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City of Jacksonville, Florida
Procurement Award Form (PAF)

Part 1: Form Type JPAC Award Request and Administrative Details

Goods and/or Services: Cecil Commerce Center Management and Maintenance/Caretaker Support

Requested Action/Authority:

To increase the maximum indebtedness under the agreement (pursuant to Section 3.1.1) by $2,037,711 for a total maximum indebtedness of $4,360,571.

Justification/Explanation:

This agreement is budgeted annually in accordance with Section 1.3.1 of the agreement. The amendment increases the indebtedness based on the scope and budget provided by the vendor.

Legal Contract #:	70551-23	Contract Date:	08/01/2023	Change Order/AMD #:	1	
PO/Release #:	70551-23	Bid Date:	05/24/2023	Awarded Supplier:	VT Griffin Services Inc.	
Licenses Verified:	N/A	Effective Date:	10/01/2024	Basis of Award:	N/A	
Federally Funded:	N/A	No. Invited:	N/A	Responses Received:	1	Attachments:
Solicitation:	RFP-NONCON P-13-23 - N/A			Procurement Contract #:	POA - 70551-23	
Executed By:	N/A					

PoP:Base:	3 years	Options:	N/A	Extension(s):	N/A
JSEB Rec.:	Participation	%:	20	Bonds Waived Pursuant To:	N/A

Fund:	11312	Center:	105102	Acct:	531090	Proj:	000000	Activity:	00000296	$	2037711
Fund:		Center:		Acct:		Proj:		Activity:		$	
Fund:		Center:		Acct:		Proj:		Activity:		$	

New NTE/GMP:	$ 4360571	Contingent Amount:	$ 0	DMP/ODPO Amount:	$ 0

Using Agency/BU:	JEJE:OFFICE_OF_ECONOMIC_DEVELOPMENT			
Concurrence:	Signed by: Crawford, Paul C49E1910BAAC412...	Title:	DIRECTOR OF BUSINESS DEVELOPMENT	8/16/2024
Concurrence:		Title:		
Concurrence:		Title:		
Concurrence:		Title:		

Procurement Analyst/Buyer:	Signed by: baker, alex 08D1A3C4B98C4CA...	Chief of Procurement:	DocuSigned by: B19F1D517352456... 8/19/2024
Name:	baker, alex	Name:	Dustin L. Freeman

Part 2: JPAC Actions on Above Requests/Recommendations
All Award Actions Subject to Lawfully Appropriated Funds

Members Who Approve:	
Members Who Disapprove:	
Other Action:	

Date:

Part 3: Final Awarding Authority Action

Action:

Date:

Signature:

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PAF Instructions

Form Type: Select the type of award from the dropdown options. This form will be used for all Procurement awards (Administrative Awards and JPAC Requests).

Goods and/or Services: Enter a brief description of the types of goods and services included in the request.

Requested Action/Authority: Enter a brief description of the requested action or authority being sought. i.e.; *request permission to award to the lowest, responsive responsible bidder for ITB or award the highest ranked supplier for an RFP*.

Justification/Explanation: Enter a brief justification or explanation for the requested action. Use this box to add any additional information such as additional account strings, or other information essential for contract execution.

Legal Contract Number: Provide the existing City contract number if applicable. This will be the same number as your POA number.

Contract Date: Select the effective date for the contract using the calendar option in the form. Leave blank for contracts to become effective on the execution date.

Change Order/AMD #: Provide the applicable Change Order or Amendment number represented by this request.

Date: Enter the date of PAF submission.

Effective Date: Enter the effective date of requested authority and/or action.

Solicitation: Select the competitive procurement method used (1Cloud generated prefix), enter the 1Cloud generated numbering sequence, and 1Cloud generated fiscal year of solicitation

Basis of Award: Select from Lowest Price Technical Acceptable (LPTA), Highest Price Technical Acceptable (HPTA),

Procurement Contract #: This is your PO number. Select Type, Enter Number

PO/Release Number: Enter PO Release Number

Awarded Supplier: Enter Awarded Supplier Name

Federally Funded: Select yes or no from dropdown if Federal Funds will be used.

Responses Received: This is the number of responses received.

No Bids Received: The number of responses received that indicated supplier would not bid.

Executed By: Select whether executed by OGC or JPAC / Chief of Procurement

PoP Base: Select the Period of Performance for the initial period.

Options: Period for each renewal period i.e. one (1) two (2) year.

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Extensions: How many extensions have we preformed after the initial base period and option periods have been completed?

JSEB Goal: Select the percentage established by JSEB.

JESB Other: Select Encouragement or Set Aside Option

Bonds Waived Pursuant to: Select authority allowing bonds to be waived.

Funding Source: Fund/Center/Account/Project/Activity, all fields are required even if zeros.

New NTE/GMP: Enter the new total not to exceed the amount. Note, this should match the contract maximum indebtedness, if applicable**.**

Contingent Amount: If your agency requests an allowance for unforeseen additional expenses, then specify the amount of your requested increase and new NTE that represents the contingency allowance. This is over and above any quote.

DMP/ODPO Amount: Enter the total Direct Materials Purchase/Owner Direct Purchase Order amount for project.

Attachments: Name any attachments included as supplemental information to the PAF.

Using Agency/BU: This should be the requesting agency/requirement owner.

Concurrence: Electronic Signature

Title: Enter the title of person electronically signing form.

**Any fields where there is no data available, or no entry is required, either leave it blank or enter N/A. Any fields where there is known data, include for informational purposes. Any changes to an original award should contain the data that is being changed and any other relevant data required for JPAC review and approval.*

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BUDGET ESTIMATE PLAN
OCTOBER 1, 2024 -SEPTEMBER 30, 2025

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		2024-2025 ESTIMATED BUDGET ESITMATE PLAN OCT. 1, 2024 - SEPT. 30, 2025
	GENERAL/OH COST AREA	
1	Administrative Requirement	$ 301,687
2	Facility Maintenance Services	$ 1,013,167
3	Pest Control Services	$ 13,748
4	Grounds and Surfaced Areas Maint Serv	$ 587,275
5	Environmental	$ 7,201
6	Refuse/Recycle	$ 17,599
	Sub Totals	$ 1,940,677
	Management Fee (5.0%)	$ 97,034
	GRAND TOTAL	**$ 2,037,711**

ANNEX 1
ADMINSTRATIVE REQUIREMENTS

ANNEX 1 COSTS ADMN REQ	EST 10/1/2024-09/30/202
3.1 DIRECT COSTS	
A. VEHICLE OPERATING EXPENSE	$ 24,351
B. TELEPHONE & COMMUNICATION	$ 11,844
C. INSURANCE	$ 17,116
D. PERMITS, LICENSES, REGISTRATION, & T	$ 1,316
E. SOFTWARE/OFFICE EQUIPMENT RENTAL	$ 5,331
MAINTENANCE	
F. OFFICE SUPPLIES	$ 5,484
G. POSTAGE, FEDERAL EXPRESS, COURIER	$ 1,316
H. UTILITIES	$ 1,318
SUBTOTAL	$ 68,076
3.2 LABOR	$ 233,611
SUBTOTAL	$ 233,611
TOTAL ANNEX 1	$ 301,687

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ANNEX 2
FACILITIES MAINTENANCE SERVICES

ANNEX 2 COSTS FAC MAINT SERV	EST 10/01/24-09/30/2025
1.1 SUBCONTRACTOR COSTS	
A. SERVICE CALLS	$ 31,279
B. HVAC MAINTENANCE & REPAIR	$ 23,006
C. CUSTODIAL	$ 38,227
D. FIRE PROTECTION MAINTENANCE	$ 10,847
E. MISC FACILITES PROJECTS O&A	$ 262,166
SUBTOTAL	$ 365,525
1.2 LABOR	
A. SALARIES	$ 630,103
SUBTOTAL	$ 630,103
1.3 MATERIALS & OTHER EXPENSES	
A. MATERIALS	$ 16,206
B. SUB/SOLICITATION COSTS	$ 1,333
SUBTOTAL	$ 17,539
TOTAL ANNEX 2	$ 1,013,167

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ANNEX 3
PEST CONTROL SERVICES

ANNEX 3 COSTS PEST CONTROL	10/01/24-09/30/2025
1.1 SUBCONTRACTOR COSTS	
A. * PEST CONTROL, BUILDINGS	$ 5,408
SUBTOTAL	$ 5,408
1.2 LABOR	
A. SALARIES	$ 8,340
SUBTOTAL	$ 8,340
* termite bonding #332 incl	
TOTAL ANNEX 3	$ 13,748

