

7846-02

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

Management and Maintenance/Caretaker Agreement

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

This AGREEMENT is made and entered into in duplicate as of the 1st day of August, 2013 (the "Effective Date"), by and between the CITY OF JACKSONVILLE, a municipal corporation in Duval County, Florida (the "City"); and VT GRIFFIN SERVICES, INC., a Georgia corporation authorized to do business in the State of Florida, with offices at 10745 Westside Way, Suite 300, Alpharetta, Georgia 30009 (the "Caretaker"), for Management and Maintenance/Caretaker Support at Cecil Commerce Center (the "Project").

WITNESSETH:

WHEREAS, the City prepared a Request for Proposals No. P-16-13 (the "RFP") for the Project and solicited proposals from interested firms; and

WHEREAS, the Caretaker submitted a proposal dated April 17, 2013 to the City (the "Proposal") and was selected by the City as the best and most qualified applicant; and

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

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

**Article 1.
BASIC SERVICES OF THE CARETAKER**

1.1 Statement of Caretaker Services

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

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

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

If any services, functions or responsibilities not specifically described in this Agreement are necessary for the proper performance and provision of the Services, they shall be deemed to


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

1.2 Coordination and Services Provided by City:

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


1.3 Duration of Agreement; Renewal; Termination

1.3.1 This Agreement shall commence on the day and year first above written and shall continue and remain in full force and effect thereafter until July 31, 2014; or earlier termination as provided in Section 5.1 hereof. A revised Scope of Work and fee therefor will be negotiated with the Caretaker each September for the subsequent fiscal year's work, and an amendment to the Agreement will be executed authorizing such scope of work and additional fee. At the option of the City, and upon satisfactory performance by the Caretaker, this Agreement may extended for up to an additional four (4) one-year periods, upon the same terms and conditions as set forth herein.

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

1.3.3 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 for any reason by giving Caretaker twenty-four (24) hours oral notice with written confirmation following. In the event this Agreement is terminated, the Caretaker shall be paid for any unpaid billings for all Services performed up to the date of receiving notice of termination, reasonable costs and fees associated with an orderly close-out of the work to the extent authorized in writing by the City.

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



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1.4 Commencement of Work

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

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

1.5 General Requirements

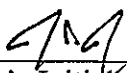
The Caretaker shall serve as the City's professional representative on the Project and shall consult with the City during the performance of its services. The Caretaker warrants that it now has or will secure at its own expense all personnel and equipment required to perform all services under this Agreement.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

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

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

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

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

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

1.6 Maintenance/Caretaker Support Services

1.6.1 The level of service and frequency thereof for all services and facilities and grounds maintenance shall be as specified in the Scope of Services contained Section 4 of the RFP and the Proposal, all of which by this reference are made a part hereof. All services performed by the Caretaker shall also be in accordance with the Work Plan for Management and Maintenance/Caretaker Support at Cecil Commerce Center (including Quality Control Plan, Safety Plan, and Property Control Manual) as submitted by the Caretaker to the City on July 12, 2013 (the "Work Plan").

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

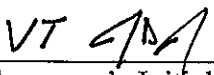
1.6.3 The Caretaker shall coordinate services performed by sub-consultants and act as the City's technical representative in connection therewith. The Caretaker certifies that it will attempt, to the best of its ability and in accordance with sound fiscal practice, to utilize City of Jacksonville certified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

1.7 Pricing of Work

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

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

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

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Maintenance and RS Means Facilities Construction Cost Data guides, current edition for the Jacksonville, Florida area.

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

Article 2.
THE CITY'S RESPONSIBILITIES

The City shall:

- (a) Advise as to its requirements for the work.
- (b) Assist the Caretaker by placing at its disposal all available information pertinent to the Project which the City may have.
- (c) Guarantee access to and make all provisions for the Caretaker to enter upon public and private lands as required by the Caretaker to perform its work under this Agreement.
- (d) Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Caretaker and render decisions pertaining thereto within a reasonable time so as not to delay the work of the Caretaker. The City's review of any documents prepared by the Caretaker shall be solely for the purpose of determining whether such documents are generally consistent with the City's construction and maintenance programs and policy. No review of such documents shall relieve the Caretaker of its responsibility for the final accuracy, adequacy, fitness, suitability and coordination of its work efforts.
- (e) Provide such legal, accounting and insurance counseling services as may be required for the work, and such auditing services as the City may require, for its own benefit.
- (f) Through the Executive Director of the Office of Economic Development, designate in writing a person to act as the City's Project Manager with respect to the work and services to be performed under this Agreement, who shall have complete authority to transmit instructions, receive information, interpret and define the City's policies, and make decisions with respect to the work and services covered by this Agreement.
- (g) Assist the Caretaker in securing approval of all governmental authorities having jurisdiction over the Project, and other approvals and consents

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from such other individuals or bodies as may be necessary for completion of the work.

