Project is paid with funds of DB Firm, all cash discounts shall accrue to DB Firm. All trade discounts, rebates, and refunds and all returns from sale of surplus materials and equipment shall be credited to the Cost of the Project. All penalties incurred due to fault of DB Firm for late payment of costs of the Project will be paid by DB Firm.

**ARTICLE 12
PAYMENTS TO THE DB FIRM**

12.1 MONTHLY STATEMENTS

12.1.1 DB Firm shall submit to Owner a sworn statement showing the quantities expended during the previous month for each line item listed in the Pricing Proposal as well as the particular parcels associated with the expenditures for each line item. This data shall be attached to the Partial Pay Request form. Ten percent (10%) retainage shall be held on all payments until Part 5 is fifty percent (50%) complete, except when approved by Owner certain suppliers and subcontractors may be paid the entire amount due when such payment is generally the practice of the industry. At fifty percent (50%) completion of Part 5, the retainage shall be reduced to five percent (5%). Retainage shall not be withheld on Design Services which are as defined as Item Nos. 1, 2, and 3 in the Pricing Proposal. Fifty percent completion means the point in the Project in which half of the parcels of the particular Part have been completely remediated or the point at which Owner has expended 50% of the total cost of remediation services purchased as identified in the Agreement together with all costs associated with existing change orders and other additions or modifications to the construction services provided for in the construction, whichever occurs first. After fifty percent completion of Part 5, DB Firm may present a payment request to Owner for up to half of the retainage held by Owner.

12.1.2 If DB Firm performs the remediation services for Part 6, then Ten percent (10%) retainage shall be held on all payments until Part 6 of the Services rendered under the Agreement is fifty percent (50%) complete except when approved by Owner certain suppliers and subcontractors may be paid the entire amount due when such payment is generally the practice of the industry. At fifty percent (50%) completion of Part 5, the retainage shall be reduced to five percent (5%). Retainage shall not be withheld on Design Services which are as defined as Item Nos. 1, 2, and 3 in the Pricing Proposal. Fifty percent completion means the point in the Project in which half of the parcels of the particular Part have been completely remediated or the point at which Owner has expended 50% of the total cost of remediation services purchased as identified in the contract together with all costs associated with existing change orders and other additions or modifications to the construction services provided for in the contraction, whichever occurs first. After fifty percent completion of Part 6, DB Firm may present a payment request to Owner for up to half of the retainage held by Owner.

12.2 FINAL PAYMENT

Final payment constituting the unpaid balance of the Pricing Proposal shall be due and payable after the completion of the construction of all of the parcels in the Project, provided that the Project be then finally completed, that DB Firm has verified by signature that it has completed all items specified, and that this Agreement has been finally performed. However, if there should remain work to be completed, DB Firm and Owner shall list those items prior to receiving final payment and Owner may retain a sum equal to one-hundred and fifty percent (150%) of the estimated cost of completing any unfinished work and portion of DB Firm's retainage, provided that said unfinished items are listed separately and the estimated cost of completing any unfinished items are likewise listed separately. Thereafter, Owner shall pay to DB Firm, monthly, the amount retained for each incomplete item after each of said items is completed.

12.3 PAYMENTS TO SUBCONTRACTORS

DB Firm shall promptly, within 10 days after receipt of payment from Owner, pay all the amount due subcontractors less a retainage of ten percent (10%) until the Project is fifty percent (50%) complete, and based on DB Firm's evaluation of the subcontractor's acceptable performance, the Owner may approve a reduction in retainage from ten percent (10%) to five percent (5%) thereafter. If there should remain items to be completed, DB Firm and Owner shall list those items required for completion and DB Firm shall require the retainage of a sum equal to one-hundred and fifty percent (150%) of the estimated cost of completing any unfinished items, provided that said unfinished items are listed separately and the

estimated cost of completing any unfinished items likewise is listed separately. Thereafter, DB Firm shall pay to the subcontractors monthly the amount retained for each incomplete item after each of said items is completed. Before issuance of final payment without any retainage, the subcontractor shall submit satisfactory evidence that all payrolls, material bills, and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty information is complete, as-built markups have been submitted, and instruction for Owner's operating and maintenance personnel is complete. Final payment may be made to certain select subcontractors whose work is satisfactorily completed prior to the total completion of the Project but only upon approval of Owner.

ARTICLE 13 INSURANCE, INDEMNITY AND WAIVER OF SUBROGATION

13.1 INDEMNITY - DESIGN SERVICES

13.1.1 DB Firm and without limitation its officers, directors, employees, members, and partners, (individually or collectively, the "Indemnifying Parties") shall indemnify and hold harmless Owner, including without limitation its officers, directors, members, employees, successors, and assigns (the "Indemnified Parties") and will reimburse the Indemnified Parties from and against:

- 13.1.1.1 General tort liability for any and all damages, liabilities, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful misconduct of the Indemnifying Parties and other persons employed or utilized by the Indemnifying Parties in the performance of this Agreement or the work or services performed hereunder; this indemnification by the Indemnifying Parties shall extend for any claims arising in whole or in part from a breach of the Accuracy of Work provisions of this Agreement.
- 13.1.1.2 Environmental liability for any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities, and expenses (including all costs of cleanup, containment, or other remediation, and all costs for investigation and defense thereof, including but not limited to court costs, reasonable expert witness fees, and attorney's fees) arising from or in connection with (a) the Indemnifying Parties' actions or activities that result in a violation of any environmental law, ordinance, rule, or regulation or that leads to an environmental claim or citation or to damages due to the Indemnifying Parties' activities, (b) any environmental, health, and safety liabilities arising out of or relating to the operation or other activities performed in connection with this Agreement by the Indemnifying Parties at any time on or subsequent to the Effective Date, or (c) any bodily injury (including illness, disability, and death, regardless of when any such bodily injury occurred, was incurred, or manifested itself), personal injury, property damage (including trespass, nuisance, wrongful eviction, and deprivation of the use of real property) or other damage of or to any person in any way arising or allegedly arising from any hazardous activity conducted by the Indemnifying Parties. Owner will be entitled to control any remedial action or proceeding relating to an environmental claim; and
- 13.1.1.3 Intellectual property liability for any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities, and expenses (including all costs for investigation and defense thereof, including but not limited to court costs, reasonable expert witness fees, and attorney's fees) arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services constitutes an infringement of any copyright, patent, trade secret, or any other intellectual property right, and will pay all costs (including, but not limited to attorney's fees and court costs), damages, charges, and expenses charged to the Indemnified Parties by reason thereof. If in any suit or proceeding, the Services or any product generated by the Services is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall immediately make every reasonable effort to secure for Owner a license authorizing the continued use of the

Service or product. If the Indemnifying Parties fail to secure such a license for Owner, then the Indemnifying Parties shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to Owner so that the Service or product is non-infringing; and

- 13.1.1.4. Liability for violation of laws and ordinances for any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities, and expenses (including all costs for investigation and defense thereof, including but not limited to court costs, reasonable expert witness fees, and attorney's fees) arising from, allegedly arising from, or based upon the violation of any federal, state, or municipal laws, statutes, ordinances, resolutions, rules, or regulations by the Indemnifying Parties or those under their control; and
- 13.1.1.5. Breach of representations and warranties liabilities for any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities, and expenses (including all costs for investigation and defense thereof, including but not limited to court costs, reasonable expert witness fees, and attorney's fees) which may be incurred by, charged to, or recovered from any of the foregoing, arising directly or indirectly out of (a) any breach of any representation or warranty made by any of the Indemnifying Parties in connection with this Agreement or in any certificate, document, writing, or other instrument delivered by any of the Indemnifying Parties pursuant to this Agreement or (b) any breach of any covenant or obligation of any of the Indemnifying Parties set forth in this Agreement or any other any certificate, document, writing, or other instrument delivered by any of the Indemnifying Parties pursuant to this Agreement.

13.1.2. All indemnification provisions contained in this Article 13.1 of this Agreement are separate and apart from, and are in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This Article 13.1 of this Agreement relating to Indemnification shall survive the term of this Agreement and any holdover and/or Agreement extensions thereto, whether such term expires naturally by the passage of time or is terminated earlier pursuant to the provisions of this Agreement.

13.2 INDEMNITY - CONSTRUCTION SERVICES

13.2.1. DB Firm and its employees, agents, and subcontractors shall indemnify and hold harmless Owner and its employees against and from all liabilities, damages, losses, costs, and expenses of whatsoever kind or nature, including but not limited to reasonable attorney's fees, reasonable expert witness fees, and court costs (all of which are collectively referred to as "Damages") to the extent such Damages are caused by the negligence, recklessness, or intentional wrongful conduct of DB Firm or its subcontractors in the performance of this Agreement. Without limiting the foregoing, the above indemnification provision extends to Environmental Impact Claims.

"Environmental Impact Claim" is defined as claims, suits, judgments, costs, losses, and expenses, including attorney's fees, which arise out of, are related to, or based on the actual or threatened dispersal, discharge, escape, release, or saturation of chemicals, liquids, gasses, or any other material, irritant, contaminant, or pollution in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface (a) soil, (b) water or water course, (c) objects, or (d) any tangible or intangible matter, whether sudden or not.

13.2.2. In any and all claims against Owner and its employees or officers by any employee of DB Firm, the indemnification obligation under Article 13.2.1 shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for DB Firm under worker's compensation acts, disability benefit acts, or other employee benefit acts.

13.2.3. The obligation of DB Firm under Article 13.2.1 will not extend to any claim, damage, loss, or expense arising out of a defect in maps, drawings, opinions, reports, surveys, change orders, designs, or specifications prepared or furnished by Owner or its agents, or arising out of the

giving by Owner and its agents of erroneous directions or instructions required to be given to DB Firm hereunder, or the failure of Owner and its agents to give directions or instructions required to be given to DB Firm hereunder, provided such giving or failure to give directions or instructions is the primary cause of the injury or damage.

- 13.2.4. For ten dollars (\$10.00) acknowledged to be included and paid for in the contract price and other good and valuable considerations, DB Firm agrees to indemnify and hold harmless Owner or its agents and their employees in accordance with the provisions of this Article.

