

**PUBLIC NOTICE**  
**PSEC AGENDA**  
**PROFESSIONAL SERVICES EVALUATION COMMITTEE MEETING**  
**Thursday, May 2, 2024, 10:00 a.m.**  
 Eighth Floor, Conference Room 851  
 Ed Ball Building, 214 N. Hogan Street  
 Jacksonville, FL 32202

**Join Teams Meeting**

For Teams link, please visit [coj.net/department/finance/procurement](http://coj.net/department/finance/procurement)

The Chief of the Procurement Division offers the following items for the PSEC Agenda. The posting of this agenda serves as an official notice of the City's intended decision for all recommended actions above the formal threshold. Please refer to 126.106(e), if you wish to protest any of these items.

Committee Members: Robert Waremburg, Chairman  
 Brennan Merrill, Treasury  
 James McCain, Jr., OGC

Subcommittee Members	ITEM #	BID/REP #	TITLE & ACTION	MOTION	CONTRACT EXP	OUTCOME
Joe Inderhees Brittiany Norris	1	P-18-24	Introduce & Review Scope Grant Writing, Federal Advocacy, Public Policy Office of The Mayor	That the committee approve the Scope of Service/Request for Proposal as presented with such minor changes thereto as may be approved by the Chief of Procurement and the Office of General Counsel appropriate to clarify the intent of the using agency and to ensure compliance with the City's ordinances, Procurement policies and applicable federal and state laws.		
Guy Parola Susan Kelly	2	P-02-24	Subcommittee Report Architectural Services for Various Riverfront Food and Beverage Establishments Downtown Investment Authority (DIA)	It is the consensus of the committee that of the five (5) proposals received in response to the Request for Proposal all were found to be responsive, interested, qualified and available to provide the required services. The ranking of first second and third designates the order of qualification of these firms to perform the required services and alphabetically they are: 3) AET 1) CD+ Urban Studio 2) Design Cooperative, LLC		
Sheliah Brown LaRoy Covington	3	P-39-21	Contract Amendment No. 2 JSEB Training, Estimating and Proposal Writing Consultant Services Equal Business Opportunity Office	We recommend the above list is forwarded to the Mayor for final selection so that fee and contract negotiations may begin with <b>CD + Urban Studio</b> , the number <b>one(1)</b> ranked firm.  That Contract No. 71697-22 between the City Of Jacksonville and ICATT Professional Services, Inc. for JSEB Training, Estimating and Proposal Writing Consultant Services be amended to extend the contract from April 29, 2024, thru July 8, 2024, and to increase the maximum indebtedness by \$39,750.00 to a new not-to-exceed amount of \$357,750.00. All other terms and conditions shall remain the same.		
Claire Stine Daryl Joseph	4	SS-10571-21 P-26-16 SS# 2	Contract Amendment No. 3 Maina and Waterways Professional Management Services Parks, Recreation & Community Services Department	That Contract No. 71096-21 between The City Of Jacksonville and Suber Marine Services, Inc. for Marina and Waterways Professional Management Services be amended to exercise the first renewal option extending the period of service from October 1, 2024, thru September 30, 2025, with one(1) renewal option remaining and increase the maximum indebtedness by \$81,900.00 to a new not-to-exceed maximum of \$315,900.00. All other terms and conditions shall remain the same.		
Barbara Holton Robert Quinn	5	P-11-24	Subcommittee Report Risk Management Outside Adjuster Services Department of Finance & Administration/Risk Management Division	It is the consensus of the committee that the two (2) proposals received in response to the Request for Proposal were found to be responsive, interested, qualified and available to provide the required services. The ranking of first and second designates the order of qualification of these firms to perform the required services and alphabetically they are: 1) Davies 2) Insurance Staffers, Inc. d/b/a Jacobson Solutions		

Steve Long Nikita Reed	6	P-14-20	Contract Amendment No. 2 Welland Identification, Mitigation and Related Permitting Activities – Annual Contract Department of Public Works/Engineering & Construction Management Division	<p>We recommend the above list is forwarded to the Mayor for final selection so that fee and contract negotiations may begin with <u>Davies</u>, the number one(1) ranked firm.</p> <p>That Contract No. 70746-21, originally executed February 3, 2021, between the City of Jacksonville and Alpha Envirotech Consulting, Inc., for Welland Identification, Mitigation and Related Permitting Activities be amended to increase the maximum indebtedness by \$250,000.00 to a new not-to-exceed maximum of \$500,000.00. All other terms and conditions shall remain the same.</p> <p>It is the consensus of the committee that of the five (5) proposals received in response to the Request for Proposal all were found to be responsive, interested, qualified and available to provide the required services. The ranking of first, second and third designates the order of qualification of these firms to perform the required services and alphabetically they are:</p> <ol style="list-style-type: none"> <li>3) Construction &amp; Engineering Services Consultants, Inc.</li> <li>1) CSI Geo, Inc.</li> <li>2) The Gibbs Group, Inc.</li> </ol> <p>We recommend the above list is forwarded to the Mayor for final selection so that fee and contract negotiations may begin with <u>CSI Geo, Inc.</u>, the number one(1) ranked firm.</p> <p>That the committee approve the Scope of Service/Request for Proposal as presented with such minor changes hereto as may be approved by the Chief of Procurement and the Office of General Counsel appropriate to clarify the intent of the using agency and to ensure compliance with the City's ordinances, Procurement policies and applicable federal and state laws.</p>
Michael Derbaum Fred Sumter	7	P-47-23	Subcommittee Report Construction Engineering and Inspection Services for Belfort Road Between AC Skinner and Gate Parkway Department of Public Works/Engineering & Construction Management Division	
Tim Rogers Nikita Reed	8	P-03-24	Introduce & Review Scope Professional Architectural Services for Renovation of the Beaches Branch Library Department of Public Works	

Meeting Adjourned:

*"The next PSEC meeting is scheduled to be held on Thursday, May 16, 2024."*





**OFFICE OF THE MAYOR**

**DONNA DEEGAN**  
MAYOR

CITY HALL SUITE 400  
117 W. DUVAL STREET  
JACKSONVILLE, FL 32202

**MEMORANDUM**

**TO:** Dustin Freeman, Chairman  
Professional Service Evaluation Committee

**FROM:** Brittany Norris, Director  
Intergovernmental Affairs, Office of the Mayor

**DATE:** April 25, 2024

**SUBJECT:** Certification Letter for P-18-24  
Grant Writing, Federal Advocacy, Public Policy

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Please take appropriate action to issue a Request for Proposal (RFP) for the referenced professional services. The following information is furnished in accordance with chapter 126.302 of the City Ordinance Code.

1. The general purpose of the service or study: Please reference the attached RFP
2. The objective of the study or services: Please reference the attached RFP for a list of the professional services to be made available.
3. The estimated period of time needed for the service or study: Three years, plus two, one-year options for extension, for a maximum possible lifespan of five years.
4. The estimated cost of the service or study: \$300,000 per year.
5. Whether the proposed study or service would or would not duplicate a prior or existing study or service: The services requested in the attached RFP are required following expiration of a current contract for similar services.
6. List of current contracts or prior services or studies which are related to the proposed study or service: There is a current one-year contract in place with Langton Consulting. That contract will end October of this year, 2024.
7. A statement as to why the service/study cannot be done by department or agency staff: Currently the Division of Grants and Compliance, the Office of Economic Development,

and the Department of Public Works lack the in-house capabilities to provide the services requested in the attached RFP.

8. The **names** and **telephone numbers** of **two** representatives from the using agency designated to serve on the evaluation committee as subcommittee members:
  - a. Brittany Norris (904) 667-9326
  - b. Joe Inderhees (904) 255-5008
9. A project funding account number: Funding will be identified at the time purchase orders are issued for these services
10. The **names** and **addresses** of **specific consultants** the using agency wishes to be included in the solicitation process: All firms who have expressed an interest in furnishing services as detailed in the attached RFP and should be notified of this RFP along with the firms listed below:
  - a. Langton Consulting, PO Box 37007, Jacksonville, FL 32236
11. A signed statement to the effect the individuals responsible for developing the scope and Certification letter and the two individuals named herein to serve as subcommittee Members, have read and understand the Procurement Manual and Procurement Committee Guidelines dated April 2023



Deputy Chief of Staff

TITLE

Director of Intergovernmental Affairs

TITLE





# Downtown Investment Authority

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## MEMORANDUM

**DATE:** April 24, 2024

**TO:** Dustin Freeman, Chief of Procurement Division

**CC:** Lori Boyer, Chief Executive Officer of the Downtown Investment Authority  
Guy Parola, Director of Operations of the Downtown Investment Authority *GP*

**FROM:** Susan Kelly, Redevelopment Coordinator *S Kelly*

**RE:** P-02-24 Architectural Services for Various Riverfront Food and Beverage Establishments

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The subcommittee received six (6) responses to the Architectural Services for Various Riverfront Food and Beverage Establishments ("RFP"). It is the consensus of the subcommittee that five (5) proposals received in response to the RFP were found to be responsive, interested, qualified and available to provide the required services.

The ranking of first, second, and third designates the order of qualification of these firms to perform the required service, and they are listed alphabetically below.

- 3) AE7
- 1) CD + Urban Studio
- 2) Design Cooperative, LLC

We recommend that the above list be forwarded to the Mayor for final selection so that fee and contract negotiations may begin with CD + Urban Studio, the number one (1) ranked firm.

Through the Professional Services Evaluation Committee, the subcommittee requests to begin negotiations with the number one ranked firm, CD + Urban Studio.

Attachment(s): Scoring Matrix (Average)









A New Day

# City of Jacksonville, Florida

*Donna Deegan, Mayor*

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

**To:** Dustin Freeman, Chief Procurement Division  
**From:** Gregory Grant, EBO/JSEB Administrator (GG)  
**Date:** April 24, 2024  
**Subject:** Bid# P-39-21 ICATT Professional Services, Inc

The Equal Business Opportunity Office is requesting you to extend the contract with ICATT Professional Services, Inc. for three (3) months to continue our Estimating and Proposal Writing services for the City of Jacksonville JSEB participants. The period of service will be from April 29, 2024, through July 8, 2024. To increase the maximum indebtedness by \$39,750.00 not to exceed amount of \$357,750.00.

Thank you for your assistance in this matter.

ICATT Professional Services, Inc,  
2816 Sans Pareil Street  
Jacksonville, Florida 32246



Web: [www.icatt.net](http://www.icatt.net)  
Email: [info@icatt.net](mailto:info@icatt.net)

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**April 25, 2024**

**EBO/JSEB Office**

Procurement Division / City of Jacksonville  
214 N. Hogan Street Suite 800  
Jacksonville, Florida 32202

**Subject: ICATT Agrees to 3 Months Contract Extension to Provide Estimating and Proposal Writing Training and Coaching Services to JSEBs.**

This letter is to confirm our agreement of 3 Months contract extension to provide estimating and proposal writing training and coaching services for JSEBs.

Sincerely

A handwritten signature in blue ink that reads "Gabe Hamda".

Gebreyesus Hamda, Ph.D., SPHR, President  
ICATT Professional Services  
2816 Sans Pareil Street  
Phone: 904-382-5471  
Email: [gabe.hamda@icatt.net](mailto:gabe.hamda@icatt.net)

**Fee Schedule - Estimating & Proposal Writing Training & Coaching Services.**

Month/Year	Activities	% of Total Budget	Dollar Amount	Remarks
May 2024	(1) Weekly Training on Estimating & Proposal Writing during Open Coaching Session; (2) One on One coaching on estimating and proposal writing (3) Weekly Virtual Unsolicited Proposal Clinic (4) Weekly In-Person Proposal Clinic (5) Weekly Virtual Solicited Proposal Clinic (6) On-Demand Online Resources (WebApp, E-Learning, Youtube, Proposal Templates, Sample Proposals, Digital Newsletter)	8.33%	\$13,250	
June 2024	(1) Weekly Training on Estimating & Proposal Writing during Open Coaching Session; (2) One on One coaching on estimating and proposal writing (3) Weekly Virtual Unsolicited Proposal Clinic (4) Weekly In-Person Proposal Clinic (5) Weekly Virtual Solicited Proposal Clinic (6) On-Demand Online Resources (WebApp, E-Learning, Youtube, Proposal Templates, Sample Proposals, Digital Newsletter)	8.33%	\$13,250	
July 2024	(1) Weekly Training on Estimating & Proposal Writing during Open Coaching Session; (2) One on One coaching on estimating and proposal writing (3) Weekly Virtual Unsolicited Proposal Clinic (4) Weekly In-Person Proposal Clinic (5) Weekly Virtual Solicited Proposal Clinic (6) On-Demand Online Resources (WebApp, E-Learning, Youtube, Proposal Templates, Sample Proposals, Digital Newsletter)	8.33%	\$13,250	

## **Exhibit A**

### **Scope of Work**

Contractor shall provide technical, supervisory, and administrative personnel to ensure the expeditious accomplishment of the work specified in this Statement of Work (SOW). The contractor shall provide Jacksonville Small & Emerging Business (JSEB) training & technical assistance by conducting estimating and proposal writing training and technical assistance for City of Jacksonville JSEB members and their respective teams. At the conclusion of the training program, JSEB members will be able to submit compliant and winning estimates and proposals.

#### **Non-Personal Services**

The City of Jacksonville shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the City. All deliverables/performances shall meet professional standards and requirements as described in this document.

#### **Objectives**

Provide training, and technical assistance to guide JSEB members through hands-on training, on demand coaching and online resources to develop proficiency in estimating and proposal writing.

1. Develop customized training and relevant online resources.
2. Conduct a combination of in-person, live virtual and self-pace training. Status of in-person training is to be determined contingent on health and safety protocol.
3. Provide on-demand coaching and support for program participants.

#### **Specific Tasks.**

Contractor will:

1. Provide upfront training of TBD hours/days covering both estimating and proposal writing topics.
2. Provide online resources and job aids for continuous learning and for applying best practices.
3. Facilitate a monthly hands-on training and coaching to apply knowledge to practice.
4. On demand coaching support including email, live chat, phone, FAQ, blogs, assigned peer buddy peer groups.

#### **Travel**

Arrangements for and costs of all travel, transportation, meals, lodging, and incidentals are the responsibility of the Contractor. (Please verify

#### **Facility & Equipment**

1. The City will provide the appropriate facility for the Contractor staff to provide onsite and in-person training.
2. The City will provide the appropriate audio/visual support and equipment.

## **Term of Agreement**

The initial term of Agreement will commence upon execution of the Contract for one base year period and four (4) one-year renewal options. Buyer will have the option to renew such agreement for additional optional year periods upon satisfactory performance by Consultant/Firm. The Contract is subject to early termination as set forth elsewhere in the RFP.

