

AGREEMENT

THIS AGREEMENT, made this _____ day of _____ 2016, by and between the CITY OF VENICE, FLORIDA, a Municipal Corporation (hereinafter called "OWNER") and, Atkins North America, Inc., whose address is 100 Paramount Drive, Suite 207, Sarasota, Florida 34232 (hereinafter called "CONSULTANT").

WHEREAS, pursuant to Request for Qualifications #3033-16, the OWNER has advertised for professional consulting services which will consist of Engineering Services for Coastal Projects (hereinafter, "Engineering Services") deemed necessary by OWNER.

WHEREAS, pursuant to Section 287.055, Florida Statutes (F.S.), and the applicable procedures of the OWNER, the OWNER selected the CONSULTANT to provide said Engineering Services.

WHEREAS, the CONSULTANT is willing and able to perform such Engineering Services for the OWNER within the basic terms and conditions hereinafter set forth.

WHEREAS, the purpose of this AGREEMENT is not to authorize a specific project but to set forth certain terms and conditions which may be incorporated into subsequent "Work Assignments" for specific projects or services when required; and

NOW THEREFORE in consideration of the premises and mutual covenants herein contained, it is hereby agreed that the CONSULTANT shall serve as the OWNER's professional representative for those Work Assignments to which this AGREEMENT applies, and will give consultation and advice to the OWNER during the performance of the Engineering Services on the terms and conditions hereinafter set forth.

OWNER shall, from time to time at its sole discretion, authorize CONSULTANT in writing to provide professional services under the terms of this AGREEMENT. Said authorization will be referred to herein as a "Work Assignment" a form for which is attached hereto as ATTACHMENT A. Work Assignments will, by mutual agreement, set forth (1) the scope of services, (2) the deliverables (3) the time of performance, (4) method and amount of compensation, (5) the provisions of Sections 1 and 2 of this AGREEMENT which are applicable, and (6) any other provisions or conditions that may apply to that particular Work Assignment. The provisions in Sections 3 thru 6 of this AGREEMENT will apply to each and every Work Assignment unless otherwise agreed to in writing.

SECTION 1 BASIC SERVICES OF THE CONSULTANT

1.1 General

OWNER requires CONSULTANT to provide Engineering Services for OWNER's Coastal Projects. The Engineering Services may include, but are not limited to, planning services, design services, permitting assistance, bid and proposal development services, services during construction, and other services related to these projects.

CONSULTANT shall have the capability to provide the following services:

- 1.1.1 Prepare plans and specification for bidding, permits submittals, and administrative services during construction for the various coastal construction and related projects.
- 1.1.2 Oversee post-construction monitoring for beach renourishment projects including coordination with the United States Army Corps of Engineers (ACOE), Florida Department of Environmental Protection (FDEP), Mote Marine, West Coast Inland Navigation District (WCIND), Florida Fish and Wildlife Conservation Commission (FWC), and other agencies.
- 1.1.3 Maintain contractual relationship with shore bird monitor to complete required shorebird monitoring activities and reporting.
- 1.1.4 Provide technical assistance for marine turtle monitoring and data analysis, tilling and escarpment removal and other monitoring activities as required to meet permit conditions.
- 1.1.5 Provide construction phase services such as preconstruction, review of shop drawings, field visits, testing and start-up, inspection responsibilities, certification and preparation of record drawings.
- 1.1.6 Act as certified expert regarding engineering, construction and maintenance issues as required.
- 1.1.7 Perform value engineering on an as-needed basis.
- 1.1.8 Assist OWNER with grants/SRF/Basin Board funding applications, reporting and compliance verification.
- 1.1.9 Provide assistance with funding agencies to secure capital for projects. Activities to include application preparation and submittals, follow up services for permit approval and/or renewal approval.
- 1.1.10 Monitor financial expenditures and required state and federal grant tracking requirements.
- 1.1.11 Prepare state and federal grant reports and reimbursement requests including all other grant requirements.
- 1.1.12 Evaluate alternate methodologies to resolve beach erosion issues, coordinate possible methodologies with FDEP, FWC, and ACOE to determine permitting requirements, operational effectiveness and cost feasibility.
- 1.1.13 Provide expertise on obtaining regulatory permits, including permit modifications, FDEP, ACOE, Southwest Florida Water Management District (SWFWMD) permits, Florida Department of Transportation (FDOT) permits, etc.

- 1.1.14 Using software compatible with OWNER's systems to provide modeling services including "what-if" alternatives and recommendations.
- 1.1.15 Assist in all required report writing to permitting authorities related to permit conditions, proposed projects, grants and monitoring activities.
- 1.1.16 Evaluate data provided by ACOE and other agencies and prepare required reports to meet permit conditions and OWNER's compliance recommendations.
- 1.1.17 Preliminary design and final preparation of plans and specification to bid capital construction projects. In addition, assist in bid phase services, construction observation, and final project certification, on an as-needed basis. Design, permitting and construction oversight for project located seaward of the Coastal Construction Control Line and Erosion Control Line.

END OF SECTION 1

SECTION 2 ADDITIONAL SERVICES OF CONSULTANT

2.1 General

If requested by OWNER and agreed to in a Work Assignment, CONSULTANT will furnish (or obtain from others) Additional Services which may include, but are not necessarily limited to, the following:

2.1.1 Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project or any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2.1.2 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

2.1.3 Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction or method of financing; and revising previously accepted studies, reports, design documents or contract documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes, or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond CONSULTANT's control.

2.1.4 Providing renderings or models for OWNER's use.

2.1.5 Preparing documents for alternate bids requested by OWNER for contractor(s), work, which is not executed, or documents for out-of-sequence work.

2.1.6 Investigations involving detailed consideration of operations, maintenance and overhead expenses; providing Value Engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.