13.3 DB FIRM’S INSURANCE – DESIGN SERVICES

- 13.3.1. Without limiting its liability under this Agreement, DB Firm shall procure and maintain during the life of this Agreement insurance of the types and in the minimum amounts stated below:

SCHEDULE	LIMITS
<u>Worker’s Compensation</u>	
Florida Statutory Coverage & Employer’s Liability (Including appropriate Federal Acts-USL&H and Jones Act)	\$100,000 Each Accident Policy Limit \$500,000 Disease \$100,000 Each Employee/Disease
<u>Commercial General Liability</u>	
Premises-Operations Blanket X, C, U Hazards Products/Completed Operations Contractual Liability Independent Contractors	\$1,000,000 Per Occurrence \$2,000,000 - General Aggregate Limit
(The City of Jacksonville shall be named as an additional insured under all of the above Commercial General Liability coverage.)	
<u>Professional Liability</u> \$1,000,000	
(Professional Liability Coverage will be provided on an occurrence Form or a Claims Made Form with a retroactive date equal to at least the first date of this Agreement and with a three year reporting option beyond the annual expiration date of the policy)	
<u>Auto Liability</u>	
All Autos-owned, non-owned, or hired	\$1,000,000 Combined Single Limit

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

- 13.3.3. Said insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes. Such insurance shall be endorsed to provide for a waiver of underwriter’s rights of subrogation in favor of Owner. Such insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better. Prior to commencing any work on the Project, Certificates of Insurance approved by the City’s Division of Risk Management evidencing the maintenance of said insurance shall be furnished to Owner. The Certificates shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until thirty (30) days after receipt of written notice by Owner. Anything to the contrary notwithstanding, the liabilities of DB Firm under this Agreement shall survive and not be terminated, reduced, or otherwise limited by any expiration or termination of insurance coverages. Neither approval nor failure to disapprove insurance furnished by DB Firm shall relieve DB Firm or its subcontractors from responsibility to provide insurance as required under this Agreement.

- 13.3.4. To the extent any of the above coverages conflict with the RFP, the RFP insurance requirements shall control.

13.4 DB FIRM'S INSURANCE – CONSTRUCTION SERVICES

- 13.4.1 GENERAL: The amounts and types of insurance required should be reasonably commensurate with the hazards and magnitude of the undertaking, but in no event of lesser amount nor more restrictive than the limits of liability and schedule of hazards below described. Insurance requirements should be tailored to the type of construction or operations contemplated.
- 13.4.2 Without limiting its liability under the Agreement, DB Firm shall procure and maintain at its expense during the life of this Contract, insurance of the types and in the minimum amounts stated below
- 13.4.3 Without limiting its liability under the Agreement, DB Firm shall procure and maintain at its expense during the life of this Agreement, and for three (3) years following Project completion, project specific Contractors Pollution Liability in the amount of \$5,000,000 per occurrence and \$5,000,000 aggregate (project specific), which provides coverage for DB Firm, Owner, and subcontractors of any tier with coverage for:
 - 13.4.3.1 Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;
 - 13.4.3.2 Property damage, including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
 - 13.4.3.4 Defense, including costs, charges, and expenses incurred in the investigation, adjustment, or defense of claims for such compensatory damages;
 - 13.4.3.5 Transportation coverage if covered operations include transportation of materials;
 - 13.4.3.6 Non Owned Disposal Coverage if covered operations include removal and disposal of materials;
 - 13.4.3.7 Products/Completed Operations for Pollution arising out of losses caused by pollution conditions that arise from the operations of DB Firm described under the scope of services of this Agreement, including the transportation and disposal of related materials and waste.
- 13.4.4 DB Firm agrees to name Owner as an additional Named Insured and to furnish insurance certificates, showing DB Firm's compliance with this Article. DB Firm agrees to provide Owner with certified copy of Contractor's Pollution Policy within 60 days of effective date. DB Firm also agrees to notify Owner thirty days in advance of any cancellation or change to insurance coverages shown on the certificate.

SCHEDULE	LIMITS
<u>Commercial General Liability Occurrence Basis Only</u>	
Premises-Operations Blanket X, C, U Hazards Products/Completed Operations Contractual Liability Independent Contractors Watercraft, if applicable	\$2,000,000 Aggregate \$1,000,000 Per Occurrence
The City of Jacksonville shall be named as an additional insured under all of the above Commercial General Liability coverage.	
<u>Auto Liability</u>	
All Autos-owned, non-owned, or hired	\$1,000,000 Combined Single Limit

Worker's Compensation	
Florida Statutory Coverage & Employer's Liability (Including appropriate Federal Acts-USL&H and Jones Act)	\$100,000 Each Accident \$500,000 Disease Policy Limit \$100,000 Each Employee/Disease

DB Firm and its subcontractors shall procure and maintain during the life of the subcontract insurance of the types and in amounts no less than stated above. If a subcontractor is not required to carry Worker's Compensation coverage as defined under Chapter 440, Florida Statutes, the above requirement may be waived. Subcontractor is responsible for determining the applicability of Chapter 440, Florida Statutes. Subcontractor is responsible for worker's compensation benefits payable to an injured employee as defined by Chapter 440, Florida Statutes. Written confirmation verifying exemption will be provided on subcontractor's letterhead signed by an officer or authorized representative.

- 13.4.4 Said insurance described in 13.4.2 and 13.4.3 shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes. Such insurance shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of Owner. Such insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better. Prior to commencing any work on the project, Certificates of Insurance approved by the City's Division of Insurance and Risk Management evidencing the maintenance of said insurance shall be furnished to Owner.
- 13.4.5 Said insurance shall be written by a company or companies approved to do business in the State of Florida and acceptable to the City's Division of Risk Management. Before commencing any work hereunder, certificates evidencing the maintenance of said insurance shall be furnished to Owner and its agents.
- 13.4.6 The insurance shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until 30 days after receipt of written notice to Owner. Cancellation or non-renewal of any insurance policy shall in no way limit DB Firm's liabilities hereunder.
- 13.4.7 Prior to award of an agreement, the DB Firm shall be required to present a letter (or other written statement) from its Insurance Agent affirming:
 - 13.4.7.1 that the Agent has personally reviewed the insurance requirements of the Contract Documents, and
 - 213.4.7.2 that the Agent is able (having proper market) to provide the coverages and limits of liability required on behalf of DB Firm.
- 13.4.8 In the event that any part of the work to be performed hereunder shall require DB Firm or its subcontractors to enter, cross, or work upon or beneath the property, tracks, or right-of-way of a railroad or railroads, DB Firm shall, before commencing any such work and at its expense, procure and carry liability or protective insurance coverage in such form and amounts as each railroad shall require. Owner shall notify DB Firm what railroads and rights of way are affected.
- 13.4.9 The original of such policy shall be delivered to the railroad involved, with copies to Owner and its agents. DB Firm shall not be permitted to enter upon or perform any work on the railroad's property until such insurance has been furnished to the satisfaction of the railroad. The insurance herein specified is in addition to any other insurance which may be required by Owner and shall be kept in effect at all times while work is being performed on or about the property, tracks, or right-of-way of the railroad.
- 13.4.10 Depending upon the nature of any aspect of the Project and its accompanying exposures and liabilities, Owner may, at its sole option, require additional insurance coverages in amounts

responsive to those liabilities; such coverages may or may not require that Owner and other authorized representatives also be named as an additional insured.

- 13.4.11 Neither approval of nor failure to disapprove insurance furnished by DB Firm shall relieve DB Firm from its responsibility to provide insurance as required by this Agreement. Anything to the contrary notwithstanding, the liabilities of DB Firm under this Agreement shall survive and not be terminated, reduced, or otherwise limited by any expiration or termination of insurance coverage.
- 13.4.12 To the extent any of the above coverages conflict with the RFP, the RFP insurance requirements shall control.

13.5 WAIVER OF SUBROGATION

13.5.1 Damages Caused by Perils Covered by Insurance

Owner and DB Firm waive all rights against each other for damages caused by perils covered by insurance provided under Article 13.3 and 13.4 to the extent covered by such insurance except such rights as they may have to the proceeds of such insurance held by Owner and DB Firm as trustees. DB Firm shall require similar waivers from all subcontractors and their sub subcontractors.

13.5.2 Loss or Damage to Equipment Covered by Insurance

Owner and DB Firm waive all rights against each other for loss or damage to any equipment used in connection with the Project and covered by any property insurance. DB Firm shall require similar waivers from all subcontractors and their sub subcontractors.

13.5.3 Property and Consequential Loss Policies

Owner waives subrogation against the DB Firm on all property and consequential loss policies carried by Owner on adjacent properties and under property and consequential loss policies purchased for the Project after its completion.

- 13.5.4 Endorsement of Policies If the policies of insurance referred to in this Article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owner of such policies will cause them to be so endorsed, failure to obtain proper endorsement nullifies the waiver of subrogation.

13.5.5 Owner

Owner shall be an additional insured on all policies of insurance, without waiving any indemnity or limitation under the law.

ARTICLE 14

TERM OF AGREEMENT, TERMINATION OF THE AGREEMENT AND OWNER'S RIGHT TO PERFORM DB FIRM'S OBLIGATION

14.1 TERM OF AGREEMENT

The Agreement shall be in force from the Effective Date until completion of remediation work on all of the parcels in the Remediation Site that Owner determines, in its sole discretion, are required to be remediated, acceptance by Owner of the work performed, and final payment, including resolution of all disputes, claims, or suits, if any. Certain provisions of this Agreement shall extend past termination, including without limitation warranty provisions and insurance and indemnification obligations of DB Firm.

14.2 TERMINATION BY DB FIRM

If the Project is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of DB Firm, or if the Project should be stopped for a period of thirty (30) days by DB Firm for Owner's failure to make payments thereon, then DB Firm may, upon seven (7) days' written notice to the Owner, request payment for all work executed, DB Firm's fees earned to date, and for any proven loss sustained upon any materials, equipment, tools, construction equipment, and machinery, including reasonable profit on work performed and terminal expenses incurred by DB Firm, excluding legal fees.

14.3 TERMINATION DUE TO LACK OF FUNDING

If Multi-Year Funding is specified for the Project, and should additional funding NOT be appropriated, Owner shall pay DB Firm for all work performed up to the approved appropriation for the work completed. DB Firm is not entitled and shall not be paid additional compensation for termination due to additional funding's not being approved.

14.4 TERMINATION BASED ON UNACCEPTABLE PERFORMANCE EVALUATION

14.4.1 Use of Db Firm Performance Evaluation Scorecards

Owner may evaluate DB Firm's performance using the evaluation criteria shown on the vendor scorecard included in this Agreement as **Exhibit G**. Scores for all metrics shown on the evaluation range from a low of 1, meaning significantly deficient performance, to a high of 5, meaning exceptionally good performance. DB Firm's performance shall be classified as Top Performance, Acceptable Performance, or Unacceptable Performance, as defined herein. The evaluator will be a designated Owner employee or Owner contractor familiar with the performance of DB Firm. The evaluator and the Program Manager may review deficient performance letters and Unacceptable Performance scorecards, as described below, prior to issuance. Owner may also designate other personnel, in addition to the evaluator and the Program Manager, to review or provide input on the scorecard. When evaluating DB Firm's performance, Owner will consider the performance of DB Firm's subcontractors and DB Firm, as part of the DB Firm's performance.

14.4.2 Frequency of Evaluations

Owner shall conduct a performance evaluation after the completion of the remediation of Part 5 of the Project. Owner may also conduct performance evaluations and prepare scorecards in accordance with the procedures described herein at any time during performance of the Project or soon after the completion of the Project. Owner may conduct one or more evaluations determined solely at the discretion of Owner.