## **Minimum Requirements for Contractors**

1. Consultant/Firm must satisfy the following mandatory minimum requirements to have their Responses evaluated. By submitting a consultant warrant and representing that it satisfies these requirements. Failure to meet these requirements will result in the Response not being evaluated and being rejected as non-responsive.
2. The Contractor shall provide current proof of all business licenses required by local, state, and federal law as applicable.
3. Must have at least three years' experience in performing training and related consulting services.
4. Resumes of key personnel being proposed that includes lead cost estimator and lead proposer writer minimum experience. As well as Certified Professional Estimator and Project Management Professional certifications at the State and Federal level.
5. Provide a sample list of at least 5 projects representing the firm's experience, that demonstrate a wide range of municipal, critical facility, utilities projects, land development, etc., including new construction, and renovation work. Details shall include the following:
  - o Project name
  - o Client
  - o Location
  - o Project category (new and/or renovation)
  - o Project type
  - o Size of facility
  - o Construction value
  - o Cost estimating and proposal writing services provided (program estimates, design estimated, detailed itemized estimates, estimate reviews, scope/budget reviews, value engineering studies, construction manager/contractor cost reconciliation, and change order cost evaluations)
6. Describe the firm's approach and process for teaching and training services.
7. Provide a statement of what differentiates your firm from others for performing under this RFP and why your firm should be selected. Statements should include your firm's approach to cost estimating and special training and expertise that make your lead cost estimator uniquely qualified. Additional information such as agency brochures, resumes, etc. may be submitted as appropriate.

Exhibit B

Contract Fee Summary

**12 Months Regular Implementation Schedule Part 1 of 3**

Month/Year	Activities	Billing Amount in Percent of Total Budget
Apr-22	Alignment, Project Plan,	8.33%
May-22	Discovery, Pre-Assessment	8.33%
Jun-22	Initial Training	8.33%

**12 Months Regular Implementation Schedule Part 2 of 3**

Month/Year	Activities	Billing Amount in Percent of Total Budget
Jul-22	Coaching, E-Hub Roll-Out	8.33%
Aug-22	Form Cohorts, One on One Coaching	8.33%
Sep-22	One on One Coaching, Best Practices/Tips	8.33%
Oct-22	Standardization, Auditing	8.33%

Continued

**12 Months Regular Implementation Schedule Part 3 of 3**

Month/Year	Activities	Billing Amount in Percent of Total Budget
Nov-22	Auditing	8.33%
Dec-22	E-Hub Based	8.33%

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	Engagement, Acceleration,	
Jan-23	Acceleration, Peer Reviews	8.33%
Feb-23	Campaigning	8.33%

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A NEW DAY.

# City of Jacksonville, Florida

Donna Deegan, Mayor

Parks, Recreation & Community Services Department  
214 N. Hogan Street, 4th Floor  
Jacksonville, FL 32202  
(904) 630-CITY  
[www.coj.net](http://www.coj.net)

March 25, 2024

## MEMORANDUM

**TO:** Dustin Freeman, Chief  
Procurement Division

**FROM:** Jill Enz, Chief *Jill Enz*  
Natural and Marine Resources Division

**RE:** 1<sup>st</sup> Renewal SS-10571-21 Marina and Waterways Professional Management Services --  
Suber Marine Services, Inc

*SS-10571-21 (P2616542)*  
*ANIS#3*

The Parks, Recreation and Community Services Department respectfully request approval to utilize the first (1) of two (2), one year renewal options with Suber Marine Services, Inc, for the period of October 1, 2024, to September 30, 2025, to continue providing Marina and Waterways Professional Management Services of the Parks, Recreation and Community Services waterways, and City sponsored activities.

The total award expenditure will increase to \$315,900.00, reflecting a 5% increase.

The funding source will be as follows:

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The funds will be encumbered by an individual purchase order under POA-71096-21.

Your assistance in concurring with this recommendation for the respective award would be appreciated. If you have any questions or if further information is required, please contact Sharon Covart at 255-8765.

JE/sc

Attachments: Suppliers Renewal Request  
Contract# 628988-21



***Suber Marine Services Inc.***

11250 Old St. Augustine Rd. Suite 15271 JACKSONVILLE FL. 32257  
(904)509-0588 subermarine@comcast.net

March 12, 2024

The Honorable Donna Deegan, Mayor  
Office of the Mayor  
117 West Duval Street, Suite 400  
Jacksonville, Florida 32202

With copy to:

Mr. Daryl T. Joseph, Director  
Office of the Director  
Department of Parks and Recreation  
214 North Hogan Street, Suite 400  
Jacksonville, Florida 32202

RE: COJ Contract # 9073-02 – Marina and Waterways Management Services

Dear Mayor Deegan and Mr. Joseph:

Please consider this my request and agreement to renew contract # Contract # 666492-24 for a period of one year (10/1/24 – 9/30/25). The initial three year term were approved at \$78,000.00 per year with two additional one year renewals. I am requesting a one year renewal with the same terms and conditions and requesting a 5% increase for this renewal if all contract requirements stay the same, making this agreement a total of \$81,900.00.

I am requesting this increase to offset the increased cost of operational cost such as fuel and vehicle costs, insurance, communication resources etc.

If additional information is required please contact me at (904)509-0588.

Respectfully,

Captain Jim Suber  
President  
Suber Marine Services Inc.



# Requisition PROD-500681-24

**Requisitioning BU** PROD: Office of the Director  
**Entered By** Sharon Covart  
**Status** Approved  
**Description** James Suber dba Suber Marine Service, Inc - 1st Renewal SS-10571-21 for Marian and Waterways Professional Management Services (POA-71096-21)

**Requisition Amount** 0.01 USD  
**Justification**  
**Funds Status** Reserved

**Emergency Requisition** No

**Attachments**

Title	File Name or URL	Description
Jim Suber - Renwal Request Mem	Jim Suber - Renwal Request Memo.pdf	Supplier Renewal Request Memo
Justification for Single Sourc	Justification for Single Source_FINAL_09.18.2023.docx	Initial SS Form
Jlm Suber - Initial Single Sou	Jlm Suber - Initial Single Soure documentation.pdf	Initial SS Justification Document
JIMSUB~2.PDF	JIMSUB~2.PDF	Contract
James Suber dba Suber Marine S	James Suber dba Suber Marine Services - 1st Renewal SS-10571-21.pdf	Memo from Chief

**Lines**

Line	Item	Description	Category Name	Quantity	UOM	Price	Amount (USD)	Status	Funds Status
1		James Suber dba Suber Marine Service, Inc - 1st Renewal SS-10571-21 for Marian and Waterways Professional Management Services (POA-71096-21)	918.75 Management Consulting			USD	0.01	Approved	Reserved

<b>Requester</b>	Jill Enz	<b>Supplier</b>	James Suber
<b>Urgent</b>	No	<b>Supplier Site</b>	Order/Remit
<b>Requested Delivery Date</b>	4/12/24	<b>Supplier Contact</b>	James Suber
<b>Deliver-to Location</b>	Ed Ball 4th Floor Charge	<b>Contact Phone</b>	(904)5090588
<b>Deliver-to Address</b>	214 North Hogan Street, 4th Floor, Jacksonville, FL 32202, Duval, United States	<b>Charge Account</b>	00111.161111.531090.000000.000000 00.000000.00000000
<b>Note to Buyer</b>	Requesting 1st Renewal and increase of \$81,900.00 for FY25. This will increase total award to \$315,900.00 - POA-71096-21		

**SERVICES AGREEMENT  
BETWEEN  
THE CITY OF JACKSONVILLE  
AND  
SUBER MARINE SERVICES, INC.  
(Marina and Waterways Professional Management Services)**

# 628988-21

THIS SERVICES AGREEMENT (this "Agreement") is made and entered into on this 20 day of September, 2021, but shall be effective as of October 1, 2021 (the "Effective Date"), by and between the **CITY OF JACKSONVILLE**, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida (the "City"), and **SUBER MARINE SERVICES, INC.**, a Florida profit corporation, with its principal offices at 11259 Old St. Augustine Road, 15271, Jacksonville, Florida 32257 ("Consultant" or "Contractor").

**RECITALS:**

WHEREAS, Consultant possesses extensive knowledge and experience coordinating and managing water access sites, water access facility construction and repair, as well as maintenance and permitting of various water access facilities, including marinas, docks, bulkheads and boat ramps; and

WHEREAS, the City and Consultant are parties to a contract that expires on September 30, 2021 (City Contract #9073-02), pursuant to which the City has retained Consultant to provide marina and waterways professional management services for the City's various water access facilities; and

WHEREAS, Consultant has demonstrated it has a specialized knowledge of City procedures and practices relative to management and oversight of water access facilities, including knowledge of security procedures, vessel piloting skills, knowledge of waterways navigational laws, waterways facilities operations, and a thorough knowledge of City of Jacksonville waterways; and

WHEREAS, based on Consultant's expertise and experience, Consultant is the only one justifiable source available to provide marina and waterways professional management services to the City and the parties desire to enter into this Agreement for Consultant's continued provision of marina and waterways professional management services to the City as more particularly described in **Exhibit A**, attached hereto (the "Services"); and

WHEREAS, on June 18, 2021, the City's Professional Services Evaluation Committee and Mayor authorized a direct contract with Consultant for the Services and Consultant has agreed to provide the Services on the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter contained and for other good and valuable consideration, the parties agree as follows:

**ARTICLE I  
(Incorporation by Reference)**

1.1 Recitals. The above-stated recitals are accurate, true, and correct and are made a part hereof and are incorporated herein by this reference.

1.2 Incorporation of Exhibits. Any exhibits or attachments referred to in this Agreement are, by this reference, made a part of and incorporated into this Agreement.

**ARTICLE II**  
(Engagement of Consultant)

The City hereby engages Consultant, and Consultant hereby accepts said engagement, for the purpose of providing marina and waterways professional management services to the City, as more particularly described in **Exhibit A**, attached hereto, in accordance with the terms of this Agreement, including but not limited to the General Terms and Conditions attached hereto as **Exhibit B**. For the purposes of this Agreement, the term “Consultant” or “Contractor” shall include but not be limited to Suber Marine Services, Inc., its officers, employees, agents, subconsultants, subcontractors, and other persons, firms, partnerships, corporations, or entities working for Consultant or on its behalf.

**ARTICLE III**  
(Project Coordinator)

The City shall designate for the Project, a Project Coordinator who will, on behalf of City, coordinate with Consultant and administer this Agreement according to the terms and conditions contained herein and in the exhibits attached hereto. It shall be the responsibility of Consultant to coordinate with the designated Project Coordinator on all matters related to the Project. For the purposes of this Agreement, the City’s designated Project Coordinator shall be Jill Enz, Chief of Natural and Marine Resources (Telephone: 904-255-7941; Email: [JEnz@coj.net](mailto:JEnz@coj.net)).

**ARTICLE IV**  
(Agreement Term)

4.1 The term of this Agreement shall commence on October 1, 2021 and shall continue and remain in full force and effect as to all its terms, conditions, and provisions as set forth herein until September 30, 2024 (the “Term”), unless sooner terminated by either party, with or without cause, by giving of not less than thirty (30) days’ prior written notice to the other party. This Agreement may be renewed in the sole discretion of the City for up to two (2) additional one (1) year periods upon terms and conditions mutually agreeable to the parties.

4.2 Notwithstanding the foregoing or any other provision of this Agreement to the contrary, the City may terminate this Agreement at any time in the event of loss of funding or for any reason by giving Consultant twenty-four (24) hours’ oral notice with written confirmation following. In the event this Agreement is terminated, Consultant shall be paid for Services performed in accordance with this Agreement up to the date of receiving notice of termination, including reasonable costs and fees associated with an orderly close-out of the work to the extent authorized in writing by the City.

**ARTICLE V**  
(Payments for Services of Consultant)

5.1 The City will compensate Consultant for Services rendered in accordance with the terms of this Agreement as follows:

(a) Consultant's professional fees under the terms of this Agreement shall be **Seventy-Eight Thousand and 00/100 U.S. Dollars (\$78,000.00)** annually. Consultant's professional fees shall be billed twice monthly for Services provided by Consultant in accordance with this Agreement during the two weeks immediately preceding a payment request. Each payment request shall be accompanied by invoices and such other information and documentation as required by the City to allow and authorize payment, including but not limited to, 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 Coordinator. Each invoice shall include a statement that "the information provided to the City of Jacksonville in this submittal is submitted under penalties of perjury under Section 837.06, Florida Statutes." Payments shall be made within forty-five (45) days after receipt of said invoices or other documentation by the City. To the extent that professional fees include reimbursement for travel or travel-related expenses, such travel and travel-related expenses shall be subject to and governed by the provisions and limitations of Chapter 106, Part 7, *Ordinance Code*.

5.2 As required by Section 106.431, *Ordinance Code*, the City's maximum indebtedness for all products and services under this Agreement for the duration of the Term shall be a fixed monetary amount not exceed **TWO HUNDRED THIRTY-FOUR THOUSAND AND 00/100 U.S. DOLLARS (\$234,000.00)**. All payments to Consultant under this Agreement are contingent upon the existence of lawfully appropriated funds therefor.

5.3 Contractor may not unilaterally modify the terms of this Agreement by affixing additional terms to materials delivered to the City (e.g., "shrink wrap" terms accompanying or affixed to a deliverable) or by including such terms on a purchase order, project proposal/estimate, or payment document. Contractor acknowledges that it is entering into this Agreement for its own purposes and not for the benefit of any third party.

#### **ARTICLE VI** (Indemnity and Insurance)

6.1 Contractor shall hold harmless, defend and indemnify the City in accordance with the terms and conditions set forth in **Exhibit C**, attached hereto. In addition to the provisions outlined in **Exhibit C**, Consultant shall be and remain liable in accordance with applicable law, and shall indemnify, hold harmless and defend the City for all damages to the City caused by Consultant's breach of contract or its negligent performance of the Services under this Agreement.

6.2 Without limiting its liability under this Agreement, Contractor shall, and shall require its contractors and subcontractors, as applicable, procure and maintain for the life of this Agreement, at its sole expense, insurance including all terms, conditions, types and limits in the amounts not less than stated in **Exhibit D**, attached hereto.

#### **ARTICLE VII** (Accuracy of Work)

**7.1** In providing the Services under this Agreement, Consultant, including its officers, employees, agents, and subconsultants, 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. Consultant shall be responsible for the accuracy of its work, including work by any subconsultants or subcontractors, and shall promptly make necessary revisions or corrections resulting from errors or omissions on the part of the Consultant or its subcontractors or subconsultants at no additional compensation. Acceptance of the work by the City shall not relieve Consultant of the responsibility for subsequent corrections of any such errors and the clarification of any ambiguities.

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

**ARTICLE VIII**  
(Notice)

Any notices permitted or required in this Agreement shall be in writing and shall be duly delivered and given when personally served, or the next business day after such notice is sent by overnight delivery service by a nationally recognized courier such as Federal Express or UPS, with delivery charges paid by the sender, or three (3) business days after such notice is mailed to the person at the address designated in this Agreement. If notice is mailed, it shall be mailed, postage prepaid, in the United States mail by certified or registered mail – return receipt requested. Failure to accept certified or registered mail shall be deemed a receipt thereof within ten (10) days after the first notice of delivery of the certified or registered mail. Any party may change its address as designated in this Agreement by giving such notice of the change to the other party. The addresses for notices to the parties are as follows:

For the City:

City of Jacksonville  
Parks, Recreation and Community Services Department  
214 North Hogan Street, 4<sup>th</sup> Floor  
Jacksonville, Florida 32202  
Attn: Jill Enz, Chief of Natural and Marine Resources

*With a copy to:*

City of Jacksonville  
Office of General Counsel  
117 W. Duval Street, Suite 480  
Jacksonville, Florida 32202  
Attn: Government Operations

For Consultant:



Suber Marine Services, Inc.  
12846 Wanda Lane  
Jacksonville, Florida 32258  
Attn: Captain James L. Suber, Jr.