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ANNEX 4
GROUNDS AND SURFACED AREAS MAINTENANCE SERVICES

ANNEX 4 COSTS GROUNDS	10/01/24-09/30/25
1.1 SUBCONTRACTOR COSTS - SOUTH SIDE	
A. GRASS MOWING & MAINT (GREEN)	$ 162,587
B. GRASS MOWING & MAINT (YELLOW)	$ 16,158
C. LEVEL "A" BUILDINGS	$ 24,964
D. STREET SWEEPING	$ 4,349
E. CURB, SIDEWALK EDGING	$ 18,208
F. STORM WATER DRAINAGE LAKE FRETWELL	$ 2,982
G. CLEAN MISC. STORM DRAINS	$ 1,118
H. HYSLER CEMETERY	$ 2,236
I. TREAT/MAINTAIN LAKE FRETWELL	$ 9,443
J. IRRIGATION SYSTEM MAINT	$ 5,333
K. FLOWERBED MA	$ 2,505
L. GENERAL FUND/ ER VIC CALL S	$ 12,215
	$ 262,098
1.2 SUBCONTRACTOR COSTS - NORTH SIDE	
A. GRASS MOWING & MAINT /LOGISTIC LANE	$ 80,508
B. CURB, SIDEWALK EDGING	$ 17,684
C. FLOWERBED MAINT	$ 16,614
D. IRRIGATION SYSTEM MAINT	$ 5,333
E. PONDS/STORM WATER DRAINAGE W. NEW W(	$ 55,713
F. CLEAN RETENTION POND OUTFALLS	$ 8,017
G. STREET SWEEPING	$ 3,728
H. GENERAL FUND/SERVICE CALLS	$ 12,214
	$ 199,811
SUBTOTAL	$ 461,909
1.3 LABOR	
A. SALARIES	$ 82,978
SUBTOTAL	$ 82,978
1.4 MATERIALS & OTHER EXPENSES	
A. FERT/PEST CONTROL/GRNDS EQUIPMENT	$ 1,206
B. FERT/PEST CONTROL/GRNDS MATERIALS	$ 10,783
C. SPRINKLER SYSTEM MAINTENANCE	$ 4,342
D. UTIL/METERS	$ 26,057
SUBTOTAL	$ 42,388
TOTAL ANNEX 4	$ 587,275

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ANNEX 5
ENVIRONMENTAL

ANNEX 5 COSTS		
ENVIRONMENTAL		10/01/24-09/30/25
7.1 LABOR/SUBCONTRACTORS COSTS	$	7,201
SUBTOTAL	$	7,201
TOTAL ANNEX 5	$	7,201

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ANNEX 6
REFUSE/RECYCLE SERVICES

ANNEX 6 COSTS REFUSE/RECYCLE		
	10/01/24-09/30/25	
1.1 SUBCONTRACTOR COSTS		
A. WASTE DISPOSAL	$	9,258
SUBTOTAL	$	9,258
1.2 LABOR		
A. SALARIES	$	8,341
SUBTOTAL	$	8,341
TOTAL ANNEX 6	$	17,599

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AGREEMENT

BETWEEN

THE CITY OF JACKSONVILLE

AND
VT GRIFFIN SERVICES INC.

FOR

MANAGEMENT AND
MAINTENANCE/CARETAKER SUPPORT

CECIL COMMERCE CENTER

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Management and Maintenance/Caretaker Agreement

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AGREEMENT BETWEEN THE CITY OF JACKSONVILLE AND VT GRIFFIN SERVICES INC.; FOR MANAGEMENT AND MAINTENANCE/CARETAKER SUPPORT AT CECIL COMMERCE CENTER

This AGREEMENT (the "Agreement") is made and entered into in duplicate as of the 1st day of August, 2023 (the "Effective Date"), by and between the **CITY OF JACKSONVILLE,** a municipal corporation in Duval County, Florida (the "City"); and **VT GRIFFIN SERVICES INC.**, a Virginia corporation authorized to do business in the State of Florida, with offices at 6134 Authority Ave., Jacksonville, FL, 32221 (the "Caretaker"), for Management and Maintenance/Caretaker Support at Cecil Commerce Center (the "Project").

WITNESSETH:

WHEREAS, the City prepared a Request for Proposals No. P-13-23 (the "RFP") for the Project and solicited proposals from interested firms; and

WHEREAS, the Caretaker submitted a proposal dated May 24, 2023 to the City (the "Proposal") and was selected by the City as the best and most qualified applicant; and

WHEREAS, the City and the Caretaker have negotiated mutually satisfactory terms for the execution of this Project;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter contained, the City hereby engages the Caretaker for management and maintenance/caretaker support services for the Project in accordance with the following:

Article 1.
BASIC SERVICES OF THE CARETAKER

1.1 Statement of Caretaker Services

City hereby engages Caretaker and Caretaker hereby accepts said engagement for the purpose of providing to City services for the Project, as described in and according to the provisions of the RFP (the "Scope of Services, or the "Services").

The Caretaker shall furnish all services, documents, drawings, and other matters called for in this Agreement in accordance with the Description of Services contained in Section 4 of the RFP and in the Proposal, all of which by this reference are made a part hereof. These documents are all on file in the office of the City's project manager.

Such work shall be done strictly in accordance with the RFP as amended by addenda, this Agreement, the Proposal to perform the services (the "Proposal"), and the award of this Agreement (collectively, the "Contract Documents"), all of which are hereby specifically made a part hereof by reference to the same extent as if fully set out herein.

If any services, functions or responsibilities not specifically described in this Agreement or the RFP or Proposal are necessary for the proper performance and provision of the Services,

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they shall be deemed to be implied by and included within the Scope of Services to the same extent and in the same manner as if specifically described in this Agreement and/or the Scope of Services. The Caretaker shall be responsible for providing the equipment, supplies, personnel (including management, employees and training) and other resources necessary to provide the Services.

1.2 **Coordination and Services Provided by City:**

City shall designate, for the Services received, a Project Coordinator who will, on behalf of the City, coordinate with Caretaker and administer this Agreement according to the terms and conditions contained herein and in the Exhibit(s) attached hereto and made a part hereof. It shall be the responsibility of Caretaker to coordinate all project related activities with the designated Project Coordinator. The City's Project Coordinator shall be designated by the Executive Director of the Office of Economic Development.

1.3 **Duration of Agreement; Renewal; Termination**

1.3.1 This Agreement shall commence on the day and year first above written and shall continue and remain in full force and effect thereafter until September 30, 2026; or earlier termination as provided in Section 5.1 hereof. A revised Scope of Work and fee therefor will be negotiated with the Caretaker each July for the subsequent contract year's work, and an amendment to the Agreement will be executed authorizing such scope of work and additional fee. At the option of the City, and upon satisfactory performance by the Caretaker, this Agreement may extended for up to two additional one (1) one-year periods, upon the same terms and conditions as set forth herein.

1.3.2 Should either party default in its obligations under this Agreement, the non-defaulting party shall provide written notice to the defaulting party of the default. The defaulting party shall be given ten (10) business days, from receipt of the notice of default (or any such other amount of time agreed to by the parties, in writing) to remedy the default. If the default is not remedied within such time frame, the non-defaulting party may terminate this Agreement, as provided in this Section 1.3.

1.3.3 City may in its sole discretion suspend any or all activities under the Contract by providing a written notice to Caretaker at least five (5) days in advance that outlines the particulars of suspension. Within ninety (90) days of providing such notice, or within any longer period agreed to by Caretaker, City shall either (1) authorize the resumption of work, at which time activity shall resume, or (2) terminate the Contract in accordance with the applicable termination provisions. Suspension of work shall not entitle Caretaker to any additional compensation. The parties will reasonably amend any schedules relating to performance of the Services to reflect the suspension of work hereunder. Caretaker shall not be entitled to receive compensation for any work it performs after being excused from providing it hereunder.

1.3.4 City reserves the right to terminate the Contract at any time and for any reason by giving written notice to Caretaker. If the Contract is terminated for convenience as provided herein, City will be relieved of all further obligations other than

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payment for that amount of Services actually performed to the date of termination. Access to any and all work papers will be provided to the District after the termination of the Contract. The parties understand and agree that Caretaker shall not have a reciprocal right to terminate the Contract for convenience; it being understood that City's payment for Services forms the consideration for Caretaker not having this right. In the event of City's termination of the Contract, City (in its sole discretion) may also require Caretaker to provide the Transition Services as set forth in Section 3.26 of the RFP.

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

1.4 **Commencement of Work**

1.4.1 The Caretaker shall not commence work without prior written Notice to Proceed from the City, and thereafter shall commence work on various phases only upon receipt of written Notice to Proceed as provided herein. Work may proceed on various phases on a concurrent or consecutive basis, or both, dependent upon the City's giving of written Notice to Proceed.

1.4.2 The giving of written Notice to Proceed shall be a condition precedent to any liability attaching to the City, whether under the terms of this Agreement or otherwise. As part of the consideration for the execution of this Agreement, the Caretaker hereby releases the City from any claim for damages, whether in contract, tort or otherwise, in the event that no written Notice to Proceed is ever given pursuant to this Agreement. Work will not proceed until a written Notice to Proceed has been received.

1.5 **General Requirements**

The Caretaker shall serve as the City's professional representative on the Project and shall consult with the City during the performance of its services. The Caretaker warrants that it now has or will secure at its own expense all personnel and equipment required to perform all services under this Agreement. The Caretaker shall not have any direct or indirect contractual relationship with any officer or employee of the City which will conflict with its ability to perform hereunder. All personnel assigned to the work shall be fully qualified and all means and equipment employed shall be adequate for the work required. The Caretaker shall prosecute the work under the full-time direction of one or more of its senior officers, or a responsible representative, who shall be acceptable to the City. The Caretaker shall designate in writing to the City such representative who shall be authorized to act on behalf of the Caretaker on any matter covered by this Agreement.