14.4.3 Notice and Response Timeframes

The number of days specified in the policy and procedures below, including DB Firm and contractor response times, cure periods, and the like, are for example only. Owner reserves the right, in all cases, to modify these notice and response times, at its sole discretion, to account for such items as remaining term of contract and risk of continued Unacceptable Performance.

14.4.4 Unacceptable Performance

14.4.4.1 If at anytime the Owner determines, using the criteria described on the scorecard, that the performance of DB Firm is Unacceptable, the Program Manager or its designated alternate will notify DB Firm of such in a letter. The Program Manager will schedule a meeting at Owner's offices within 10 days. An officer of DB Firm shall attend such meeting and present a corrective action plan to bring performance

to at least Acceptable Performance.

14.4.4.2 Within 30 days from date of the first Unacceptable Performance letter, the Program Manager or its designated alternate will notify DB Firm by letter as to whether its performance, as determined solely by Owner, is meeting expectations or is continuing to be Unacceptable. If DB Firm's performance as described in the letter is meeting expectations, no further remedial action is required by DB Firm as long as DB Firm's performance continues to be Acceptable.

14.4.4.3 If DB Firm's performance as described in the letter continues to be Unacceptable, or is inconsistently Acceptable, then DB Firm shall have 15 days from date of a second letter to demonstrate solely through its performance of the Project that it has achieved Acceptable Performance. At the end of the 15-day period, Owner will prepare a scorecard documenting DB Firm's performance from the start of the Project or date of most recent scorecard, whichever is later, and giving due consideration to improvements DB Firm has made in its performance or its failure to improve. If the scorecard shows DB Firm's performance is Acceptable, then no further remedial action is required by DB Firm as long as DB Firm's performance remains Acceptable. If the scorecard shows DB Firm's performance is Unacceptable, the Owner will take such actions as it deems appropriate, including but not limited to terminating the Agreement for breach, suspending DB Firm from bidding on any Owner-related solicitations, and other remedies available in the City Procurement Code and in law. Such action does not relieve DB Firm of its obligations under the Agreement nor does it preclude an earlier termination.

14.4.4.4 If DB Firm has already received three Deficient Performance Letters in the most recent 12-month period and is going to be issued a fourth, then Owner will prepare a scorecard describing the deficiencies and DB Firm's performance will be scored as Unacceptable.

14.4.5 Acceptable Performance

Owner expects DB Firm's performance to be at a minimum Acceptable. Where DB Firm's performance is determined to be Acceptable, no response to the scorecard on the part of Owner or DB Firm is required.

14.4.6 Financial Incentives

DB Firm may be eligible for financial incentives for customer satisfaction and commitment to local community as described in **Exhibit H** of this Agreement and as contained in DB Firm's Pricing Proposal Schedule, attached hereto as **Exhibit F**.

14.4.7 Disputes

14.4.7.1 In the event that DB Firm wants to dispute the results of its scorecard performance evaluation, DB Firm must submit a letter to the Program Manager supplying supplemental information that it believes Owner failed to take into account when preparing the scorecard. Such letter, along with supplemental information, must be submitted no later than 10 days following the DB Firm's receipt of the scorecard. If the Program Manager decides to change the scorecard, DB Firm will be notified and a revised scorecard will be prepared and a copy issued to DB Firm. If the Program Manager decides that no change is warranted, the decision of the Program Manager is final.

14.4.7.2 There can be no expectation of confidentiality of performance-related data in that all performance-related data is subject to disclosure pursuant to Florida Public Records Laws. All scorecards are the property of Owner.

14.5 TERMINATION BY OWNER WITHOUT CAUSE

- 14.5.1. If Owner terminates this Agreement other than pursuant to Article 14.3, 14.4 and/or 14.6 and without cause after 15 days' written notice, Owner shall reimburse DB Firm for any unpaid Project costs due DB Firm at the time of termination, including any costs of lower tier subcontractors or vendor terminations upon review and approval by the Owner.
- 14.5.1.1 Owner shall also pay to DB Firm fair compensation, either by purchase or rental at the election of Owner, for any equipment retained.
- 14.5.1.2 In case of such termination of Agreement, Owner shall further assume and become liable for obligations, commitments, and unsettled contractual claims that DB Firm has previously undertaken or incurred in good faith in connection with the Project before notice of intent to terminate.
- 14.5.1.3 DB Firm shall, as a condition of receiving the payments referred to in this Article 14, execute and deliver all such papers and take all such steps, including the legal assignment of its contractual rights, as Owner may require for the purpose of fully vesting in its the rights and benefits of DB Firm under such obligations or commitments.
- 14.5.1.4 Owner does not assume any responsibility for liabilities of DB Firm relating to issues that were in dispute between DB Firm or any subcontractor or supplier existing prior to termination.
- 14.5.2. If the final cost estimates or lack of legislative funding makes the Project no longer feasible from the standpoint of Owner, Owner may terminate this Agreement and pay DB Firm any outstanding invoices for work performed up to receipt of the notice of termination.

14.6 TERMINATION FOR DEFAULT-BOND

- 14.6.1 Owner may give DB Firm written notice to discontinue all or part of the work on the Project under the Agreement or a Notice to Cure a material breach in the event that:
- 14.6.1.1 The DB Firm assigns or subcontracts the Work without prior written permission.
- 14.6.1.2 Any petition is filed or any proceeding is commenced by or against the DB Firm (or any company holding a more than a 50% interest in DB Firm) for relief under any bankruptcy or insolvency laws.
- 14.6.1.3 A receiver is appointed for the DB Firm's properties or the DB Firm commits any act of insolvency (however evidenced);
- 14.6.1.4 The DB Firm makes an assignment for the benefit of creditors.
- 14.6.1.5 The DB Firm suspends the operation of a substantial portion of its business.
- 14.6.1.6 The DB Firm suspends the whole or any part of the Work to the extent that it impacts the DB Firm's ability to meet the Work schedule, or the DB Firm abandons the whole or any part of the work.
- 14.6.1.7 DB Firm, at any time, violates any of the conditions or provisions of the Contract Documents, or DB Firm fails to perform as specified in the Contract Documents, or DB Firm is not complying with the Contract Documents.
- 14.6.1.8 The DB Firm attempts to willfully impose upon Owner items or workmanship that

are, in Owner's sole opinion, defective or of unacceptable quality.

- 14.6.1.9 The DB Firm breaches any of the representations or warranties.
 - 14.6.1.10 The DB Firm is determined, in Owner's sole opinion, to have misrepresented the utilization of funds or misappropriate property belonging to Owner.
 - 14.6.1.11 There is an adverse material change in the financial or business condition of the DB Firm.
- 14.6.2 If within 30 days after service of such notice to discontinue or notice to cure upon DB Firm, an arrangement satisfactory to Owner has not been made by thDB Firm for continuance of the Work or the material breach has not been remedied, Owner may declare DB Firm to be in default and terminate the Agreement.
- 14.6.3 Once DB Firm is declared in default and the Agreement has been terminated, Owner will notify the Surety in writing of the termination. The Surety shall, at Owner's sole option, take one (1) of the following actions:
- 14.6.3.1 Within a reasonable time, but in no event later than thirty (30) days from Owner's written notice of termination for default, arrange for DB Firm with Owner's consent, which shall not be unreasonably withheld, to complete the Agreement and the Surety shall pay Owner all losses, delay and disruption damages and all other damages, expenses, costs, and statutory attorney's fees, including those incurred in appellate proceedings, that Owner sustains because of a default by DB Firm under the Agreement;
 - 14.6.3.2 Within a reasonable time, but in no event longer than sixty (60) days after Owner's written notice of termination for default, award a contract to a completion contractor and issue notice to proceed or alternatively, Owner may elect to have the Surety determine jointly with Owner the lowest responsible qualified bidder, to have the Surety arrange for a contract between such bidder and Owner, and have the Surety make available as Work progresses sufficient funds to pay the cost of completion less the balance of the Agreement price. Alternatively, the Owner may elect to have Surety determine jointly with Owner the lowest responsible qualified bidder, to have Surety arrange for a contract between such bidder and Owner, and for Surety to make available as work progresses sufficient funds to pay the cost of completion less the balance of the contract price (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph). The term "balance of the contract price," as used in this bond, shall mean the total amount payable by Owner to DB Firm or under the Agreement and any approved change orders thereto, less the amount paid by Owner to DB Firm. Regardless of the alternative chosen, Surety shall pay Owner all remaining losses, delay and disruption damages, and all other damages, expenses, costs, and statutory attorneys' fees, including those incurred in appellate proceedings, that Owner sustains because of a default by DB Firm under the Agreement; or
 - 14.6.3.3 Within a reasonable time, but in no event later than thirty (30) days from Owner's notice of termination for default, Owner may waive its right to complete or arrange for completion of the Agreement and, within twenty-one (21) days thereafter, determine the amount for which the Surety may be liable to Owner and tender payment to Owner of any amount necessary in order for Owner to complete performance of the Agreement in accordance with its terms and conditions less the balance of the Agreement price, and shall also indemnify and save harmless on account of all claims and damages arising from DB Firm's default under the Agreement, and pay Owner for all losses, delay and disruption damages, and all other damages, expenses, costs, and statutory attorneys' fees, including those incurred in appellate proceedings, that the Owner sustains because of a default by

DB Firm under the Agreement.

- 14.6.4 Owner shall have the right to take possession of and use any of the materials, tools, equipment, supplies, and property of any kind provided by DB Firm for the purpose of this Work.
- 14.6.5 Owner will charge the expense of completing the Work to DB Firm and will deduct such expenses from monies due, or which at any time thereafter may become due, to DB Firm. If such expenses are more than the sum that would otherwise have been payable under the Agreement, then DB Firm or Surety shall pay the amount of such excess to Owner upon notice of the expenses from Owner. Owner shall not be required to obtain the lowest price for completing the Work under the Agreement but may make such expenditures that, in its sole judgment, shall best accomplish such completion. Owner will, however, make reasonable efforts to mitigate the excess costs of completing the Work.
- 14.6.6 The Agreement Documents shall in no way limit Owner's right to all remedies for nonperformance provided under law or in equity, except as specifically set forth herein. In the event of termination for nonperformance, the DB Firm shall immediately surrender all Work records to Owner. In such a case, Owner may set off any money owed to the DB Firm against any liabilities resulting from the DB Firm's nonperformance.
- 14.6.7 Owner has no responsibility whatsoever to issue notices of any kind, including but not limited to deficient performance letters and scorecards, to the DB Firm regarding its performance prior to default by DB Firm for performance-related issues after it has complied with the procedures found in Article 14.3.
- 14.6.8 Owner shall have no liability to DB Firm for termination costs arising out of the Agreement or any of the DB Firm's subcontracts as a result of termination for default.
- 14.6.9 Immediately upon termination or expiration of this Agreement, DB Firm must return to Owner all materials, documents, and things used by DB Firm and belonging to Owner, including proposals, computer files, borrower files, building keys, and any other property or information regarding continued business compliance or goodwill, whether in electronic or hard-copy form. Furthermore, upon Owner's request, DB Firm shall certify in writing that all of the foregoing documents or materials, including archival or backup copies, whether in electronic or hard-copy form, have been returned to Owner, deleted from any computer system, or otherwise destroyed.
- 14.6.10 Notwithstanding any other provision in this Agreement to the contrary, the duration of this Agreement after the initial year shall be contingent upon the existence of lawfully appropriated funds for each subsequent year of the term.

