ONE CITY. ONE JACKSONVILLE.

City of Jacksonville, Florida

Daryl Joseph, Director

Parks, Recreation and Community Services Department
214 N Hogan Street, 4th Floor
Jacksonville, FL 32202
(904) 255-7903
www.coj.net

June 17, 2019

06/21/19 08:54:24
Procurement Division

MEMORANDUM

TO: Gregory Pease, Chief
Procurement Division

FROM: Robert Skalitzky, Chief
Natural and Marine Resources

RE: **P-26-16 SS#1 Marina and Waterways Professional Management Services Renewal**

The Parks, Recreation and Community Services Department respectfully recommends approval to exercise the first renewal option for one year, for the period of October 1, 2019 to September 30, 2020, for the marina and waterways professional management services with Suber Marine Services, Inc.

The same terms and conditions will apply. The annual $78,000.00 will be funded by RPOD011 03109.

The contract amendment will be executed by Office of General Counsel.

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 Rene'e Harriman at 255-8295

RS/rlh

Attachment: Letter from vendor
P-26-16 dated 2/21/16
License Agreement dated 10/1/16

CAPTAIN JAMES L. SUBER
Suber Marine Services Inc.
11250 St. Augustine Rd Suite 15271, JACKSONVILLE FL. 32258 (904)509-0588
subermarine@comcast.net

April 16, 2019

City Of Jacksonville
Department of Recreation and Parks
214 N Hogan St, 3rd Floor
Jacksonville, Florida 32202

ATT: Robert Skalitzky
Clair Stine

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

Mr. Skalitzky,

Please consider this my request and agreement to renew contract #9073-02 for a period of one year (10/1/19 – 9/30/20). 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 agreeing to no increase for this renewal if all contract requirements stay the same, making this agreement a total of $78,000.00, for a new total not to exceed $312,000.00

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

Sincerely,

Captain Jim Suber
Marine Management Consultant / Dockmaster

PROCUREMENT DIVISION

Jacksonville
Where Florida Begins.

February 18, 2016

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

Dear Mayor Curry:

Ref: P-26-16 SS#1 Marina and Waterways Professional Management Services
Recreation, Parks and Community Services Department

The Professional Services Evaluation Committee met today in Board Room 851 on the eighth floor of the Ed Ball Building, for the purpose of certifying a sole source, non-competitive purchase of professional services for the above-captioned project.

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

That the City of Jacksonville enter into an agreement with Captain James L. Suber, Jr. d.b.a. Suber Marine Services for Marina and Waterways Professional Management Services by: (i) incorporating the attached Scope of Services identified as Exhibit "A"; (ii) incorporating the attached Contract Fee Summary identified as Exhibit "B"; (iii) providing a period of service from October 1, 2016 through September 30, 2019, with two additional one-year renewal options available at terms mutually agreeable; (iv) providing an amount of $78,000.00 annually during the initial 3-year period for the services. All other terms and conditions are per the City's standard contract language. Nothing contained herein shall be amended, modified, or otherwise revised, without prior approval from the PSEC and the Mayor.

If the foregoing meets your approval, please affix your signature and return to my office.

Respectfully submitted,

Gregory Pease, Chief
Procurement Division
N.K. Chairman, Professional Services
Evaluation Committee

APPROVED:

MR

Lenny Curry, Mayor

This 24th day of February, 2016

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

GP: ab

CC: Council Auditor
John Sawyer, OGC
Philip Boston, GAD
Subcommittee Members

RECREATION, PARKS AND COMMUNITY SERVICES DEPARTMENT

Jacksonville
Where Florida Begins.

