

9988

CONTRACT BETWEEN
CITY OF JACKSONVILLE
AND
ADVANCE ENGINEERED SOLUTIONS, INC. (d/b/a FLORIDA BLUEPRINT SERVICE)
FOR
BID DOCUMENT MANAGEMENT SERVICES

THIS CONTRACT, made and entered into this 24th day of April, 2014 (the "Effective Date"), by and between the City of Jacksonville, Florida (the "City"), and Advance Engineered Solutions, Inc. (d/b/a Florida Blueprint Service) ("Company"), a Florida corporation with offices at 542 South Edgewood Ave., Jacksonville, FL 32205.

IN CONSIDERATION OF the mutual covenants contained below, the parties agree as follows:

1. **Performance of Services.** Company shall provide the City with the services ("Services") as set forth on Company's 2-page letter dated March 25, 2014, a copy of which is attached hereto (the "Offer Letter"). If any services, functions or responsibilities not specifically described in the letter are necessary for the proper performance and provision of the Services, they shall be deemed to be implied by and included within the Offer Letter.

2. **Compensation.** Company will not charge the City for the Services but may charge third parties to access the City's documents at the rates set forth in the Offer Letter.

3. **Maximum Indebtedness.** The City's maximum indebtedness for all products and services under this Contract shall be a fixed monetary amount not-to-exceed ZERO DOLLARS (\$0.00).

4. **Term.** The initial term of this Contract shall commence on the Effective Date and shall expire on September 30, 2015. This Contract may be renewed for up to four additional one (1) year periods by (i) the City upon written notice to Company at least sixty (60) days prior to end of then-current term, or (ii) upon the mutual agreement of the parties. The City reserves the right to terminate the Contract at any time and for any reason by giving written notice to Company.

5. **Service Warranties.** Company warrants that the Services shall be performed in a professional, first-class manner and in accordance with standards prevailing in the industry.

6. **Non-Discrimination.** As required by Section 126.404, Jacksonville Ordinance Code, Company represents that it has adopted and will maintain a policy of non-discrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age or handicap, in all areas of employment relations, throughout the term of the Contract. Company 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 Company 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.

7. **Conflicts of Interest.** Company acknowledges that Section 126.112, Jacksonville 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.

8. **Contingent Fees Prohibited.** In conformity with Section 126.306, Jacksonville Ordinance Code, Company warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Company, to solicit or secure the 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 Company, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of the Contract.

9. **Compliance with Applicable Laws.** Company 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.

10. **Governing State Law/Severability/Venue/Waiver of Jury Trial.** The rights, obligations and remedies of the parties as specified under the Contract shall be interpreted and governed in all aspects by the laws of the State of Florida. Should any provision of the 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 the 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.

35. **Notices.** All notices under this Contract 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 the City:

City of Jacksonville Procurement Division
214 N. Hogan St
Jacksonville, FL 32202

As to the Company:

Florida Blueprint Service
542 South Edgewood Ave.
Jacksonville, FL 32205

36. **Contract Managers.** Each Party will 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 the terms of this Contract. 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 via email.

37. **Relationship of the Parties.** In performance of the Services, Company shall be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture or associate of the City. Company 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.

38. Entire Agreement. This Contract constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by the Company. 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. Company acknowledges that it is entering into this Contract for its own purposes and not for the benefit of any third party.

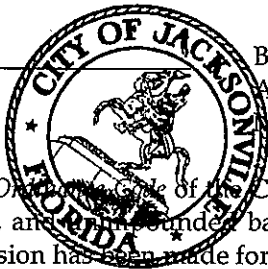
39. Amendments. All changes to, additions to, modifications of, or amendment to this Contract, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

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

ATTEST:

CITY OF JACKSONVILLE

By: J. Timothy Horkan
J. Timothy Horkan
Corporation Secretary



By: Karen Bowling
Alvin Brown
Mayor

In compliance with the Ordinance of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and uncommitted balance in the appropriation sufficient to cover the foregoing Agreement, and provision has been made for the payment of the monies provided therein to be paid from the following account:

By: C. Ronald Belton
Director of Finance
9988
BT

Form Approved:

By: J. Timothy Horkan
Office of General Counsel

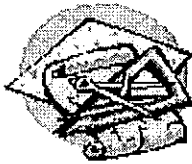
Karen Bowling
Chief Administrative Officer
For: Mayor Alvin Brown
Under Authority of:
Executive Order No. 2013-04

ATTEST:

ADVANCE ENGINEERED SOLUTIONS, INC.
(d/b/a FLORIDA BLUEPRINT SERVICE)

By: Tony Balciunas
Signature
Tony Balciunas
Type/Print Name

By: Charles S. Williams
Signature
Charles S. Williams
Type/Print Name
Director of Operations
Title



FLORIDA BLUE PRINT SERVICE

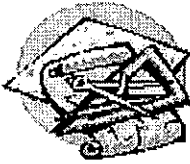
642 South Edgewood Avenue
Jacksonville, Florida 32205

March 25, 2014
Intra-Governmental
Services Department
214 N. Hogan St.
Jacksonville, FL. 32202

Services

Document Management & Control System

- **Fast & painless file transfer**
Send unlimited number of files with instructions, and instant e-mail notification of file receipt.
- **Public or private access to your projects**
We can post your jobs to our planroom as public or private. Public allows any user to view & order from the job. With a private job you can control access by only giving the password (job key) to authorized personnel.
- **Job calendar**
Contractors can view a calendar of jobs by bid date. Clicking on a job from the calendar provides a direct link to the job details.
- **Electronic downloads**
Your contractors can download electronic files at any time directly from our planroom & pay with their credit card.
- **Easy viewing of documents**
Your contractors can view your drawings online using their web browser. No software to download & install.
- **Automated planholders lists**
Stay informed about the activity of your jobs by viewing the list of contractors that have placed orders. A planholder will be defined as anyone who has ordered the hard copy of the construction documents or has downloaded them from the website.
- **Activity Tracking**
We can track whenever a user views, downloads, or orders documents. You can view reports with this information in real time.



FLORIDA BLUE PRINT SERVICE

542 South Edgewood Avenue
Jacksonville, Florida 32205

- **Notify contractors of any construction document changes**
We can send out e-mail notifications to all planholders for a job notifying them about revisions, addenda, or other updates.
- **Invitation to bid**
Manage your own address book of contractors & send out mass email ITBs with just a few clicks. Watch in real time as recipients view your project & provide their response.

Pricing

There will be **NO COST** to your department regarding the utilization of "Document Management & Control System".

We will upload & maintain all construction documents pertaining to your projects **FREE OF CHARGE**.

We will charge anyone who orders the construction documents the following:

- Wide format black & white prints will be billed at \$0.20 per sq. ft.
- 8 ½" x 11" black & white copies will be billed at \$0.10 per impression.
- Electronic download of wide format prints will be \$0.50 per impression.
- Electronic download of 8 ½" x 11" prints will be \$0.05 per impression.

Very Respectfully,

Tony Balciunas
Business Development Manager