**ARTICLE VIII**  
(Miscellaneous)

- 8.1** This Agreement shall not be amended or modified in any way except by an instrument in writing executed by both parties.
- 8.2** TIME IS OF THE ESSENCE in the performance by any party of its obligations under the provisions of this Agreement. If the time for performance falls upon a Saturday, Sunday, or legal holiday, as defined by Florida law, the time for performance shall be the next day that is not a Saturday, Sunday, or legal holiday. Saturdays, Sundays, and legal holidays shall not be considered business days.
- 8.3** Except as expressly provided to the contrary, each section, part, term or provision of this Agreement is severable; and, if for any reason, any section, part, term or provision is determined to be invalid, contrary to, or in conflict with, any law, rule or regulation by a court or governmental agency having competent jurisdiction, and the unenforceability of the invalid provision does not adversely affect the purpose and intent of this Agreement, in the City's sole discretion, the remaining sections, parts, terms or provisions of this Agreement shall continue to be given full force and effect.
- 8.4** Contractor shall, upon the City's request: (a) promptly correct any defect, error or omission in this Agreement and any related documents; (b) execute, acknowledge, deliver, procure, record or file such further instruments and do such further acts deemed necessary, desirable or proper by the City to carry out the purposes of this Agreement; (c) execute, acknowledge, deliver, procure, file or record any documents or instruments deemed necessary, desirable or proper by the City to protect its rights against the rights or interests of third persons; and (d) provide such certificates, documents, reports, information, affidavits and other instruments and do such further acts deemed necessary, desirable or proper by the City to carry out the purposes of this Agreement.
- 8.5** The parties have had meaningful input into the terms and conditions contained in this Agreement. Contractor acknowledges that it has had ample time to review this Agreement and related documents with counsel of its choice. Should any provision of this Agreement require judicial interpretation, there shall be no presumption that the terms of this Agreement shall be more strictly construed against either party.
- 8.6** Captions and headings in this Agreement are for convenience of reference only and shall not affect the construction of this Agreement.
- 8.7** Except for contracts awarded pursuant to 40 USC Section 3141, *et seq.*, 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: (a) submit a bid on a contract to provide any goods or services to a public entity; (b) submit a bid on a contract with a public entity for the construction or repair of a public building or public work; (c) submit bids on leases of real property to a public entity; (d) be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract

with any public entity; or, (e) 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.

**8.8** This Agreement constitutes the entire agreement between the parties hereto for the Services to be performed by Consultant 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, additions, modifications, or amendments to this Agreement or any of its terms, provisions and conditions shall be binding only when in writing signed by the authorized officer, agent, or representatives of the parties hereto.

**8.9** This Agreement may be executed in any number of counterparts, all of which taken together constitute but one instrument.

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

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

WITNESS:

By: Kathleen M. Suber  
Print Name: Kathleen M. Suber

CONTRACTOR:

SUBER MARINE SERVICES, INC.

By: James L. Suber, Jr.  
James L. Suber, Jr., President

ATTEST:

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



CITY OF JACKSONVILLE

By: Lenny Curry  
Lenny Curry, Mayor

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

Encumbrance and funding information for internal City use:

Amount: \$234,000.00

In accordance with Section 24.103(e) of the Ordinance Code of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing Agreement; provided, however, that this certification is not nor shall it be interpreted as an encumbrance of funding under this Agreement. Actual encumbrance(s) shall be made by subsequent purchase order(s) as specified in said Agreement

[Signature]  
Director of Finance  
City Contract # 628988-21  
Purchase Order # 628988-21

FORM APPROVED:

By: [Signature]  
Office of General Counsel

**EXHIBIT A**  
**Scope of Services**  
[See attached]

**MARINA AND WATERWAYS PROFESSIONAL MANAGEMENT SERVICES  
EXHIBIT A  
SCOPE OF SERVICES**

The Management Consultant agrees to provide professional services to coordinate and manage the operation of the Waterways for the City of Jacksonville to include coordination of the security, public safety, funding, construction, maintenance, and permitting of the City of Jacksonville marinas, docks, bulkheads and boat ramps on an on-going basis.

Specific services include, but are not limited to, the following:

1. Plan, oversee, and inspect dock and boat ramp maintenance on boat ramp sites, docks and marinas.
2. Schedule and direct city marina activities for special events to include making reservations, overseeing movement and mooring of vessels (power, sail, and ocean-going), and ensuring that public safety rules are followed.
3. Participate in drafting legislation relating to waterway issues.
4. Hold a minimum of a United States Coast Guard 100 ton Master Captain license.
5. Direct and coordinate activities of Jacksonville Sheriff's Officers and support staff during games or events.
6. Review construction documents and plans for boat ramp and dock projects to provide recommendations.
7. Administer maintenance, service, and special study contracts.
8. Oversee and coordinate with COJ staff on state submerged land leases for city docks and boat ramps.
9. Provide customer service support on boating issues to all city agencies and others, as needed.
10. Provide input and support to Waterways Commission.
11. Coordinate and oversee programs such as city's Artificial Reef Program, including the permitting functions.
12. Maintain a valid Florida Driver's License.
13. Consultant may be requested to perform services not specifically enumerated in the above services related to city waterways.
14. Contract period: Three (3) year, from October 1, 2021 through September 30, 2024.  
Contract includes two (2) additional option years after termination of initial one-year period.
15. Payment for services will be \$78,000.00 for first contract period, to be paid semi-monthly.  
Contract price to be re-negotiated annually for each additional option year.
16. City to provide Management Consultant with office space, operating equipment and supplies to accomplish all aspects of required services.

**Consultant must meet the following minimum qualifications:**

- 1. Must have knowledge of submerged land leases, waterway security procedures and operation of waterway facilities.**
- 2. Must demonstrate the ability to plan and direct water-based events.**
- 3. Must have experience managing and coordinating special events.**
- 4. Must have experience overseeing the operation of a marina.**
- 5. Must have a relationship with the local boating community and must be an active member of Jacksonville Marine Association.**
- 6. Must have established relationships with appropriate federal, state, and local contacts for monitoring and coordination of waterway activities with regard to the Manatee Protection Plan.**
- 7. Must have working knowledge of Artificial Reefs and practical experience coordinating the deployment of the structures.**
- 8. Must have experience working, either directly or indirectly, with a county or municipal police marine unit.**
- 9. Must have experience with derelict vessel removal.**
- 10. Must be able to provide proof of Homeland Security experience. Minimum requirements ICA-300 Incident Command System.**
- 11. Consultant must have had a U.S. Coast Guard Master Captain's license to operate vessels.**
- 12. Must have experience developing and managing US Coast Guard approved Marine Facility Security Plans.**
- 13. Must maintain a valid Florida Driver's License.**
- 14. Must be willing and able to be available 24 hours a day, 7 days a week and must provide a minimum of 40 hours of service per week.**

## **EXHIBIT B**

### **General Terms and Conditions**

**B.1 Provision of Services.** Contractor shall provide City with all of the services and deliverables described in Exhibit A and the Contract. If any services, functions, or responsibilities are not specifically described in Exhibit A or this Contract but are necessary for the proper performance and provision of the Services, they shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described herein.

**B.2 Relationship of the Parties.** In the performance of the Services, Contractor shall be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture, or associate of City. Contractor shall be solely responsible for the labor, supplies, materials, means, methods, techniques, sequences, and procedures utilized to perform the Services in accordance with the Contract.

**B.3 City's Right to Make Changes.** City may unilaterally require, by written order, changes altering, adding to, or deducting from the Services ("Changes"), provided that such Changes are within the general scope of the Contract. City will make an equitable adjustment in the contract price or delivery date if the Change materially affects the cost or time of performance. Such equitable adjustments require the written consent of Contractor, which shall not be unreasonably withheld. City and Contractor will cooperate with each other in good faith in discussing the scope and nature of the Change, the availability of Contractor personnel, the expertise and resources to provide such Change, and the time period in which such Change will be implemented.

**B.4 Service Warranties.** Contractor warrants that the Services shall be performed and delivered in a professional, first-class manner in accordance with this Contract and the standards prevailing in the industry. Contractor shall also undertake the following actions without additional consideration during the term of this Contract and for one year thereafter: (i) promptly making necessary revisions or corrections to resolve any errors and omissions on the part of Contractor; and (ii) conferring with City for the purpose of interpreting any of the Services or information furnished. Acceptance of the Services by City shall not relieve Contractor of these responsibilities. The warranties and covenants in this paragraph will extend to all subcontractors as well.

**B.5 City Will Assist Contractor.** At Contractor's request, City will provide reasonable assistance and cooperation to Contractor, including the supply of any data and information necessary for Contractor to provide the Services. City will also designate a Project Manager who will, on behalf of City, work with Contractor and administer this Contract in accordance with its terms.

**B.6 Location Requirements for Services.** The majority of the Services shall be performed within Duval County, Florida and no Services will be performed outside of the United States. These restrictions may be modified in writing if City determines, in its sole discretion, that the restrictions impose an undue burden on Contractor's ability to perform the Services as contemplated in the

Contract.

**B.7 Use of Subcontractors; Flow-Down Provisions.** Except to the extent the use of subcontractors is consented to in writing by City, Contractor shall not be allowed to subcontract or assign any of its duties and obligations hereunder. In all cases, Contractor will be responsible for the acts or omissions of its subcontractors. Contractor will ensure that all relevant contractual obligations will flow down to the subcontractors and will be incorporated into the subcontracts (including the obligations relating to insurance, indemnification, delays, intellectual property rights, public records, non-discrimination, audits, security, location of services, termination, transition assistance, warranties, and the manner in which the Services are to be performed).

**B.8 Meetings and Reports.** Contractor must attend all meetings and public hearings relative to the Services where its presence is determined to be necessary and requested by City and Contractor can reasonably schedule its appearance. Unless otherwise agreed, Contractor shall provide a monthly report summarizing Contractor's performance. Contractor shall provide other periodic reports respecting the Services as City reasonably requests.

**B.9 Ownership of Works.**

(a) As used in Sections B.9 and B.10, the term "Work" shall mean each deliverable, drawing, design, specification, rendering, notebook, tracing, photograph, reference book, equipment, expendable equipment and material, negative, report, finding, recommendation, data and memorandum of every description, shared with or delivered to City pursuant to the Contract.

(b) With the exception of Contractor's pre-existing intellectual capital and third-party intellectual capital as described in Section B.10 below, City shall own all right, title, and interest, including ownership of copyright (limited to the extent permitted by the terms of any governing licenses), in and to each Work, including but not limited to software, source code, reports, deliverables, or work product developed by Contractor specifically for City in connection with the Contract, and derivative works relating to the foregoing. The use of these Works in any manner by City shall not support any claim by Contractor for additional compensation.

(c) Each Work and any portion thereof shall be a "work made for hire" for City pursuant to federal copyright laws. Any software, report, deliverable, or work product as used in connection with the Work but previously developed by Contractor specifically for other customers of Contractor or for the purpose of providing substantially similar services to other Contractor customers generally shall not be considered "work made for hire" so long as the foregoing are not first conceived or reduced to practice as part of the Work. To the extent any of the Works are not deemed works made for hire by operation of law, Contractor hereby irrevocably assigns, transfers, and conveys to City or its designee without further consideration all of its right, title, and interest in such Work, including all rights of patent, copyright, trade secret, trademark, or other proprietary rights in such materials. Except as provided in the foregoing sentences, Contractor acknowledges that City shall have the right to obtain and hold in its own name any intellectual property right in and to the Work. Contractor agrees to execute any documents or take any other actions as may reasonably be



necessary, or as City may reasonably request, to perfect or evidence City's ownership of the Work.

**B.10 Intellectual Property.**

(a) Contractor grants to City an irrevocable, perpetual, royalty free, and fully paid-up right to use (and such right includes, without limitation, a right to copy, modify, and create derivative works from the subject matter of the grant and the right to sublicense all or any portion of the foregoing rights to an affiliate or a third party who provides service to City) Contractor's intellectual property (including, without limitation, all trade secrets, patents, copyright, and know-how) that is contained or embedded in, required for the use of, that was used in the production of, or is required for the reproduction, modification, maintenance, servicing, improvement, or continued operation of any applicable unit of Work.

(b) If the Work contains, has embedded in, or requires for the use of, any third party intellectual property, or if the third party intellectual property is required for the reproduction, modification, maintenance, servicing, improvement, or continued operation of the Work, Contractor shall secure for City an irrevocable, perpetual, royalty free, and fully paid-up right to use all third party intellectual property. Contractor shall secure such right at its expense and prior to incorporating any third party intellectual property (including, without limitation, all trade secrets, patents, copyright, and know-how) into any Work, including, without limitation, all drawings or data provided under the Contract, and such right must include, without limitation, a right to copy, modify, and create derivative works from the subject matter of the grant of the right and a right to sublicense all or any portion of the foregoing rights to an affiliate or a third party service provider. This subparagraph does not apply to standard office software (e.g., Microsoft Office).

(c) Should City, or any third party obtaining such Work through City, use the Work or any part thereof for any purpose other than that which is specified in the Contract, it shall be at City's and such third party's sole risk.

**B.11 Software Development Processes and Standards.** To the extent any software is developed, modified, or otherwise procured under the Contract, Contractor will use commercially-accepted software development and documentation processes and standards.

**B.12 Limitation of Warranty for City-Furnished Software.** In lieu of any other warranty expressed or implied herein, City warrants that any programming aids and software packages supplied for Contractor use as City-furnished property shall be suitable for their intended use on the system(s) for which designed. In the case of programming aids and software packages acquired by City from a commercial source, such warranty is limited to that set forth in the contractual document covering the product(s). Should City furnish Contractor with any programming aids or software packages that are found not to be suitable for their intended use on the system(s) for which designed, Contractor shall notify City and supply documentation regarding any defects and their effect on progress on the Contract. City will consider equitably adjusting the delivery performance dates or compensation, or both, and any other contractual provision affected by the City-furnished property in accordance with the procedures provided for in Section B.3 above ("City's Right to Make

Changes").

**B.13 Loss of Data.** If any City data or record is lost or corrupted due to the negligence of Contractor or any of its subcontractors or agents, Contractor shall be responsible for correcting and recreating all production, test, acceptance, and training files or databases affected which are used in the provision of Services, at no additional cost to the City, in the manner and on the schedule set by City. This remedy shall be in addition to any other remedy City may be entitled to by law or the Contract.

**B.14 Purchase Orders.** If this Contract requires a Service to be ordered by City via purchase order, Contractor shall not deliver or furnish the Service until City transmits a purchase order. All purchase orders shall bear this Contract or solicitation number, shall be placed by City directly with Contractor, and shall be deemed to incorporate by reference the Contract. Any discrepancy between this Contract and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to City.