2.1.7 Furnishing the services of special consultants for other than Basic Services, as set forth in Section 1 herein, and providing data or services of the types described in paragraph 3.3 when OWNER authorizes CONSULTANT to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.3

2.1.8 Services resulting from the award of more than one separate prime contract for construction, materials, equipment or services for the Project and services resulting from the

arranging for performance by persons other than the principal prime contractors of services for the OWNER and administering OWNER's contracts for such services.

2.1.9 Providing any type of property surveys or field surveys for design purposes and engineering surveys and staking to enable contractor(s) to proceed with their work; and providing other special field surveys.

2.1.10 Services in connection with change orders to reflect changes required by OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered; services after the award of each contract in evaluating substitutions proposed by contractor(s), and in making revisions to Drawings and Specifications occasioned thereby; services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages; and services in connection with bid protests, re-bidding or renegotiating contracts for construction, materials, equipment or services.

2.1.11 Services during out-of-town travel required of CONSULTANT other than visits to the site as required by Section 1.

2.1.12 Preparing for OWNER, on request, a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by contractor(s) to CONSULTANT and which CONSULTANT considered significant.

2.1.13 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of contractor(s), (3) prolongation of the contract time of any prime contract by more than thirty (30) days, (4) acceleration of the progress schedule involving services beyond normal working hours, and (5) default by any contractor(s).

2.1.14 Preparation of operating and maintenance manuals; protracted or extensive assistance in the utilization of any equipment or system (such as initial start-up, testing, adjusting and balancing); and training personnel for operation and maintenance.

2.1.15 Services after completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.

2.1.16 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration, public hearing or other legal or administrative proceeding involving the Project.

2.1.17 Assistance in the preparation of ordinances.

2.1.18 Assistance in the preparation of agreements between the OWNER and others (including, but not limited to, other units of government, developers, districts and authorities and special legislative acts.)

2.1.19 Special studies, reports, investigations or analyses (such as soils investigations, hydrogeological studies, water quality analyses, infiltration and inflow studies), briefings documents, executive summaries.

2.1.20 Additional services in connection with the project, including services normally furnished by OWNER and services not otherwise provided for in this AGREEMENT.

2.2 Resident Services During Construction

2.2.1 If requested by OWNER and agreed to in a Work Assignment, a Resident Project Representative will be furnished and will act as directed by CONSULTANT in order to assist CONSULTANT in observing performance of the work of contractor(s). Such services will be paid for by OWNER as indicated in the Work Assignment.

2.2.2 The duties and responsibilities and the limitations on the authority of the Resident Project Representative and assistants will be as set forth in the Work Assignment.

2.2.3 Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative (if furnished) and assistants, CONSULTANT shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of contractor(s); but the furnishing of such Resident Project Representative will not make CONSULTANT responsible for construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or for the failure of contractor(s) to perform their work in accordance with the Contract Documents.

2.2.4 If OWNER designates another person to represent OWNER at the Project site who is not CONSULTANT's agent or employee, the duties, responsibilities and limitations of authority of such other person and the effect thereof on the duties and responsibilities of CONSULTANT under this AGREEMENT will be set forth in an exhibit that is to be identified, attached to and made a part of the Work Assignment before such services begin.

END OF SECTION 2

SECTION 3 OWNER'S RESPONSIBILITIES

OWNER shall:

3.1 Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.

3.2 Assist CONSULTANT by placing at its disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

3.3 Furnish to CONSULTANT, as required for performance of CONSULTANT's Basic Services (except to the extent provided otherwise in the Work Assignment to accomplish such work), data prepared by or services of others, including without limitation borings, probings, and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restrictions; and other special data or consultations not covered in Section 2; all of which CONSULTANT may use and rely upon in performing the Engineering Services.

3.4 Provide field control surveys and establish reference points and base lines (except to the extent provided otherwise in the Work Assignment to accomplish such work) to enable contractor(s) to proceed with the layout of the work.

3.5 Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform its services.

3.6 Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by CONSULTANT, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.

3.7 Designate, in writing, a person to act as OWNER's representative with respect to the services to be rendered under this AGREEMENT if that representative is to be other than the City Manager or his authorized representative. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to CONSULTANT's services.

3.8 Give prompt written notice to CONSULTANT whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services, or any defect in the work of contractor(s).

3.9 Furnish, or direct CONSULTANT to provide necessary Additional Services as stipulated in Section 2 of this AGREEMENT or other services as required.

3.10 Bear all costs incident to compliance with the requirements of this Section 3.

END OF SECTION 3

SECTION 4 PERIOD OF SERVICE

4.1 Term of Agreement

This AGREEMENT shall continue in full force for a period of three (3) years from the date of signing by the OWNER. It may be renewed in two (2) one-year increments by written notice from the OWNER up to a maximum of five (5) years, or until terminated in accordance with SECTION 6.

4.2 Work Assignment

Each Work Assignment shall specify the Period of Service agreed to by OWNER and CONSULTANT for services to be rendered under said Work Assignment.

4.3 Orderly and Continuous Progress

The provisions of this Agreement and each Work Assignment (unless stated otherwise) anticipate the orderly and continuous progress of the Project(s). If specific dates or specific periods of time for performance are exceeded through no fault of CONSULTANT, all rates, measures, and amounts of compensation shall be subject to equitable adjustment.

END OF SECTION 4

SECTION 5 PAYMENTS TO CONSULTANT

5.1 Methods of Compensation

Within each Work Assignment the OWNER and CONSULTANT may agree on, but not be limited to, one of the following methods of compensation. If a different method of compensation is to be used, the Work Assignment will set forth the basis for such compensation.