1.5.1 All services performed by the Caretaker shall be executed in cooperation and coordination with the City through its Project Manager, and in the performance of such services the Caretaker shall:

(a) Maintain close liaison and cooperation with the City during performance of the work hereunder to obtain agreement and coordination of the various aspects of work contained herein.

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(b) Attend all meetings and conferences as arranged and required by the City during the progress of the work hereunder to establish project criteria, to review City and State standards, to secure agreement upon the comprehensive and detailed basis of the Caretaker's services, and to discuss any other matters relating to the Project. The Caretaker will be given timely notice of such meetings and conferences.

(c) Provide the City with written memoranda to confirm and record the understandings and agreements resulting from meetings and conferences related to the Project.

(d) Provide the City with schedules, including starting dates and contemplated completion dates, for the work hereunder and periodic progress reports. Such schedules and progress reports shall be in such format and detail as the City may require. Provide progress updates as required by the Project Manager.

1.6 **Maintenance/Caretaker Support Services**

1.6.1 The level of service and frequency thereof for all services and facilities and grounds maintenance shall be as specified in the Scope of Services contained Section 4 of the RFP and the Proposal, all of which by this reference are made a part hereof.

1.6.2 All administrative requirements shall also be performed in accordance with the Scope of Services contained in Section 4 of the RFP and the Proposal, all of which by this reference are made a part hereof.

1.6.3 The Caretaker shall coordinate services performed by sub-consultants and act as the City's technical representative in connection therewith. The Caretaker certifies that it will attempt, to the best of its ability and in accordance with sound fiscal practice, to utilize City of Jacksonville certified Minority Business Enterprises for its subcontracting opportunities to the maximum extent possible.

1.7 **Pricing of Work**

1.7.1 Since this contract scope was competitively procured under the City of Jacksonville Purchasing Code, the Caretaker is exempt from conforming to the strict provision of the Code. However, to ensure price reasonableness when pricing the additional work described on **Exhibit B** attached hereto ("Over and Above Services") to be performed under this Agreement, the following procedures shall apply and be adhered to by the Caretaker:

(a) *SERVICE CALLS*: An estimated number of Service Calls for work up to $2,500.00 have been pre-priced and included in the amount of the initial contract award for work under Contract Annexes 2, 3, 4, 5, and 6. Annual, or more frequent if necessary, adjustment to the estimated quantities will be accomplished to reconcile the contract price to actual quantities used.

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(b) *WORK ORDERS BETWEEN $2,501.00 AND $15,000.00*: For Work Orders in this price category, the Caretaker shall prepare its price proposal and compare this price against recognized industry costing standards. The recognized standard for this estimating shall be the RS Means Facilities Maintenance and RS Means Facilities Construction Cost Data guides, current edition for the Jacksonville, Florida area.

(c) *WORK ORDERS ABOVE $15,000.00*: For Work Orders in this price category, the Caretaker shall seek competitive proposals from multiple (at least three) competent sources and provide the City with a minimum of two final price proposals which establish that the proposed price for the work is fair and reasonable.

1.7.2 **Best Pricing for Comparable Services to Other Government Entities:**

Compensation for the Services shall be as set forth in this Agreement. During the Term hereof, if Caretaker offers better pricing to other government entities for substantially the same or a smaller quantity of Services upon the same or similar terms of the Agreement ("Better Pricing"), then the price under the Agreement shall be immediately reduced to the better price. City may require Caretaker to certify on an annual basis that Better Pricing (as defined above) does not exist.

Article 2.
THE CITY'S RESPONSIBILITIES

The City shall:

(a) Advise as to its requirements for the work.

(b) Assist the Caretaker by placing at its disposal all available information pertinent to the Project which the City may have.

(c) Guarantee access to and make all provisions for the Caretaker to enter upon public and private lands as required by the Caretaker to perform its work under this Agreement.

(d) Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Caretaker and render decisions pertaining thereto within a reasonable time so as not to delay the work of the Caretaker. The City's review of any documents prepared by the Caretaker shall be solely for the purpose of determining whether such documents are generally consistent with the City's construction and maintenance programs and policy. No review of such documents shall relieve the Caretaker of its responsibility for the final accuracy, adequacy, fitness, suitability and coordination of its work efforts.

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(e) Provide such legal, accounting and insurance counseling services as may be required for the work, and such auditing services as the City may require, for its own benefit.

(f) Through the Executive Director of the Office of Economic Development, designate in writing a person to act as the City's Project Manager with respect to the work and services to be performed under this Agreement, who shall have complete authority to transmit instructions, receive information, interpret and define the City's policies, and make decisions with respect to the work and services covered by this Agreement.

(g) Assist the Caretaker in securing approval of all governmental authorities having jurisdiction over the Project, and other approvals and consents from such other individuals or bodies as may be necessary for completion of the work.

(h) Furnish, or direct the Caretaker to provide at the City's expense, any necessary additional services in connection with this project that may be required by the City, provided that any such direction shall be given by the City to the Caretaker in writing, and shall provide a maximum indebtedness for such services.

Article 3.
PAYMENT FOR SERVICES OF THE CARETAKER

3.1 Payment to Caretaker - Ongoing

The City shall pay to the Caretaker the actual cost of the following up to the maximum amount indicated:

3.1.1 For Management and Maintenance/Caretaker Support Services as described in the RFP and the Proposal and as listed on **Exhibit A**, an amount not-to-exceed TWO MILLION THREE HUNDRED TWENTY-TWO THOUSAND EIGHT HUNDRED SIXTY and 00/100 Dollars ($2,322,860.00), of which $100,000 may be utilized for Over and Above Services per Section 3.1.2 below.

3.1.2 For "Over and Above Services" as described in Section 1.7 hereof, an amount not-to-exceed ONE HUNDRED THOUSAND AND 00/100 Dollars ($100,000.00).

3.2 Invoices - Costs

The Caretaker shall submit invoices for payment or reimbursement under Section 3.1 on an "as-incurred" basis. Such invoices shall constitute the Caretaker's regular invoices as set forth in Section 3.3 hereof. The cost of services provided by the Caretaker shall be paid at the rates shown in the Price Proposal Summary attached hereto as **Exhibit A**, and by this reference made a part hereof. For invoicing purposes, said rates may be marked-up by 5.0% for Management Fee. The cost of services provided to the Caretaker by others shall be reimbursed

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at invoiced amount plus the 5.0% Management Fee mark-up by Caretaker. Travel expenses, if provided for as a reimbursable expense in **Exhibit A**, shall be reimbursed only to the extent provided by Chapter 106, Part 7 of the Ordinance Code of the City. Travel expenses not specifically covered by said Chapter shall be reimbursed only to the extent provided by the uniform policies and practices of the City.

3.3 Invoices - Form

The Caretaker shall submit written invoices not more than often than monthly in such form and containing such documentation as reasonably required by the City's Project Manager in order to establish charges and to enable compensation therefor by the City as soon as practicable upon receipt, review and approval of each such invoice, but in any event within 30 days after approved. Each such invoice shall include the amount of payment requested, the amount previously paid, the total contract value, the percent completed since the last invoice, the total percent completed to date, and any other such information as may be reasonable and necessary to secure the written approval of the invoice by the City's Project Manager. Each invoice shall contain a statement that it is made subject to the provisions and penalty of Section 837.06, Florida Statutes.

3.4 Invoices required before Payment

Each and every payment by the City to the Caretaker shall be expressly subject to the submittal of written invoices as provided in Section 3.3 herein.

3.5 Maximum Indebtedness

Based on the initial proposal and work plan negotiated, the maximum indebtedness of the City for all services and reimbursables pursuant to this Agreement for the period of August 1, 2023 through September 30, 2026 shall not exceed the sum of TWO MILLION THREE HUNDRED TWENTY-TWO THOUSAND EIGHT HUNDRED SIXTY and 00/100 Dollars ($2,322,860.00),. This amount may be increased based on increased caretaker requirements at Cecil Commerce Center by bi-lateral agreement of the parties upon execution of an amendment to this Agreement specifically increasing the City's maximum indebtedness.

Article 4.
ADDITIONAL SERVICES OF THE CARETAKER

4.1 Authorized Additional Services

If authorized in writing by the City, the Caretaker shall furnish, or obtain from others, additional services of the following types which shall be paid for by the City, provided that such services are clearly consistent with the original Request for Proposals and that such services are provided for by written amendment to this Agreement.

4.1.1 Prepare to serve and serve as an expert witness for the City either confidentially or in any trial, hearing or other judicial, quasi-judicial or administrative proceeding at customary, reasonable and usual rates to be established prior to serving as an expert witness.

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4.1.2 Provide additional services in connection with the Project, including services normally furnished by the City and services not otherwise provided for in this Agreement.