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

Article 3.
PAYMENT FOR SERVICES OF THE CARETAKER

3.1 Payment to Caretaker - Ongoing

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

3.1.1 For Management and Maintenance/Caretaker Support Services as described in the Work Plan, an amount not-to-exceed ONE MILLION ONE HUNDRED THIRTY NINE THOUSAND NINE HUNDRED AND NINE and 00/100 Dollars (\$1,139,909.00).

3.1.2 For "Over and Above Services" as described in Section 1.7 hereof, an amount not-to-exceed ONE HUNDRED FIFTY THOUSAND AND 00/100 Dollars (\$150,000.00).

3.2 Invoices - Costs

The Caretaker shall submit invoices for payment or reimbursement under Section 3.1 on an "as-incurred" basis. Such invoices shall constitute the Caretaker's regular invoices as set forth in Section 3.3 hereof. The cost of services provided by the Caretaker shall be paid at the rates shown in the Price Proposal Summary attached hereto as Exhibit A, and by this reference made a part hereof. For invoicing purposes, said rates may be marked-up by 5.0% for Management Fee. The cost of services provided to the Caretaker by others shall be reimbursed at invoiced amount plus the 5.0% Management Fee mark-up by Caretaker. Travel expenses, if provided for as a reimbursable expense in Exhibit A, shall be reimbursed only to the extent provided by Chapter 106, Part 7 of the Ordinance Code of the City. Travel expenses not specifically covered by said Chapter shall be reimbursed only to the extent provided by the uniform policies and practices of the City.

3.3 Invoices - Form

The Caretaker shall submit written invoices not more than often than monthly in such form and containing such documentation as reasonably required by the City's Project Manager in order to establish charges and to enable compensation therefor by the City as soon as practicable upon receipt, review and approval of each such invoice, but in any event within 30 days after approved. Each such invoice shall include the amount of payment requested, the amount

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previously paid, the total contract value, the percent completed since the last invoice, the total percent completed to date, and any other such information as may be reasonable and necessary to secure the written approval of the invoice by the City's Project Manager. Each invoice shall contain a statement that it is made subject to the provisions and penalty of Section 837.06, Florida Statutes.

3.4 Invoices required before Payment

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

3.5 Maximum Indebtedness

Based on the initial proposal and Work Plan negotiated, the maximum indebtedness of the City for all services and reimbursables pursuant to this Agreement shall not exceed the sum of ONE MILLION TWO HUNDRED EIGHTY-NINE THOUSAND NINE HUNDRED NINE and 00/100 Dollars (\$1,289,909.00). This amount may be increased based on increased caretaker requirements at Cecil Commerce Center by bi-lateral agreement of the parties upon execution of an amendment to this Agreement specifically increasing the City's maximum indebtedness.

Article 4. ADDITIONAL SERVICES OF THE CARETAKER

4.1 Authorized Additional Services

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

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

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

Article 5. GENERAL CONDITIONS

5.1 Delays:

Neither party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such obligation is prevented or delayed by any cause beyond the reasonable control of the affected party, and the time for performance of either

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party hereunder shall in such event be extended for a period equal to any time lost due to such prevention or delay.

5.2 Suspension of Services:

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

5.3 Termination

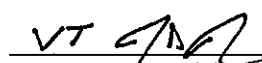
5.3.1 This Agreement shall continue and remain in full force and effect, as to all of its terms, conditions, and provisions as set forth herein, until and unless the City shall give written notice to the Caretaker of its desire to terminate this contract with or without cause on a specified time and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

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

5.4 Indemnity:

5.4.1 The Caretaker, and without limitation, its agents and sub-consultants (individually or collectively referred to as the "Indemnifying Parties"), shall hold harmless, indemnify, and defend the City, including without limitation, its officers, directors, employees, representatives, agents (individually or collectively referred to as the "Indemnified Parties") from and against:

(a) *General Tort Liability*, including without limitation any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney fees) which may be incurred by, charged to or recovered from any of the