**B.15 Best Pricing for Comparable Services to Other Government Entities.** Compensation for the Services shall be as set forth in the Contract. During the Term, if Contractor offers better pricing to other government entities for substantially the same or a smaller quantity of Services upon the same or similar terms of this Contract ("Better Pricing"), then the price under this Contract shall be immediately reduced to the better price. City may require Contractor to certify on an annual basis that Better Pricing (as defined above) does not exist.

**B.16 Invoicing and Payment.**

(a) Unless otherwise specified in this Contract, payment to Contractor for Services shall be made on a monthly basis for the Services provided by Contractor for the preceding month. Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. City may require any other information from Contractor that City deems necessary to verify its obligation to pay under the Contract. Payments will be made to Contractor approximately forty-five (45) days after receipt and acceptance of a proper invoice. City does not pay service charges, interest, or late fees unless required by law.

(b) To the extent Contractor's fees include reimbursement for travel or travel-related expenses, such travel and travel-related expenses shall be subject to and governed by the provisions and limitations of Chapter 106, Part 7, Jacksonville Ordinance Code.

(c) City's obligations to make payment are contingent upon availability of lawfully appropriated funds for the Services.

**B.17 Taxes.** City is generally exempt from any taxes imposed by the State of Florida or the federal government. Exemption certificates will be provided upon request. Contractor shall not include any state, local, and federal taxes in any prices quoted to City.

**B.18 Right of Setoff.** City may, in addition to other remedies available at law or equity and upon notice to Contractor, retain such monies from amounts due Contractor 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 Contractor.

**B.19 Retention of Records / Audits.**

(a) Contractor must establish and maintain books, records, contracts, sub-contracts, papers, financial records, supporting documents, statistical records, and all other documents pertaining to this Contract (collectively, the "Records"), in whatsoever form or format (including electronic storage media) is reasonable, safe, and sufficient.

(b) Contractor must retain all Records for a minimum period of three (3) years after final payment is made under the Contract. If an audit has been initiated and audit findings have not been resolved at the end of the three (3) year period, the Records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the Contract, at no additional cost to City. Records shall be retained for longer periods when the retention period exceeds the time frames required by law or ordinance.

(c) At all reasonable times for as long as the Records are maintained, Contractor must allow persons duly authorized by City (including but not limited to, the City Council Auditor and inspector general offices), to have full access to and the right to examine, copy, or audit any of the Records, regardless of the form in which kept. Contractor will not charge City for any setup, supervision, or space in connection with the examination and audit. Photocopying charges will not exceed the actual and reasonable cost of the copies to Contractor, and City shall be permitted to bring its photocopying equipment if City so desires.

(d) Contractor must comply with and cooperate in any audits or reports requested by City, and must ensure that all related party transactions are disclosed to the auditor.

(e) Contractor must permit City to interview any of Contractor's employees, subcontractors, and subcontractor employees to assure City of the satisfactory performance of the terms and conditions of the Contract. Unless the parties agree otherwise or City is willing to pay for the employee's reasonable travel expenses, the interviews will be conducted at the employee's primary place of work. Contractor will not charge City for any employee time unless the interview time for that employee exceeds eight (8) hours in a calendar year.

(f) Following any audit or review, if performance of Contractor is, in the opinion of City, deficient, City will deliver to Contractor a written report of the deficiencies and request for development by Contractor of a corrective action plan. Contractor hereby agrees to prepare and submit to City said corrective action plan within ten (10) days of receiving City's written report. Thereafter, Contractor must correct all deficiencies in the corrective action plan within a reasonable time after City's receipt of the corrective action plan.

(g) All reports and other information provided by Contractor pursuant to this Section shall be submitted under penalties of perjury under Section 837.06, Florida Statutes.

(h) Contractor must include the aforementioned audit, inspection, investigation, and record-keeping requirements in all subcontracts and Contract assignments.

(i) Contractor 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. Contractor shall not be responsible for any costs of investigations that do not uncover a material violation of the Contract.

**B.20 Intentionally Omitted.**

**B.21 Intentionally Omitted.**

**B.22 City's Right to Suspend Work.** City may in its sole discretion suspend any or all activities under this Contract by providing a written notice to Contractor 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 Contractor, City shall either (1) authorize the resumption of work, at which time activity shall resume, or (2) terminate this Contract in accordance with the applicable termination provisions. Suspension of work shall not entitle Contractor to any additional compensation. The parties will reasonably amend any schedules relating to performance of the Services to reflect the suspension of work hereunder. Contractor shall not be entitled to receive compensation for any work it performs after being excused from providing it hereunder.

**B.23 City's Right to Terminate for Convenience.** City reserves the right to terminate this Contract at any time and for any reason by giving written notice to Contractor. If this Contract is terminated for convenience as provided herein, City will be relieved of all further obligations other than payment for that amount of Services actually performed to the date of termination. Access to any and all work papers will be provided to City after the termination of the Contract. The parties understand and agree that Contractor shall not have a reciprocal right to terminate this Contract for convenience, it being understood that City's payment for Services forms the consideration for Contractor's not having this right. In the event of City's termination of the Contract, City (in its sole discretion) may also require Contractor to provide the Transition Services as set forth in Section B.26 below.

**B.24 City's Remedies Upon Contractor Default.** Any one or more of the following events, if not cured within ten (10) calendar days after Contractor's receipt of written notice thereof, shall constitute an "Event of Default" on the part of Contractor: (1) Contractor fails to perform the Services within the time specified in this Contract or any extension; (2) Contractor fails to maintain adequate progress, thus endangering performance of the Contract; (3) Contractor fails to honor any

other material term of the Contract; or, (4) Contractor fails to abide by any statutory, regulatory, or licensing requirement. City may extend the 10-day cure period in its discretion.

In addition, a finding that Contractor has made a false representation or certification in any document furnished by Contractor to City shall constitute an immediate Event of Default with no right to cure.

Upon an "Event of Default" on the part of Contractor, City will be entitled to terminate this Contract and pursue such other remedies available at law or equity, including the recovery of any re-procurement costs and delay damages. The rights and remedies available to City under this Contract are distinct, separate, and cumulative remedies, and no one of them, whether or not exercised by a party, shall be deemed to be in exclusion of any other.

If, after termination, it is determined that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for convenience.

**B.25 Contractor Remedies Upon City Default.** City shall be in default if City fails to honor any material term of this Contract and such failure is not cured within forty-five (45) calendar days after receipt of written notice thereof from Contractor. In the event of City's default, Contractor will be entitled to terminate this Contract and pursue such other remedies available at law or equity as it deems appropriate. Except as expressly provided elsewhere in the Contract, Contractor will not be entitled to recover any lost profits or consequential damages. The rights and remedies available to Contractor under this Contract are distinct, separate, and cumulative remedies, and no one of them shall be deemed to be in exclusion of any other.

**B.26 Transition Services.** At any time prior to the date this Contract expires or terminates for any reason (the "Termination Date"), City may request Contractor to provide reasonable transition assistance services ("Transition Assistance"). Contractor shall provide such Transition Assistance until such time as City notifies Contractor that City no longer requires such Transition Assistance, but in no event for more than 180 days following the Termination Date.

Transition Assistance shall mean any services, functions, or responsibilities that are ordinarily or customarily provided to a purchaser to ensure that the services provided to that purchaser by a contractor are fully transitioned in a smooth and efficient manner to a new service provider (either City itself or a third-party contractor). Transition Assistance includes the development and implementation of a detailed transition plan. To the extent that Transition Assistance will involve third parties hired by City, those third parties shall cooperate with Contractor in its provision of Transition Assistance and sign any reasonable non-disclosure agreements required by Contractor.

Transition Assistance rendered before the Termination Date shall be provided at no additional cost to City. Transition Assistance rendered after the Termination Date shall be provided at the rates

negotiated by the parties prior to the rendering of such service, which rates shall not exceed the standard market rates that Contractor charges to government entities for comparable services; provided however, that if City terminates this Contract because of a breach by Contractor, then (i) the Transition Assistance shall be provided at no cost to City, and (ii) City will be entitled to any other remedies available to it under law. Contractor may withhold Transition Assistance after the Termination Date if City does not provide reasonable assurance that the charges for such Transition Assistance will be paid to Contractor in accordance with the invoicing and payment provisions of the Contract.

**B.27 Force Majeure, Notice of Delay, and No Damages for Delay.** Neither party shall be responsible for delays in performance if the delay was beyond that party's control (or the control of its employees, subcontractors, or agents). Contractor shall notify City in writing of any such delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date Contractor first had reason to believe that a delay could result. Based upon such notice, City will give Contractor a reasonable extension of time to perform; provided, however, that City may elect to terminate this Contract in whole or in part if City determines, in its sole judgment, that such a delay will significantly impair the value of this Contract to City. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. **THE FOREGOING SHALL CONSTITUTE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** No claim for damages, other than for an extension of time, shall be asserted against City. Contractor shall not be entitled to an increase in the contract price or payment of any kind from City for direct, indirect, consequential, impact, or other costs, expenses, or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever.

**B.28 No Waiver.** The delay or failure by a party to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. Unless otherwise agreed in writing, City's payment for the Services shall not release Contractor from its obligations under this Contract and shall not be deemed a waiver of City's right to insist upon strict performance hereof.

**B.29 Qualification of Contractor Employees, Subcontractors, and Agents.** All Contractor employees, subcontractors, and agents performing work under this Contract shall be properly trained and qualified. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, and agents performing work under this Contract must comply with all reasonable administrative requirements of City and with all controlling laws and regulations relevant to the Services they are providing under the Contract. City may conduct, and Contractor shall cooperate in, a security background check or other assessment of any employee, subcontractor, or agent furnished by Contractor. City may refuse access to, or require replacement of, any personnel for reasonable cause.

Contractor shall take all actions necessary to ensure that Contractor's employees, subcontractors, and agents are not considered employees of City. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and agents receive payment and any legally mandated insurance (e.g., workers' compensation and unemployment compensation) from an employer other than City.

As a condition to providing services to City, Contractor and any subcontractor will enroll and participate in the federal E-Verify Program within thirty days of the effective date of the Contract. Proof of enrollment and participation will be made available to City upon request.

**B.30 Security Procedures.** Contractor and its employees, subcontractors, and agents shall comply fully with all generally applicable security procedures of the United States, the State of Florida, and City in performance of the Contract. City agrees that any security procedures imposed by City specifically for this Contract will be reasonable and will not impose any unreasonable costs or hardships.

**B.31 Restrictions on the Use or Disclosure of City's Information.** Contractor shall not use, copy, or disclose to third parties, except in connection with performing the Services, any information obtained by Contractor or its agents, subcontractors, or employees in the course of performing the Services, including but not limited to security procedures, business operations information, or commercial proprietary information in the possession of City. At City's request, all information furnished by City will be returned to City upon completion of the Services. Contractor shall not be required to keep confidential any information that has already been made publicly available through no fault of Contractor or that Contractor developed independently without relying on City's information. To ensure confidentiality, Contractor shall take appropriate steps as to its employees, agents, and subcontractors, including the insertion of these restrictions in any subcontract agreement. The warranties of this paragraph shall survive the Contract.

**B.32 Public Records Law; Process For Protecting Trade Secrets and Other Information.** Article 1, Section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public records. All documents received by City in connection with this Contract are subject to Chapter 119, Florida Statutes (the "Florida Public Records Law"). Any specific information that Contractor claims to be a trade secret or otherwise exempt from the Florida Public Records Law must be clearly identified as such by Contractor on all copies furnished to City. City agrees to notify Contractor of any third-party request to view such information, but it is Contractor's obligation to obtain a court order enjoining disclosure. If Contractor fails to obtain a court order enjoining disclosure within five (5) business days of Contractor's receiving notice of the request, City may release the requested information. Such release shall be deemed for purposes of this Contract to be made with Contractor's consent and will not be deemed to be a violation of law, including but not limited to laws concerning trade secrets, copyright, or other intellectual property.

In accordance with Section 119.0701, Florida Statutes, the Contractor 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 Term and following completion of this Contract if Contractor 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 Contractor or keep and maintain public records required by City to perform the service. If Contractor transfers all public records to City upon completion of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor 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; [PRR@COJ.NET](mailto:PRR@COJ.NET); CITY OF JACKSONVILLE, PUBLIC RECORDS REQUEST, 214 N. HOGAN STREET, SUITE 1180, JACKSONVILLE, FLORIDA 32202.**

**B.33 Assignment.** City and Contractor each binds itself and its respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of the Contract. Contractor shall not sell, assign, or transfer any of its rights (including rights to payment), duties, or obligations under this Contract without the prior written consent of City. In the event of any assignment, Contractor shall remain liable for performance of this Contract unless City expressly waives such liability. City may assign this Contract with prior written notice to Contractor of its intent to do so. Nothing herein shall be construed as creating any personal liability on the part of any officer, employee, or agent of City.



**B.34 Notice and Approval of Changes in Ownership.** Because the award of this Contract may have been predicated upon Contractor's ownership structure, Contractor agrees that any transfer of a substantial interest in Contractor by any of its owners shall require City's prior written approval, which approval shall not be unreasonably withheld or unreasonably delayed. By execution of the Contract, Contractor represents that it has no knowledge of any intent to transfer a substantial interest in Contractor. A substantial interest shall mean at least 25% of the voting shares in Contractor. This Section shall not apply to (i) transfers occurring upon the incapacitation or death of an owner; (ii) transfers associated with an initial public offering on the NYSE or NASDAQ markets; or, (iii) transfers to a company whose stock is publicly traded on the NYSE or NASDAQ markets.

**B.35 Assignment of Antitrust Claims.** Contractor and City recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by City. Therefore, Contractor hereby assigns to City any and all claims under the antitrust laws of Florida or the United States for overcharges of goods, materials, or services purchased in connection with the Contract.

**B.36 Equal Employment Opportunity.** The Equal Opportunity clause in Title 41, Part 60-1.4 of the Code of Federal Regulations (Paragraphs 1 through 7 of President's Executive Order 11246), the provisions of the Equal Opportunity for Individuals with Disabilities Act in 42 U.S.C. Section 12112, the Listing of Employment Openings for Veterans Clause in Title 41, Part 50-260.2 of the Code of Federal Regulations, and the Disabled Veterans and Veterans of the Vietnam Era Clause in Title 41, Part 60-250.5 of the Code of Federal Regulations are incorporated herein by reference if and to the extent applicable. If Contractor is exempt from any of the above-cited terms, written evidence of such exempt status must be provided to City.

**B.37 Other Non-Discrimination Provisions.** As required by Section 126.404, *Ordinance Code*, contractor represents that it has adopted and will maintain throughout the term of this contract a policy of nondiscrimination or non-harassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions, and related terms and conditions of employment. Contractor 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 Community Relations Commission or successor agency or commission for the purpose of investigation to ascertain compliance with the non-discrimination provisions of the Contract; *provided however*, that Contractor shall not be required to produce for inspection records covering periods of time more than one (1) year prior to the effective date of the Contract. Contractor agrees that if any of the products or Services to be provided pursuant to this Contract are to be provided by a subcontractor, the provisions of this section shall be incorporated into and become a part of the subcontract.