6 February 2016

MEMORANDUM

TO: Greg Pease, Chief of Procurement Division

FROM: Daryl Joseph, Director of Parks, Recreation & Community Services

SUBJECT: **Sole Source Contract for Marina and Waterways Professional Management Services**
P-26-16 SS#1

The city is in need of continuing Professional Management Services for the coordination of City sponsored water based activities (e.g. water taxi, boat parade, etc) for the Parks, Recreation and Community Services Department, public use of water access facilities (e.g. Metro Marina reservations) as well as coordinating, providing input and overseeing the public safety at water access sites, water access facility construction and repair, maintenance and permitting of the City of Jacksonville's marinas, docks, bulkheads, and boat ramps. These services require specialized knowledge of security procedures regarding waterways, vessel piloting skills, waterways navigational laws, waterways facilities operations, and a thorough knowledge of City of Jacksonville waterways, as well as the events occurring in and around them.

Captain James L. Suber, Jr. possesses extensive knowledge in all of the above areas. He worked with the Jacksonville Sheriff's Office for thirty-two (32) years, including seven (7) years experience in the Marine Unit. During the past ten (10) years in providing these services for the City of Jacksonville, he has shown he is knowledgeable in city practices, has been involved with all city special events occurring in and around our waterways, and has an excellent working relationship with the City's Waterways Commission and many government agencies with whom he is required to interact with per the scope of this contract.

Accordingly, this Department respectfully requests approval of a sole source contract between the City and Captain James L. Suber, Jr. d.b.a. Suber Marine Services for Marina and Waterways Professional Management Services as detailed in the attached Scope of Services (Exhibit A). This contract will be in effect for an initial three-year term from October 1, 2016 through September 30, 2019. During this period, the contract price will be $78,000.00 annually. This contract will include two (2) additional one year optional extensions after the termination of the initial period, with the contract price to be re-negotiated for each extension.

Your assistance in concurring with this recommendation for the respective award would be appreciated. If you have questions or need additional information regarding this request, please contact Claire Stine at 255-8266.

Attachment: Exhibit A (Scope of Services)

cc: Claire Stine, Parks Finance Manager

MARINA AND WATERWAYS PROFESSIONAL MANAGEMENT SERVICES
EXHIBIT A
SCOPE OF SERVICES

The Management Consultant agrees to provide professional services to coordinate 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. Direct activities of Jacksonville Sheriff's Officers and support staff during games or events.

5. Review construction documents and plans for boat ramp and dock projects to provide recommendations.

6. Administer maintenance, service, and special study contracts.

7. Oversee state submerged land leases for city docks and boat ramps.

8. Provide customer service support on boating issues to all city agencies and others, as needed.

9. Provide input and support to Waterways Commission.

10. Coordinate and oversee programs such as city's Artificial Reef Program, including the permitting functions.

11. A U.S. Coast Guard Captain's license to operate vessels is required initially; within six months from contract start date, this license must be upgraded to a U.S. Coast Guard Master Captain's license.

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, 2016 through September 30, 2019. 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.

Suber Marine Services Inc.
11250 OLD ST. AUGUSTINE RD SUITE 15271, JACKSONVILLE FL. 32257 (904)509-0588
SUBERMARINE@COMCAST.NET

January 12, 2016

City Of Jacksonville
Department of Recreation and Community Services
214 N Hogan St, 4th Floor
Jacksonville, Florida 32202

ATT: TARA MEEKS
CC: CLAIRE STINE

RE: COJ Contract #9073-01

Greetings,

Suber Marine Services (Captain Jim Suber) contract with the City of Jacksonville is in the last year of the agreed time period. I have been advised the City of Jacksonville plans to continue with the contract service providing the Waterways Coordinator / Dock Master. This letter is to advise Suber Marine Services / Captain Jim Suber is interested in continuing the services. I am in my 10th year providing the service and it is my desire to continue if the City agrees.

9073-02

AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE
AND
SUBER MARINE SERVICES, INC.
FOR
MARINA AND WATERWAYS PROFESSIONAL MANAGEMENT SERVICES

THIS AGREEMENT is made and entered into in duplicate effective as of the 1st day of October, 2016 (hereinafter 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 (hereinafter the "CITY"), and SUBER MARINE SERVICES, INC., a Florida profit corporation with principal address at 11259 Old St. Augustine Road, 15271, Jacksonville, Florida 32257 (hereinafter the "CONSULTANT"), for Marina and Waterways Professional Management Services (hereinafter the "Project").