5.1.1 Hourly Rates Method

OWNER shall pay CONSULTANT for services rendered an amount based on CONSULTANT's current Hourly Rate for services rendered by principals and employees assigned to the Project (ATTACHMENT B). CONSULTANT's Hourly Rate Schedule may be amended annually upon written request by CONSULTANT to OWNER. In addition to the charges for labor, OWNER will pay for Direct Project Expenses and Special Consultants. CONSULTANT will invoice OWNER monthly.

5.1.2 Lump Sum Method

For services rendered the OWNER shall pay the CONSULTANT a lump sum fee including or excluding Direct Project Expenses and Special Consultants as mutually agreed upon and set forth in the Work Assignment. CONSULTANT will invoice OWNER monthly based upon CONSULTANT's estimate of the percentage of the total services actually completed at the time of billing, and attach a full narrative to the invoice for work performed.

5.2 Special Consultants

For services and direct project expenses of Special Consultants employed by the CONSULTANT to render Additional Services, the OWNER will be invoiced the amount billed to CONSULTANT thereof times a factor of 1.00. Special Consultants include, but are not limited to: aerial photogrammetrists; surveyors; laboratory testing; soils investigations, testing, and geotechnical engineering; and other services of a similar nature.

5.3 Direct Project Expenses

Direct Project Expenses include the actual expenses incurred in connection with the Project for: transportation and subsistence incidental thereto; obtaining bids or proposals from contractor(s); furnishing and maintaining field office facilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls; reproduction of reports, Drawings, Specifications, and similar project-related items; and other expenses of a similar nature. Owner will be invoiced the amount of actual expenses billed to CONSULTANT times a factor of 1.00. OWNER will not be charged for travel expenses between CONSULTANT's offices and Venice.

5.4 Computer Services

Costs for computer services, such as microcomputer equipment and software for word processing, computer-aided drafting, and spreadsheets will not be considered Direct Project Expenses and will not be invoiced. CONSULTANT shall provide all electronic documents, reports, executive summaries, etc., in such format(s) that are compatible with OWNER's existing computer software.

5.5 Payments by Owner

Monthly invoices shall be paid by OWNER in accordance with the Florida Prompt Payment Act, Sections 218.70 – .80, F.S. Further, any disputes regarding any of CONSULTANT's invoices hereunder shall be resolved in accordance with Section 218.76, F.S. CONSULTANT's invoices shall be accompanied by CONSULTANT's written description of work accomplished as described in the invoice.

5.6 Late Payment

If OWNER fails to timely make any payment due CONSULTANT for services and expenses under any undisputed invoice, the CONSULTANT may, after giving seven (7) days' written notice to OWNER, suspend services under this AGREEMENT until it has been paid in full all amounts due for services and expenses. Any portion of an invoice that is disputed by the OWNER in accordance with paragraph 5.5 shall not be considered due for the purposes of this paragraph until the matter is resolved in accordance with the procedures provided herein.

5.7 Overtime

Overtime premium will be paid by the OWNER only if authorized in advance for work to be performed to meet a particular deadline for which there is insufficient time to accomplish the task during normal hours, through no fault of the CONSULTANT. If overtime premium is authorized by OWNER, it shall be defined as standard hourly rates or salary and wages times 1.5 for all those overtime hours worked.

5.8 Taxes

OWNER shall pay all applicable sales taxes or provide to CONSULTANT the appropriate tax exemption number.

5.9 Truth-in-Negotiation Certification

In accordance with Section 287.055(5)(a), F.S., for any professional service authorized by a Work Assignment pursuant to this contract in which the fee is over \$150,000, CONSULTANT hereby certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of said Work Assignment. The original contract price set forth in said Work Assignment and any additions thereto shall be adjusted to exclude any

significant sums by which the OWNER determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments shall be made within one (1) year following the end of the Work Assignment.

END OF SECTION 5

SECTION 6 GENERAL CONSIDERATIONS

6.1 Termination

The obligation to provide further services under this AGREEMENT may be terminated by either party upon fourteen (14) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Either party may terminate without cause upon thirty (30) days written notice. In the event all or any portion of the work prepared or partially prepared by CONSULTANT is suspended, abandoned, or terminated, the OWNER shall pay CONSULTANT for the work performed on an hourly basis not to exceed any maximum contract amount specified herein.

6.2 Reuse of Documents

All documents including Drawings and Specifications prepared by CONSULTANT pursuant to this AGREEMENT shall, upon payment in full to CONSULTANT, become property of the OWNER. Provided, however, that none of the documents or materials is intended or represented by CONSULTANT to be suitable for reuse by the OWNER, or others on any extension of the project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to CONSULTANT.

6.3 Deliverables. Public Records

Each "Work Assignment" shall describe the number and type of Deliverables, which are to be provided by CONSULTANT to OWNER. Said Deliverables shall become a Public Record upon receipt by OWNER and OWNER shall be the custodian thereof in accordance with Florida Statutes Chapter 119 (Public Records Law).

6.4 Ownership of Documents

All documents, including original drawings, estimates, specifications, field notes, computer data files, and calculations, generated or obtained by CONSULTANT as a result of services rendered on behalf of OWNER pursuant to this AGREEMENT, shall be the property of the OWNER.

6.5 Successors and Assigns

6.5.1 OWNER and CONSULTANT each binds itself and its partners, successors, executors, administrators, assigns and legal representatives to the other party to this AGREEMENT and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this AGREEMENT.

6.5.2 Neither OWNER nor CONSULTANT shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this

AGREEMENT without the written consent of the other, except as stated in paragraph 6.5.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent consultants, associates and subcontractors as he may deem appropriate to assist him in the performance of services hereunder.

6.5.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER and CONSULTANT.