ARTICLE 15 ASSIGNMENT AND GOVERNING LAW

15.1 ASSIGNMENT CONSENT

Neither Owner nor DB Firm shall assign its interest in this Agreement without the written consent of the other.

15.2 GOVERNING LAWS

This Agreement shall be governed exclusively by the Laws of the State of Florida, and venue for any action shall be in the court of appropriate jurisdiction located exclusively in Duval County, Florida.

ARTICLE 16
NOTICE OF CLAIM: WAIVER OF REMEDIES; NO DAMAGES FOR DELAY

16.1 GOVERNING PROVISIONS

Owner's liability to DB Firm for any claims arising out of or related to the subject matter of this Agreement, whether in contract or tort, including but not limited to claims for extension of construction time, for payment by Owner of the costs, damages, or losses because of changed conditions under which the work is to be performed, or for additional work shall be governed by the following provisions:

- 16.1.1 DB Firm must submit a Notice of Claim to Owner within seven (7) days of the day DB Firm was or reasonably should have been aware of the occurrence of the event giving rise to the claim; and
- 16.1.2 Within fourteen (14) days of submitting its Notice of Claim, DB Firm shall submit to Owner its Request for Change Order, which shall include a written statement of all details of the claim, including a description of the work affected.
- 16.1.3 DB Firm agrees that the Owner shall not be liable for any claim that the DB Firm fails to submit as timely notice a Request for Change Order as provided herein.

16.2 WRITTEN DETERMINATION OF CLAIM

After receipt of a Request for Change Order, Owner shall deliver to DB Firm its written determination of the claim. As to matters subject to the determination by final agency action (not actions for breach of contract or tort) Owner's written decision shall be final agency action unless DB Firm requests an administrative proceeding pursuant to City of Jacksonville Policies.

16.3 EXCLUSIVE REMEDY OF CLAIM

- 16.3.1 DB Firm agrees that its sole remedy for any claims, damages, or losses related to any delay, disruption, or hindrance alleged to be caused by Owner or any of Owner's agents or other contractors shall be an extension of the Agreement completion date.
- 16.3.2 Any demand for equitable adjustment must be served in writing to Owner within five days from the event giving rise to any delay, disruption, or hindrance. Any request for an equitable adjustment shall be accompanied by a logical time impact analysis demonstrating the nature and magnitude of the event to the critical path.
- 16.3.3 Failure to strictly comply with these requirements shall be deemed a waiver of any right to seek equitable adjustment.
- 16.3.4 In the event the "no damage for delay" clause is inapplicable, there shall be no recovery for office overhead. Any damages claimed shall be proven by discreet accounting of direct Project costs and no theoretical formula or industry estimating reference manuals shall be permissible.

ARTICLE 17
MISCELLANEOUS

17.1 HARMONY

DB Firm is advised and hereby agrees that it will exert every reasonable and diligent effort to assure that all labor employed by DB Firm and its subcontractors for work on the Project shall work in harmony with and be compatible with all other labor now or hereafter on the Remediation Site. DB Firm further agrees that this provision will be included in all subcontracts of the subcontractors as well as the DB Firm's own contract; provided, however, that this provision shall not be interpreted or enforced so as to

deny or abridge, on account of membership or non-membership in any labor union or labor organization, the right of any person to work as guaranteed by Article 1, Section 6 of the Florida Constitution.

17.2 APPRENTICES

If DB Firm employs apprentices on the Project, the behavior of DB Firm and Owner shall be governed by the provisions of Chapter 446, Florida Statutes, and by applicable standards and policies governing apprentice programs and agreements established by the Division of Labor of the State of Florida Department of Labor and Employment Security. DB Firm will include a provision similar to the foregoing sentence in each subcontract.

17.3 INVOICES SUBMITTED UNDER ARTICLE 12

Invoices submitted under Article 12 shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Invoices for any travel expenses shall be submitted in accordance with procedures specified in Chapter 106, Part 7, *Ordinance Code*, governing payments by Owner for travel expenses.

17.4 DB FIRM'S PROJECT RECORDS

DB Firm's Project Records shall be maintained as prescribed hereinabove for the minimum period required by federal law, Chapter 126, *Ordinance Code*, and Chapter 119, Florida Statutes, shall be made available to Owner or its authorized representative at mutually convenient times. Any records relating to claims, directly or indirectly, shall be provided within 15 days of written request to Owner or its agent.

17.5 PUBLIC ENTITY CRIME INFORMATION STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not: submit a bid on a contract to provide any goods or services to a public entity; submit a bid on a contract with a public entity for the construction or repair of a public building or public work; submit bids on leases of real property to a public entity; be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; or transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

17.8 SEVERABILITY

Should any provision of this Agreement be deemed or determined to be unenforceable by a court of competent jurisdiction, the remaining contract provisions shall remain in full force and effect.

17.9 UNAUTHORIZED ALIENS

Owner shall consider the employment by DB Firm of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Agreement.

17.10 SALES TAX EXEMPTION

If Owner determines it to be in its best interests, DB Firm may serve as Owner's agent for the limited purpose of obtaining quotes for materials and to otherwise assist in the procurement of materials that will be purchased directly by Owner in compliance with Section 212, Florida Statutes, and Chapter 126, *Ordinance Code*. As part of DB Firm's responsibility, it shall administer this procurement process consistent with the following procedures and requirements:

17.10.1 A Purchase Order Requisition Form (in a form acceptable to Owner and DB Firm) shall be prepared by DB Firm and submitted to Owner before ordering Owner-purchased materials. The requisition form will provide the name, address, telephone number, and contact person for the materials supplier; and a list of required items, the quantity needed, the price and sales tax

associated with the materials, and delivery dates established by DB Firm.

- 17.10.2 Owner will prepare and issue standard Owner Purchase Order Forms to the vendors. In conjunction with the execution of Owner's Purchase Orders, DB Firm shall execute and deliver to Owner deductive change orders reflecting the full value of all materials directly purchased by Owner and all sales tax savings associated with the materials.
- 17.10.3 DB Firm will be responsible for all matters relating to the receipt of materials purchased by Owner, including verifying correct quantities and inspection and acceptance of the goods at the time of delivery. Vendors will forward the invoice directly to Owner for payment.
- 17.10.4 Title to the Owner-purchased materials will vest in Owner at the time the materials are delivered to Owner-owned construction site (F.O.B. job site).
- 17.10.5 Owner will be billed directly by the selling vendor for purchases of building materials. All discounts are for the account of the Owner.
- 17.10.6 Owner shall make payment for the building materials directly to the selling vendor.

The reasonable costs of all Payment and Performance Bonds and Owner's Insurance, including Builder's Risk Insurance shall be a reimbursable expense to DB Firm by Owner. Owner is an additional named insured on DB Firm's Builder's Risk Insurance and, in the event of damage or destruction to Owner-purchased materials, Owner will receive all proceeds derived from all claims against insurers or others to pay for repair or reconstruction as a result of damage or destruction, or as is in the best interests of Owner.

- 17.10.7 DB Firm shall be responsible for coordinating the delivery, storage, and incorporation of material purchases made by Owner pursuant to this Article. Once the materials are incorporated into the Project, they become the responsibility of DB Firm. Owner shall include a consent to assignment to DB Firm in each of its purchase orders submitted hereunder and shall assign the purchase orders to DB Firm once the materials have been incorporated into the Project so that DB Firm has the right to enforce all warranty obligations on the vendor supplying the materials. A failure by DB Firm to comply with the tax exemption procedures which results in taxes, fines, or damages to Owner shall be the sole responsibility and liability of DB Firm.

17.11 DB Firm and Owner waive any right to seek attorney's fees and claim preparation costs.

17.12 DB Firm shall not present nor recover on any claim from Owner based on any formulas or on any hypothetical or statistical methodologies used in damage computation. DB Firm may only recover for damages which are documented using discreet accounting records, and with pay records that specifically indicate any alleged damage, loss, or cost.

17.13 JACKSONVILLE SMALL & EMERGING BUSINESS (JSEB) PROGRAM

As official policy, Owner encourages the maximum participation of Jacksonville Small and Emerging Business Enterprise (JSEB) in its contract awards based upon availability. Owner intends to adopt this program to reflect the philosophy with regard to enhancing participation of JSEB in all areas of procurement. A JSEB participating on City projects must be certified as a JSEB with Minority Business Enterprise (MBE) status with the City's Equal Business Opportunity Division of the Department of Procurement. The Project has been designated an Equal Business Opportunity Program with an established 25% participation goal with any combination of JSEB certified businesses. Owner shall adhere to the requirements for the Equal Business Opportunity Program as provided in Attachment I to the RFP – Equal Business Opportunity Program Participation Percentage Plan for Jacksonville Small and Emerging Business. Prospective DB Firms shall refer for more information on the subject to the following:

<http://www.coj.net/Departments/Central+Operations/Equal+Business+Opportunity+Contract+Compliance/default.htm>.

17.14 FULL AND FAIR CONSIDERATION OF EX-OFFENDERS FOR AWARDED CONTRACTOR DIRECT HIRING

It is the policy of the City of Jacksonville that the rehabilitation of ex-offenders is an essential component in a community fight against criminal activity. Qualified ex-offenders must receive full and fair consideration for hire by the City of Jacksonville and by those contractors doing business with the City of Jacksonville. The hiring of ex-offenders into fair-paying jobs helps restore the economic stability of ex-offenders, supports their rehabilitation, reduces recidivism, and contributes to a crime-free environment in the community. This policy is intended to encourage companies doing business with the City of Jacksonville to provide consideration and opportunities to ex-offenders without compromising security to such companies or to the City and its citizens and without unnecessarily depriving opportunities to others. While nothing in the policy establishes a fixed quota or specific number of individuals to be hired or for a contract to be awarded, it is the policy of the City of Jacksonville to take a leading role in the rehabilitation of ex-offenders and reduce recidivism by providing meaningful employment opportunities. Requirements for the Full and Fair Consideration of Ex-Offenders for Awarded Contractor Direct Hiring Program are provided in Attachment J to the RFP.