**B.38 Prompt Payment to Subcontractors and Suppliers.** The following is required by Chapter

126, Part 6, *Ordinance Code*; provided however, if Contractor does not use JSEB or MBE subcontractors, as identified below, this Section B.38 shall not apply:

(a) *Generally.* When Contractor receives payment from City for labor, services or materials furnished by subcontractors and suppliers hired by Contractor, Contractor shall remit payment due (less proper retainage) to those subcontractors and suppliers within fifteen (15) calendar days after Contractor's receipt of payment from City. Nothing herein shall prohibit Contractor 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, Contractor may dispute the disputed portion of any such payment only after Contractor has provided notice to the City and to the subcontractor or 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 City and said subcontractor or supplier within ten (10) calendar days after Contractor's receipt of payment from City. Contractor shall pay all undisputed amounts due within the time limits imposed by this Section.

(b) *Jacksonville Small and Emerging Business Enterprise and Minority Business Enterprise Participation.* Notwithstanding Chapter 126, Part 6, *Ordinance Code*, Contractor shall pay all contracts awarded with certified Jacksonville Small and Emerging Business Enterprises ("JSEB") and Minority Business Enterprises ("MBE"), as defined therein, their pro rata share of their earned portion of the progress payments made by City under this Contract within seven (7) business days after Contractor's receipt of payment from 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 final payments to Contractor, Contractor shall provide to City with its requisition for payment documentation that sufficiently demonstrates that Contractor has made proper payments to its certified JSEBs or MBEs from all prior payments Contractor has received from City. Contractor shall not unreasonably withhold payments to certified JSEBs and MBEs if such payments have been made to Contractor. If Contractor withholds payment to its certified JSEBs or MBEs, which payment has been made by City to Contractor, Contractor shall return said payment to City. Contractor shall provide notice to City and to the certified JSEBs or MBEs 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 City and said JSEBs or MBEs within five (5) calendar days after Contractor's receipt of payment from City. Contractor 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 the Contract, compensable by one per-cent (1%) of the outstanding invoice's being withheld by City, not as a penalty, but as liquidated damages to compensate for the additional contract administration by City.

(c) *Third Party Liability.* The Prompt Payment requirements hereunder shall in no way create any contractual relationship or obligation between City and any subcontractor, supplier, JSEB, MBE, or any third party or create any City liability for Contractor's failure to make timely payments

hereunder. However, Contractor's failure to comply with the Prompt Payment requirements shall constitute a material breach of Contractor's contractual obligations to City. As a result of said breach, City, without waiving any other available remedy it may have against Contractor, may (i) issue joint checks and (ii) charge Contractor a 0.2% daily late payment charge or the charges specified in said Chapter 126, *Ordinance Code*, for JSEBs or MBEs and in Chapter 218, Florida Statutes, for non-JSEBs or non-MBEs, whichever is greater.

**B.39 Conflicts of Interest.** Contractor acknowledges that Section 126.112, *Ordinance Code*, requires that a public official who has a financial interest in a bid or contract make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract, including but not limited to the public official's name, public office or position held, bid or proposal number, and the position or relationship of the public official with the bidder or contractor.

**B.40 Contingent Fees Prohibited.** In conformity with Section 126.306, *Ordinance Code*, Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract 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 Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Contract. For the breach or violation of these provisions, City shall have the right to terminate this Contract 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.

**B.41 Truth in Negotiation Certificate.** Pursuant to Section 126.305, *Ordinance Code*, the execution of this Contract by Contractor shall be deemed to be a simultaneous execution of a Truth-In-Negotiation Certificate, whereby Contractor states that the wage rates and other factual unit costs supporting the compensation hereunder are accurate, complete, and current at the time of contracting. Further, Contractor agrees that the compensation hereunder shall be adjusted to exclude any significant sums where City determines the contract price was increased due to inaccurate, incomplete, or non-current 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 the Contract.

**B.42 Compliance with Applicable Laws.** Contractor (and any subcontractors) must comply with all applicable federal, state and local laws, rules, and regulations as the same exist and as may be amended from time to time, including but not limited to:

- Chapter 119, Florida Statutes (the Florida Public Records Law);
- Section 286.011, Florida Statutes (the Florida Sunshine Law);
- Chapter 602, Jacksonville Ordinance Code (the Jacksonville Ethics Code);
- Chapter 126, Jacksonville Ordinance Code (the Jacksonville Purchasing Code); and
- All licensing and certification requirements applicable to performing the Services.

Such compliance must also include, but is not limited to, obtaining and maintaining all licenses and certifications that are required to perform the Services in the City of Jacksonville, State of Florida. 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.

**B.43 Cooperative Purchasing.** Pursuant to their own governing laws, and subject to the agreement of Contractor, other entities may be permitted to make purchases at the terms and on the conditions contained herein. These purchases are independent of the agreement between City and Contractor, and City shall not be a party to such transactions.

**B.44 Warranty of Ability to Perform.** Contractor warrants that (i) it is ready, willing, and able to perform its obligations under the Contract, and (ii) to the best of Contractor's knowledge, there are no pending or threatened actions, proceedings, investigations, or any other legal or financial conditions that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its Contract obligations. Contractor shall immediately notify City in writing if its ability to perform is compromised in any manner during the term of the Contract.

**B.45 Warranty of Authority to Sign Contract.** Each person signing this Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

**B.46 Governing State Law/Severability/Venue/Waiver of Jury Trial.** The rights, obligations, and remedies of the parties as specified under this Contract shall be interpreted and governed in all aspects by the laws of the State of Florida. Should any provision of this Contract be determined by the courts to be illegal, unenforceable, or in conflict with any applicable law, the validity of the remaining provisions shall not be impaired. Venue for litigation of this Contract shall be exclusively in courts of competent jurisdiction located in Jacksonville, Duval County, Florida. The parties waive any and all rights to a jury trial with respect to disputes arising under the Contract.

**B.47 Construction.** Both parties acknowledge that they have had the opportunity to provide meaningful input into the terms and conditions contained in the Contract. Therefore, any doubtful or ambiguous provisions contained herein shall not be construed against the party who physically prepared the Contract. Article headings appearing herein are inserted for convenience or reference only and shall in no way be construed to be interpretations of text.

**B.48 Scrutinized Companies.**

(a) Pursuant to Section 287.135(2), *Florida Statutes*, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity for goods or services of:

- (1) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, Contractor is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, *Florida Statutes*, or is engaged in a boycott of Israel; or

(2) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, Contractor:

- i. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, *Florida Statutes*; or
- ii. Is engaged in business operations in Cuba or Syria.

(b) Pursuant to Section 287.135(3)(a)4, *Florida Statutes*, City may terminate this Contract at City's option if this Contract is for goods or services in an amount of one million dollars or more and Contractor:

- (1) Is found to have submitted a false certification under Section 287.135(5), *Florida Statutes*;
- (2) Has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, *Florida Statutes*;
- (3) Is engaged in business operations in Cuba or Syria.

(c) Pursuant to Section 287.135(3)(b), *Florida Statutes*, City may terminate this Contract at City's option if this Contract is for goods and services of any amount and Contractor:

- (1) Is found to have been placed on the Scrutinized Companies that Boycott Israel List;  
or
- (2) Is engaged in a boycott of Israel.

## EXHIBIT C

### INDEMNIFICATION

Consultant (the “**Indemnifying Party**”) shall hold harmless, indemnify, and defend the City of Jacksonville and the City’s members, officers, officials, employees, and agents (collectively the “**Indemnified Parties**”) from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs, and expenses of whatsoever kind or nature, which may be incurred by, charged to, or recovered from any of the foregoing Indemnified Parties for:

1. General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Indemnifying Party that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Party’s performance of the Agreement, operations, services, or work performed hereunder; and

2. Environmental Liability, to the extent this Agreement contemplates environmental exposures, arising from or in connection with any environmental, health, and safety liabilities, claims, citations, clean-up, or damages whether arising out of or relating to the operation or other activities performed in connection with the Agreement; and

3. Intellectual Property Liability, to the extent this Agreement contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the services, any product generated by the services, or any part of the services as contemplated in this Agreement constitutes an infringement of any copyright, patent, trade secret, or any other intellectual property right. If in any suit or proceeding, the services or any product generated by the services is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Party shall immediately make every reasonable effort to secure within sixty (60) days for the Indemnified Parties a license authorizing the continued use of the disputed part of the service or product. If the Indemnifying Party fails to secure such a license for the Indemnified Parties, then the Indemnifying Party shall replace the disputed part of the service or product with a non-infringing service or product or modify such service or product in a way satisfactory to the City so that the service or product is non-infringing.

If the Indemnifying Party exercises its obligations under this Agreement, the Indemnifying Party will (1) provide reasonable notice to the Indemnified Parties of the applicable claim or liability, and (2) allow the Indemnified Parties, at its own expense, to participate in the litigation of such claim or liability to protect their interests. **The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by, any insurance provided pursuant to this Agreement or otherwise. Such terms of indemnity shall survive the expiration or termination of this Agreement.**

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

**EXHIBIT D**

**INSURANCE REQUIREMENTS**

Without limiting its liability under this Agreement, Consultant shall procure prior to commencement of work and maintain at its sole expense during the life of this Agreement (and Consultant shall require its, subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits and in amounts not less than the amounts stated below:

**Insurance Coverages**

<u>Schedule</u>	<u>Limits</u>
<b>Workers' Compensation</b>	Florida Statutory Coverage
<b>Employers' Liability</b>	\$ 1,000,000    Each Accident \$ 1,000,000    Disease Policy Limit \$ 1,000,000    Each Employee/Disease

This insurance shall cover the Consultant (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (*i.e.*, mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

<b>Commercial General Liability</b>	\$2,000,000    General Aggregate \$2,000,000    Products & Comp. Ops. Agg. \$1,000,000    Personal/Advertising Injury \$1,000,000    Each Occurrence \$ 50,000    Fire Damage \$ 5,000    Medical Expenses
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Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City's office of insurance and Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

<b>Automobile Liability</b> (Coverage for all automobiles, owned, hired or non-owned used in performance of this Agreement)	\$1,000,000    Combined Single Limit
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Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (*i.e.*, mandatory endorsement).

**Builder's Risk/Installation Floater**

**100% Completed Value of the Project**

Such insurance shall be on a form acceptable to the City's Office of Risk Management. The Builder's Risk policy shall include the SPECIAL FORM/ALL RISK COVERAGES. The Builder's Risk and/or Installation Policy shall not be subject to a coinsurance clause. A maximum \$10,000.00 deductible for other than windstorm and hail. For windstorm and hail coverage, the maximum deductible applicable shall be 2% of the completed value of the project. Named Insureds shall be: Consultant, the City and its respective members, officials, employees and agents, the engineer (if any), and the program management firm(s) (when program management services are provided). The City and its members, officials, officers, employees, and agents are to be loss payee.

**Additional Insurance Provisions**

- A. **Certificates of Insurance.** Consultant shall provide the City with certificates of insurance that show the corresponding City Contract Number in the description, if known, Additional Insureds as provided above, and waivers of subrogation. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.
- B. **Additional Insured.** All insurance, except Workers' Compensation, shall be endorsed to name the City of Jacksonville and its members, officials, officers, employees and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and, if products and completed operations are required, CG2037, Automobile Liability CA2048.
- C. **Waiver of Subrogation.** All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and its members, officials, officers, employees and agents.
- D. **Carrier Qualifications.** The above insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes, or a company that is declared as an approved Surplus Lines carrier under Chapter 626, Florida Statutes. Such insurance shall be written by an insurer with an A.M. Best Rating of A-VII or better.
- E. **Consultant's Insurance Primary.** The insurance provided by the Consultant shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any City members, officials, officers, employees and agents.
- F. **Deductible or Self-Insured Retention Provisions.** All deductibles and self-insured retentions associated with coverages required for compliance with this Agreement shall remain the sole and exclusive responsibility of the named insured Consultant. Under no circumstances will the City of Jacksonville and/or its members, officials, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Agreement.



- G. **Consultant's Insurance Additional Remedy.** Compliance with the insurance requirements of this Agreement shall not limit the liability of Consultant or its subcontractors, employees or agents to the City or others. Any remedy provided to the City or its members, officials, officers, employees or agents shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.
- H. **Waiver/Estoppe.** Neither approval by the City nor its failure to disapprove the insurance furnished by Consultant shall relieve Consultant of Consultant's full responsibility to provide insurance as required under this Agreement.
- I. **Notice.** Consultant shall provide an endorsement issued by the insurer to provide the City with thirty (30) days' prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not provided, the Consultant, as applicable, shall provide thirty (30) days' written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.
- J. **Survival.** Anything to the contrary notwithstanding, the liabilities of Consultant under this Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.
- K. **Additional Insurance.** Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City also be named as an Additional Insured.
- L. **Special Provisions.** Prior to executing this Agreement, Consultant shall present this Agreement and **Exhibit C** and **Exhibit D** to its insurance agent affirming that: 1) the agent has personally reviewed the insurance requirements of this Agreement, and (2) the agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Consultant.





A NEW DAY.

# City of Jacksonville, Florida

*Donna Deegan, Mayor*

Risk Management

117 West Duval Street, Suite 335

Jacksonville, Florida 32202

www.coj.net

**TO:** Dustin Freeman, Chairman  
Professional Services Evaluation Committee (PSEC)

**FROM:** Barbara Holton, Workers Compensation Claims Manager *Barbara Holton*  
Risk Management

Robert Quinn, Public Liability Claims Manager  
Risk Management *Robert Quinn*

**RE:** P-11-24 Risk Management Outside Adjuster Services

**DATE:** April 25, 2024

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The Risk Management Division received two (2) proposals for the **Risk Management Outside Adjuster Services** and found both to be responsive, interested, qualified and available to provide the services required by the Request for Proposal (RFP).

The proposals were evaluated using the selection criteria outlined in the Purchasing Code as augmented by the RFP.

Based on the above, the following companies listed alphabetically and ranked were determined to be qualified and available to perform the required services and they are:

- 1) Davies
- 2) Insurance Staffers, Inc. d/b/a Jacobson Solutions

Please advise us when this item is placed on your agenda so we may be present. After a full committee review, we request that this item is sent to the Mayor for final decision

Attachment(s): Scoring Matrix





# City of Jacksonville, Florida

*Lenny Curry, Mayor*

Department of Public Works  
Engineering & Construction Management Division  
214 N. Hogan Street, 10<sup>th</sup> Floor  
Jacksonville, FL 32202  
(904) 255-8762  
www.coj.net

ONE CITY. ONE JACKSONVILLE.

April 25, 2024

TO: Dustin Freeman, Chairman  
Professional Services Evaluation Committee

THRU: Nina Sickler, P.E. DocuSigned by: Nina Sickler 1EF423303023487  
Director of Public Works

FROM: Steven D. Long, Jr., P.E. DocuSigned by: Steven D. Long Jr. F479838741F34BC  
Director of Operations

Nikita Reed, P.E. DocuSigned by: Nikita Reed 4A8CA23E538847E  
Engineering Operations Manager

SUBJECT: Amendment #2 Contract #70746-21 Bid #P-14-20  
Alpha Envirotech Consulting, Inc.  
Wetland Identification, Mitigation and Related Permitting Activities - Annual Contract

Contract #70746-21 established the limit of maximum indebtedness for all projects to be performed under the contract at \$250,000.00. Projects that have been assigned to date have almost reached that limit, and there are a number of additional projects that cannot be assigned until the upper limit is raised. There is no rate increase associated with this amendment. Alpha Envirotech is committed to meeting the 20% Participation Percentage Plan for this contract.