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foregoing, (a) arising directly or indirectly out of any of the Indemnifying Parties' operations, work or services performed in connection with this Agreement including, but not limited to, any and all claims for damages as a result of the injury to or death of any person or persons, or damage to or destruction of any property which arises as a result of any negligent act or omission on the part of the Indemnifying Parties, regardless of where the damage, injury or death occurred, or (b) arising out of the failure of the Indemnifying Parties to keep, observe or perform any obligations under this Agreement or in any other document or instrument delivered by the Indemnifying Parties, pursuant to this Agreement; and

(b) *Environmental Liability*, including without limitation, any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs of cleanup, containment or other remediation, and all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney fees) arising from or in connection with (a) the Indemnifying Parties' actions or activities that result in a violation on any environmental law, ordinance, rule, or regulation or that leads to an environmental claim or citation or to damages due to the Indemnifying Parties' activities, (b) any environmental, health and safety liabilities arising out of or relating to the operation or other activities performed in connection with this Agreement by the Indemnifying Parties at any time on or prior to the day and year first above written, or (c) any bodily injury (including illness, disability and death, regardless of when any such bodily injury occurred, was incurred or manifested itself), personal injury, property damage (including trespass, nuisance, wrongful eviction and deprivation of the use of real property) or other damage of or to any person in any way arising from or allegedly arising from any hazardous activity conducted by the Indemnifying Parties. The City will be entitled to control any remedial action, any proceeding relating to an environmental claim; and

(c) *Intellectual Property Liability*, including without limitation any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney fees), arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right, and will pay all costs (including, but not limited to attorney's fees and court costs), damages, charges, and expenses charged to the Indemnified Parties by reason thereof. If in any suit or proceeding, the Services, or any product generated by the Services, are held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall, immediately, make every reasonable effort to secure for the Indemnified Parties a license, authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties

shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to the City, so that the Service or product is non-infringing; and

(d) *Violation of Laws Liability*, including without limitation, any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney fees) arising from or based upon the violation of any federal, state, or municipal laws, statutes, resolutions, rules or regulations, by the Indemnifying Parties or those under their control; and

(e) *Liability from Breach of Representations, Warranties and Obligations*, including with out limitation any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney fees) which may be incurred by, charged to or recovered from any of the foregoing, arising directly or indirectly out of (a) any breach of any representation or warranty made by the Indemnifying Parties in connection with this Agreement or in any certificate, document, writing or other instrument delivered by the Indemnifying Parties pursuant to this Agreement or (b) any breach of any covenant or obligation of the Indemnifying Parties set forth in this Agreement or any other any certificate, document, writing or other instrument delivered by the Indemnifying Parties pursuant to this Agreement.

The indemnification requirements in Section 5.4.1 are separate and apart from, and are in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This Section 5.4 relating to indemnification shall survive the term of this Agreement and any holdover and/or contract extensions thereto, whether such term expires naturally by the passage of time or is terminated earlier pursuant to the provisions of this Agreement.

5.5 Insurance

5.5.1 Without limiting its liability under this Agreement, the Caretaker shall procure and maintain during the life of this Agreement insurance of the types and in the minimum amounts set forth in Section 3.2.1 of the RFP.

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

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5.6 Successors and Assigns

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

5.7 Accuracy of Work:

5.7.1 In providing the Services under this Agreement, the Caretaker, including its officers, employees, agents and subcontractors, shall exercise that degree of skill and care required by customarily accepted good practices and procedures for the performance of the same or similar Services. The Caretaker shall be responsible for the accuracy of its work, including work by any subcontractors, and shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of the Caretaker or subcontractors, at no additional compensation. Acceptance of the work by the City shall not relieve the Caretaker of the responsibility for subsequent corrections of any such errors and the clarification of any ambiguities.

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

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

5.8 Nonwaiver:

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



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5.9 Ownership of Documents and Equipment:

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

5.10 Compliance With State and Other Laws

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

5.11 Settlement of Claims

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

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

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

5.12 Non-Discrimination Provisions:

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

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

5.13 Prohibition Against Contingent Fees

In conformity with Section 126.306, *Ordinance Code*:

The Caretaker warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Caretaker, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Caretaker, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of these provisions, the City shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.


5.14 Truth In Negotiation Certificate

In conformity with Section 126.305, *Ordinance Code*:

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

5.15 Independent Contractor

In the performance of this Agreement, the Caretaker shall be acting in the capacity of an independent contractor, and not as an agent, employee, partner, joint venturer or associate of the



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City. The Caretaker shall be solely responsible for the means, methods, techniques, sequences and procedures utilized in the full performance of this Agreement.