17.15 DB Firm shall comply, and be responsible for all costs associated, with all federal, state and local laws.

17.16 NOTIFICATION OF SURETY

DB Firm shall notify its surety of any change affecting the general scope of the work or altering the contract price. The amount of the applicable bonds shall be adjusted accordingly and DB Firm shall furnish proof of such adjustment to Owner within 10 days of the change order or purchase order.

17.17 PAYMENT OF OVERTIME

Any overtime required for DB Firm to complete the Work within the contract time shall be at the sole cost and expense of DB Firm. If Owner requires DB Firm to perform overtime work in order to complete the Work prior to the contract time, DB Firm shall bill Owner for the overtime such that only the actual costs incurred by DB Firm relating to the payment of overtime premiums, in accordance with its labor policies and applicable laws. Such actual costs include overtime wage premium and additional taxes and insurance directly associated with the overtime wage premium. DB Firm agrees that it will not charge for personnel paid a salary, or other form of compensation such that DB Firm incurs no direct costs as a result of the overtime. DB Firm shall total the direct overtime charges and add the agreed upon overhead rate, but in no case shall such overhead rate exceed 10 percent of the total overtime costs. Overtime may only be charged to Owner if DB Firm was directed in writing by the Program Manager to incur the overtime. Such authorization for overtime shall be accompanied by a Change Order.

17.18 SCHEDULING OF OVERTIME

Whenever DB Firm schedules Work beyond eight hours per day for a five day week, beyond 10 hours per day for a four day week, beyond 40 hours per week, or on Saturdays, Sundays, or Holidays, then DB Firm shall arrange in advance for the Owner or the Owner's representative to inspect the Work performed during overtime. DB Firm shall not perform overtime Work or after-hours Work without Owner or Owner's representative at the Work location or available to perform the inspections as directed by the Program Manager. Except where Owner has requested DB Firm to schedule overtime to perform additional Work, DB Firm shall reimburse Owner for any additional costs associated with Owner or the Owner's Representatives' overtime pay.

17.19 SHOW-UP PAY

In the event that inclement weather prevents DB Firm from performing Work, DB Firm may be obligated to pay its crew a show-up pay. DB Firm shall be solely responsible for providing this pay.

17.20 PROPRIETARY INFORMATION

DB Firm shall not copy, reproduce, or disclose to third parties, except in connection with the Work, any

information that Owner furnishes to DB Firm. DB Firm shall insert in any subcontract a restriction on the use of all information furnished by Owner. DB Firm shall not use this information on another project. All information furnished by Owner will be returned to Owner upon completion of the Work.

17.21 CONFIDENTIALITY AND PUBLIC RECORD LAWS

17.21.1 Any information disclosed by one party ("Disclosing Party") to the other party ("Recipient") in connection with this Agreement that is marked confidential or that, due to its character and nature, a reasonable person under like circumstances would treat as confidential (the "Confidential Information") will be protected and held in confidence by the Recipient. Confidential Information will be used only for the purposes of this Agreement and related internal administrative purposes. Disclosure of the Confidential Information will be restricted to the Recipient's employees, contractors, or alliance companies on a "need to know" basis in connection with the Work, who are bound by confidentiality obligations no less stringent than these prior to any disclosure. Each party may disclose Confidential Information relating to the Work to providers of goods and services for the engagement to the extent such disclosure is necessary and reasonably anticipated. Confidential Information does not include information which: (i) is already known to Recipient at the time of disclosure; (ii) is or becomes publicly known through no wrongful act or failure of the Recipient; (iii) is independently developed by Recipient without benefit of Disclosing Party's Confidential Information; or, (iv) is received from a third party which is not under and does not thereby breach an obligation of confidentiality. Each party agrees to protect the other's Confidential Information at all times and in the same manner as each protects the confidentiality of its own proprietary and confidential materials, but in no event with less than a reasonable standard of care. A Recipient may disclose Confidential Information to the extent required by law but that disclosure does not relieve Recipient of its confidentiality obligations with respect to any other party. Except as to the confidentiality of trade secrets, these confidentiality restrictions and obligations will terminate five (5) years after the expiration or termination of the Agreement under which the Confidential Information was disclosed, unless the law requires a longer period.

17.21.2 The parties acknowledge that Owner is a municipal corporation that is subject to Chapter 119, Florida Statutes, and related statutes known as the "Public Records Laws." If a request is made to view such Confidential Information, Owner will notify DB Firm of such request and the date that such records will be released to the requester unless DB Firm obtains a court order enjoining such disclosure. If DB Firm fails to obtain that court order enjoining disclosure, Owner will release the requested information on the date specified. Such release shall be deemed to be made with DB Firm's consent and will not be deemed to be a violation of law, including but not limited to laws concerning trade secrets, copyright, or other intellectual property. In the event DB Firm breaches this Agreement, DB Firm hereby grants Owner a limited license to use the Confidential Information in any reasonable way in order to mitigate Owner's damages.

17.22 CONFLICT AND ORDER OF PRECEDENCE

17.22.1 The Agreement shall consist of Owner's Agreement or Purchase Order together with these specifications and conditions, including but not limited to the executed Bid Document, which shall be collectively referred to as the Contract Documents. This Agreement is the complete agreement between the parties. Parol or extrinsic evidence will not be used to vary or contradict the express terms of this Agreement. The Contract Documents are complementary; what is called for by one is binding as if called for by all. DB Firm shall, upon discovery, inform Owner in writing of any conflict, error, or discrepancy in the Contract Documents. Should DB Firm proceed with the Work prior to written resolution of the error or conflict by Owner, all Work done is at the sole risk of DB Firm. Owner will generally consider this precedence of the Contract Documents in resolving any conflict, error, or discrepancy:

- Executed Change Orders
- Amendments to the Agreement
- Agreement and Exhibit(s) thereto, including Pricing Proposal Form

- Addenda Issued Prior to Receipt of Bids
- Performance Specifications
- Special Conditions of the Specifications
- Remedial Work Plan
- Technical Provisions of the Specifications
- Drawings
- Request for Proposal
- Instructions for RFP Respondents
- General Conditions

17.22.2 Any specific item stated in the General Conditions, Special Conditions, or Technical Specifications takes precedence over an item which is made part of the documents by being added by reference.

17.23 FORCE MAJEURE

No party shall be liable for any default or delay in the performance of its obligations under this Agreement due to an act of God or other event to the extent that: the non-performing party is without fault in causing such default or delay; such default or delay could not have been prevented by reasonable precautions; and, such default or delay could not have been reasonably circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means. Such causes include but are not limited to: act of civil or military authority (including but not limited to courts or administrative agencies); acts of God; war; terrorist attacks; riot; insurrection; inability of Owner to secure approval, validation or sale of bonds; blockades; embargoes; sabotage; epidemics; fires; hurricanes, tornados, floods; and strikes. In the event of any delay resulting from such causes, the time for performance of each of the parties hereunder (including the payment of monies if such event actually prevents payment) shall be extended for a period of time reasonably necessary to overcome the effect of such delay, except as provided for elsewhere in the Contract Documents. In the event of any delay or nonperformance resulting from such causes, the party affected shall promptly notify the other in writing of the nature, cause, date of commencement, and the anticipated impact of such delay or nonperformance. Such written notice, including Change Orders, shall indicate the extent, if any, to which it is anticipated that any delivery or completion dates will be thereby affected.

17.24 NONWAIVER

Failure by either party to insist upon strict performance of any of the provisions of the Agreement will not release either party from any of its obligations under the Agreement.

17.25 WAIVER OF CLAIMS

A delay or omission by Owner to exercise any right or power under this Agreement shall not be construed to be a waiver thereof. A waiver by Owner under this Agreement shall not be effective unless it is in writing and signed by the party granting the waiver. A waiver by a party of a right under, or breach of, this Agreement shall not be construed to operate as a waiver of any other or successive rights under, or breaches of, this Agreement. DB Firm's obligations to perform and complete the Work in accordance with the Agreement shall be absolute. None of the following will constitute a waiver of any of Owner's rights under the Agreement: approval or payment of any progress payments or any other payments, including final payment; issuance of the Certificate of Substantial Completion or Certificate of Contract Completion; any use or occupancy of the Work by Owner; nor any correction of faulty or defective work by Owner.

[The remainder of this page was intentionally left blank. Signature page to follow]

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

CITY OF JACKSONVILLE, a Florida municipal corporation

By: 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

Attest:
James B. McCain, Jr.
James B. McCain, Jr.
Corporation Secretary



In compliance with the Charter of the City of Jacksonville, I do certify that there is an unexpended 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.

Funding Sources:

C. Ronald Beltz
Director of Administration and Finance
9261-03
PB

Form approved:
James B. McCain, Jr.
Office of General Counsel

AS WITNESSED

By: Steven R. Wilhelm
Name: STEVEN R. WILHELM

ENVIRONMENTAL RESTORATION, LLC

By: Mark Ruck
Name: Mark Ruck
Title: V.P.

EXHIBIT A

DESIGN-BUILD TEAM ASSIGNED REPRESENTATIVES

OWNER (names)	TITLE
Jeff Foster England, Thims & Miller, Inc	City Program Manager Program Director/Project Engineer
DB FIRM (names)	TITLE
Jeff Foster England, Thims & Miller, Inc	Operations Manager Project Manager

EXHIBIT B

DB FIRMS'S PERSONEL

OFF-SITE SUPPORT STAFF

DB FIRM	TITLE
Russ Gullede	Managing Partner
Lonnie Wright	VP Health and Safety
Adam Detrich	Project Manager

ON-SITE SUPPORT STAFF

DB FIRM	TITLE
Gary Heller	Project Superintendent
Scottie Bone	Site Supervisor
Shakur Brooks	Health and Safety Officer
Brent Glasby	Public Interface Coordinator

EXHIBIT C
DB FIRM'S PERSONNEL
TO BE ASSIGNED DURING DESIGN PHASE

DB FIRM	TITLE	Duration in Months	Percentage of Time Available
1.Adam Detrich	Project Manager	1	25
2.Gary Heller	Project Superintendent	1	100
3.Scottie Bone	Site Supervisor	1	100
4.Shekur Brooks	Site Safety Officer	1	100
5.Brent Glasby	Public Interface Coordinator	1	100

Duty Description:

- 1. Contract administration, Project Plan development.**
- 2. Procure resources and assign project personnel.**
- 3. Startup design implementation and laydown area design.**
- 4. Develop project Health and Safety Plan. Accumulate medical monitoring data of personnel for baseline. Develop air monitoring requirements.**
- 5. Prepare project schedule. Identify excavation order of properties. Coordinate with COJ Representatives for planning property owner meetings.**

EXHIBIT D

**DB FIRM'S PERSONNEL
TO BE ASSIGNED DURING PARCEL REMEDIATION**

OFF-SITE

DB FIRM	TITLE	Duration in Months	Percentage of Time Available
1.Russ Gulledge	Managing Partner	7	10
2.Lonnie Wright	VP Health And Safety	7	10
3.Adam Detrich	Project Manager	7	50

Duty Description:

1. Final approval of Contract terms and change order requests. Approval of large procurement items.

2. Manage Health & Safety policies and procedures. Ensure H&S project and contract requirements are met.

3. Track project schedule and costs. Develop change orders requests. Assure project and contract requirements are met.

EXHIBIT E

**DB FIRM'S PERSONNEL
TO BE ASSIGNED DURING PARCEL REMEDIATION**

On Site

DB FIRM	TITLE	Duration in Months	Percentage of Time Available
1.Gary Heller	Project Superintendent	7	100
2.Scottie Bone	Site Supervisor	7	100
3.Shakur Brooks	Health and Safety	7	100
4.Brent Glasby	Public Interface Coordinator	7	100

Duty Description:

1. Progress meetings and reporting. Point of Contact for COJ and Representatives. Procurement and allocation of resources. Management of subcontractors.