6.6 Waiver

The failure or delay of any party at any time to require performance by another party of any provision of this AGREEMENT, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power, or remedy hereunder. Any waiver by any party of any breach of any provision of this AGREEMENT shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this AGREEMENT. No notice to or demand on any party in any circumstances shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

6.7 Governing Law

This AGREEMENT is and shall be deemed to be a contract entered into and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

6.8 Severability

Wherever possible, each provision of this AGREEMENT shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this AGREEMENT be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this AGREEMENT.

6.9 Section Headings

The section headings herein are included for convenience only and shall not be deemed to be a part of this AGREEMENT.

6.10 Right of Third Parties

Unless expressly stated herein to the contrary, nothing in this AGREEMENT, whether express or implied, is intended to confer any rights or remedies under or by reason of this AGREEMENT on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this AGREEMENT is intended to relieve or discharge the obligation or liability of

any third persons to any party to this AGREEMENT, nor shall any provision give any third persons any right of subrogation or action over or against any party to this AGREEMENT.

6.11 Merger Clause

This instrument constitutes the entire AGREEMENT between the parties hereto with respect to the subject matter hereof. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this AGREEMENT. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement shall not be relevant or admissible to determine the meaning of this AGREEMENT even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to make objection. No representations, understandings, or agreements have been made or relied upon in the making of this AGREEMENT other than those specifically set forth herein. This AGREEMENT can only be modified in a writing signed by the parties hereto and their duly authorized agents.

6.12 Notices

All notices, certifications or communications required by this AGREEMENT shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified United States mail, postage prepaid, return receipt requested, addressed to the respective parties as follows:

If to OWNER:

Edward Lavallee, MPA
City Manager
City of Venice
401 West Venice Avenue
Venice, Florida 34285
Phone: 941-486-2626
Fax: 941-496-2790

If to CONSULTANT:

Charles Mopps
Senior Project Manager
Atkins North America, Inc.
100 Paramount Drive, Suite 207
Sarasota, Florida 34232
Phone: 941-225-4821
Fax: 941-371-7297
Email: charles.mopps@atkinsglobal.com

Either party may change its address for purpose of this paragraph by written notice to the other party given in accordance with the requirements of this paragraph

6.13 Remedies: Attorneys' Fees and Costs.

If any civil action, arbitration or other legal proceeding is brought for the enforcement of this AGREEMENT, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this AGREEMENT, the successful prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs, and all expenses even if not taxable as court costs (including without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorney's fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, and all other charges billed by the attorney to the prevailing party.

6.14 Jurisdiction and Venue

The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this AGREEMENT occurred or shall occur in Sarasota County, Florida. Any civil action or legal proceeding arising out of or relating to this AGREEMENT shall be brought only in the courts of record of the State of Florida in Sarasota County or the United States District Court, Middle District of Florida, Tampa Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court or the right to bring an action or proceeding in any other court. Service of any court paper may be affected on such party by mail, as provided in this AGREEMENT, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

6.15 Force Majeure

Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the control of the party and which could not reasonably have been anticipated or prevented. For purposes of this AGREEMENT, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, strikes, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire loss of or failure to obtain permits, unavailability of labor, materials, fuel, or services; court orders; acts of God; acts, orders, laws, or regulations of the Government of the United States or the several states, or any foreign country, or any governmental agency. Should Force Majeure occur, the parties shall mutually agree on the terms and conditions upon which Services may be continued.

6.16 Prohibition Against Contingent Fees.

In accordance with Section 287.055(6)(a), F.S., the CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this AGREEMENT and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, the OWNER shall have the right to terminate the AGREEMENT without liability and, at its discretion, to

deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

6.17 Mediation

The parties agree that no action shall be brought hereunder in any court unless the parties have first considered using mediation to resolve the dispute.

6.18 Liability and Limitation of Liability

6.18.1 Before performing any Engineering Services under this AGREEMENT, CONSULTANT shall procure and maintain, during the life of the AGREEMENT, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the OWNER and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best and Company rating of no less than "Excellent":VII. No changes are to be made to these specifications without prior written specific approval by the OWNER's Risk Management Office.

6.18.2 WORKERS COMPENSATION: CONSULTANT will provide Workers Compensation Insurance, on behalf of all employees who are to provide a service under this AGREEMENT, as required under Florida Laws, Chapter 440, AND Employers Liability with limits of not less than \$100,000 per employee per accident; \$500,000 disease aggregate; and \$100,000 employee per disease.

6.18.3 COMMERCIAL GENERAL LIABILITY - including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$1,000,000 per occurrence, \$1,000,000 aggregate covering all work performed under this AGREEMENT.

6.18.4 AUTOMOBILE LIABILITY including bodily injury and property damage including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000 combined single limit covering all work performed under this AGREEMENT.

6.18.5 PROFESSIONAL LIABILITY - with limits of not less than \$1,000,000 for professional services rendered in accordance with this AGREEMENT. CONSULTANT shall maintain such insurance for at least two (2) years from the termination of this AGREEMENT and during this two (2)-year period the CONSULTANT shall use their best efforts to ensure that there is no change of the retroactive date on this insurance coverage. If there is a change that reduces or restricts the coverage carried during the AGREEMENT, the CONSULTANT shall notify the OWNER's Administrative Services Department within thirty (30) days of the change.

6.18.6 POLICY FORM

6.18.6.1 All policies, required by this AGREEMENT, with the exception of Professional Liability and Workers Compensation, or unless specific approval is given by the OWNER's Administrative Services Director, are to be written on an occurrence basis, shall name the City of Venice, its Council Members,

Officers, Agents (defined as Agents in a written agreement with the OWNER), Employees and volunteers as additional insured as their interest may appear under this AGREEMENT. Insurer(s), with the exception of Professional Liability and Worker Compensation, shall agree to waive all rights of subrogation against the City of Venice, its Council Members, Officers, Agents (defined as Agents in a written agreement with the OWNER), Employees or Volunteers.