Article 5.
GENERAL CONDITIONS

5.1 Delays:

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

5.2 Suspension of Services:

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

5.3 Termination

5.3.1 This Agreement shall continue and remain in full force and effect, as to all of its terms, conditions, and provisions as set forth herein, until and unless the City shall give written notice to the Caretaker of its desire to terminate this contract with or without cause on a specified time and date thereafter. Such written notice to terminate this Agreement shall be given no less than thirty (30) days prior to the date this Agreement shall be so terminated, with twenty-four (24) hour notice in the event that funds become unavailable to the City for any reason whatsoever. In the event of any such termination, the Caretaker shall be paid by the City for all services actually, timely and faithfully rendered up to receipt of the notice of termination, and thereafter until the date of termination the Caretaker shall be paid only for such services as are specifically authorized in writing by the City.

5.3.2 If the City (i) fails to issue written Notice to Proceed to the Caretaker within six (6) calendar months from the date first above written, or (ii) suspends work under this Agreement for a period of at least six (6) calendar months once work has commenced, or (iii) fails to pay the non-disputed amount of a submitted invoice within 30 days after approval, the Caretaker shall have the right at its option to terminate this Agreement by giving written notice thereof to the City.

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5.4 **Indemnity:**

See Attachment G of the RFP for the indemnification obligations of the Caretaker, which is by this reference made a part hereof and are incorporated herein.

The indemnification requirements in Section 5.4 are separate and apart from, and are in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This Section 5.4 relating to indemnification shall survive the term of this Agreement and any holdover and/or contract extensions thereto, whether such term expires naturally by the passage of time or is terminated earlier pursuant to the provisions of this Agreement.

5.5 **Insurance**

5.5.1 Without limiting its liability under this Agreement, the Caretaker shall procure and maintain during the life of this Agreement insurance of the types and in the minimum amounts set forth in Attachment H of the RFP, which is by this reference made a part hereof and are incorporated herein.

5.5.2 Anything to the contrary notwithstanding, the liabilities of the Caretaker under this Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverages. The caretaker's indemnification obligations set forth in this Agreement shall survive the expiration or termination of this agreement but such indemnification obligation shall not include special, incidental, punitive or exemplary damages. Neither approval nor failure to disapprove insurance furnished by the Caretaker shall relieve the Caretaker or its subcontractors from responsibility to provide insurance as required by this Agreement.

5.6 **Successors and Assigns**

The City and the Caretaker each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants and provisions of this Agreement, and any assignment or transfer by the Caretaker of its interests in this Agreement without the written consent of the City, which shall not be reasonably withheld, shall be void. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City, nor shall it be construed as giving any right or benefit hereunder to anyone other than the City or Caretaker.

5.7 **Accuracy of Work:**

5.7.1 In providing the Services under this Agreement, the Caretaker, including its officers, employees, agents and subcontractors, shall exercise that degree of skill and care required by customarily accepted good practices and procedures for the performance of the same or similar Services. The Caretaker shall be responsible for the accuracy of its work, including work by any subcontractors, and shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of the Caretaker or subcontractors, at no additional compensation. Acceptance of the work by the City

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shall not relieve the Caretaker of the responsibility for subsequent corrections of any such errors and the clarification of any ambiguities.

5.7.2 At any time during the provision of Services under this Agreement, or during any phase of work performed by others based on data furnished by the Caretaker under this Agreement, the Caretaker shall confer with the City for the purpose of interpreting the information furnished and/or correct any errors and/or omissions made by the Caretaker. The Caretaker shall prepare all drawings or data to correct its errors and/or omissions without added compensation even though final payment may have been received therefor.

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

5.8 **Nonwaiver:**

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

5.9 **Ownership of Documents and Equipment:**

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

5.10 **Compliance With State and Other Laws**

The Caretaker shall comply with any and all applicable Federal, State and local laws, rules, and regulations, as the same exist and may be amended from time to time. Such laws, rules and regulations include, but are not limited to, Chapter 119, Florida Statutes, (the Public Records Act) and Section 286.011, Florida Statutes, (the Florida Sunshine Law). If any of the obligations of this Agreement are to be performed by a subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

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5.11 **Settlement of Claims**

In any case where the Caretaker deems that extra compensation is due it for services or materials not clearly covered in this Agreement, or not ordered in writing by the City as an additional service, the Caretaker shall notify the City in writing before it begins the work on which it bases the claim. The Caretaker shall not commence such work without prior written authorization from the City. If such authorization is not previously given, or the claim is not separately and strictly accounted for, the Caretaker hereby agrees to waive the claim for such extra compensation. However, such notice or accounting shall not in any way be construed as proving the validity of the claim.

In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiation between the City's Director of the City's Office of Economic Development and the Caretaker. All disputes shall be governed by the Laws of the State of Florida and the venue for actions under this contract shall be in Duval County, Florida.

In the event that a claim, question or dispute shall be decided through judicial order, prejudgment or post judgment interest shall be limited to four percent (4%) simple interest per annum, unless otherwise mandated by law, in which case there shall be a reciprocal entitlement rate.

5.12 **Non-Discrimination Provisions:**

In conformity with the requirements of Section 126.404, *Ordinance Code*:

The Caretaker represents that it has adopted and will maintain a policy of non discrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age or handicap, in all areas of employment relations, throughout the term of this Agreement. The Caretaker agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records, by the Executive Director of the Jacksonville Human Rights Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Agreement; *provided however*, that the Caretaker shall not be required to produce, for inspection, records covering periods of time more than one (1) year prior to the day and year first above written. The Caretaker agrees that, if any of the Services to be provided pursuant to this Agreement are to be performed by a subcontractor, the provisions of this Section 5.12 shall be incorporated into and become a part of the subcontract.

5.13 **Prohibition Against Contingent Fees**

In conformity with Section 126.306, *Ordinance Code*:

The Caretaker warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Caretaker, 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 Caretaker, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of these provisions, the City shall have

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the right to terminate this Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

5.14 **Truth In Negotiation Certificate**

In conformity with Section 126.305, *Ordinance Code*:

The Caretaker understands and agrees that execution of this Agreement by the Caretaker shall be deemed to be simultaneous execution of a truth-in-negotiation certificate under this provision to the same extent as if such certificate had been executed apart from this Agreement, such certificate being required by Section 126.305, *Ordinance Code*, for professional services contracts over fifty thousand dollars.. Pursuant to such certificate, the Caretaker hereby states that the wage rates and other factual unit costs supporting the compensation hereunder are accurate, complete and current at the time of contracting. Furthermore, the Caretaker agrees that the compensation hereunder shall be adjusted to exclude any significant sums where the City determines the contract price was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs, provided that any and all such adjustments shall be made within one (1) year following the completion date of this Agreement.

5.15 **Independent Contractor**

In the performance of this Agreement, the Caretaker shall be acting in the capacity of an independent contractor, and not as an agent, employee, partner, joint venturer or associate of the City. The Caretaker shall be solely responsible for the means, methods, techniques, sequences and procedures utilized in the full performance of this Agreement.

5.16 **Retention of Records/Audit:**

5.16.1 The Caretaker must establish and maintain books, records, contracts, subcontracts, papers, financial records, supporting documents, statistical records, goods, services and all other documents, in whatsoever form or format including, but not limited to electronic storage media, (for purposes of this Section 5.16, hereinafter referred to as the "Records") sufficient to reflect all receipt and expenditures of funds provided by the City under this Agreement.

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

5.16.3 Upon demand, and except as otherwise provided herein, at no additional cost to the City, the Caretaker must facilitate the duplication and transfer of any Records during the required retention period in Section 5.16.2 hereof. If the duplication cost exceed a reasonable amount, the City shall be responsible for the additional cost.

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5.16.4 The Caretaker must provide these Records at all reasonable times for inspection, review, copying or audit by the City.

5.16.5 At all reasonable times for as long as the Records are maintained, the Caretaker must allow persons duly authorized by the City to have full access to and the right to examine any of the provider's Records, relative to the Project. Caretaker will provide copies of contract data upon request in excel or word format if available with the exception of information protected under trademark law and exempted from the provisions of Chapter 119, Florida Statutes, as Caretaker's proprietary information, or information that Caretaker is not permitted to provide to City pursuant to Federal law.

5.16.6 The Caretaker, at no additional cost to the City (except as otherwise provided herein), must provide audits or reports, which are maintained in the ordinary course of business, as requested by the City, and must insure that all related party transactions are disclosed to the auditor with the exception of information protected under trademark law and exempted from the provisions of Chapter 119, Florida Statutes, as Caretaker's proprietary information, and any information that Caretaker is not permitted to provide to City pursuant to Federal law. If the City requires uncustomary reports, the City will be responsible for the additional cost of their preparation.

5.16.7 The Caretaker must permit the City to interview any employees and subcontractor employees of the Caretaker to assure the City of the satisfactory performance of the terms and conditions of this Agreement. Following such review, if performance of the Caretaker is, in the opinion of the City, deficient, the City will deliver to the Caretaker a written report of the deficiencies and request for development by the Caretaker of a corrective action plan. The Caretaker hereby agrees to prepare and submit, to the City, said corrective plan within ten (10) business days of receiving the City's written report. Thereafter, the Caretaker must correct all deficiencies in the corrective action plan, within a reasonable and agreed upon time period from receipt of the City's receipt of the corrective action plan.