Accordingly, this is to recommend that Contract #70746-21, originally executed February 3, 2021, between the City of Jacksonville and Alpha Envirotech Consulting, Inc. for Wetland Identification, Mitigation and Related Permitting Activities be amended to increase the maximum indebtedness by \$250,000.00 to a new maximum of \$500,000.00. All other terms and conditions are as provided in the RFP and the City's standard contract language.

SDL/lw

cc: David D. Hahn, P.E., Engineering & Construction Management

'24 APR 29 AM 8:55:42

**CONTRACT  
BETWEEN  
CITY OF JACKSONVILLE  
AND  
ALPHA ENVIROTECH CONSULTING, INC.  
FOR  
WETLAND IDENTIFICATION, MITIGATION  
AND RELATED PERMITTING ACTIVITIES**

70746-21

**THIS CONTRACT** for wetland identification, mitigation, and related permitting activities is made and entered into this 9 day of Feb., 2021 (the "Effective Date"), by and between the CITY OF JACKSONVILLE, a municipal corporation existing under the Constitution and the laws of the State of Florida (the "City"), and ALPHA ENVIROTECH CONSULTING, INC., a Florida profit corporation with its principal office at 8681 Ethans Glen Terrace, Jacksonville, Florida 32256 (the "Contractor").

**WHEREAS**, City issued Request for Proposal No. P-14-20 (the "RFP") for certain professional services described in the RFP (the "Services"); and

**WHEREAS**, based on Contractor's response to the RFP, City has negotiated and awarded this Contract to Contractor; now therefore

**IN CONSIDERATION** of the premises and the mutual covenants contained below and for other good and valuable consideration acknowledged by the parties to be sufficient, the parties agree as follows:

1. **Performance of Services.** Contractor shall perform the Services as described in and according to (i) the RFP and the Response, each of which is incorporated into and made a part of this Contract, and (ii) the Scope of Services, attached hereto as **Exhibit A** and incorporated herein by this reference.

2. **Compensation.** Contractor shall be paid for the Services the fees detailed in the Contract Fee Schedule, attached hereto as **Exhibit B** and incorporated herein by this reference. Each project performed under this Contract shall be authorized by an individual purchase order with a not-to-exceed amount applicable thereto.

3. **Maximum Indebtedness.** As required by Section 106.431, *Ordinance Code*, City's maximum indebtedness for the Services under this Contract for the period of service shall be a fixed monetary amount not to exceed TWO HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$250,000.00).

4. **Term.** The period of service of this Contract shall commence on the date of its execution and continue for a period of two (2) years until \_\_\_\_\_, 2023, with two (2) additional 2-year renewal options upon satisfactory performance by Contractor.

5. **Contract Documents.** This Contract consists of the following documents, which are hereby incorporated as if fully set forth herein and which, in case of conflict, shall have priority in the order listed:

- (i) This document, as modified by any subsequent signed amendments.
- (ii) Any amendments to this document.
- (iii) Specific information regarding the RFP (Section 1 of the RFP).
- (iv) Description of Services (Section 4 of the RFP).
- (v) General Instructions (Section 2 of the RFP).
- (vi) General Terms and Conditions of Agreement (Section 3 of the RFP).
- (vii) The Response, provided that any terms in the Response that are prohibited under the RFP shall not be included in this Contract.

7. **Notice.** All notices under this Agreement shall be in writing and shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

As to City:

Robin Smith, P.E., Chief  
Engineering & Construction Management Division  
214 North Hogan Street, 10<sup>th</sup> Floor  
Jacksonville, Florida 32202

As to Contractor:

Amy Yimin Fu, P. E., President  
Alpha Envirotech Consulting, Inc.  
8681 Ethans Glen Terrace  
Jacksonville, Florida 32256

8. **Contract Managers.** Each party shall designate a Contract Manager during the term of this Contract whose responsibility shall be to oversee the party's performance of its duties and obligations pursuant to this Contract. As of the Effective Date, City's Contract Manager is Robin Smith (Phone: 904.255.8710; Fax: 904.255.8926; [RobinSmith@coj.net](mailto:RobinSmith@coj.net)), and Contractor's Contract Manager is Amy Yimin Fu (Phone: 904.382.0083; [Amy.fu@aenvirotech.com](mailto:Amy.fu@aenvirotech.com)). Each

party shall provide prompt written notice to the other party of any changes to the party's Contract Manager or his or her contact information; provided, such changes shall not be deemed Contract amendments and may be provided by email.

9. **Entire Agreement.** This Contract constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by Contractor. 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. Contractor may not unilaterally modify the terms of this Contract by affixing additional terms to materials delivered to City (e.g., "shrink wrap" terms accompanying or affixed to a deliverable) or by including such terms on a purchase order or payment document. Contractor acknowledges that it is entering into this Contract for its own purposes and not for the benefit of any third party.

10. **Amendments.** All changes to, additions to, modifications of, or amendments to this Contract or any of its terms, provisions, and conditions shall be binding only when in writing and signed by the authorized officer, agent, or representative of each of the parties hereto.

11. **Counterparts.** This Contract and all amendments hereto may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument.

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

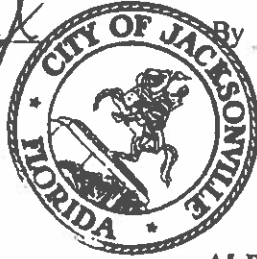


IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year first above written.

ATTEST:

CITY OF JACKSONVILLE

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



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

WITNESS:

ALPHA ENVIROTECH CONSULTING, INC.

By Yibo Huang  
Signature  
YIBO HUANG  
Type/Print Name  
VP  
Title

By Amy Yimin Fu  
Signature  
Amy Yimin Fu  
Type/Print Name  
PRESIDENT  
Title

Encumbrance and funding information for internal City use:

Account..... POA-70746-21

Amount.....\$250,000.00

The above-stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the foregoing contract. It shall be encumbered by one or more subsequently issued Purchase Orders that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such Purchase Orders are issued.

In accordance with Section 24.103(e), *Ordinance Code*, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement.



Director of Finance

City Contract # 70746-21

Form Approve:



Office of General Counsel



**ALPHA ENVIRØTECH  
CONSULTING, INC.**

**AEC Team Response to:**

**The City of Jacksonville**

**Professional Services for  
Wetland Identification,  
Mitigation and Related  
Permitting Activities -  
Annual Contract**

**P-14-20**

**10.27.2020**

# 1) SCOPE OF SERVICES

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

**DESCRIPTION:**

Services provided under this contract are for a Consultant to provide professional environmental services, wetland mitigation construction supervision, wetlands planting, mitigation monitoring and maintenance, as may be needed by the City from time to time on various design, construction and maintenance projects. It is expected that a detailed scope of services and fee will be negotiated on each project which may include, but not be limited to, the following:

**A. Site Assessments**

1. Conduct site assessments to determine the extent of jurisdictional wetlands including detailed descriptions of vegetative communities, permitting options, quality/classification of wetlands via the Uniform Mitigation Assessment Method (UMAM) and other pertinent environmental observations.
2. Produce mapping of the extent of wetlands on a property including the ability to provide GPS coordinates of wetland flagging points. Accompany and/or coordinate with land surveyors as needed to formally survey a wetland line.
3. Locate the limits of jurisdictional wetlands including verification, if needed, with personnel of appropriate regulatory agencies including the U. S. Army Corps of Engineers (COE), Florida Department of Environmental Protection (FDEP), St. Johns River Water Management District (SJRWMD) and any other agency that may regulate wetlands.
4. Conduct surveys to determine the existence of endangered or threatened species on project sites and advise the City of probable impact on such species and potential mitigation required for such impact.

**B. Environmental Permitting**

1. Advise the City on environmental permitting requirements and options and assist the City in complying with Agency procedures for obtaining permits.
2. Prepare and submit permit applications for dredging and/or fill within wetlands or waterbodies, negotiate permitting conditions with such agencies, and prepare responses to such agencies for additional information or other requirements.

**C. Wetland Mitigation/Stormwater Treatment**

1. Design mitigation or stormwater treatment plans as may be required by the various regulatory agencies to compensate for impact of construction projects in wetlands or for creation of wet detention systems.
2. Negotiate wetland mitigation requirements with regulatory agencies including specific permit conditions and working with the various mitigation banks to obtain pricing and credit availability.
3. Monitor wetland mitigation procedures and provide reporting as required by permit or regulatory agencies.

**D. Environmental Monitoring and Reports**

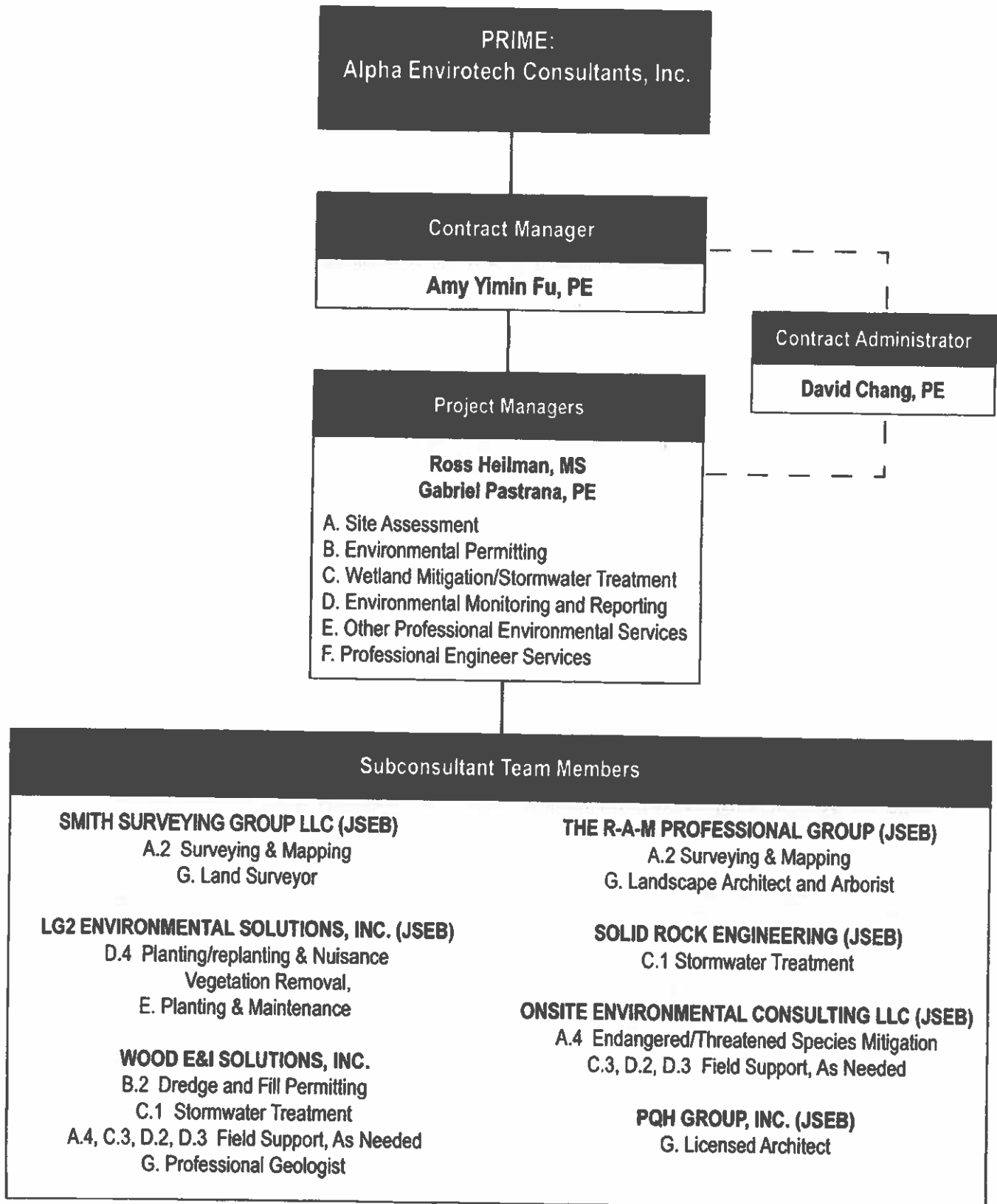
1. During construction affecting wetlands or protected waters, perform any turbidity sampling, testing and reporting required by permits or regulatory agencies.
2. Monitor, inspect and verify completion of required wetland mitigation including creation of new wetlands.
3. Conduct periodic monitoring of created wetlands including sampling and analysis as may be required by project permit. Provide recommended corrective actions as deemed necessary by the agencies.
4. Perform or direct the performance of others in planting or replanting of required vegetation, removal of nuisance vegetation, and other maintenance as required to fulfill conditions of project permit.