6.18.6.2 Insurance requirements itemized in this AGREEMENT, and required of the CONSULTANT, shall be provided by or in behalf of all subcontractors to cover their operations performed under this AGREEMENT. The CONSULTANT shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

6.18.6.3 Each insurance policy required by this AGREEMENT shall:

6.18.6.3.1 Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.

6.18.6.3.2 Be endorsed to state that coverage shall not be suspended, voided or cancelled by either party except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to the OWNER's Administrative Service Department.

6.18.6.4 OWNER shall retain the right to review, at any time, coverage, form, and amount of insurance.

6.18.6.5 The procuring of required policies of insurance shall not be construed to limit CONSULTANT'S liability nor to fulfill the indemnification provisions and requirements of this AGREEMENT.

6.18.6.6 The CONSULTANT shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this AGREEMENT and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the OWNER is an insured under the policy.

6.18.6.7 Claims made policies will be accepted for professional and hazardous materials and such other risks as are authorized by the OWNER's Administrative Service Department. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two years. If provided as an option, the CONSULTANT agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.

6.18.6.8 Certificates of Insurance evidencing Claims Made or Occurrence form coverage and conditions to this AGREEMENT, as well as the OWNER's proposal/contract number and description of work, are to be furnished to the OWNER's Risk Management Office (401 West Venice Avenue, Venice, FL 34285) prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. All insurance certificates shall be received by the OWNER's Administrative Service Department before the CONSULTANT will be allowed to commence

or continue work.

6.18.6.9 Notices of Accidents (occurrences) and Notices of Claims associated with work being performed under this AGREEMENT, shall be provided to the CONSULTANT'S insurance company and the OWNER's Administrative Service Department as soon as practicable after notice to the insured.

6.18.7 Indemnity

CONSULTANT shall indemnify and hold harmless OWNER and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the AGREEMENT.

6.19 Construction Cost Estimating

Any opinion of the Construction Cost prepared by CONSULTANT represents its judgment as a design professional and is supplied for the general guidance of the OWNER. Since CONSULTANT has no control over the cost of labor and material, or over competitive bidding or market conditions, CONSULTANT does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the OWNER.

6.20 Construction Job Site Conditions

The OWNER agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours. In the performance of the Engineering Services, CONSULTANT will use that degree of care and skill ordinarily exercised under similar localities.

6.21 Licenses

CONSULTANT shall procure and keep in force during the term of this AGREEMENT all necessary licenses, registrations, certificates, permits and other authorizations as are required by law in order for CONSULTANT to render its services hereunder. CONSULTANT shall require all specialty consultants to comply with the provisions of this paragraph.

6.22 CONSULTANT Not Agent of OWNER

The CONSULTANT is not authorized to act as the OWNER's agent hereunder and shall have no authority, express or implied, to act for or bind the OWNER hereunder, either in CONSULTANT's relations with specialty consultants, or in any other manner whatsoever except as elsewhere provided for herein. CONSULTANT is not an "Agency" acting on behalf of OWNER as defined in Section 119.011, F.S.

6.23 Amendment

The provisions of this AGREEMENT may not be amended, supplemented, waived, or changed orally, but only by writing making specific reference to this AGREEMENT signed by the party as to whom enforcement of any such amendment, supplement, waiver, or modification is sought. No amendment to this AGREEMENT shall be effective except those agreed to in writing and signed by both of the parties to this AGREEMENT.

6.24 Accounting Records

For each project authorized by OWNER, CONSULTANT will maintain accounting records which will include timecards, job cost records, invoices, and such other data necessary to identify project costs. Said records will be made available to OWNER's authorized financial personnel for inspection at CONSULTANT's office upon request.

6.25 Validity Severability and Reformation

The validity, interpretation, construction and effect of this AGREEMENT shall be in accordance with and be governed by the laws of the State of Florida. Any provision or part thereof of this AGREEMENT held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this AGREEMENT shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

6.26 Public Records

CONSULTANT agrees to comply with Florida's public records law by keeping and maintaining public records that ordinarily and necessarily would be required by the public agency in order to perform the Engineering Services; upon the request of the OWNER's Custodian of Public Records, by providing the OWNER with copies of or access to public records on the same terms and conditions that OWNER would provide the records and at a cost that does not exceed the cost provided by Florida law; by ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the AGREEMENT and following completion of the AGREEMENT if the CONSULTANT does not transfer the records to the OWNER; and upon completion of the AGREEMENT by transferring, at no cost, to OWNER all public records in possession of CONSULTANT or by keeping and maintaining all public records required by the OWNER to perform the Engineering Services. If the CONSULTANT transfers all public records to the OWNER upon completion of the AGREEMENT, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the AGREEMENT, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the OWNER, upon request from the OWNER's custodian of public records, in a format that is compatible with the information technology systems of the OWNER.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE OWNER'S CUSTODIAN OF PUBLIC RECORDS LORI STELZER, MMC, CITY CLERK, AT 401 W. VENICE AVENUE, VENICE, FLORIDA 34285, (941) 882-7390, LSTELZER@VENICEGOV.COM.

6.27 Mutual Waiver of Consequential Damages

On behalf of themselves, their governing officers and employees, the parties waive all claims against each other for consequential losses or damages, and punitive damages, whether arising in contract, warranty, tort (including negligence), strict liability or otherwise, including but not limited to losses of use, excess construction costs, alternative construction means or methods, or losses of funding.