5.16 Retention of Records/Audit:

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

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


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

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

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

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

5.16.7 The Caretaker must permit the City to interview any employees and subcontractor employees of the Caretaker to assure the City of the satisfactory


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

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

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

5.17 Governing State Law/Venue/Severability:

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

5.18 Article Headings:


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

5.19 Construction

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

5.20 Successors and Assigns/Personal Liability:

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



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shall be construed as creating any personal liability on the part of any officer, employee or agent of the City.

5.21 Notice:

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

As to the City:

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

With copies to:

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

As to the Caretaker:

VT Griffin Service, Inc.
Attn: Allen Garner
10745 Westside Way, Suite 300
Alpharetta, GA 30044

With copies to:

Cecil Commerce Center
Attn: James Jelsma
6112 New World Ave.
Jacksonville, Florida 32221
5.22 Caretaker Defined:

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

VT [Signature]
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5.23 Ethics in Professional Service Agreements:

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

5.24 Conflict of Interest:

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

5.25 Public Entity Crimes Notice:

The parties are aware and understand that a person or affiliate who has been placed on the State of Florida Convicted Vendor List, following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity, in excess of \$25,000.00, for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.

5.26 Entire Agreement/Amendments:

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

5.27 Prompt Payment:

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


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Caretaker shall pay all undisputed amounts due within the time limits imposed by this Section.

5.27.2 Jacksonville Small and Emerging Business Participation. Pursuant to Section 126.605 of the Jacksonville Ordinance Code (referred hereinafter as the "Code"), Caretaker shall pay all contracts awarded with certified Jacksonville Small and Emerging Businesses ("JSEB") and Minority Business Enterprises ("MBE"), as defined therein, their pro rata share of their earned portion of the progress payments made by the City, under this Agreement, within three (3) business days after Caretaker's receipt of payment from the City (less proper retainage). The pro-rata share shall be based on all work completed, materials and equipment furnished, or services performed by the certified JSEB or MBE at the time of payment. As a condition precedent to progress and final payments to the Caretaker, the Caretaker shall provide to the City, with its requisition for payment, documentation that sufficiently demonstrates that Caretaker has made proper payments to its certified JSEBs or MBEs from all prior payments the Caretaker has received from the City. Caretaker shall not unreasonably withhold payments to certified JSEB and MBEs if such payments have been made to the Caretaker. If Caretaker withholds payment to its certified JSEBs or MBEs, which payment the City has made to the Caretaker, the Caretaker shall return said payment to the City. Caretaker shall provide notice to the City and to the certified JSEBs or MBEs whose payment is in dispute, which notice shall: (i) shall be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to the City and said JSEBs or MBEs within five (5) calendar days after the Caretaker's receipt of payment from the City. Caretaker shall pay all undisputed amounts due within the time limits imposed in this Section. The failure to pay undisputed amounts to the JSEBs or MBEs within three (3) business days shall be a breach of this Agreement, compensable by one per-cent (1%) of the outstanding invoice being withheld by the City, not as a penalty, but as liquidated damages to compensate for the additional contract administration by the City.

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

5.28 **Incorporation by Reference:**

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

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referenced in this Agreement are, by this reference made a part hereof and are incorporated herein.

5.29 Order of Precedence:

In the event of any conflict between or among the provisions of this Agreement and those of any exhibit attached hereto or of any amendment, the priority, in decreasing order of precedence shall be: (1) any fully executed amendment to this Agreement; (2) provisions in this Agreement; and (3) exhibits to this Agreement; (4) the RFP; and (5) the Proposal. Provided, however, that to the extent the Proposal contains exceptions to, or modifications of the RFP, such exceptions or modifications are stricken unless the City affirmatively accepts the exceptions or modifications in this Agreement.

5.30 Counterparts

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

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

ATTEST:

CITY OF JACKSONVILLE

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



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

ATTEST:

VT Griffin, Inc.