5.16.8 All reports, audits, and other information provided by the Caretaker pursuant to this Section shall be submitted under penalties of perjury, under Section 837.06, Florida Statutes.

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

5.16.10 Caretaker agrees to reimburse City for the reasonable costs of investigation incurred by City for audits, inspections and investigations that uncover a material violation of the Contract. Such costs shall include the salaries of investigators, including overtime, travel and lodging expenses, and expert witness and documentary fees. Caretaker shall not be responsible for any costs of investigations that do not uncover a material violation of the Contract.

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5.17 **Right to Setoff:**

City may, in addition to other remedies available at law or equity and upon notice to Caretaker, retain such monies from amounts due Caretaker as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted in good faith by City (or any other local government entity or authority located in Duval County, Florida) against Caretaker.

5.18 **Governing State Law/Venue/Severability:**

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

5.19 **Article Headings:**

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

5.20 **Construction**

Both parties acknowledge that they have had meaningful input into the terms and conditions contained in this Agreement. Therefore, any doubtful or ambiguous provisions contained herein shall not be construed against the party who physically prepared this Agreement. The rule sometimes referred to as "Fortius Contra Proferentum" shall not be applied to the interpretation of this Agreement.

5.21 **Successors and Assigns/Personal Liability:**

The City and the Caretaker each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants and provisions of this Agreement, and any assignment or transfer by the Caretaker of its interests in this Agreement without the prior written consent of the City shall be void, in the sole discretion of the City. Nothing herein shall be construed as creating any personal liability on the part of any officer, employee or agent of the City.

5.22 **Notice:**

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

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As to the City:

Office of Economic Development
Business Development Division
117 West Duval Street, Suite 275
Jacksonville, Florida 32202
Attn: Project Manager

With copies to:

City of Jacksonville
Office of the General Counsel
117 West Duval Street, Suite 480
Jacksonville, Florida 32202
Attn: Corporation Secretary

As to the Caretaker:

VT Griffin Services Inc.
Attn: Anna Acre
14291 Park Meadow Dr., #425
Chantilly, VA., 20151

With copies to:

Cecil Commerce Center
Attn: James Jelsma
6134 Authority Ave.
Jacksonville, Florida 32221

5.23 **Caretaker Defined:**

As used herein, the term "Caretaker" shall include, but not be limited to VT Griffin Services Inc., its officers, employees, agents, subcontractors and other persons, firms, partnerships, corporations or other entities working for it or on its behalf.

5.24 **Ethics in Professional Service Agreements:**

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

5.25 **Conflict of Interest:**

The parties will follow the provisions of Section 126.110, *Ordinance Code* with respect to required disclosures by public officials who have or acquire a financial interest in a bid or contract with the City, to the extent the parties are aware of the same.

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5.26 **Public Entity Crimes Notice:**

The parties are aware and understand that a person or affiliate who has been placed on the State of Florida Convicted Vendor List, following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity, in excess of $35,000.00, for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.

5.27 **Entire Agreement/Amendments:**

This Agreement constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by the Caretaker hereunder. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party, or any representative of either party, which is not expressed herein shall be binding. All changes to, additions to, modifications of, or amendment to this Agreement, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

5.28 **Prompt Payment:**

5.28.1 Generally. When Caretaker receives payment from the City for labor, services or materials furnished by subcontractors or suppliers hired by the Caretaker, the Caretaker shall remit payment due (less proper retainage) to those subcontractors and suppliers within fifteen (15) calendar days after the Caretaker's receipt of payment from the City. Nothing herein shall prohibit the Caretaker from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subcontractors and suppliers. In the event of such dispute, Caretaker may dispute the disputed portion of any such payment only after the Caretaker has provided notice to the City and to the subcontractor and supplier whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to the City and said subcontractor or supplier within ten (10) calendar days after Caretaker's receipt of payment from the City. The Caretaker shall pay all undisputed amounts due within the time limits imposed by this Section.

5.28.2 Jacksonville Small and Emerging Business Participation. Notwithstanding Chapter 126, Part 6 of the Jacksonville Ordinance Code (referred hereinafter as the "Code"), Caretaker shall pay all contracts awarded with certified Jacksonville Small and Emerging Businesses ("JSEB") and Minority Business Enterprises ("MBE"), as defined therein, their pro rata share of their earned portion of the progress payments made by the City, under this Agreement, within seven (7) business days after Caretaker's receipt of payment from the City (less proper retainage). The pro-rata share shall be based on all work completed, materials and equipment furnished, or services performed by the certified JSEB or MBE at the time of payment. As a condition precedent to progress and

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final payments to the Caretaker, the Caretaker shall provide to the City, with its requisition for payment, documentation that sufficiently demonstrates that Caretaker has made proper payments to its certified JSEBs or MBEs from all prior payments the Caretaker has received from the City. Caretaker shall not unreasonably withhold payments to certified JSEB and MBEs if such payments have been made to the Caretaker. If Caretaker withholds payment to its certified JSEBs or MBEs, which payment the City has made to the Caretaker, the Caretaker shall return said payment to the City. Caretaker shall provide notice to the City and to the certified JSEBs or MBEs whose payment is in dispute, which notice shall: (i) shall be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to the City and said JSEBs or MBEs within five (5) calendar days after the Caretaker's receipt of payment from the City. Caretaker shall pay all undisputed amounts due within the time limits imposed in this Section. The failure to pay undisputed amounts to the JSEBs or MBEs within seven (7) business days shall be a breach of this Agreement, compensable by one per-cent (1%) of the outstanding invoice being withheld by the City, not as a penalty, but as liquidated damages to compensate for the additional contract administration by the City.

5.28.3 Third Party Liability. The Prompt Payment requirements hereunder shall, in no way, create any contractual relationship or obligation between the City and any subcontractor, supplier, JSEB or MBE or any third party or create any City liability for Caretaker's failure to make timely payments hereunder. However, Caretaker's failure to comply with the Prompt Payment requirements shall constitute a material breach of Caretaker's contractual obligations to the City. As a result of said breach, the City, without waiving any other available remedy it may have against the Caretaker, may: (i) issue joint checks; and (ii) charge the Caretaker a 0.2% daily late payment interest charge or charges specified in said Chapter 126 of the Code for JSEBs or MBEs and in Chapter 218, Florida Statutes, for non-JSEBs or MBEs, whichever is greater.

5.29 **Public Records Law:**

In accordance with Section 119.0701, Florida Statutes, the Caretaker shall:

(a) Keep and maintain public records required by City to perform the services; and
(b) Upon request from City's custodian of public records, provide City with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law; and
(c) Ensure 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 Contract term and following completion of this Contract if Caretaker does not transfer the records to City; and
(d) Upon completion of this Contract, transfer to City at no cost all public records in possession of Caretaker or keep and maintain public records required by City to perform the service. If Caretaker transfers all public records to City upon completion of this Contract, Caretaker shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Caretaker keeps

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and maintains public records upon completion of this Contract, Caretaker shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request from City's custodian of public records in a format that is compatible with City's information technology systems.

The above requirements apply to a "Contractor" as defined in Section, 119.0701, Florida Statutes.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT (904) 630-7678; REQUEST@COJ.NET; CITY OF JACKSONVILLE, PUBLIC RECORDS REQUEST, 214 N. HOGAN STREET, SUITE 1180, JACKSONVILLE, FLORIDA 32202.

5.30 **Incorporation by Reference:**

The "Whereas" recitals, at the beginning of this Agreement are true and correct and, by this reference, are made a part hereof and are incorporated herein. Similarly, the RFP, the Proposal, the Purchase Order, and all exhibits and other attachments to this agreement that are referenced in this Agreement are, by this reference made a part hereof and are incorporated herein.

5.31 **Order of Precedence:**

In the event of any conflict between or among the provisions of this Agreement and those of any exhibit attached hereto or of any amendment, the priority, in decreasing order of precedence shall be: (1) any fully executed amendment to this Agreement; (2) provisions in this Agreement; (3) exhibits to this Agreement; (4) specific information regarding the RFP (Section 1 of the RFP); (5) description of services and deliverables (Section 4 of the RFP; (6) general instructions to respondents (Section 2 of the RFP); (7) general terms and conditions of the agreement (Section 3 of the RFP); (8) any purchase order under the Agreement; and (9) the Proposal. Provided, however, that to the extent the Proposal contains exceptions to, or modifications of the RFP, such exceptions or modifications are stricken unless the City affirmatively accepts the exceptions or modifications in this Agreement. Notwithstanding the foregoing, Section 3 of the RFP, general terms and conditions of agreement, shall supplement and supersede the terms and conditions of this Agreement to the extent of any conflict.

5.32 **Counterparts**

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

[Signatures on following page.]

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

ATTEST:

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

CITY OF JACKSONVILLE

By: _____
Lenny Curry, Mayor

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

ATTEST:

By: _____
Print Name: Sally Starling
Title: Office Manager

VT GRIFFIN SERVICES INC.