6.28 Entire Agreement

This AGREEMENT and the contract documents constitute the entire agreement of the parties and may not be changed or modified, except by a written document signed by both parties hereto. This AGREEMENT shall be binding upon the successors and assigns of the parties.

END OF SECTION 6

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, this AGREEMENT has been fully executed on behalf of the CONSULTANT by its duly authorized officers, and the OWNER has caused the same to be duly executed in its name and in its behalf by its Mayor and City Clerk, effective as of the date hereinabove written.

WITNESS

ATKINS NORTH AMERICA, INC.

A handwritten signature in blue ink, appearing to read "Carol Gotham", is written over a horizontal line.A handwritten signature in blue ink, appearing to read "Charlotte Maddox", is written over a horizontal line.
Charlotte Maddox, Senior Vice President

ATTEST

CITY OF VENICE

Lori Stelzer, CITY CLERK

John Holic, MAYOR

Approved as to Form and Correctness

David Persson, City Attorney

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ATTACHMENT A
SAMPLE WORK ASSIGNMENT

**WORK ASSIGNMENT NO. _____ PURSUANT TO
THE date of AGREEMENT BETWEEN THE
CITY OF VENICE, FLORIDA AND**

WHEREAS, on _____, 2016, the City of Venice, Florida ("OWNER") and _____ ("CONSULTANT"), entered into an Agreement whereby the CONSULTANT would perform professional services for the OWNER pursuant to an executed Work Assignment; and

WHEREAS, the OWNER wishes to authorize the CONSULTANT to perform professional services concerning _____ as more particularly described in the Scope of Services herein; and

WHEREAS, the CONSULTANT wishes to perform such professional services,

NOW THEREFORE, in consideration of the premises and mutual covenants contained in the _____, 2016, Agreement and this Work Assignment, the parties agree as follows:

1. General description of the project.
2. Scope of services to be performed. CONSULTANT shall perform the services described in the Scope of Services attached hereto as Attachment "A".
3. Compensation to be paid. OWNER shall pay the CONSULTANT the sum of *Number in words* (\$XXXX.XX) for performance of the professional services specified in this Work Assignment.
4. Time for completion. CONSULTANT shall complete the professional design services specified in this Work Assignment within *Number in words* (XX) days from the date of this Work Assignment, and will provide the bidding and construction phase services in accordance with the construction schedule to be determined by OWNER.
5. The terms and conditions of the _____, 2016, Agreement shall remain in full force and effect until the completion of this Work Assignment

IN WITNESS WHEREOF, the parties have executed this Work Assignment on the ____ day of _____, 201__.

CITY OF VENICE, FLORIDA

By: _____
Mayor

ATTEST:

City Clerk

**ATTACHMENT B
CONSULTANT'S HOURLY RATES**

Job Titles	Unit	Min Rate	Max Rate
Administrative Coordinator I	Hour	61.02	124.05
Administrative Coordinator II	Hour	72.54	147.69
Sr Administrative Coordinator I	Hour	85.11	173.07
Sr Aerospace Engineer I	Hour	85.11	173.07
Sr Aerospace Engineer II	Hour	106.02	215.64
Sr Aerospace Engineer III	Hour	131.40	267.39
Sr Aerospace Engineer IV	Hour	139.89	284.58
Applications Developer	Hour	72.54	147.69
Sr Applications Developer I	Hour	85.11	173.07
Sr Applications Developer II	Hour	106.02	215.64
Applications Development Architect	Hour	106.02	215.64
Applications Development Manager	Hour	131.40	267.39
Architect I	Hour	61.02	124.05
Architect II	Hour	72.54	147.69
Sr Architect I	Hour	85.11	173.07
Sr Architect II	Hour	106.02	215.64
Sr Architect III	Hour	131.40	267.39
Sr Architect IV	Hour	139.89	284.58
Associate Construction Manager	Hour	85.11	173.07
Toxicology Lab Manager	Hour	85.11	173.07
CAD Designer II	Hour	72.54	147.69
Aerospace Engineer II	Hour	72.54	147.69
CAD Manager	Hour	85.11	173.07
Communications Systems Architect	Hour	106.02	215.64
Construction Management Representative I	Hour	61.02	124.05
Construction Management Representative II	Hour	72.54	147.69
Construction Manager	Hour	106.02	215.64
Sr Construction Manager	Hour	131.40	267.39
Contracts Administrator I	Hour	61.02	124.05
Engineer III	Hour	85.11	173.07
Sr Contracts Administrator I	Hour	85.11	173.07
Sr Contracts Administrator II	Hour	106.02	215.64
Sr Database Administrator I	Hour	85.11	173.07
Sr Database Administrator II	Hour	106.02	215.64
Sr Database Administrator III	Hour	131.40	267.39
Designer I	Hour	61.02	124.05
Designer II	Hour	72.54	147.69
Sr Designer I	Hour	85.11	173.07
Sr Designer II	Hour	106.02	215.64
Document Control Coordinator I	Hour	61.02	124.05
Engineer I	Hour	61.02	124.05