By: Gary Sutton
Print Name: Gary Sutton
Title: Production Supervisor

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

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

C. Ronald Self
Director of Administration and Finance
7846-02

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Form Approved:


Office of General Counsel

G:\Gov't Operations\Juliana\OED\Cecil General\VT Griffin\2013 Contract\VT Griffin Agreement v01 06-28-13.doc

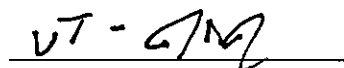

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Exhibit A
Budget

VT CWA
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BUDGETED ESTIMATE PLAN
AUGUST 1 2013 - JULY 31, 2014

DRAFT

ESTIMATED
BUDGET
ESTIMATE PLAN
AUG. 1, 2013 - JUL 31, 2014

| GENERAL COST AREA | | |
|-------------------|---------------------------------------|---------------------|
| 1 | Administrative Requirement | \$ 213,597 |
| 2 | Facility Maintenance Services | \$ 420,440 |
| 3 | Pest Control Services | \$ 3,837 |
| 4 | Grounds and Surfaced Areas Maint Serv | \$ 432,367 |
| 5 | Enironmental | \$ 5,324 |
| 6 | Refuse/Recycle | \$ 2,920 |
| 7 | Contingency (Over & Above) | \$ 150,000 |
| | Sub Totals | \$ 1,228,485 |
| | Management Fee (5.0%) | \$ 61,424 |
| | Contract Amount Subtotal | \$ 1,289,909 |
| | GRAND TOTAL | \$ 1,289,909 |

**ANNEX 1
ADMINISTRATIVE REQUIREMENTS**

| ANNEX 1 COSTS ADMN REQ | EST |
|--|-------------------|
| | 08/01/13-07/31/14 |
| 3.1 DIRECT COSTS | |
| A. VEHICLE OPERATING EXPENSE | 24,383 |
| B. TELEPHONE & COMMUNICATION | 11,499 |
| C. INSURANCE | 6,388 |
| D. PERMITS, LICENSES, REGISTRATION, & T | 1,278 |
| E. SOFTWARE/OFFICE EQUIPMENT RENTAL MAINTENANCE | 6,176 |
| F. OFFICE SUPPLIES | 5,324 |
| G. POSTAGE, FEDERAL EXPRESS, COURIER | 1,278 |
| H. UTILITIES | 1,278 |
| SUBTOTAL | 57,603 |
| 3.2 LABOR | |
| SUBTOTAL | 155,994 |
| TOTAL ANNEX 1 | 213,597 |

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**ANNEX 2
FACILITIES MAINTENANCE SERVICES**

| | |
|---|-------------------|
| ANNEX 2 COSTS FAC MAINT SERV | EST |
| | 08/01/13-07/31/14 |
| 1.1 SUBCONTRACTOR COSTS | |
| A. SERVICE CALLS | 38,331 |
| B. HVAC MAINTENANCE & REPAIR | 19,165 |
| D. CUSTODIAL | 12,649 |
| E. FIRE PROTECTION MAINTENANCE | 3,194 |
| SUBTOTAL | 73,340 |
| 1.2 LABOR | |
| A. SALARIES | 330,491 |
| SUBTOTAL | 330,491 |
| 1.3 MATERIALS & OTHER EXPENSES | |
| A. MATERIALS | 15,332 |
| B. SUB/SOLICITATION COSTS | 1,278 |
| SUBTOTAL | 16,610 |
| TOTAL ANNEX 2 | 420,440 |

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ANNEX 3
PEST CONTROL SERVICES

| | | |
|------------------------------|--|-------------------|
| ANNEX 3 COSTS PEST CONTROL | | 08/01/13-07/31/14 |
| 1.1 SUBCONTRACTOR COSTS | | |
| C. * PEST CONTROL, BUILDINGS | | 2,875 |
| SUBTOTAL | | 2,875 |
| 1.2 LABOR | | |
| A. SALARIES | | 962 |
| SUBTOTAL | | 962 |
| * termite bonding #332 incl | | |
| TOTAL ANNEX 3 | | 3,837 |