By: _____
Print Name: James D. Jelsma
Title: Caretaker PM CGC 061080

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

_____
Director of Finance
Contract #70551-23

Form Approved:

_____
Office of General Counsel

GC-#1570899-v1-VT_Griffin_Services_Agreement_Cecil_Commerce_Center_2023.doc

Docusign Envelope ID: 0849F311-FA7A-4620-8152-1DDF70E76649

Exhibit A

Budget

BUDGET ESTIMATE PLAN AUGUST 1, 2023 -SEPTEMBER 30, 2024		
		ESTIMATED BUDGET ESITMATE PLAN AUG. 1, 2023 - SEPT. 30, 2024
	GENERAL/OH COST AREA	
1	Administrative Requirement	$ 336,001
2	Facility Maintenance Services	$ 1,052,420
3	Pest Control Services	$ 14,810
4	Grounds and Surfaced Areas Maint Serv	$ 683,819
5	Environmental	$ 7,201
6	Refuse/Recycle	$ 17,997
7	Over & Above	$ 100,000
	Sub Totals	$ 2,212,248
	Management Fee (5.0%)	$ 110,612
	GRAND TOTAL	$ 2,322,860

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ANNEX 1
ADMINSTRATIVE REQUIREMENTS

ANNEX 1 COSTS ADMN REQ	EST 8/1/2023-09/30/2024
3.1 DIRECT COSTS	
A. VEHICLE OPERATING EXPENSE	$ 26,089
B. TELEPHONE & COMMUNICATION	$ 13,474
C. INSURANCE	$ 21,057
D. PERMITS, LICENSES, REGISTRATION, & T	$ 1,647
E. SOFTWARE/OFFICE EQUIPMENT RENTAL MAINTENANCE	$ 5,331
F. OFFICE SUPPLIES	$ 5,734
G. POSTAGE, FEDERAL EXPRESS, COURIER	$ 1,366
H. UTILITIES	$ 1,391
SUBTOTAL	$ 75,989
3.2 LABOR	$ 260,012
SUBTOTAL	$ 260,012
TOTAL ANNEX 1	$ 336,001

ANNEX 2
FACILITIES MAINTENANCE SERVICES

ANNEX 2 COSTS FAC MAINT SERV	EST 08/01/23-09/30/2024
1.1 SUBCONTRACTOR COSTS	
A. SERVICE CALLS	$ 35,123
B. HVAC MAINTENANCE & REPAIR	$ 23,006
C. CUSTODIAL	$ 39,453
D. FIRE PROTECTION MAINTENANCE	$ 14,847
E. MISC FACILITES PROJECTS O&A	$ 175,573
SUBTOTAL	$ 288,002
1.2 LABOR	
A. SALARIES	$ 745,879
SUBTOTAL	$ 745,879
1.3 MATERIALS & OTHER EXPENSES	
A. MATERIALS	$ 17,206
B. SUB/SOLICITATION COSTS	$ 1,333
SUBTOTAL	$ 18,539
TOTAL ANNEX 2	$ 1,052,420

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ANNEX 3
PEST CONTROL SERVICES

ANNEX 3 COSTS PEST CONTROL	
	08/01/23-09/30/2024
1.1 SUBCONTRACTOR COSTS	
A. * PEST CONTROL, BUILDINGS	$ 6,306
SUBTOTAL	$ 6,306
1.2 LABOR	
A. SALARIES	$ 8,504
SUBTOTAL	$ 8,504
* termite bonding #332 incl	
TOTAL ANNEX 3	$ 14,810

4
GROUNDS AND SURFACE[illegible]AS MAINTENANCE SERVICES

ANNEX 4 COSTS GROUNDS	
1.1 SUBCONTRACTOR COSTS - SOUTH SIDE	
A. GRASS MOWING & MAINT (GREEN)	$190,620
B. GRASS MOWING & MAINT (YELLOW)	$ 18,068
C. LEVEL "A" BUILDINGS	$ 29,591
D. STREET SWEEPING	$ 4,849
E. CURB, SIDEWALK EDGING	$ 29,879
F. STORM WATER DRAINAGE LAKE FRETWELL	$ 2,985
G. CLEAN MISC. STORM DRAINS	$ 2,407
H. HYSLER CEMETERY	$ 2,666
I. TREAT/MAINTAIN LAKE FRETWELL	$ 9,443
J. IRRIGATION SYSTEM MAINT	$ 5,333
K. FLOWERBED MAINT	$ 2,858
L. GENERAL FUND/SERVICE CALLS	$ 13,159
	$395,127
1.2 SUBCONTRACTOR COSTS - NORTH SIDE	
A. GRASS MOWING & MAINT N	$ 43,214
B. CURB, SIDEWALK EDGING	$ 20,232
C. FLOWERBED MAINT	$ 18,977
D. IRRIGATION SYSTEM MAINT	$ 5,333
E. STORM WTR DRAINAGE W. N.W.AVE/PONDS	$ 58,450
F. CLEAN RETENTION POND OUTFALLS	$ 8,017
G. STREET SWEEPING	$ 3,728
H. GENERAL FUND/SERVICE CALLS	$ 12,211
I. CLEARING & ROUGH GRADING ACR	
J. DITCH CLEARING & MAINTENANCE (N)*	$ 14,340
K. DITCH CLEARING & MAINTENANCE (S)*	$ 6,000
L. LOGISTIC LN POLICE LITTER WEEDEAT/MOW	$ 10,000
M. LOGISTIC LN WEEDEAT SLOPED AREAS	$ 9,500
N. LOGISTIC LN MECH EDGE CURBS/SIDEWALKS	$ 13,000
O. LOGISTIC LN POND MOWING/WEEDEAT	$ 8,200
P. LOGISTIC LN POND MAINT	$ 2,400
*see CFTO TRANSFER PAGE for COL f27/28	
	$548,811
SUBTOTAL	[illegible]
1.3 LABOR	
A. SALARIES	$ 89,174
SUBTOTAL	$ 89,174
1.4 MATERIALS & OTHER EXPENSES	
A. FERT/PEST CONTROL/GRNDS EQUIPMENT	$ 1,206
B. FERT/PEST CONTROL/GRNDS MATERIALS	$ 11,283
C. SPRINKLER SYSTEM MAINTENANCE	$ 4,842
D. UTIL/METERS	$ 28,177
SUBTOTAL	[illegible]
TOTAL ANNEX 4	$983,810

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ANNEX 5
ENVIRONMENTAL

ANNEX 5 COSTS	
ENVIRONMENTAL	08/01/23-09/30/24
7.1 LABOR/SUBCONTRACTORS COSTS	7201
SUBTOTAL	7201
TOTAL ANNEX 5	7201

ANNEX 6
REFUSE/RECYCLE SERVICES

ANNEX 6 COSTS REFUSE/RECYCLE	
	08/01/23-09/30/24
1.1 SUBCONTRACTOR COSTS	
A. WASTE DISPOSAL	$ 9,493
SUBTOTAL	$ 9,493
1.2 LABOR	
A. SALARIES	$ 8,504
SUBTOTAL	$ 8,504
TOTAL ANNEX 6	$ 17,997

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Form I
Price Sheet

Company Name: VTG

SCHEDULE OF PROPOSED PRICES/RATES

1. **Flat Fee (payable upon completion of project or completion of listed deliverables):**
   5% (contract value not definite, based on percentage)

2. **If charges are based on hours worked, the hourly direct labor rates (without Fringe Benefits) are:**

   Principal (Partner or Senior Officer): see attached hr.

   Project Manager (Responsible Professional): see attached hr.

3. **Other Direct Project Costs per Unit (please specify):**
   See attached hourly direct labor rates.

4. **Estimated percentage of total fee to be performed by sub-contractors:**
   50% (contract value not definite, based on percentage)

5. **Please provide any other relevant rates that may apply to this project including average direct hourly labor rates for other categories of proposed personnel:**
   See attached hourly direct labor rates.