**E. Planting and Maintenance – Provide labor and material for wetlands mitigation planting and/or maintenance as may be required by the City or any of its agencies.**

**F. Other professional Environmental Services - Provide such other professional environmental services as may be required by the City or any of its agencies to meet regulatory requirements applicable to construction and maintenance projects.**

**G. Consultant and/or its Sub-consultants shall be properly registered to perform any services under this contract which are required by the Laws of Florida to be performed by a Registered Architect, Landscape Architect, Engineer, Geologist or Land Surveyor.**

# AEC Team Organizational Chart



**2) ALPHA ENVIROTECH  
CONSULTING, INC.**



## EXHIBIT B (1 OF 1)

**SCHEDULE OF PROPOSED RATES**NAME OF CONTRACTOR Alpha Envirotech Consulting, Inc.Proposal Number P-14-20

1. Average hourly direct labor rates (without Fringe Benefits)
 

Principal (Partner or Senior Officer)	\$ <u>80</u>	hr.
Project Manager (Responsible Professional)	\$ <u>65</u>	hr.
Project Administrator	\$ <u>45</u>	hr.
Senior Environmental Engineer	\$ <u>55</u>	hr.
Senior Environmental Scientist	\$ <u>55</u>	hr.
Environmental Engineer / Field Inspector	\$ <u>47</u>	hr.
Environmental Scientist	\$ <u>47</u>	hr.
GIS Specialist	\$ <u>55</u>	hr.
Drafter or CADD Operator	\$ <u>25</u>	hr.
Administrative Specialist	\$ <u>20</u>	hr.
2. Total Overhead Rate (to be applied to Direct Labor) 150 %
3. Profit Rate (to be applied to Direct Labor plus Overhead) 10 %
4. Wetland Plant Material – Installed
 

3 Gallon Tree Species	\$ <u>NA</u>	ea.	1 Gallon Tree Species	\$ <u>NA</u>	ea.
1 Gallon Shrub Species	\$ <u>NA</u>	ea.	Bare Root Herbaceous Species	\$ <u>NA</u>	ea.
Herbaceous 4" Species	\$ <u>NA</u>	ea.	GPS Trimble Rental (per day)	\$ <u>60</u>	
5. Cost of 3-man survey crew per 8 hour day (If applicable) \$ NA day
6. Other Direct Project Costs per Unit (please specify):
 

Copies 8½ X11 B&W -	\$ <u>0.15</u>	Color -	\$ <u>0.85</u>
11x17 B&W -	\$ <u>0.30</u>	Color -	\$ <u>1.70</u>
Plots	\$ <u>8.00</u>	per each	
Travel	\$ <u>0.575</u>	per mile; Vehicle rental \$90/day	
Deliveries	\$ <u>50</u>	per each	
7. Estimated percentage of total fee to be performed by Subconsultants 20 %

**Previously Holland &  
Associates, Inc.**

**3) SMITH SURVEYING  
GROUP LLC**

**CONTRACT FEE SUMMARY FORMAT FOR ALPHA ENVIROTECH CONSULTING**

<b>PART I - GENERAL</b>				
<b>1. Project</b> Wetland Identification, Mitigation and Related Permitting Activities Annual Contract			<b>2. Task</b>  Surveying and Mapping	
<b>3. Name of Consultant</b> Smith Surveying Group			<b>4. Date of Proposal</b> 8/21/2020	
<b>PART II - LABOR RELATED COSTS</b>				
<b>5. Direct Labor</b>	Hourly Rate	Estimated Hours	Estimated Cost	<b>TOTAL</b>
Principal	\$ 66.00		\$ 0.00	
Project Manager	\$ 63.64		\$ 0.00	
Project Surveyor	\$ 60.55		\$ 0.00	
Survey Technician (CADD)	\$ 42.35		\$ 0.00	
Field Crew (three people)	\$ 60.55		\$ 0.00	
Clerical	\$ 16.36		\$ 0.00	
<b>TOTAL DIRECT LABOR</b>	#DIV/0!	0		\$ -
<b>6. Overhead (Combined Fringe Benefit &amp; Administrative)</b>				
Overhead Rate			150 % x Total Direct Labor	\$ -
<b>7. SUBTOTAL: Labor + Overhead (Items 5 &amp; 6)</b>				
				\$ -
<b>8. PROFIT: Labor Related Costs (Item 7) x 10%</b>				
				\$ -
<b>PART III - OTHER COSTS</b>				
<b>9. Miscellaneous Direct Costs</b>				
Transportation & Shipping			\$ 0.00	
Original Reproducibles			\$ 0.00	
Reproduction			\$ 0.00	
			\$ 0.00	
<b>MISCELLANEOUS DIRECT COSTS SUB-TOTAL</b>				\$ -
<b>10. SUBCONTRACTS (Lump Sum)</b>				
SUE - Subsurface Utility Engineering Services				
			\$ 0.00	
<b>SUB-CONTRACT SUB-TOTAL</b>				\$ -
<b>TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)</b>				
				\$ -
<b>11. REIMBURSABLE COSTS (Limiting Amount)</b>				
<b>SUB-TOTAL REIMBURSABLES</b>				\$ -
<b>PART IV - SUMMARY</b>				
<b>TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables)</b> (Items 5, 6, 8, 9, 10 and 11)				\$ -



SMITH SURVEYING GROUP

August 31, 2020

Alpha Envirotech Consulting, Inc.

Attn: Amy Fu:

Dear Amy, this letter is to let you know that Robert E. Holland Sr., is retiring and Tom Smith and all the other people from R.E. Holland & Associates, Inc. will now be under the name Smith Surveying Group, LLC. I have attached some paperwork for your review.

Please feel free to contact me with any questions.  
Thank you and have a great week!

A handwritten signature in cursive script that reads "Patti Miller".

Patti Miller  
CFO

Department of Finance and Administration  
Procurement Division

**CITY OF JACKSONVILLE**

May 26, 2020

Mr. Thomas Smith  
Smith Surveying Group, LLC  
9770 Baymeadows Road, Suite # 121  
Jacksonville, Florida, 32256

**Re: JSEB Certification Approved**

Dear Mr. Thomas Smith:

The City of Jacksonville is pleased to announce that your company has been re-certified as a Jacksonville Small and Emerging Business Enterprise (JSEB). This certification enables your company to compete for work and perform work as a JSEB enterprise. JSEB certification does NOT guarantee work.

- |   |
|---|
| <p><b>905 Aircraft and Airport Operations Services</b><br/>-10 Aerial Surveys &amp; Mapping<br/><b>920 Data Processing, Computer Programming, and Software Services, specifically:</b><br/>-33 Mapping Services<br/><b>925 Professional Engineering Services, specifically:</b><br/>-86 Surveyor Services, Land<br/><b>961 Miscellaneous Services No. 1 (Not Otherwise Classified), specifically:</b><br/>-41 Global Positioning Systems Surveying<br/><b>962 Miscellaneous Services, No. 2, specifically:</b><br/>-52 Mapping Services</p> |
|---|

Smith Surveying Group, LLC will be identified as a certified JSEB on our website for tracking purposes. The City of Jacksonville's Jacksonville Small and Emerging Business website can be found at [www.jseb.coj.net](http://www.jseb.coj.net).

Your company's stature with the City of Jacksonville is active for one year provided there are no changes in ownership, control/operations of the company, or eligibility requirements during this certification period. Please be advised that you are required to notify this agency immediately of any changes in your business ownership, control/operations, or business service capabilities.

Sincerely,



Rose Nettles, JSEB Administrator  
Jacksonville Small & Emerging Business Office

**Certification Approval Date:** May 26, 2020  
**Certification Expiration Date:** May 26, 2021

**4) LG2 ENVIRONMENTAL SOLUTIONS,  
INC.**

## EXHIBIT B (1 OF 2)

SCHEDULE OF PROPOSED RATESNAME OF CONTRACTOR LG2 ENVIRONMENTAL SOLUTIONS, INC. (Subconsultant)Proposal Number P-14-20

## 1. Average hourly direct labor rates (without Fringe Benefits)

Principal (Partner or Senior Officer)	\$ <u>67.31</u>	hr.
Project Manager (Responsible Professional)	\$ <u>46.15</u>	hr.
Environmental Scientist I	\$ <u>40.87</u>	hr.
Environmental Scientist II / Construction Supervisor	\$ <u>38.46</u>	hr.
Environmental Scientist III / Mitigation Monitor	\$ <u>33.65</u>	hr.
Environmental Scientist IV / Field Inspector	\$ <u>28.85</u>	hr.
Environmental Scientist V	\$ <u>23.80</u>	hr.
Mitigation Laborer	\$ <u>21.63</u>	hr.
GIS Specialist	\$ <u>31.25</u>	hr.
Drafter or CADD Operator	\$ <u>23.08</u>	hr.
Clerical (Typist, Word Processor, Document Assembly, etc.)	\$ <u>19.23</u>	hr.

2. Total Overhead Rate (to be applied to Direct Labor:) 150 %3. Profit Rate (to be applied to Direct Labor plus Overhead) 10 %

## 4. Wetland Plant Material – Installed—See below on Page 2.

3 Gallon Tree Species	\$ _____ ea.	1 Gallon Tree Species	\$ _____ ea.
1 Gallon Shrub Species	\$ _____ ea.	Bare Root Herbaceous Species	\$ _____ ea.
Herbaceous 4" Species	\$ _____ ea.	GPS Trimble Rental (per day)	\$ <u>55</u>

5. Cost of 3-man survey crew per 8 hour day (If applicable) \$ N/A day

## 6. Other Direct Project Costs per Unit (please specify):

Copies	8½ X11 B&W - \$ <u>0.07</u>	Color - \$ <u>0.10</u>
	11x17 B&W - \$ <u>0.09</u>	Color - \$ <u>0.12</u>
Plots	\$ <u>7.50</u> per each	
Travel	\$ <u>0.575</u> per mile	
Deliveries	\$ <u>100</u> per each	

7. Estimated percentage of total fee to be performed by Subconsultants \_\_\_\_\_ %

## 4. Wetland Plant Material-continued below:

<b>3-Gallon Tree Species</b>	Less than 30	\$42.50
<b>installed</b>	30-99	\$33.00
	100-399	\$19.80
	400-999	\$17.00
	1000+	\$16.00
<b>1-Gallon Tree Species</b>	Less than 30	\$32.00
<b>installed</b>	30-99	\$28.00
	100-399	\$19.10
	400-999	\$14.80
	1000+	\$10.00
<b>1-Gallon Shrub Species</b>	Less than 30	\$32.00
<b>installed</b>	30-99	\$28.00
	100-399	\$19.10
	400-999	\$14.80
	1000+	\$10.00
<b>Bare Root Herbaceous</b>	Less than 400	\$11.25
<b>installed</b>	Greater than 400	\$10.00
<b>Herb 4" Species</b>	Less than 400	\$14.25
<b>installed</b>	Greater than 400	\$8.75



**5) WOOD E&I SOLUTIONS, INC.**

**EXHIBIT B (1 OF 1)****SCHEDULE OF PROPOSED RATES**NAME OF CONTRACTOR Wood PLC (Subconsultant)Proposal Number P-14-20

## 1. Average hourly direct labor rates (without Fringe Benefits)

Principal (Partner or Senior Officer)	\$ <u>88.49</u>	hr.
Project Manager (Responsible Professional)	\$ <u>56.92</u>	hr.
Environmental Scientist I	\$ <u>25.79</u>	hr.
Senior Engineer (PE)	\$ <u>61.85</u>	hr.
Professional Geologist (PG)	\$ <u>48.99</u>	hr.
Engineer (PE)	\$ <u>41.08</u>	hr.
Project Coordinator	\$ <u>24.99</u>	hr.
Administrative Specialist	\$ <u>21.96</u>	hr.
GIS Specialist	\$ <u>36.73</u>	hr.
Remediation Specialist	\$ <u>65.00</u>	hr.
Clerical (Typist, Word Processor, Document Assembly, etc.)	\$ <u>21.96</u>	hr.

2. Total Overhead Rate (to be applied to Direct Labor:) 150 %3. Profit Rate (to be applied to Direct Labor plus Overhead) 10 %

## 4. Wetland Plant Material – Installed

3 Gallon Tree Species	\$ <u>N/A</u>	ea.	1 Gallon Tree Species	\$ <u>N/A</u>	ea.
1 Gallon Shrub Species	\$ <u>N/A</u>	ea.	Bare Root Herbaceous Species	\$ <u>N/A</u>	ea.
Herbaceous 4" Species	\$ <u>N/A</u>	ea.	GPS Trimble Rental (per day)	\$ <u>N/A</u>	

5. Cost of 3-man survey crew per 8 hour day (If applicable) \$ N/A day

## 6. Other Direct Project Costs per Unit (please specify):

Copies	8½ X11 B&W - \$ <u>.15</u>	Color - \$ <u>.85</u>
	11x17 B&W - \$ <u>.30</u>	Color - \$ <u>1.70</u>
Plots	\$ <u>N/A</u>	per each
Travel	\$ <u>.575</u>	per mile
Deliveries	\$ <u>20</u>	per each

7. Estimated percentage of total fee to be performed by Subconsultants NA %

**6) THE R-A-M PROFESSIONAL GROUP**

## EXHIBIT B (1 OF 2)

SCHEDULE OF PROPOSED RATESNAME OF CONTRACTOR RAM Professional Group, LLC/CPWG (Subconsultant)Proposal Number P-14-20

## 1. Average hourly direct labor rates (without Fringe Benefits)

Principal, RLA	\$ <u>50.00</u>	hr.
Sr. Project Manager, RLA	\$ <u>40.00</u>	hr.
Project Manager, ISA	\$ <u>50.00</u>	hr.
Designer	\$ <u>40.00</u>	hr.
Technician	\$ <u>15.00</u>	hr.
Environmental Scientist IV / Field Inspector	\$ _____	hr.
Environmental Scientist V	\$ _____	hr.
Mitigation Laborer	\$ _____	hr.
GIS Specialist	\$ _____	hr.
Drafter or CADD Operator	\$ _____	hr.
Clerical (Typist, Word Processor, Document Assembly, etc.)	\$ _____	hr.

2. Total Overhead Rate (to be applied to Direct Labor:) 150 %3. Profit Rate (to be applied to Direct Labor plus Overhead) 10 %

## 4. Wetland Plant Material – Installed

3 Gallon Tree Species	\$ _____ ea.	1 Gallon Tree Species	\$ _____ ea.
1 Gallon Shrub Species	\$ _____ ea.	Bare Root Herbaceous Species	\$ _____ ea.
Herbaceous 4" Species	\$ _____ ea.	GPS Trimble Rental (per day)	\$ _____

## 5. Other Direct Project Costs per Unit (please specify):

Copies	8½ X11 B&W - \$ <u>0.15</u>	Color - \$ <u>0.60</u>
	11x17 B&W - \$ <u>0.25</u>	Color - \$ <u>1.00</u>
Plots	\$ <u>4.00</u> per each	
Travel	\$ <u>0.575</u> per mile	

6. Estimated percentage of total fee to be performed by Subconsultants \_\_\_\_\_%

## EXHIBIT B (1 OF 1)

**SCHEDULE OF PROPOSED RATES**NAME OF CONTRACTOR Cribb Philbeck Weaver Group, Inc. (CPWG)Proposal Number P-14-20

## 1. Average hourly direct labor rates (without Fringe Benefits)

Sr. Surveyor & Mapper (Principal)	\$ <u>64.90</u>	hr.
Professional Surveyor & Mapper / Project Surveyor	\$ <u>46.00</u>	hr.
Sr. Survey Technician	\$ <u>25.00</u>	hr.
Survey Technician	\$ <u>21.50</u>	hr.
Party Chief	\$ <u>26.00</u>	hr.
Instrument Person	\$ <u>16.75</u>	hr.
Rod Person	\$ <u>11.00</u>	hr.
Clerical (Typist, Word Processor, Document Assembly, etc.)	\$ <u>20.00</u>	hr.

2. Total Overhead Rate (to be applied to Direct Labor:) 184.87 %3. Profit Rate (to be applied to Direct Labor plus Overhead) 10 %4. Cost of 2-person survey crew per 8 hour day \$ 1071.68 day

(Cost includes party chief and instrument person)

Cost of 3-person survey crew per 8 hour day \$ 1347.44 day

(Cost includes party chief, instrument person and rod person)

Crew rate includes standard equipment (rebar, lathes, paint)

## 5. Other Direct Project Costs per Unit (please specify):

Copies 8½ X11 B&W - \$ 0.10 Color - \$ 1.2511x17 B&W - \$ 0.50 Color - \$ 2.00Plots (24x36) \$ 3.00 per each (B&W), \$ 8.00 per each (Color)Travel \$ 0.575 per mile (government rate)

June 16, 2020

Sheila Tarte, President  
CRIBB PHILBECK WEAVER GROUP, INC.  
3918 North Highland Avenue  
Tampa, Florida 33603

Dear Ms. Tarte:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

Group 3 - Highway Design - Roadway

3.1 - Minor Highway Design

Group 6 - Traffic Engineering and Operations Studies

6.1 - Traffic Engineering Studies

6.2 - Traffic Signal Timing

6.3.1 - Intelligent Transportation Systems Analysis and Design

6.3.2 - Intelligent Transportation Systems Implementation

6.3.3 - Intelligent Transportation Traffic Engineering Systems Communications

6.3.4 - Intelligent Transportation Systems Software Development

Group 7 - Traffic Operations Design

7.1 - Signing, Pavement Marking and Channelization

7.2 - Lighting

7.3 - Signalization

Group 8 - Survey and Mapping

8.1 - Control Surveying

8.2 - Design, Right of Way & Construction Surveying

8.4 - Right of Way Mapping

Group 13 - Planning

13.4 - Systems Planning

13.5 - Subarea/Corridor Planning

13.6 - Land Planning/Engineering

13.7 - Transportation Statistics

## Group 15 - Landscape Architect

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2021 for contracting purposes.