2. Direct field staff and daily operations.

3. Implement project Health and Safety Plan, SOPs, and Safety reporting requirements. Implement and manage air monitoring data.

4. Coordinate with property owners and COJ representatives with property scheduling. Property documentation. Direct Point of Contact for residents and owners.



EXHIBIT G VENDOR SCORECARD

SUPPLIER/CONTRACTOR PERFORMANCE EVALUATION PROGRAM

Contract Number:	Evaluator:
PO Number:	Supervisor:
Bid Number:	Contract Administrator:
Evaluation Number:	Type of Work:
Contract Name:	Evaluation Date:
Vendor Name:	Evaluation Start Date:
Vendor Contact:	Evaluation End Date:

Instructions: Select the box that best describes the performance of the supplier for each performance measure. Not all items in a box must exactly describe the supplier's performance. Rather, select the box that contains the combination of attributes most reflective of the supplier's performance. A score of 3 indicates the supplier met expectations for that metric.

Select Not Applicable if the measure does not apply. Select Insufficient Information if you cannot adequately support a score for that metric. Use the comment sections to clarify and provide examples.

Operation, Maintenance, and Repair Scorecard

	1	2	3	4	5
Timeliness:	0	0	0	0	0
Measure of how well the supplier adheres to schedule, and meets due dates.	Rarely on schedule:	Inconsistently on schedule:	Usually on schedule:	Consistently on schedule:	Always on schedule:
O Not Applicable O Insufficient Information	<p>Few or no due dates met. Little or no sense of urgency. Little or no use of schedules or a scheduling process. More than 20% behind schedule and delay is attributable to supplier's performance.</p>	<p>10%-20% behind schedule and delay is attributed to supplier's performance. Some sense of urgency, but little effective action. Some use of schedule, or some semblance of a scheduling process.</p>	<p>Demonstrated sense of urgency and commitment to a schedule. Less than 10% over or under schedule adjusting for change orders. No portion of delay is attributable to supplier's performance. Regularly uses schedules to plan work and communicate progress and communicate progress.</p>	<p>Proactive in identifying schedule related issues. Scheduling and planning processes formalized. Where being ahead of schedule is beneficial to COJ, work was more than 10% but less than 20% ahead of schedule adjusting for change orders.</p>	<p>Met all due dates, including interim steps. Proactive in identifying and resolving schedule related issues. Scheduling and planning processes formalized and integrated into all aspects of the work. Where being ahead of schedule is beneficial to COJ, work was more than 20% ahead of schedule adjusting for change orders.</p>
Comments:					

Operation, Maintenance, and Repair Scorecard

	1	2	3	4	5
<p>Responsiveness :</p> <p>Measure of how well the supplier responds to on-call maintenance requests as specified in the contract.</p> <p><input type="radio"/> Not Applicable <input type="radio"/> Insufficient Information</p>	<p><input type="radio"/> Poor responsiveness :</p> <p>Did not respond according to specifications. Little or no use of a call tracking system. No sense of urgency.</p>	<p><input type="radio"/> Fair responsiveness :</p> <p>Only sometimes responded according to specifications. Some semblance of a call tracking system with some follow-up. Some sense of urgency, but little effective action.</p>	<p><input type="radio"/> Good responsiveness :</p> <p>Demonstrated sense of urgency and commitment to providing good service. Regularly used call tracking system to monitor service. Usually responded according to specifications.</p>	<p><input type="radio"/> Very good responsiveness :</p> <p>Consistently responded according to specifications. Proactively identified response related issues.</p>	<p><input type="radio"/> Excellent responsiveness :</p> <p>Always responded according to specifications. Call tracking and work management processes documented and used to manage all parts of work. Proactively identified and resolved response related issues.</p>
<p>Comments:</p>					

Operation, Maintenance, and Repair Scorecard

	1 0	2 0	3 0	4 0	5 0
<p>Customer Service:</p> <p>Measure of customer service orientation of contractor to COJ and other agencies involved in the work as demonstrated through courtesy and cooperation, credibility and adequacy of communications, reliability of stated actions, and flexibility.</p> <p>O Not Applicable O Insufficient Information</p>	<p>Poor customer service:</p> <p><i>Demonstrated little or no courtesy or cooperation with others. Inflexible to changing conditions. Little or no regard for serving COJ. Little or no useful communication. Unreliable in meeting commitments.</i></p>	<p>Customer service needs improvement:</p> <p>Some effective communication, but could be improved. Some issues relating to cooperation with others. Some issues that could have been resolved easier had contractor been more flexible. Sometimes did not follow through to ensure commitments made were met.</p>	<p>Good customer service:</p> <p><i>Cooperative and courteous. Demonstrated intent to be flexible to COJ needs. Met commitments made. Timely and useful communications.</i></p>	<p>Very good customer service:</p> <p>Consistently cooperative and courteous. Met all commitments made to COJ and other agencies. Very flexible in handling day-to-day issues. Very good communication and coordination.</p>	<p>Exceptional customer service:</p> <p><i>Always a can-do approach to business and extremely flexible to COJ needs. Always courteous and cooperative. Formal processes for providing updates and other useful communications; excellent verbal and written communicators. Proactively seeks ways to better serve COJ.</i></p>
<p>Comments:</p>					

Operation, Maintenance, and Repair Scorecard

	1	2	3	4	5
<p>Care of COJ Customers:</p> <p>Measure of how well contractor prevents customer complaints and responds to complaints in the event they occur.</p> <p>O Not Applicable O Insufficient Information</p>	<p style="text-align: center;">0</p> <p>Poor customer care:</p> <p>Customer experienced significant distress. Ineffective or untimely response to customer issues. Little or no actions taken to prevent customer related issues. Little or no communication with customer and Project Outreach. Many customer complaints, or one or more significant customer related issues. Required upper management to get involved in resolution. Where survey was used, score of 10 or less on Project Outreach Questionnaire.</p>	<p style="text-align: center;">0</p> <p>Customer care needs improvement:</p> <p>Communication with customer and Project Outreach could be improved. Customer did not experience significant distress. Response to customer issues including timeliness and resolution actions could use improvement. Some actions taken to prevent customer related issues. Some customer complaints received, none of them of major significance. Where survey was used, score of 11 to 14 on Project Outreach Questionnaire.</p>	<p style="text-align: center;">0</p> <p>Good customer care:</p> <p>Customer experienced no distress. Effective and timely actions taken to prevent customer related issues. Effective and timely communication with customer and Project Outreach. Effective and timely resolution of customer issues. Only a few minor customer complaints received. Where survey was used, score of 15 or 16 on Project Outreach Questionnaire.</p>	<p style="text-align: center;">0</p> <p>Very good customer care:</p> <p>No customer related complaints generated that could be considered the contractor's fault. Proactive and very effective actions taken to prevent customer related issues. Very effective communications. Issues resolved quickly, professionally, and customer and Project Outreach pleased with contractor interaction. Where survey was used, score of 17 or 18 on Project Outreach Questionnaire.</p>	<p style="text-align: center;">0</p> <p>Excellent customer care:</p> <p>Customer gives COJ high marks for handling of the project. Formalized processes for providing exceptional care of COJ's customers. No customer complaints received. Several customer compliments received. Where survey was used, score of 19 or 20 on Project Outreach Questionnaire.</p>
<p>Comments:</p>					

Operation, Maintenance, and Repair Scorecard

	1 ⊖	2 0	3 ⊕	4 0	5 ⊕
<p>Financial Performance (Fixed and unit price work)::</p> <p>Measure of the commitment of the contractor to delivering maximum value to COJ.</p> <p>O Not Applicable O Insufficient Information</p>	<p>Poor value for the money:</p> <p>Contractor not forthright or timely with information relative to change orders. Cost overruns of more than 20% attributable to contractor's performance. Supplier missed major opportunities to minimize costs to COJ.</p>	<p>Questionable value for the money:</p> <p>After work began, contractor actively sought out opportunities to submit change orders. Contractor not consistently forthright or timely with information relative to change orders. Cost overruns of more than 10% but less than 20% attributable to contractor's performance. Supplier missed some opportunities to minimize costs to COJ.</p>	<p>Good value for the money:</p> <p>Contractor requested change orders only when scope or circumstances clearly changed. Contractor was forthright and timely with information relative to change orders. Cost overruns of not more than 10%, adjusting for change orders. No portion of overrun attributable to contractor's performance. Supplier did not miss significant opportunities to minimize costs to COJ.</p>	<p>Very good value for the money:</p> <p>Contractor actively sought ways to minimize number and dollar amount of change orders. Contractor found savings of up to 10% by identifying ways COJ could avoid costs that otherwise would have been incurred. Contractor was forthright and timely with information relative to change orders. Supplier found savings of up to 10% of original contract price through value engineering and shared savings with COJ per value engineering clause.</p>	<p>Excellent value for the money:</p> <p>Contractor actively sought ways to minimize number and dollar amount of change orders. Contractor found savings of more than 10% by identifying ways COJ could avoid costs that otherwise would have been incurred. Contractor was forthright and timely with information relative to change orders. Supplier found savings of more than 10% of original contract price through value engineering and shared savings with COJ per value engineering clause.</p>
<p>Comments:</p>					