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ANNEX 4
 GROUNDS AND SURFACED AREAS MAINTENANCE SERVICES

| ANNEX 4 COSTS GROUNDS | | 08/01/13-07/31/14 |
|---|-----------|-------------------|
| 1.1 SUBCONTRACTOR COSTS - SOUTH SIDE | | |
| A. GRASS MOWING & MAINT (GREEN) | \$ | 138,412 |
| B. GRASS MOWING & MAINT (YELLOW) | \$ | 12,937 |
| C. LEVEL "A" BUILDINGS | \$ | 21,210 |
| D. STREET SWEEPING | \$ | 3,727 |
| E. CURB, SIDEWALK EDGING | \$ | 14,693 |
| F. STORM WATER DRAINAGE LAKE FRETWELL | \$ | 2,555 |
| G. CLEAN MISC. STORM DRAINS | \$ | 958 |
| H. HYSLER CEMETERY | \$ | 1,917 |
| I. TREAT/MAINTAIN LAKE FRETWELL | \$ | 8,092 |
| J. IRRIGATION SYSTEM MAINT | \$ | 6,388 |
| K. FLOWERBED MAINT | \$ | 2,147 |
| L. GENERAL FUND/PERMITS | \$ | 10,647 |
| | \$ | 223,684 |
| 1.2 SUBCONTRACTOR COSTS - NORTH SIDE | | |
| A. GRASS MOWING & MAINT | \$ | 21,580 |
| B. CURB, SIDEWALK EDGING | \$ | 15,153 |
| C. FLOWERBED MAINT | \$ | 14,055 |
| D. IRRIGATION SYSTEM MAINT | \$ | 6,388 |
| E. STORM WATER DRAINAGE W. NEW WORLD | \$ | 46,832 |
| F. CLEAN RETENTION POND OUTFALLS | \$ | 2,555 |
| G. STREET SWEEPING | \$ | 3,194 |
| H. GENERAL FUND/SERVICE CALLS | \$ | 10,647 |
| | \$ | 120,406 |
| SUBTOTAL | \$ | 344,089 |
| 1.3 LABOR | | |
| A. SALARIES | \$ | 48,137 |
| SUBTOTAL | \$ | 48,137 |
| 1.4 MATERIALS & OTHER EXPENSES | | |
| A. FERT/PEST CONTROL/GARDS EQUIPMENT | \$ | 1,065 |
| B. FERT/PEST CONTROL/GARDS MATERIALS | \$ | 12,245 |
| C. SPRINKLER SYSTEM MAINTENANCE | \$ | 3,833 |
| D. UTIL/METERS | \$ | 22,998 |
| SUBTOTAL | \$ | 40,141 |
| TOTAL ANNEX 4 | \$ | 432,367 |

ANNEX 5
ENVIRONMENTAL

| | |
|--------------------------------|------------------|
| ANNEX 5 COSTS | |
| ENVIRONMENTAL | 8/01/13-07/31/14 |
| DRAFT | |
| 7.1 LABOR/SUBCONTRACTORS COSTS | 5,324 |
| SUBTOTAL | 5,324 |
| TOTAL ANNEX 5 | 5,324 |

ANNEX 6
REFUSE/RECYCLE SERVICES

| | | |
|--------------------------------|----|-------------------|
| ANNEX 6 COSTS REFUSE/RECYCLE | | 08/01/13-07/31/14 |
| 1.1 SUBCONTRACTOR COSTS | | |
| A. WASTE DISPOSAL | \$ | 1,958 |
| SUBTOTAL | \$ | 1,958 |
| 1.2 LABOR | | |
| A. SALARIES | \$ | 962 |
| SUBTOTAL | \$ | 962 |
| TOTAL ANNEX 6 | | \$ 2,920 |

OVER ABOVE PROJECTS

| OVER & ABOVE | | |
|---|-----------|----------------|
| | | |
| | | |
| MAINTENANCE, REPAIR & REPLACEMENT PROJECTS | | |
| REPAIRS AND MAINTENANCE TO VARIOUS BLDGS/FACILITIES | \$ | 150,000 |
| TOTAL OVER & ABOVE | \$ | 150,000 |
| | | |
| | | |

Exhibit B
Over and Above Services

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Cecil Commerce Center

Capital Improvements as funding becomes available

| Item | Description-location | Estimated Cost |
|------------------------|---|----------------------------|
| HVAC MECHANICAL | | |
| 1 | Building 190 - 6,665 SF (Unoccupied office building) (2) 7.5 Ton and (1) 5 Ton are close to 20 years old and in need of replacement | \$28,000.00 |
| 2 | Building 198 - 6,122 SF (Unoccupied office/small warehouse building) (2) 1.5 ton split systems are old and in need of replacement All other units were installed in 2004/5. Renovation project was cancelled and unit installation was never completed | \$4,700.00 \$5,500.00 |
| 3 | Building 333 - 8,116 SF (Conference center) AC units are close to 20 years old requiring constant repair and in need of replacement | \$60,000.00 |
| 4 | Building 374 - 1,800 SF (Office building) 5 ton split system, (1) 3 ton split system are close to 15 years old and are in need of replacement | \$8,700.00 |
| 5 | Building 800 - 14,744 SF (Chapel 150, substation-US, forestry-VT) (8) 5 ton wall units that supply heating and cooling to the chapel area are close to 20 years old and in need of replacement. Chiller unit that feeds the north and south wings needs to be replaced with heat pump systems. We have had numerous control problems and mechanical problems with the chiller unit. | \$27,500.00 \$69,000.00 |
| 6 | Building 808 - 46,800 SF (Old Medical/Dental dispensary) (1) 160 ton chiller is no longer operational. Air handlers throughout facility are beyond economical repair Steam supply to facility was removed years ago leaving no heating capabilities. Recommend installation of DX equipment with VAV boxes. Estimated cost \$90K per quadrant | \$360,000.00 |