RECITALS:

WHEREAS, CITY prepared a sole source award (P-26-16) to CONSULTANT for the Project; and

WHEREAS, CITY's purchase and procurement ordinances, policies, rules, and regulations have been followed with respect to the sole source award; and

WHEREAS, CITY and CONSULTANT have negotiated mutually satisfactory terms for the execution of the Project; now therefore

IN CONSIDERATION of the premises and of the mutual covenants and agreements hereinafter contained, CITY hereby engages CONSULTANT for the Project in accordance with the following:

ARTICLE 1: Engagement of CONSULTANT:

1.01. CITY hereby engages CONSULTANT and CONSULTANT hereby accepts said engagement for the purpose of providing to CITY professional services for the Project, as described in and according to the provisions of the Scope of Services, attached hereto as **Exhibit A** and incorporated herein by this reference (the "Services").

1.02. 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 be implied by and included within the scope of the Services to the same extent and in

the same manner as if specifically described in this Agreement and/or the Scope of Services.

ARTICLE 2: Coordination and Services Provided by CITY:

CITY shall designate for the Services received 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 and made a part hereof. It shall be the responsibility of CONSULTANT to coordinate all Project-related activities with the designated Project Coordinator. CITY's Project Coordinator shall be the Chief of the Natural and Marine Resources Division, 214 North Hogan Street, Fourth Floor, Jacksonville, Florida 32202.

ARTICLE 3: Duration of Agreement, Termination and Default:

3.01. The term of this Agreement shall become effective as of the Effective Date 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, 2019, 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 to this Agreement. This Agreement may be renewed in the sole discretion of CITY for up to two (2) additional one (1) year periods upon terms and conditions mutually agreeable to the parties.

3.02. 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 Section 3.01 hereof.

3.03. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, CITY may terminate this Agreement at any time in the event of loss of funding 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 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 CITY.

3.04. 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.

ARTICLE 4. Meetings and Public Hearings:

CONSULTANT must attend all meetings and public hearings relative to the Services being performed by it where its presence is determined to be necessary and requested by CITY and CONSULTANT can reasonably schedule its appearance.

ARTICLE 5: Delays:

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

ARTICLE 6: Suspension of Services:

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, CONSULTANT 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 CONSULTANT's negligence or failure to perform shall not affect CONSULTANT'S compensation as outlined in this Agreement.

ARTICLE 7: Payments for Services of CONSULTANT:

7.01. CITY will compensate CONSULTANT for the Services rendered hereunder in accordance with the following terms:

7.01.01. CONSULTANT's professional fees under the terms of this Agreement shall be SEVENTY-EIGHT THOUSAND AND 00/100 USD ($78,000.00), for the term of this Agreement. CONSULTANT's professional fees shall be billed twice monthly for Services previously provided by CONSULTANT and received by CITY, using invoices and such other documentation satisfactory to CITY to allow and authorize payment. Each such invoice

shall include the amount of payment requested, the amount previously paid, the total contract value, the percent completed since the last invoice, the total percent completed to date, and any other such information as may be reasonable and necessary to secure the written approval of the invoice by CITY's Project Coordinator. Each invoice shall contain a statement that it is made subject to the provisions and penalty of Section 837.06, Florida Statutes. Payments shall be made within forty-five (45) days after receipt of said invoices or other documentation by 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*.

7.01.02. The maximum indebtedness of CITY for all fees, reimbursable items, or other costs for Services provided by CONSULTANT pursuant to this Agreement shall not exceed the sum of SEVENTY-EIGHT THOUSAND AND 00/100 USD ($78,000.00) for the term of this Agreement.

7.02. CITY's obligations under this Agreement are contingent upon the availability of lawfully appropriated funds for the Project and this Agreement.

ARTICLE 8: Indemnity: See **Exhibit A.**

ARTICLE 9: Insurance: See **Exhibit B.**

ARTICLE 10: Accuracy of Work:

10.01. 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, and shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of CONSULTANT or its subconsultants at no additional compensation. Acceptance of the work by CITY shall not relieve CONSULTANT of the responsibility for subsequent corrections of any such errors and the clarification of any ambiguities.