Job Titles	Unit	Min Rate	Max Rate
Engineer II	Hour	72.54	147.69
Sr Engineer I	Hour	85.11	173.07
Sr Engineer II	Hour	106.02	215.64
Sr Engineer III	Hour	131.40	267.39
Sr Engineer IV	Hour	139.89	284.58
Estimator/Scheduler I	Hour	61.02	124.05
Estimator/Scheduler II	Hour	72.54	147.69
Sr Estimator/Scheduler I	Hour	106.02	215.64
Sr Estimator/Scheduler II	Hour	106.02	215.64
Sr Estimator/Scheduler III	Hour	131.40	267.39
Geomaticist I	Hour	61.02	124.05
Geomaticist II	Hour	72.54	147.69
Management Solutions Consultant I	Hour	106.02	215.64
Sr Geomaticist II	Hour	106.02	215.64
Sr Geomaticist III	Hour	131.40	267.39
GIS Analyst II	Hour	72.54	147.69
Sr Geomaticist I	Hour	85.11	173.07
Sr GIS Analyst I	Hour	85.11	173.07
Sr GIS Analyst II	Hour	106.02	215.64
Sr GIS Analyst III	Hour	131.40	267.39
Graphic Design Coordinator	Hour	61.02	124.05
Group Manager	Hour	131.40	267.39
Sr Group Manager	Hour	139.89	284.58
Landscape Architect I	Hour	61.02	124.05
Landscape Architect II	Hour	72.54	147.69
Sr Landscape Architect I	Hour	85.11	173.07
Sr Landscape Architect II	Hour	106.02	215.64
Sr Landscape Architect III	Hour	131.40	267.39
Sr Landscape Architect IV	Hour	139.89	284.58
Legal Administrative Coordinator	Hour	61.02	124.05
Management Solutions Consultant II	Hour	131.40	267.39
Sr Marketing Communications Coordinator	Hour	85.11	173.07
Marketing Consultant	Hour	106.02	215.64
Marketing Documentation Coordinator I	Hour	61.02	124.05
Marketing Documentation Coordinator II	Hour	72.54	147.69
Sr Marketing Manager	Hour	131.40	267.39
Marketing Systems Analyst	Hour	61.02	124.05
Marketing Systems Manager	Hour	131.40	267.39
Office Engineer I	Hour	61.02	124.05
Sr Office Engineer I Engineer III	Hour	85.11	173.07
Sr Office Engineer II	Hour	106.02	215.64
Operations Coordinator I	Hour	61.02	124.05

Job Titles	Unit	Min Rate	Max Rate
Operations Coordinator II	Hour	72.54	147.69
Sr Operations Coordinator I	Hour	85.11	173.07
Operations Manager	Hour	190.23	387.12
Planner I	Hour	61.02	124.05
Planner II	Hour	72.54	147.69
Sr Planner I	Hour	85.11	173.07
Sr Planner II	Hour	106.02	215.64
Sr Planner III	Hour	131.40	267.39
Sr Planner IV	Hour	139.89	284.58
Practice Manager	Hour	139.89	284.58
Practice Director	Hour	190.23	387.12
Sr Pricing Analyst I	Hour	85.11	173.07
Principal Program Manager	Hour	190.23	387.12
Principal Project Director	Hour	190.23	387.12
Principal Technical Professional	Hour	190.23	387.12
Sr Program Analyst	Hour	85.11	173.07
Sr Designer III	Hour	131.40	267.39
Sr Program Manager	Hour	139.89	284.58
Project Control Manager	Hour	106.02	215.64
Project Coordination Analyst I	Hour	61.02	124.05
Project Coordination Analyst II	Hour	72.54	147.69
Project Director	Hour	139.89	284.58
Project Engineer I	Hour	61.02	124.05
Sr Project Engineer I	Hour	85.11	173.07
Sr Project Engineer II	Hour	106.02	215.64
Project Financial Analyst I	Hour	61.02	124.05
Project Financial Analyst II	Hour	72.54	147.69
Project Financial Manager	Hour	106.02	215.64
Sr Project Financial Manager	Hour	131.40	267.39
Project Financial Director	Hour	139.89	284.58
Project Management Systems Director	Hour	139.89	284.58
Project Manager	Hour	106.02	215.64
Sr Project Manager	Hour	131.40	267.39
Project Resources Manager	Hour	131.40	267.39
Projects System Manager	Hour	131.40	267.39
Sr Public Information Specialist	Hour	85.11	173.07
Public Information Specialist I	Hour	61.02	124.05
Public Information Specialist II	Hour	72.54	147.69
Public Relations Manager	Hour	106.02	215.64
Purchasing Manager	Hour	106.02	215.64
Sr Quality Assurance Analyst I	Hour	85.11	173.07
Resident Engineer	Hour	131.40	267.39

Job Titles	Unit	Min Rate	Max Rate
Sr Resident Engineer	Hour	139.89	284.58
ROW Agent I	Hour	61.02	124.05
ROW Agent II	Hour	72.54	147.69
Sr ROW Agent I	Hour	85.11	173.07
Sr ROW Agent II	Hour	106.02	215.64
Sr ROW Agent III	Hour	131.40	267.39
Scientist I	Hour	61.02	124.05
Scientist II	Hour	72.54	147.69
Sr Scientist I	Hour	85.11	173.07
Sr Scientist II	Hour	106.02	215.64
Sr Scientist III	Hour	131.40	267.39
Sr Technical Manager	Hour	139.89	284.58
Sr Scientist IV	Hour	139.89	284.58
Service Operations Coordinator	Hour	85.11	173.07
Software Developer I GIS Analyst I	Hour	61.02	124.05
Software Developer II	Hour	72.54	147.69
Surveyor I	Hour	61.02	124.05
Surveyor II	Hour	72.54	147.69
Sr Surveyor I	Hour	85.11	173.07
Sr Surveyor II	Hour	106.02	215.64
Sr Surveyor III	Hour	131.40	267.39
Technical Coordinator I	Hour	61.02	124.05
Technical Coordinator II	Hour	72.54	147.69
Sr Technical Coordinator I	Hour	85.11	173.07
Sr Technical Coordinator II	Hour	106.02	215.64
Technical Editor	Hour	72.54	147.69
Sr Technical Editor	Hour	85.11	173.07
Sr Technical Writer	Hour	72.54	147.69
Management Solutions Consultant I	Hour	106.02	215.64
TOC Supervisor	Hour	61.02	124.05
TOC Traffic Analyst I	Hour	61.02	124.05
Technical Manager 1	Hour	106.02	215.64