| | | | |
|---------------------------------------|--|--|---|
| 7 | Building 900 - 14,852 SF (Hillwood & M&I Offices) | Air Handler Units are old, worn out and in need of replacement 30 ton roof unit is old and beyond economical repair | \$45,000.00 \$35,000.00 |
| 8 | Building 905W - 5,661 SF (Old General Dynamics area) | (1) 5 ton split system, (1) 6 ton split system are close to 20 years old and in need of replacement | \$15,000.00 |
| 9 | Building 905 - 24,247 SF | (1) 80 ton chiller is inoperable and 2 Air handler units are close to 20 years old | \$145,000.00 |
| 10 | Building 907 - 3,870 SF (Old M&I Office) | (2) 5 ton unit is close to 20 years old and in need of replacement | \$9,000.00 |
| 11 | Building 993 - 2,500 SF (Old Restaurant) | (2) 10 ton, (1) 7.5 ton, and (2) 5 ton roof top package units. Units are close to 20 years old and beyond economical repair only 2 are operational | \$46,000.00 |
| 12 | Various Facilities - 15 Locations | Existing HVAC condensing units are in need of protective cages fabricated and installed to prevent theft | \$15,000.00 |
| General Facilities Maintenance | | | |
| 13 | Building 68 - 60,000 SF Warehouse | Roof system is deteriorated, blistered and ponding water and needs to be replaced | \$220,000.00 |
| 14 | Building 190 - 6,663 SF (Unoccupied office building) | Carpet and Vinyl Tile are worn and in need of replacement Painting - Old Bellsouth Demarc area needs to be primed and painted. New ceiling needed in Old Bellsouth Demarc area Restrooms are in need of new paper towel holders, soap dispensers, trash receptacles and general cleaning Roofing is old, ponding water, and blistered and in need of replacement Exterior needs to be pressure washed and painted | \$25,000.00 \$8,500.00 \$16,300.00 \$11,000.00 \$26,000.00 \$12,500.00 |

| | | |
|----|--|-------------|
| | Exterior lighting is old and in need of replacement | \$1,600.00 |
| | Existing emergency generator hasn't ran in several years. The above ground fuel tank has been removed, needs new tank and generator reworked | \$27,000.00 |
| | Split electrical feed | \$20,000.00 |
| | | |
| | | |
| 15 | Building 198 - 9,122 SF Office Building | |
| | This facility does not have a fire protection system as per current NFPA Code. | \$22,000.00 |
| | Existing lighting is in need of replacement. | \$12,000.00 |
| | Interior walls need to be prepped, spot primed and painted. | \$25,000.00 |
| | Existing suspended ceiling is in need of replacement | \$22,000.00 |
| | Existing drywall ceiling is in need of replacement | \$40,000.00 |
| | Presently there are no ADA facilities in this building. New unisex ADA restroom needs to be constructed. | \$13,000.00 |
| | Entranceway and interior of facility needs to be altered, including enlarging (3) doors to allow ADA accessibility. | \$15,000.00 |
| | Exterior lights need to be re-lamped or replaced. | \$1,600.00 |
| | Roof is deteriorated and blistered and in need of replacement | \$29,000.00 |
| | | |
| | | |
| 16 | Building 200 - 14,966 SF Office Building | |
| | Existing carpet is in need of replacement with new industrial grade carpet or vinyl tile. | \$42,000.00 |
| | All offices need to be cleaned, prepped and painted. | \$16,500.00 |
| | Stained ceiling tile is in need of Replacement | \$15,500.00 |
| | Lighting is old and beyond economical repair and needs of replacement | \$3,200.00 |
| | Parking lot needs repair and restriping | \$5,500.00 |
| | | |
| | | |
| 17 | Building 202 - 400 SF Storage Building | |
| | (4) Rollup doors are deteriorated and beyond economical repair and in need of replacement | \$22,000.00 |
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| | | |
| 18 | Building 332 (Office Building) | |
| | Roof is deteriorated beyond economical repair and should be scheduled for replacement | \$22,000.00 |
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| 19 | Building 333 (Ceil Conference Center) | |
| | Lighting is old, deteriorated and in need of replacement | \$8,500.00 |