10.02. 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 CONSULTANT under this

Agreement, CONSULTANT shall confer with 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 final payment may have been received therefor.

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

ARTICLE 11: 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, 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 from 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.

ARTICLE 12: Ownership of Documents and Equipment:

CONSULTANT 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 are to become the property of 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 CITY shall not support any claim by CONSULTANT for additional compensation. CONSULTANT shall have no liability to 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 CONSULTANT.

ARTICLE 13: Compliance with State and Other Laws/Licenses and Certifications:

In the provision of the Services, CONSULTANT must comply with any and all

applicable federal, state, and local laws, rules, regulations, and ordinances as the same exist and may be amended from time to time. Such laws, rules, regulations, and ordinances shall include, but are not limited to, Chapter 119, Florida Statutes (the Florida Public Records Law), and Section 286.011, Florida Statutes (the Florida Sunshine Law). Such compliance must also include, but is not limited to, obtaining and maintaining all licenses and certifications that are required to perform the Services contemplated in this Agreement 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.

ARTICLE 14: Non-Discrimination Provisions:

In conformity with the requirements of Section 126.404, *Ordinance Code*, CONSULTANT 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. CONSULTANT 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 this Agreement; provided however, that CONSULTANT 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. CONSULTANT 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 Article 14 shall be incorporated into and become a part of the subcontract.

ARTICLE 15: 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. Sections 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 CONSULTANT is exempt from any of the above-cited terms, written evidence of such exempt status must be provided to CITY.

ARTICLE 16: Contingent Fees Prohibited:

In conformity with Section 126.306, *Ordinance Code*, CONSULTANT warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for CONSULTANT 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, 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.

ARTICLE 17: Truth in Negotiation:

17.01. In conformity with Section 126.305, *Ordinance Code*, CONSULTANT understands and agrees that its execution of this Agreement 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 $65,000.00. Pursuant to such certificate, CONSULTANT 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. Further, CONSULTANT 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 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.

ARTICLE 18: Independent Contractor:

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

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

ARTICLE 19: Retention of Records/Audit:

19.01. CONSULTANT must establish and maintain books, records, contracts, papers, subcontracts, 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 Article 19, hereinafter the "Records") sufficient to reflect all receipt and expenditures of funds provided by CITY under this Agreement.

19.02. CONSULTANT 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 CITY. Records shall be retained for longer periods when the retention period exceeds the time frames required by law or ordinance.

19.03. Upon demand, at no additional cost to CITY, CONSULTANT must facilitate the duplication and transfer of any Records during the required retention period in Section 19.02 hereof.

19.04. CONSULTANT must provide these Records at all reasonable times for inspection, review, copying, or audit by CITY.

19.05. At all reasonable times for as long as the Records are maintained, CONSULTANT must allow persons duly authorized by CITY to have full access to and the right to examine any of the Records regardless of the form in which kept.

19.06. CONSULTANT, at its sole and exclusive cost and expense, must provide audits or reports as requested by CITY and must insure that all related party transactions are disclosed to the auditor.

19.07. CONSULTANT must comply and cooperate immediately with any inspections, reviews, and investigations deemed necessary by CITY.

19.08. CONSULTANT must permit CITY to interview any employees, subcontractors, and subcontractor employees of CONSULTANT to assure CITY of the satisfactory performance

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

19.09. All reports, audits, and other information provided by CONSULTANT pursuant to this section shall contain the following statement: "The information provided to the City of Jacksonville in this submittal is submitted under penalties of perjury, under Section 837.06, Florida Statutes."

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

ARTICLE 20: 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.

ARTICLE 21: 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.

ARTICLE 22: 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 which physically prepared this

Agreement.

ARTICLE 23: Successors and Assigns/Personal Liability:

CITY and CONSULTANT 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 CONSULTANT of its interests in this Agreement without the prior written consent of CITY shall be void, in the sole discretion of CITY. Nothing herein shall be construed as creating any personal liability on the part of any officer, employee, or agent of CITY.