Operation, Maintenance, and Repair Scorecard

	1 0	2 0	3 0	4 0	5 0
<p>Financial Performance (Time & Material):</p> <p>Measure of the value COJ received for the money paid. Use this section for time & material contracts.</p> <p>O Not Applicable O Insufficient Information</p>	<p>Poor value for the money:</p> <p>Proceeded with significant out of scope work without COJ prior approval producing a significant claim. Where an estimate was provided, costs were more than 30% over estimate considering any mitigating factors. Work was managed poorly with little or no thought given to minimizing costs to COJ.</p>	<p>Questionable value for the money:</p> <p>Contractor did not take reasonable actions to minimize costs to COJ. Where an estimate was provided, costs were more than 15%, but less than 30% over estimate considering mitigating factors. Work was not managed to deliver good value to COJ.</p>	<p>Good value for the money:</p> <p>Contractor took reasonable actions to minimize costs to COJ. Where an estimate was provided, Contractor completed the work at the estimated costs or not more than 15% over estimate considering any mitigating factors. Work was managed adequately.</p>	<p>Very good value for the money:</p> <p>Contractor found savings of up to 10% by identifying ways COJ could avoid costs that otherwise would have been incurred. Where an estimate was provided, project completed under estimate by not more than 10% considering any mitigating factors. Work was well managed with contractor consistently managing project costs.</p>	<p>Excellent value for the money:</p> <p>Contractor found savings of more than 10% by identifying ways COJ could avoid costs that otherwise would have been incurred. Where an estimate was provided, project completed more than 10% under original estimate considering any mitigating factors. Work was managed exceptionally well with contractor always managing project costs.</p>
<p>Comments:</p>					

Operation, Maintenance, and Repair Scorecard

	1	2	3	4	5
<p>Quality -- Workmanship:</p> <p>Measure of the craft skills, knowledge, and dedication to quality work.</p> <p>O Not Applicable O Insufficient Information</p>	<p>⊙ Poor workmanship:</p> <p>Extensive rework required. Workers do not understand the work, nor take any sense of pride in work output. Workers looked for every opportunity to just get the job done.</p>	<p>⊙ Workmanship needs improvement:</p> <p>Some care regarding delivering a quality project. Some demonstrated knowledge of the work. Some significant rework required.</p>	<p>⊙ Good workmanship:</p> <p>Demonstrated experience in the craft and regard for delivering a quality project. Little rework required -- none of it significant.</p>	<p>⊙ Very good workmanship:</p> <p>Contractor's inspection program identified and remedied all defects without notice from COJ. Demonstrated above average knowledge of the craft and a high regard for delivering a quality project. Little or no rework required.</p>	<p>⊙ Exceptional workmanship:</p> <p>Demonstrated a relentless drive to deliver a quality project. Demonstrated an unusually high level of understanding and skill in executing the work. No rework required by COJ.</p>
<p>Comments:</p>					

Operation, Maintenance, and Repair Scorecard

	1	2	3	4	5
Quality -- Equipment Used: Measure of the fitness of equipment used in providing the service. O Not Applicable O Insufficient Information	O Poor equipment usage: Equipment failures caused significant problems. Regularly tried to use poor quality or the incorrect equipment to do the work.	O Equipment usage needs improvement: Equipment used caused service quality issues. Periodically used unfit equipment.	O Good equipment usage: No significant issues were created as a result of equipment failures. Used good quality, appropriate equipment to do the work.	O Very good equipment usage: Equipment used contributed to above average quality or otherwise significantly improved service delivery. Used innovative, well- maintained equipment.	O Exceptional equipment usage: Incorporated numerous equipment innovations in delivery of the service. Innovative equipment use produced exceptional results.
Comments:					

Operation, Maintenance, and Repair Scorecard

	1 0	2 0	3 0	4 0	5 0
<p>Quality -- Materials & Equipment:</p> <p>Measure of the technical understanding of materials and equipment installed and dedication to proper selection and handling of materials and equipment.</p> <p>O Not Applicable O Insufficient Information</p>	<p>Poor usage:</p> <p>Little or no care demonstrated in the selection, transport, or storage of materials or equipment. Materials or equipment did not meet specifications and was unacceptable. Regularly tried to incorporate poor quality or wrong material or equipment into the work. Created significant project issues.</p>	<p>Usage needs improvement:</p> <p>Little care was demonstrated in the selection, transport, or storage of materials or equipment. Materials or equipment did not meet some specifications and significant rework was required to fix. Occasionally tried installing sub-spec material or equipment creating material or equipment related issues</p>	<p>Good usage:</p> <p>Good care was demonstrated in the selection, transport, and storage of material and equipment. Installed material and equipment to specification. No material or equipment quality issues.</p>	<p>Very good usage:</p> <p>Supplier demonstrated a strong technical knowledge of material and equipment that produced an overall better quality project than originally specified. Very good care was demonstrated in the transport and storage of material and equipment.</p>	<p>Exceptional usage:</p> <p>Created significant benefit for COJ and produced a significantly better quality project than originally specified. Exceptional care was demonstrated in the, transport, and storage of materials and equipment. Supplier demonstrated exceptional technical knowledge of material and equipment installed.</p>
<p>Comments:</p>					

Operation, Maintenance, and Repair Scorecard

	1 0	2 0	3 0	4 0	5 0
<p>Safety:</p> <p>Measure of how safe a work environment is maintained by the contractor.</p> <p>O Not Applicable O Insufficient Information</p>	<p>Potentially dangerous:</p> <p>Blatant disregard for worker safety. Created one or more significantly dangerous situations. Deliberately hindered inspections. Did not demonstrate safe working practices. Failure to comply with one or more of the four elements of the CSMP. Safety Assessment scores will be considered. Received one or more OSHA citations or a stop-work order.</p>	<p>Safety performance needs improvement:</p> <p>Failure to comply with one or more of the four elements of the CSMP. Safety Assessment scores will be considered. Improvement needed. Inconsistent use of safe working practices. Received one or more OSHA violations or recordables or stop-work order(s).</p>	<p>Good safety performance:</p> <p>Compliance with the four elements of the CSMP. Safety Assessment scores will be considered. Demonstrated safe working practices. Followed documented safety program. No OSHA violations or recordables; no stop-work orders. No potentially dangerous situations observed.</p>	<p>Very good safety performance:</p> <p>Compliance with the four elements of the CSMP. Safety Assessment scores will be considered. Consistently demonstrated safe working practices. Demonstrated strict adherence to its documented safety program. No OSHA violations or recordables; no stop-work orders.</p>	<p>Model safety performance:</p> <p>Compliance with the four elements of the CSMP. Safety Assessment scores will be considered. Formalized safety program is integrated into every part of the company's work practices and culture. No OSHA violations or recordables; no stop-work orders. Supplier always demonstrated the highest sensitivity to worker safety. Very open to inspections and to being held out as having a model safety program.</p>
<p>Comments:</p>					

Operation, Maintenance, and Repair Scorecard

	1	2	3	4	5
<p>Environmental Stewardship:</p> <p>Measure of how sensitive contractor is to the environment and job-site related environmental issues.</p> <p>O Not Applicable O Insufficient Information</p>	<p>⊙ Poor environmental stewardship:</p> <p>Deliberately hindered inspections. Job-site was not cleaned, solid waste was not disposed of properly, chemicals were not handled appropriately, and sediment run-off or erosion control not managed properly. One or more significant deficiencies found during internal or regulatory inspection. Regulatory intervention occurred. Repeated attempts to correct deficiencies went unheeded.</p>	<p>⊙ Environmental stewardship needs improvement:</p> <p>Chemicals were sometimes mis-handled. Job-site was sometimes messy. Chemicals were sometimes mis-handled. Contractor needed internal notifications to properly contain sediment run-off and erosion control. Supplier needed internal notifications to properly contain sediment run-off and erosion control.</p>	<p>⊙ Good environmental stewardship:</p> <p>Demonstrated sensitivity to environmental issues including job-site cleanliness, noise pollution, use of chemicals, and sediment and erosion control. Followed all COU mandates and complied with all permits as outlined in the contract. Supplier's operating procedures address environmental stewardship.</p>	<p>⊙ Very good environmental stewardship:</p> <p>Job-site was clean and orderly, noise pollution was actively managed, chemicals were handled with care, and sediment run-off and erosion control was properly managed. No noted deficiencies through internal or regulatory inspections. Supplier's operating procedures fully address management of environmental issues.</p>	<p>⊙ Model environmental stewardship:</p> <p>Job-site was always clean and orderly, noise pollution was always mitigated, chemicals were always handled with care, and sediment run-off and erosion control always managed properly. Supplier's practices demonstrated exceptional knowledge of environmental issues and effectiveness in incorporating that knowledge into every aspect of their business. Very open to inspections and to being held out as having a model environmental program.</p>
<p>Comments:</p>					

Operation, Maintenance, and Repair Scorecard

	1	2	3	4	5
<p>EBO Compliance:</p> <p>Measure of contractor's compliance with EBO program, its intent, and achievement of targets.</p> <p>O Not Applicable O Insufficient Information</p>	<p>⊙</p> <p>Poor compliance:</p> <p>Did not comply nor demonstrate an intent to comply resulting in less than 50% of target EBO utilization.</p>	<p>○</p> <p>Compliance needs improvement:</p> <p>Reluctant compliance with program resulting in less than 100% of target utilization. Utilization could have been 100% of target had contractor complied with program.</p>	<p>⊙</p> <p>Good compliance:</p> <p>Achieved 100% of program target utilization, where market conditions allowed. Full-compliance with program.</p>	<p>○</p> <p>Very good compliance:</p> <p>Full-compliance with program and achieved 100% of EBO targets. Performed EBO mentoring.</p>	<p>⊙</p> <p>Model EBO Program:</p> <p>Achieved or exceeded EBO targets. Active EBO mentoring and development program. Full compliance with program. Achieved or exceeded EBO targets.</p>
<p>Comments:</p>					

Operation, Maintenance, and Repair Scorecard

	1 ⊖ Poor administration:	2 ○ Administration needs improvement:	3 ⊕ Good administration:	4 ○ Very good administration:	5 ⊕ Excellent administration:
<p>Contract Administration:</p> <p>Measure of how well supplier managed the administrative processes associated with providing the service.</p> <p>○ Not Applicable ○ Insufficient Information</p>	<p>Incomplete permitting or certifications. Invoice accuracy is poor. Rarely produced required paperwork. Reports not delivered, or completely inaccurate. Schedules not updated or provided.</p>	<p>Certifications provided late. Inconsistently produces required paperwork on time. Invoice accuracy needs improvement. Little or no documented status reporting. Schedules not updated adequately. Some reports delivered with errors.</p>	<p>Good use of schedules. Usually produces required paperwork including accurate invoices and status reports in a timely manner.</p>	<p>Consistently produces required paperwork including accurate invoices and reports in a timely manner. Rarely are invoice inaccuracies found. Regularly seeks ways of improving scheduling and status reporting. Service management process is documented in supplier's operating procedures.</p>	<p>Aggressively finds and implements process improvements designed to improve contract and process administration. Always produces required paperwork in a timely manner. Invoices and reports always accurate, timely and useful. Service management documentation integrated into every part of the company's operations.</p>
<p>Comments:</p>					

EXHIBIT H FINANCIAL INCENTIVES

Financial incentives are included to promote quality work, a high degree of property owner satisfaction, and use of local labor. These incentives must be earned, they are NOT GUARANTEED. The available funding for these incentives is reflected on the Pricing Proposal. The Owner will evaluate the DB Firm performance on the two areas described below and may elect to award the incentive at the conclusion of each part (Parts 1 and 2).