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| | Interior walls need Prep and Paint | \$5,200.00 |
| | Ceiling tiles are stained and in need of replacement | \$5,200.00 |
| | Carpet is old stained and in need of replacement | \$24,500.00 |
| | Remove Asbestos | \$12,000.00 |
| | Repair exterior - Spalling Brick | \$72,500.00 |
| | Replace deteriorated roof ladder | \$1,200.00 |
| | | |
| | | |
| 20 | Building 374 - 1,800 SF (Office building) | |
| | Exterior stucco is cracked and damaged | \$3,500.00 |
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| 21 | Building 396 - 4000 SF (Storage building) | |
| | Existing Gutters and Downspout are deteriorated and beyond economical repair, and should be replaced | \$5,500.00 |
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| 22 | Building 617 - 19798 SF (Unoccupied warehouse) | |
| | Facility is beyond economical repair and needs to be demolished | \$135,000.00 |
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| 23 | Building 808 - 46,800 SF (Unoccupied Medical / Dental Facility) | |
| | This facility does not have a fire protection system as per current NFPA Code. | \$325,000.00 |
| | Numerous light fixtures throughout facility need to be re-lamped or replaced. | \$34,000.00 |
| | Existing carpet is in need of replacement with new industrial grade carpet or vinyl tile. | \$93,000.00 |
| | Existing VCT is in need of repair, cleaning and polishing. | \$2,700.00 |
| | Interior walls have vinyl wall covering that needs to be removed and replaced or removed and walls cleaned, prepped and painted. | \$24,000.00 |
| | Several ceiling tiles throughout facility are in need of replacement. | \$12,500.00 |
| | Plumbing fixtures throughout facility have leaking seals; faucets and supply valves need to be replaced. | \$16,500.00 |
| | Existing roof has numerous blisters and is ponding water | \$750,000.00 |
| | Exterior needs to be pressure washed and painted. | \$10,500.00 |
| | Exterior lights need to be re-lamped or replaced. | \$8,200.00 |
| | Complete buildout including HVAC replacement | \$1,200,000.00 |
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|----------------|--|--|---|
| 24 | Building 900 - 14,852 SF Office Building | Several light fixtures need to be re-lamped or replaced (Lights are old and parts and ballasts are hard to locate) Existing carpet needs to be cleaned but is in generally good condition. All offices need to be cleaned, prepped and painted. | \$2,700.00 \$1,500.00 \$22,000.00 |
| 25 | Building 905, 905W & 905N - 35,366 SF | Replace Transformer For Freight Elevator Roof is deteriorated, blistered, ponding water and in need of replacement | \$600.00 \$123,900.00 |
| 26 | Building 907 - 3,870 SF (Old M&T Office) | Exterior needs pressure wash and paint Interior walls and doors need prep, spot prime and paint | \$4,600.00 \$5,500.00 |
| 27 | Building 993 - 2,500 SF (Old Restaurant) | Facility does not have a fire protection system that meets current NFPA requirements All light fixtures need to be re-lamped or replaced Existing vinyl floor tile in serving area and ceramic tile in food preparation area need to be repaired, cleaned, and sanitized. Interior painting in need of cleaning and touchup All ceiling tiles and grid are in need of replacement. Roof is deteriorated and in need of replacement Exterior needs to be pressure washed. Store front doors are in need of replacement | \$78,000.00 \$12,500.00 \$5,200.00 \$6,500.00 \$5,700.00 \$10,200.00 \$1,700.00 \$6,500.00 |
| Grounds | | | |
| 28 | Organic Ditch Maintenance | Clean storm water drainage ditches including trees up to 3" in Dia. (priced per 1000 Linear Foot) Clean storm water drainage ditches including trees over 3" in Dia. (priced per 1000 Linear Foot) Canal Drainage Modifications North Side (3 cut in existing berm and install 3 Weirs) | \$10,960.00 \$15,592.00 \$65,000.00 |
| 29 | General Grounds and Sidewalk Maintenance | Tree, Shrub, Mulch replacement as needed | \$50,000.00 |