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VTG

Type	Labor Categories	Base Year W/OH	Option Year 1	Option Year 2	Option Year 3	Option Year 4
Exempt	Contracts Manager	$ 122.53	$ 128.04	$ 133.81	$ 139.83	$ 146.12
Exempt	Costs Control Analyst	$ 120.03	$ 125.43	$ 131.07	$ 136.97	$ 143.14
Exempt	Facilities Manager 1	$ 120.53	$ 126.55	$ 132.88	$ 139.52	$ 146.50
Exempt	Facilities Manager 2	$ 126.24	$ 131.92	$ 137.86	$ 144.06	$ 150.54
Exempt	Facilities Manager 3	$ 133.21	$ 139.21	$ 145.47	$ 152.02	$ 158.86
Exempt	Field Engineer 1	$ 100.34	$ 104.85	$ 109.57	$ 114.50	$ 119.65
Exempt	Field Engineer 2	$ 116.83	$ 122.09	$ 127.58	$ 133.32	$ 139.32
Exempt	Field Engineer 3	$ 130.92	$ 136.81	$ 142.96	$ 149.40	$ 156.12
Exempt	Finance Manager	$ 166.70	$ 174.20	$ 182.04	$ 190.23	$ 198.79
Exempt	Financial Analyst	$ 123.17	$ 128.71	$ 134.50	$ 140.55	$ 146.88
Exempt	Functional Analyst 1	$ 124.84	$ 130.46	$ 136.33	$ 142.47	$ 148.88
Exempt	Functional Analyst 2	$ 135.39	$ 141.48	$ 147.85	$ 154.50	$ 161.45
Exempt	Functional Analyst 3	$ 154.10	$ 161.04	$ 168.28	$ 175.86	$ 183.77
Exempt	HR/Payroll Specialist	$ 113.79	$ 118.91	$ 124.26	$ 129.85	$ 135.69
Exempt	Logistician 1	$ 107.36	$ 112.19	$ 117.24	$ 122.51	$ 128.02
Exempt	Logistician 2	$ 143.45	$ 149.90	$ 156.65	$ 163.70	$ 171.06
[illegible]mpt	Logistician 3	$ 146.82	$ 153.42	$ 160.33	$ 167.54	$ 175.08
[illegible]pt	Logistics Analyst III	$ 118.58	$ 123.92	$ 129.50	$ 135.32	$ 141.41
Exempt	Logistics Manager	$ 160.00	$ 167.20	$ 174.73	$ 182.59	$ 190.81
Exempt	Logistics Supervisor	$ 98.54	$ 102.97	$ 107.60	$ 112.45	$ 117.51
Exempt	Maintenance Foreman	$ 107.54	$ 112.38	$ 117.44	$ 122.72	$ 128.25
Exempt	Office Manager 1	$ 69.60	$ 72.74	$ 76.01	$ 79.43	$ 83.00
Exempt	Office Manager 2	$ 86.49	$ 90.81	$ 95.36	$ 100.12	$ 105.13
Exempt	Office Manager 3	$ 93.10	$ 97.29	$ 101.67	$ 106.24	$ 111.02
Exempt	Operations Manager 1	$ 187.88	$ 196.33	$ 205.17	$ 214.40	$ 224.05
Exempt	Operations Manager 2	$ 200.99	$ 210.03	$ 219.48	$ 229.36	$ 239.68
Exempt	Operations Manager 3	$ 205.10	$ 214.33	$ 223.98	$ 234.05	$ 244.59
Exempt	Program Manager 1	$ 158.74	$ 165.89	$ 173.35	$ 181.15	$ 189.31
Exempt	Program Manager 2	$ 190.50	$ 199.08	$ 208.03	$ 217.40	$ 227.18
Exempt	Program Manager 3	$ 225.54	$ 235.69	$ 246.29	$ 257.38	$ 268.96
Exempt	Project Coordinator	$ 153.40	$ 160.31	$ 167.52	$ 175.06	$ 182.94
Exempt	Broker	$ 250.00	$ 261.25	$ 273.01	$ 285.29	$ 298.13
Exempt	Project Manager	$ 159.38	$ 179.35	$ 185.72	$ 195.73	$ 203.42
Exempt	Project Manager 1	$ 182.05	$ 190.25	$ 198.81	$ 207.75	$ 217.10
Exempt	Project Manager 2	$ 191.47	$ 200.08	$ 209.09	$ 218.49	$ 228.33
Exempt	Project Manager 3	$ 201.45	$ 210.52	$ 219.99	$ 229.89	$ 240.23
Exempt	Purchasing Agent III	$ 102.68	$ 107.30	$ 112.13	$ 117.18	$ 122.45
[illegible]mpt	QC Inspector	$ 86.58	$ 90.47	$ 94.55	$ 98.80	$ 103.25
[illegible]pt	QC Manager	$ 164.38	$ 171.78	$ 179.51	$ 187.59	$ 196.03
Exempt	QC/Safety Manager	$ 113.05	$ 118.70	$ 124.64	$ 130.87	$ 137.41
Exempt	QC/Safety Manager 1	$ 131.26	$ 137.16	$ 143.34	$ 149.79	$ 156.53
Exempt	Safety & Environment Manager	$ 144.53	$ 151.04	$ 157.84	$ 164.94	$ 172.36

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01013	Accounting Clerk III	$ 60.10	$ 62.80	$ 65.63	$ 68.58	$ 71.67
01020	Administrative Assistant	$ 89.45	$ 93.48	$ 97.68	$ 102.08	$ 106.67
[illegible]51	Data Entry Clerk	$ 49.18	$ 51.40	$ 53.71	$ 56.13	$ 58.65
[illegible]5	General Clerk 1	$ 49.06	$ 51.27	$ 53.57	$ 55.98	$ 58.50
01116	General Clerk 2	$ 56.61	$ 59.15	$ 61.81	$ 64.60	$ 67.50
01117	General Clerk 3	$ 60.10	$ 62.80	$ 65.63	$ 68.58	$ 71.67
01118	General Clerk 4	$ 73.32	$ 76.61	$ 80.06	$ 83.67	$ 87.43
01192	Order Clerk II	$ 57.43	$ 60.01	$ 62.71	$ 65.54	$ 68.48
01262	Personnel Assistant 2	$ 66.81	$ 69.82	$ 72.96	$ 76.24	$ 79.67
01263	Personnel Assistant 3	$ 68.81	$ 71.91	$ 75.14	$ 78.53	$ 82.06
01264	Personnel Assistant 4	$ 77.97	$ 81.48	$ 85.15	$ 88.98	$ 92.99
01270	Production Control Clerk	$ 75.63	$ 79.03	$ 82.59	$ 86.31	$ 90.19
01300	Scheduler, Maintenance	$ 68.92	$ 72.02	$ 75.26	$ 78.65	$ 82.19
01320	Service Order Dispatcher	$ 63.64	$ 66.50	$ 69.50	$ 72.62	$ 75.89
01410	Supply Technician	$ 87.60	$ 91.55	$ 95.68	$ 99.97	$ 104.47
05100	Mobile Equipment Servicer	$ 64.26	$ 67.15	$ 70.18	$ 73.33	$ 76.63
05190	Motor Vehicle Mechanic	$ 79.56	$ 83.14	$ 86.88	$ 90.79	$ 94.88
05220	Motor Vehicle Mechanic Helper	$ 66.40	$ 69.39	$ 72.52	$ 75.78	$ 79.19
11090	Gardener	$ 58.14	$ 60.76	$ 63.49	$ 66.35	$ 69.34
11210	Laborer, Grounds Maintenance	$ 58.50	$ 61.13	$ 63.88	$ 66.76	$ 69.76
11330	Tractor Operator	$ 70.21	$ 73.37	$ 76.67	$ 80.12	$ 83.73
13002	Audiovisual Librarian	$ 78.67	$ 82.21	$ 85.91	$ 89.78	$ 93.82
13041	Illustrator 1	$ 74.99	$ 78.37	$ 81.89	$ 85.58	$ 89.43
[illegible]2	Illustrator 2	$ 91.04	$ 95.13	$ 99.41	$ 103.89	$ 108.56
[illegible]43	Illustrator 3	$ 109.56	$ 114.49	$ 119.64	$ 125.03	$ 130.65
13047	Librarian	$ 94.89	$ 99.16	$ 103.62	$ 108.28	$ 113.15
13050	Library Technician	$ 69.65	$ 72.78	$ 76.06	$ 79.48	$ 83.06
21010	Fuel Distribution System Operator	$ 77.21	$ 80.69	$ 84.32	$ 88.11	$ 92.08
21020	Material Coordinatoor	$ 75.58	$ 78.98	$ 82.54	$ 86.25	$ 90.13
21030	Material Expediter	$ 71.79	$ 75.02	$ 78.40	$ 81.93	$ 85.62
21040	Material Handling Laborer	$ 49.93	$ 52.17	$ 54.52	$ 56.98	$ 59.54
21050	Order Filler	$ 56.09	$ 58.62	$ 61.26	$ 64.01	$ 66.89
21071	Forklift Operator	$ 66.62	$ 69.62	$ 72.75	$ 76.03	$ 79.45
21100	Shipping/Receiving Clerk	$ 53.86	$ 56.28	$ 58.81	$ 61.46	$ 64.23
21130	Shipping Packer	$ 53.86	$ 56.28	$ 58.81	$ 61.46	$ 64.23
21140	Store Worker 1	$ 39.83	$ 41.63	$ 43.50	$ 45.46	$ 47.50
21150	Stock Clerk	$ 53.52	$ 55.92	$ 58.44	$ 61.07	$ 63.82
21210	Tools and Parts Atatendant	$ 67.03	$ 70.04	$ 73.19	$ 76.49	$ 79.93
21400	Warehouse Specialist	$ 70.41	$ 73.58	$ 76.89	$ 80.35	$ 83.97
23160	Electrician, MEG+EHM/Truck	$ 140.00	$ 146.30	$ 152.88	$ 159.76	$ 166.95
23340	Fuel Distribution System Mechanic	$ 82.99	$ 86.73	$ 90.63	$ 94.71	$ 98.97
23369	General Maintenance Worker 1	$ 73.19	$ 75.75	$ 78.40	$ 81.15	$ 83.99
23370	General Maintenance Worker 2	$ 79.79	$ 83.38	$ 87.13	$ 91.06	$ 95.15
23410	HVAC Mechanic DMT/truck	$ 125.00	$ 130.63	$ 136.50	$ 142.65	$ 149.06
[illegible]0	Heavy Equipment Mechanic	$ 93.69	$ 97.91	$ 102.31	$ 106.92	$ 111.73
[illegible]0	Heavy Equipment Operator	$ 81.44	$ 85.10	$ 88.93	$ 92.93	$ 97.12
23470	Laborer	$ 56.37	$ 58.91	$ 61.56	$ 64.33	$ 67.23
23510	Locksmith	$ 73.41	$ 76.71	$ 80.16	$ 83.77	$ 87.54
23630	Machinery Maintenance Mechanic	$ 80.82	$ 84.45	$ 88.25	$ 92.23	$ 96.38