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

Requested Form: 105
DATE (MM/DD/YYYY)
06/22/2016

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 Willis of New York, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME:		
	PHONE (A/C NO. EXT):	877-945-7378	FAX (A/C NO.): 888-467-2378
	E-MAIL ADDRESS:	certificates@willis.com	
INSURED Atkins North America, Inc. 2001 NW 107th Avenue Miami, FL 33172-2507	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Greenwich Insurance Company		22322-001
	INSURER B: QBE Insurance Corporation		39217-001
	INSURER C: XL Specialty Insurance Company		37885-001
	INSURER D: Underwriter's at Lloyds		15792-001
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 24489892

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	Y	Y	CGG740901605	4/1/2016	4/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	Y	Y	CAH740901705	4/1/2016	4/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			CCU3977184	4/1/2016	4/1/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			CWG740901505	4/1/2016	4/1/2017	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability-Claims Made			B080111209P16	4/1/2016	4/1/2017	\$1,000,000 Each Claim & \$1,000,000 Annual Aggregate 11/11/1961 Retrodate

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

RFQ # 3032-16 RFQ TITLE: Request for Statements of Qualifications for Engineering/ Professional

Greenwich Insurance Company Best Rating: A XV
 QBE Insurance Corporation Best Rating: A XIV
 XL Specialty Insurance Company Best Rating: A XV
 Underwriters at Lloyd's AM Best Rating: A XV

Professional Liability policy written on claims-made basis.

CERTIFICATE HOLDER

CANCELLATION

The City of Venice
 401 W. Venice Avenue
 Venice, FL 34285

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

Coll:4919006 Tpl:2041772 Cert:24489892 ©1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01)

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ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

CY Willis of New York, Inc.		NAMED INSURED Atkins North America, Inc. 2001 NW 107th Avenue Miami, FL 33172-2507
POLICY NUMBER See First Page		
CARRIER See First Page	NAIC CODE	
ADDITIONAL REMARKS		EFFECTIVE DATE: See First Page

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

There are no Deductibles or Self-Insured Retentions on the General Liability, Automobile Liability, Workers Compensation and Umbrella coverages.

RFQ # 3032-16

RFQ TITLE: Request for Statements of Qualifications for Engineering/ Professional Civil Engineering Consulting Services

City of Venice, its Elected Officials, Officers, Agents, Employees are Additional Insureds on the General Liability including Completed Operations (GL ONLY) and Automobile Liability, as their interest may appear under this Contract.

Severability of Interest is included on the General Liability and Automobile Liability.

Waiver of Subrogation on the General Liability and Automobile Liability in favor of the Additional Insureds.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED, THROUGH WRITTEN CONTRACT, AGREEMENT OR PERMIT, EXECUTED PRIOR TO THE LOSS, TO PROVIDE ADDITIONAL INSURED COVERAGE.	VARIOUS AS REQUIRED PER WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.



B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED- OWNERS, LESSEES OR CONTRACTORS- COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED, THROUGH WRITTEN CONTRACT, AGREEMENT OR PERMIT, EXECUTED PRIOR TO THE LOSS, TO PROVIDE ADDITIONAL INSURED COVERAGE.	VARIOUS AS REQUIRED PER WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

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

A. LIABILITY COVERAGE, Who Is An Insured, is amended to include as an "insured" any person or organization you are required in a written contract to name as an additional insured, but only for "bodily injury" or "property damage" otherwise covered under this Policy caused, in whole or in part, by the negligent acts or omissions of:

1. You, while using a covered "auto"; or
2. Any other person, except the additional insured or any employee or agent of the additional insured, operating a covered "auto" with your permission;

Provided that:

- a. The written contract is in effect during the policy period of this Policy;
 - b. The written contract was signed by you and executed prior to the "accident" causing "bodily injury" or "property damage" for which liability coverage is sought; and
 - c. Such person or organization is an "insured" solely to the extent required by the contract, but in no event if such person or organization is solely negligent.
- B. The Limits of Insurance provided for the Additional Insured shall not be greater than those required by contract and, in no event shall the Limits of Insurance set forth in this Policy be increased by the contract.
- C. General Conditions, Other Insurance is amended as follows:

Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether such insurance is primary, excess, contingent or on any other basis unless the contract specifically requires that this Policy be primary.

All terms, conditions, exclusions and limitations of this Policy shall apply to the liability coverage provided to any additional insured, and in no event shall such coverage be enlarged or expanded by reason of the contract.

All other terms and conditions of this policy remain unchanged.



(Authorized Representative)

WAIVER OF TRANSFER RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name of Persons or Organization: Any person or organization with whom you have agreed in writing to waive any right of recovery prior to a loss.

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

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

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

This endorsement is executed by the Greenwich Insurance Company

Premium \$

Effective Date 4/1/2016 Expiration Date 4/1/2017

For attachment to Policy No. CGG740901605

Issued To Atkins North America, Inc.

Countersigned by


Authorized Representative

Issued

Sales Office and No.

Rnd. Serial No. 17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

**Business Auto Coverage Form
Garage Coverage Form
Truckers Coverage Form
Motor Carrier Coverage form**

SCHEDULE

Premium: INCL

Name of Persons or Organization:

Any person or organization for whom you perform work under a written contract if the contract requires you to obtain this agreement from us, but only if the contract is executed prior to the injury or damage occurring.

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your operations of a covered auto done under contract with that person or organization. This waiver applies only to the person or organization shown in the Schedule above.

Policy No. CAH740901705
Effective Date 4/1/2016
Expiration Date 4/1/2017
Sales Office: 0001

Issued By: Greenwich Insurance Company

Endt. Serial No.35