## Approved Rates

Home/ Branch Overhead	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense
184.87%	0.970%	Excluded	No	17.49%

**Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.**

Should you have any questions, please feel free to contact me by email at [carliayn.kell@dot.state.fl.us](mailto:carliayn.kell@dot.state.fl.us) or by phone at 850-414-4597.

Sincerely,



Carliayn Kell  
Professional Services  
Qualification Administrator

## **7) SOLID ROCK ENGINEERING**



## EXHIBIT B (1 OF 1)

SCHEDULE OF PROPOSED RATESNAME OF CONTRACTOR Solid Rock Engineering Consultants, Inc.Proposal Number P-14-20

## 1. Average hourly direct lab or rates (without Fringe Benefits)

Professional Engineer	\$90/hour
QA/QC Manager	\$80/hour
Project Manager	\$75/hour
Project Engineer	\$77/hour
CAD Designer	\$48/hour
CAD Operator	\$42/hour
Clerical	\$27/hour

2. Total Overhead Rate (to be applied to Direct Labor) 150%

3. Profit Rate (to be applied to Direct Labor plus Overhead) 10%

## 4. Other Direct Project Costs per Unit

Mileage	\$0.575/Mile
24 X 36 black & white plots	\$2.00/sheet
8.5 X 11 black & white	\$0.15/sheet
8.5 X 11 color	\$0.85/sheet
11 X 17 black & white	\$0.30/sheet
11 x 17 color	\$1.70/sheet
Deliveries within 15 miles	\$20.00

Estimated percentage of total fee to be performed by Subconsultants N/A

**8) ONSITE ENVIRONMENTAL CONSULTING  
LLC**

## EXHIBIT B (pg 1 of 2)

SCHEDULE OF PROPOSED RATESNAME OF CONTRACTOR Alpha Envirotech Consulting, Inc.Proposal Number P-14-20Subcontractor Rates for ONSITE ENVIRONMENTAL CONSULTING, LLC

## 1. Average hourly direct labor rates (without Fringe Benefits)

Principal (Partner or Senior Officer)	\$ <u>40.00</u>	hr.
Project Manager (Responsible Professional)	\$ <u>38.00</u>	hr.
Environmental Scientist I	\$ <u>33.00</u>	hr.
Environmental Scientist II / Construction Supervisor	\$ <u>29.50</u>	hr.
Environmental Scientist III / Mitigation Monitor	\$ <u>24.50</u>	hr.
Environmental Scientist IV / Field Inspector	\$ <u>22.00</u>	hr.
Environmental Scientist V	\$ <u>18.00</u>	hr.
Mitigation Laborer	\$ <u>14.50</u>	hr.
GIS Specialist	\$ <u>24.00</u>	hr.
Drafter or CADD Operator	\$ <u>21.50</u>	hr.
Clerical (Typist, Word Processor, Document Assembly, etc.)	\$ <u>15.00</u>	hr.

2. Total Overhead Rate (to be applied to Direct Labor:) 150 %3. Profit Rate (to be applied to Direct Labor plus Overhead) 10 %

## 4. Wetland Plant Material – Installed

3 Gallon Tree Species	\$ <u>N/A</u>	ea.	1 Gallon Tree Species	\$ <u>N/A</u>	ea.
1 Gallon Shrub Species	\$ <u>N/A</u>	ea.	Bare Root Herbaceous Species	\$ <u>N/A</u>	ea.
Herbaceous 4" Species	\$ <u>N/A</u>	ea.	GPS Trimble Rental (per day)	\$ <u>N/A</u>	

5. Cost of 3-man survey crew per 8-hour day (If applicable) \$ N/A day

## 6. Other Direct Project Costs per Unit (please specify):

Copies 8½ X11 B&W - \$ N/A Color - \$ N/A11x17 B&W - \$ N/A Color - \$ N/APlots \$ N/A per eachTravel \$ .575 per mileTruck Rental \$ \$75.00 per dayDeliveries \$ N/A per each7. Estimated percentage of total fee to be performed by Subconsultants 0 %

## EXHIBIT B (pg 2 of 2)

**SCHEDULE OF PROPOSED RATES (con't.)**
**ONSITE ENVIRONMENTAL CONSULTING, LLC**  
**Current Schedule of Fees as of January 2020**

<b>Specialized Field Equipment &amp; Fees §</b>	<b>Rate (day = 8 hours)</b>
Post-processed GPS	\$100.00/day or \$60/half day
4WD All-Terrain Vehicle	\$200.00/day
Kayak/Boat Rental	\$150.00/day or \$90/half day
Climbing Equipment	\$100.00/day
Tree Stand	\$100.00/day
Camouflage "Ghillie" Suit	\$ 75.00/day
Spotting Scope w/Tripod	\$ 50.00/day
Soil Auger	\$ 50.00/day

§ We do not charge for items we consider standard field supplies. This includes typical biologist equipment such as flagging tape, pin-flags, binoculars, machete, wetland soil probe, digital camera, field books, incidental copies, etc.

**9) PQH GROUP INC.**

NAME OF CONSULTANT POH Group, Inc. (Subconsultant)

Contract Number: P-14-20 Professional Services for Wetlands Identification, Mitigation and Related Permitting Activities- Annual Contract

**SCHEDULE OF PROPOSED RATES – (2020)**

1. Average hourly direct labor rates (without Fringe Benefits)
 

Principal, Branch Manager or Senior Officer	\$	<u>77.73</u>	hr.
Project Manager (Responsible Professional)	\$	<u>50.34</u>	hr.
Design Engineer or Architect (Registered)	\$	<u>39.74</u>	hr.
Designer or Technician (Non-Registered)	\$	<u>29.85</u>	hr.
Drafter or CADD Operator	\$	<u>25.02</u>	hr.
Field Inspector	\$	<u>33.81</u>	hr.
Clerical (Typist, Word Processor, Document Assembly, etc.)	\$	<u>24.04</u>	hr.
  
2. Total Overhead Rate (to be applied to Direct Labor:) 150 %
  
3. Profit Rate (to be applied to Direct Labor plus Overhead) 10% %
  
4. Cost of 4-man survey crew per 8 hour day (If applicable) \$ -----
  
5. Other Direct Project Costs per Unit (please specify)
 

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6. Estimated percentage of total fee to be performed by subconsultants . ----- %
  
7. Please provide any other relevant rates that may apply to this project including average direct hourly labor rates for other categories of proposed personnel
 

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**EBO FORM 1  
SCHEDULE OF SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION**

Name of Proposer: Alpha Envirotech Consulting, Inc.

Project Title: Wetland Identification, Mitigation and Related Permitting Activities

Proposal Number: P-14-20 Total Base Proposal Amount (if applicable): N/A

**\*Please list all JSEBs first**

Full Company Name	JSEB Category (African-American, Women, Asian, Native American, Non-MBE or Hispanic)	Type of Work to be Performed	Total Contract Value or Percentage
Smith Surveying Group LLC	Non-MBE	Land Surveying Services	TBD
LG2 Environmental Solutions, Inc.	WBE	Planting & Nuisance Vegetation Removal	TBD
Onsite Environmental Consulting, LLC	WBE	Endangered/Threatened Species Mitigation, field support	TBD
The R-A-M Professional Group, Inc.	WBE	Land Surveying Land Architect and Arborist	TBD
Solid Rock Engineering	Native American	Stormwater Treatment	TBD
PQH Group, Inc.	MBE	Licensed Architect	TBD

Attach additional list of subcontractors/sub-consultants as needed

CONSULTANT/SUBCONTRACTOR/SUPPLIER TOTAL VALUES	
African-American Participation Total	\$ NA
Hispanic-American Participation Total	NA
Native-American Participation Total	NA
Asian-American Participation Total	NA
Woman Participation Total	NA
Non-MBE Participation Total	\$ NA

The undersigned will enter into a formal Agreement with the JSEB Suppliers/Consultants/Subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with the City of Jacksonville. Under penalties of perjury I declare that I have read the foregoing conditions and instructions and the facts are true to the best of my knowledge and beliefs.

Signature of Proposer:  Title: President Date: 09/16/2020

Print Name: Amy Yimin Fu, P.E.



# 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.

November 12, 2020

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

Dear Mayor Curry:

**Ref: P-14-20 Wetland Identification, Mitigation and Related Permitting Activities**  
Department of Public Works/Engineering & Construction Management Division

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 Alpha Envirotech Consulting, Inc., for Wetland Identification, Mitigation and Related Permitting Activities, that includes the attached Scope of Services identified as Exhibit "A" and Fee Schedule identified as Exhibit "B"; Each project performed under this agreement shall be authorized by an individual Purchase Order with a not-to-exceed cost applicable thereto; The maximum indebtedness of the City pursuant to this agreement is \$250,000.00; The Initial Period of Service will be for a two (2) year period with the option to extend such contract for two (2) additional 2-year periods upon satisfactory performance by the Consultant. All other terms and conditions of the Contract shall be as provided in the Request for Proposal and the City's Standard contract language.

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

Respectfully submitted,

*Gregory Pease*  
Gregory Pease, Chief  
Procurement Division  
Chairman, Professional Services  
Evaluation Committee

APPROVED:

*MR*  
*Lenny Curry*  
\_\_\_\_\_  
Lenny Curry, Mayor

This 16<sup>th</sup> day of November, 2020

GP ab

cc Council Auditor  
David Mgrif, OGC  
Subcommittee Members

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



Contract Purchase Agreement POA-70746-21



Agreement	POA-70746-21
Agreement Date	04-JAN-2021
Revision	0
Agreement Amount	250,000.00 USD
Solicitation Number	P-14-20

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

Supplier **Alpha Envirotech Consulting, Inc**  
 6894 ETHANS GLEN TERRACE  
 JACKSONVILLE, FL 32256

Notes

Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
20321	Net 30	Freight Prepaid	FOB Destination	Best Way
Start Date	End Date	Confirm To		
16-Nov-2020	01-Nov-2022	Alexzandria Baker abaker@coj.net Phone 904-2558830		

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 Gregory Pease, Chief Procurement Division



A NEW DAY

# City of Jacksonville, Florida

*Donna Deegan, Mayor*

Department of Public Works  
Engineering & Construction Management Division  
214 N. Hogan Street, 10<sup>th</sup> Floor  
Jacksonville, FL 32202  
(904) 255-8762  
Jacksonville.gov

April 23, 2024

TO: Dustin Freeman, Chairman  
Professional Services Evaluation Committee

THRU: Nina Sickler, P.E. DocuSigned by: Nina Sickler 155427105023437  
Director of Public Works

FROM: Steven D. Long, Jr., P.E. DocuSigned by: Steven D. Long Jr. 1479558745F248C  
Director of Operations

Michael Derbaum, P.E. DocuSigned by: Michael Derbaum 88C4275884EC438  
Professional Engineer

Fred Sumter DocuSigned by: Fred Sumter 1F41C85595F8841A  
Public Works Construction Project Manager

SUBJECT: Shortlist Recommendation P-47-23  
CSI Geo, Inc.  
Construction Engineering and Inspection Services for Belfort Road between AC Skinner and Gate Parkway

The subcommittee received five (5) proposals for evaluation for the subject project and found it to be responsive, interested, qualified and available to provide the services required by the RFP.

The proposals were evaluated using the criteria outlined in the Purchasing Code as augmented by the RFP (see attached matrix).

Based on the above, the following firms listed alphabetically were determined to be the most qualified of those submitting proposals. The ranking of first, second, and third designates the order of qualification of these firms to perform the required services.

- 3. Construction & Engineering Services Consultants, Inc.
- 1. CSI Geo, Inc.
- 2. The Gibbs Group, Inc.

We recommend that the above list be forwarded to the Mayor for final selection.

SDL/lw

Attachment: Scoring Matrix

'24 APR 29 AM 8:56:00







A NEW DAY.

# City of Jacksonville, Florida

*Donna Deegan, Mayor*

Department of Public Works  
214 N. Hogan St., 10<sup>th</sup> Floor  
Jacksonville, FL 32202  
(904) 630-CITY  
Jacksonville.gov

## MEMORANDUM

**TO:** Dustin Freeman, Chairperson  
Professional Services Evaluation Committee

**THRU** Nina Sickler, P. E.  
Director of Public Works

**FROM:** Tim Rogers, Library Director  
Jacksonville Public Library

Nikita Reed, P. E., Engineering Operations Manager  
Engineering and Construction Management Division

**SUBJECT:** Request for Proposals – RFP NO. P-03-24  
Professional Architectural Services for Renovation of the Beaches Branch Library

**DATE:** April 23, 2024

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Please take appropriate action to issue the attached Request for Proposals (RFP) for subject professional services.

The following information is furnished as required by the Ordinance Code and Procurement Department Regulations:

1. The general purpose of these services is stated in the accompanying RFP.
2. The objective of this request is to make available professional services as stated in the RFP.
3. The services shall be performed in accordance with negotiated time schedules.
4. The cost of these services is estimated at approximately \$1,400,000.
5. These services will not duplicate prior or existing work.
6. There are no current or prior services directly related to this request.
7. Coordination has been completed between the pertinent Divisions of the Department of Public Works for proper utilization of these services.
8. The Department of Public Works does not have the in-house capabilities to provide these services.

9. A subcommittee composed of Tim Rogers, Library Director, Jacksonville Public Library, (904) 255-6080, and Nikita Reed, P. E., Engineering Operations Manager, Engineering and Construction Management Division, (904) 255-8702, is assigned to review submittals for this RFP.
10. Internal Services administrative costs should be charged to Account No. PWEN011AD.
11. Funding will be identified at the time purchase orders are issued for these services.
12. All firms who have expressed an interest in furnishing Professional Engineering Services as detailed in the RFP should be mailed a notice of this RFP.
13. The subcommittee members assigned to this RFP have read and understand the Procurement Administrative Code dated April 2022.
14. Three (3) weeks is believed to be sufficient time for interested parties to respond to this RFP.

We certify the contents of this memorandum are correct and true to the best of our knowledge.

**Attachments:** Request for Proposals P-03-24  
Risk Management Approval (sent to Procurement by e-mail)  
EBO Approval (sent to Procurement by e-mail)

**cc:** Tammy Duggan, PW Contracts and Finance Manager  
Lori West, Contract Specialist