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23580	Maintenance Trades Helper	$ 60.22	$ 62.93	$ 65.77	$ 68.73	$ 71.82
23760	Painter, Maintenance	$ 83.52	$ 87.28	$ 91.20	$ 95.31	$ 99.60
[illegible]90	Pipefitter, Maintenance	$ 99.89	$ 104.38	$ 109.08	$ 113.99	$ 119.12
[illegible]0	Plumber, Maintenance	$ 149.78	$ 156.52	$ 163.57	$ 170.93	$ 178.62
23890	Sheet Metal Worker, Maintenance	$ 100.79	$ 105.32	$ 110.06	$ 115.02	$ 120.19
25070	Stationary Engineer	$ 116.97	$ 122.23	$ 127.73	$ 133.48	$ 139.49
29064	Drafter 5	$ 91.42	$ 95.54	$ 99.84	$ 104.33	$ 109.02
29081	Engineering Technician 1	$ 70.75	$ 73.94	$ 77.26	$ 80.74	$ 84.37
29082	Engineering Technician 2	$ 78.75	$ 82.29	$ 86.00	$ 89.87	$ 93.91
29083	Engineering Technician 3	$ 88.46	$ 92.44	$ 96.60	$ 100.94	$ 105.49
29084	Engineering Technician 4	$ 105.00	$ 109.72	$ 114.66	$ 119.82	$ 125.21
29085	Engineering Technician 5	$ 126.15	$ 131.82	$ 137.76	$ 143.96	$ 150.43
29086	Engineering Technician 6	$ 146.51	$ 153.10	$ 159.99	$ 167.19	$ 174.71
31361	Truckdriver, Light Truck	$ 66.79	$ 69.80	$ 72.94	$ 76.22	$ 79.65
31362	Truckdriver, Medium Truck	$ 63.69	$ 66.55	$ 69.55	$ 72.68	$ 75.95
31363	Truckdriver, Heavy Truck	$ 71.23	$ 74.44	$ 77.79	$ 81.29	$ 84.95
11150	Janitor	$ 52.96	$ 55.34	$ 57.83	$ 60.43	$ 63.15
01191	Order Clerk 1	$ 51.88	$ 54.22	$ 56.66	$ 59.21	$ 61.87
01192	Order Clerk 2	$ 57.43	$ 60.01	$ 62.71	$ 65.54	$ 68.48
01311	Secretary 1	$ 55.39	$ 57.89	$ 60.49	$ 63.21	$ 66.06
01312	Secretary 2	$ 59.39	$ 62.06	$ 64.85	$ 67.77	$ 70.82
01313	Secretary 3	$ 65.07	$ 68.00	$ 71.06	$ 74.26	$ 77.60
01314	Secretary 4	$ 71.78	$ 74.99	$ 78.37	$ 81.89	$ 85.58
[illegible]5	Secretary 5	$ 78.15	$ 81.66	$ 85.34	$ 89.18	$ 93.19
[illegible]1	Accounting Clerk 1	$ 49.38	$ 51.61	$ 53.93	$ 56.36	$ 58.89
01012	Accounting Clerk 2	$ 51.71	$ 54.04	$ 56.47	$ 59.01	$ 61.67
01013	Accounting Clerk 3	$ 67.31	$ 70.33	$ 73.50	$ 76.81	$ 80.26
01014	Accounting Clerk 4	$ 64.17	$ 67.06	$ 70.07	$ 73.23	$ 76.52
01050	Dispatcher, Motor Vehicle	$ 67.12	$ 70.14	$ 73.30	$ 76.59	$ 80.04
14041	Computer Operator 1	$ 60.61	$ 63.34	$ 66.19	$ 69.17	$ 72.28
03042	Computer Operator 2	$ 68.66	$ 71.75	$ 74.97	$ 78.35	$ 81.87
03043	Computer Operator 3	$ 75.47	$ 78.87	$ 82.42	$ 86.13	$ 90.00
03044	Computer Operator 4	$ 83.35	$ 87.10	$ 91.02	$ 95.11	$ 99.39
03045	Computer Operator 5	$ 90.88	$ 94.97	$ 99.24	$ 103.71	$ 108.38
03071	Computer Programmer 1	$ 78.07	$ 81.58	$ 85.25	$ 89.09	$ 93.10
03072	Computer Programmer 2	$ 90.74	$ 94.82	$ 99.09	$ 103.55	$ 108.21
03073	Computer Programmer 3	$ 104.55	$ 109.25	$ 114.17	$ 119.30	$ 124.67
03074	Computer Programmer 4	$ 105.96	$ 110.73	$ 115.71	$ 120.92	$ 126.36
23130	Carpenter, Maintenance	$ 85.94	$ 89.81	$ 93.85	$ 98.07	$ 102.49
23181	Electronics Technician, Maintenance 1	$ 77.09	$ 80.56	$ 84.18	$ 87.97	$ 91.93
23182	Electronics Technician, Maintenance 2	$ 82.63	$ 86.35	$ 90.24	$ 94.30	$ 98.54
23183	Electronics Technician, Maintenance 3	$ 88.46	$ 92.44	$ 96.60	$ 100.94	$ 105.49
23290	Fire Alarm System Mechanic	$ 79.00	$ 82.55	$ 86.27	$ 90.15	$ 94.21
31030	Bus Driver	$ 64.91	$ 67.84	$ 70.89	$ 74.08	$ 77.41

*[illegible]'s standard hourly billing rates are reevaluated annually prior to the beginning of the contract y [illegible]d subject to an increase not to exceed five (5) percent per year.

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Exhibit B

Over and Above Services

OVER & ABOVE		
		08/01/2023-09/30/2024
MAINTENANCE, REPAIR & REPLACEMENT PROJECTS		
	REPAIRS AND MAINTENANCE TO VARIOUS BLDGS/FACILITIES/GRNDS	$ 100,000
TOTAL OVER & ABOVE		$ 100,000

Docusign Envelope ID: 0849F311-FA7A-4620-8152-1DDF70E76649

City of Jacksonville, Florida

Lenny Curry, Mayor

Procurement Division
Ed Ball Building
214 N. Hogan Street, Suite 800
Jacksonville, Florida 32202

ONE CITY. ONE JACKSONVILLE.

June 29, 2023

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

Dear Mayor Curry:

Ref: P-13-23 Contract Management, Maintenance and Caretaker Support for Cecil Commerce Center/Alliance Florida
Office of Economic Development

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

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

That the City of Jacksonville enter into a contract with VT Griffin Services, Inc. to provide Contracts Management, Maintenance, and Caretaker Support for Cecil Commerce Center/Alliance Florida that: (i) incorporates the attached Scope of Service identified as Exhibit A and Contract Fee Schedule identified as Exhibit B; (ii) provides a maximum indebtedness to the City of $2,322,860.00; (iii) provides a three-year and two-month initial period of service from August 1, 2023 through September 30, 2026, with the option to renew for two (2) additional one-year periods at terms mutually agreeable and upon satisfactory performance by the contractor. All other terms and conditions will be per the City's standard contract language and the RFP. Nothing contained herein shall be amended, modified, or otherwise revised, without prior approval from the PSEC and the Mayor.

If the foregoing meets your approval, we respectfully request your signature and return to my office.

Respectfully submitted,

Dustin Freeman, Chief
Procurement Division
Chairman, Professional Services
Evaluation Committee

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

APPROVED:

Lenny Curry, Mayor

This 29th day of June, 2023

DF: ab

CC: Council Auditor
James McCain, Jr., OGC
Subcommittee Members

Docusign Envelope ID: 0849F311-FA7A-4620-8152-1DDF70E76649

Contract Purchase Agreement POA-70551-23

Agreement	POA-70551-23
Agreement Date	23-JUN-2023
Revision	0
Agreement Amount	2,322,860.00 USD
Solicitation Number	P-13-23

Sold To
City of Jacksonville
117 West Duval Street
Suite 375
JACKSONVILLE, FL 32202
US

Supplier
VT Griffin Services Inc.
6134 Authority Avenue
JACKSONVILLE, FL 32221

Notes Pricing in accordance with P-13-23 Contracts Management, Maintenance, and Caretaker Support for Cecil Commerce Center / Alliance Florida.

Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
21319	Net 3	Freight Prepaid	FOB Destination	Best Way
Start Date	**End Date**		**Confirm To**	
31-Jul-2023	29-Sep-2026		David Klages dklages@coj.net	

DRAFT

This Order is subject to the General Conditions attached here to. Manufacturer's Federal excise tax exempt no 59-89-0120K Florida State sales and use tax exemption no. 85-8012621607C-8	Approved by Dustin L. Freeman, Chief of Procurement Division