Incentive No. 1 - Customer Satisfaction - Payment methodology will be based on the average rating from completed Property Owner Satisfaction Surveys and assessment of performance by the Owner including timeliness of punch list resolution, business relations, complaint resolution, and overall quality of work.

Property Owner Survey ratings:

- 9-10 = Excellent
- 7-8 = Very Good
- 5-6 = Acceptable
- 3-4 = Poor
- 1-2 = Very Poor

If the average rating is 8 or greater, the DB Firm is eligible for up to 100% of the incentive. If the average rating is between 6 and 8, the DB Firm is eligible for up to 50% of the incentive. If the average rating is below 6, the DB Firm is not eligible for the incentive.

Incentive No. 2 - Commitment to Local Community - Only local labor expenditures will be considered "allowable expenditures" for the purpose of this incentive. The expressed intent of the Owner is to offer jobs to local citizens especially those in the affected areas.

The DB Firm shall provide supporting documentation to the Owner on a monthly basis detailing in two reports, their local labor expenditures for workers who reside within the affected areas, and their local labor expenditures for other Duval County residents who do not reside in the affected areas. Each report will include a listing of the DB Firms work force who qualifies for the two separate categories.

In accordance with the evaluation criteria, the DB Firm who can document that more than 50% of their labor force is comprised of local residents will qualify for up to 50% of the incentive in this category. The DB Firm who can document that more than 50% of their labor force is comprised of local residents who live within any of the four affected areas may qualify for up to 100% of the available incentive.

**EXHIBIT I
REMEDATION SITE MAP
(FIFTH & CLEVELAND STREETS SITE)**

[TO IMMEDIATELY FOLLOW THIS PAGE]

EXHIBIT J

SERVICES/SCOPE OF WORK

SCOPE OF SERVICES

A. Introduction

This scope is for the remediation of parcels with contamination caused by incinerator ash within the 5th & Cleveland Site.

B. Remedial Design Requirements

The DB Firm will be required to complete the designs presented in the Preliminary Design Drawings. The extent of design services is described in more detail below.

Parcel Remediation

The DB Firm shall review the Preliminary Design Drawings and submit in writing to the City any proposed modifications and/or concerns (Bid Item 1). The DB Firm will have six weeks to complete its review, and issue the Pre-Construction Submittals described in the Specifications: Project Management Plan (PMP), DB Firm's Construction Quality Assurance Project Plan (CQAPP), Health and Safety Plan (HASP), Dust Monitoring and Control Plan, Customer Satisfaction Plan, and Maintenance of Traffic Plan. Upon completion of the review and successful adjudication of proposed modifications and the approval of Pre-Construction Submittals, the DB Firm will be issued a notice to proceed for Part 2 (Part 1 was previously completed by others under separate contract) of the Project to consist of 100 remediation parcels.

Before beginning work on each individual parcel, the DB Firm will be required to perform a Pre-Construction Survey with each individual property owner, the City, and the City's representative(s), and prepare the Site Property Plan (Bid Item 2). The Pre-Construction Survey shall be signed by the property owner, the DB Firm, and the City's representative before any work begins at the property. The Site Property Plan will be a refinement of the Preliminary Design Drawings and shall show the location of all pertinent features including trees, fences, shrubs, irrigation system, utilities, etc. located within the property, and the remediation associated with each feature. The Site Property Plan shall also include the pre-construction elevation survey data.

Following the completion of each parcel remediation, the DB Firm shall prepare a parcel completion package for that parcel which includes the As-built Drawing. The Site Property Plans shall be converted to parcel As-built Drawings (Bid Item 3). Payment for the remediation of each parcel will be made upon the DB Firm's submittal and approval by the City of each parcel remediation completion report.

C. Remedial Construction Requirements

Parcel Remediation

The DB Firm will be required to submit pricing for the parcel remediation for the 5th & Cleveland Site. The City will then release the Part 2 parcels within the 5th & Cleveland Site for remedial construction, with the option of assigning additional remediation parcels in the future. The Part 2 parcels of the Project have been assigned based on 1) risk to children, 2) residential zoning / use or public zoning / use, and 3) availability of access agreements, and represent 100 remediation parcels. The 100 parcels selected for Part 2 (as shown in Section 31 of the Technical Specifications) are subject to change due to conditions such as (but not limited to) access agreement or property ownership changes, and City discretion. Therefore, the City cannot guarantee which 100 parcels will be included in Part 2. However, the City will make reasonable effort to replace the listed Part 2 parcels with like-kind parcels. Upon completion of remediation of the Part 2 remediation parcels, the City will evaluate the DB Firm's performance. If the DB Firm performs satisfactorily, at the City's option, it may be assigned additional remediation areas within the 5th & Cleveland Site. These additional remediation areas are included in Part 3 of the Project. If the DB Firm performance is satisfactory on Part 3, at the City's option, it may be assigned additional remediation parcels within the 5th & Cleveland Site. At the City's sole discretion, additional parcels may be authorized (in increments of no less than 10) at the successful DB Firm's unit rates.

EXHIBIT K

PART 2 PARCELS LIST

[TO IMMEDIATELY FOLLOW THIS PAGE]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/6/2015

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		CONTACT NAME: Pauline Warnecke	
AHM Insurance Group		PHONE (A/C, No, Ext): (314) 523-8800	FAX (A/C, No): (314) 453-7555
11975 Westline Industrial Dr		E-MAIL ADDRESS: pwarnecke@ahmins.com	
St Louis MO 63146		INSURER(S) AFFORDING COVERAGE	
		INSURER A Nautilus Insurance Company	
		INSURER B Great Divide Insurance Company	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

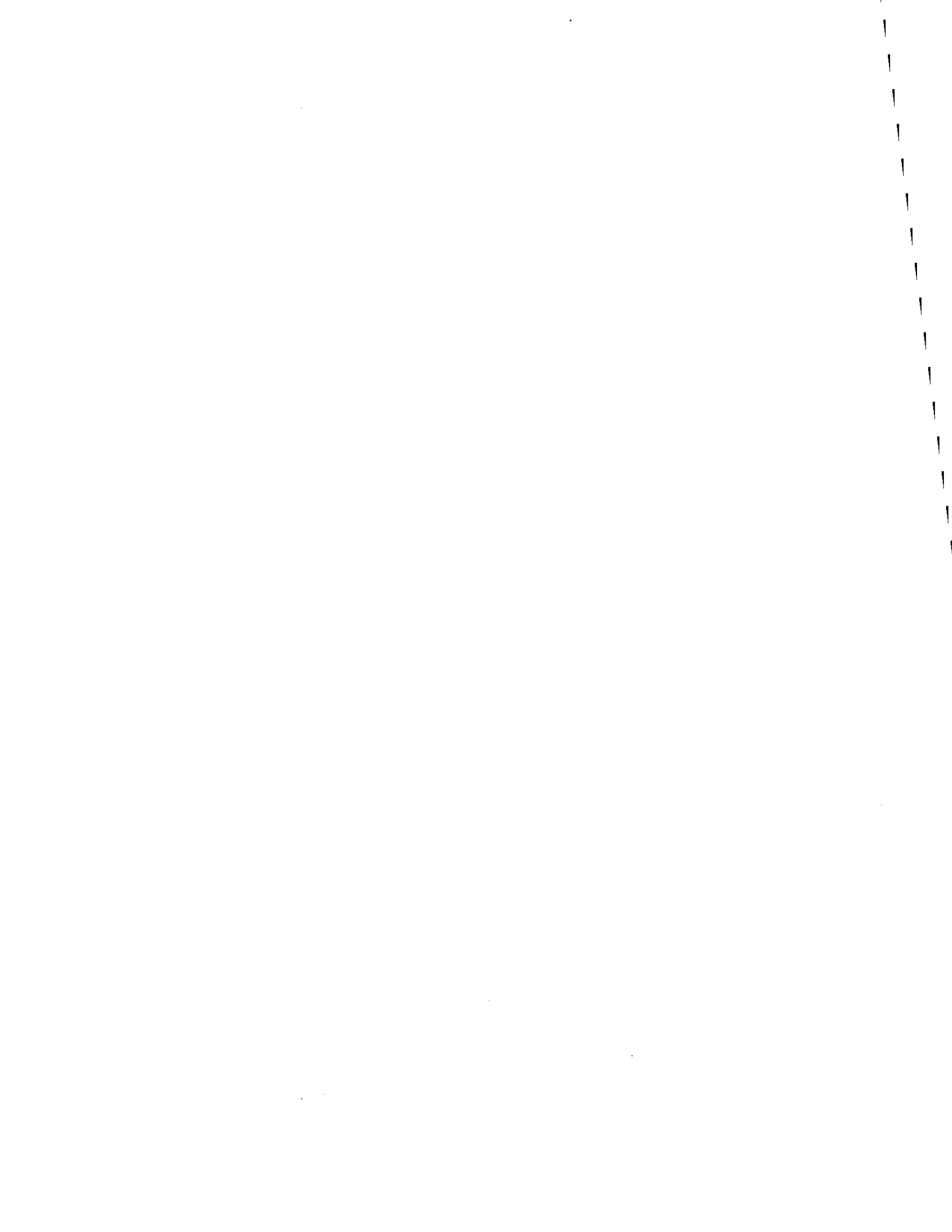
COVERAGES **CERTIFICATE NUMBER:** 2014-15 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Deductible \$10,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			ECPO154311413	12/22/2014	12/22/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BAP154314113 (All Other) MAA200734412 (MA)	12/22/2014	12/22/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$ 0			FFX154311311	12/22/2014	12/22/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	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 <input type="checkbox"/> N/A	WCA200734612	12/22/2014	12/22/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Contractor Pollution-Occ			ECPO154311413	12/22/2014	12/22/2015	Per Occurrence Ded \$10,000 \$1,000,000
A	Professional-Claims Made			ECPO154311413	12/22/2014	12/22/2015	Retro 12/22/97 Ded \$20,000 \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
City of Jacksonville is included as an Additional Insured for Commercial General Liability per form ECP1004 if required by written contract.

CERTIFICATE HOLDER	CANCELLATION
City of Jacksonville Department of Public Works Solid Waste Division 1031 Superior 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
	J Mentel, JD/PAULIN





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DATE (MM/DD/YYYY)
3/6/2015

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PRODUCER AHM Insurance Group 11975 Westline Industrial Dr St Louis MO 63146	CONTACT NAME: Pauline Warnecke	
	PHONE (A/C No. Ext): (314) 523-8800	FAX (A/C No.): (314) 453-7555
INSURED Environmental Restoration, L.L.C. 1666 Fabick Drive Fenton MO 63026	E-MAIL ADDRESS: pwarnecke@ahmins.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Nautilus Insurance Company	NAIC #
	INSURER B: Great Divide Insurance Company	
	INSURER C:	
	INSURER D:	
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	AUTHORIZED REPRESENTATIVE J Mentel, JD/PAULIN

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