ARTICLE 24: Notice:

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

24.01. As to CITY:

Chief
Natural and Marine Resources Division
Department of Parks, Recreation and Community Services
214 North Hogan Street, Fourth Floor
Jacksonville, Florida 32202

With copy to:

Office of General Counsel
117 West Duval Street, Suite 480
Jacksonville, FL 32202

24.01.02. As to CONSULTANT:

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

ARTICLE 25: CONSULTANT Defined:

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

ARTICLE 26: Ethics in Professional Service Agreements:

CONSULTANT 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*.

ARTICLE 27: Conflict of Interest:

The parties will follow the provisions of Section 126.112, *Ordinance Code*, with respect to required disclosures by public officials who have or acquire a financial interest in a bid or contract with CITY, to the extent the parties are aware of the same.

ARTICLE 28: 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; submit a bid on a contract with a public entity for the construction or repair of a public building or public work; submit bids on leases of real property to a public entity; be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; or, 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.

ARTICLE 29: Entire Agreement/Amendments:

29.01 This Agreement constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by the 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.

29.02 All changes to, additions to, modifications of, or amendments 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.

ARTICLE 30: Prompt Payment:

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

30.02. *Jacksonville Small and Emerging Business Enterprise and Minority Business Enterprise Participation.* Notwithstanding Chapter 126, Part 6, *Ordinance Code*, CONSULTANT 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 Agreement within seven (7) business days of CONSULTANT'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 CONSULTANT, CONSULTANT shall provide to CITY with its requisition for payment, documentation that sufficiently demonstrates that CONSULTANT has made proper payments to its certified JSEB's or MBE's from all prior payments CONSULTANT has received from CITY. CONSULTANT shall not unreasonably withhold payments to certified JSEB's and MBE's if such payments have been made to CONSULTANT. If CONSULTANT withholds payment to its certified JSEB's or MBE's, which payment has been made by CITY to CONSULTANT, CONSULTANT shall return said payment to CITY. CONSULTANT shall provide notice to CITY and to the certified JSEB's or MBE's 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 JSEB's or MBE's within five (5) calendar days after CONSULTANT's receipt of payment from CITY. CONSULTANT shall pay all undisputed amounts due within the time limits imposed in this section. The failure to pay undisputed

amounts to the JSEB's or MBE's within seven (7) business days shall be a breach of this Agreement, 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.

30.03. *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 CONSULTANT's failure to make timely payments hereunder. However, CONSULTANT's failure to comply with the Prompt Payment requirements shall constitute a material breach of CONSULTANT's contractual obligations to CITY. As a result of said breach, CITY, without waiving any other available remedy it may have against CONSULTANT, may issue joint checks and charge CONSULTANT a 0.2% daily late payment interest charge or the charges specified in Chapter 126, *Ordinance Code*, for JSEB's or MBE's, and in Chapter 218, Florida Statutes, for non-JSEB's or non-MBE's, whichever is greater.

ARTICLE 31: 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, all exhibits and other attachments to this Agreement that are referenced in this Agreement are by this reference made a part hereof and are incorporated herein.

ARTICLE 32: 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) fully executed amendment; 2) provisions in this Agreement; and, 3) exhibits to this Agreement.

ARTICLE 33: Counterparts

This Agreement and all amendments hereto 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 executed this Agreement the day and year first above written.

ATTEST:

By _____
James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE

By _____
Lenny Curry
Mayor

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order

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 and that provision has been made for the payment of monies provided therein to be paid.

_____
Director of Finance
CITY Contract Number: 9073-02

Form Approved:

_____
Office of General Counsel

WITNESS:

By _____
Signature

Renée L Harriman
Type/Print Name

Contract Admin Coordinator
Title

SUBER MARINE SERVICES, INC.

By _____
James L. Suber, Jr., President

G:\Gov't Operations\JMCain\PREC\Contracts\SuberMarine.SoleSource.032316.rtf

EXHIBIT A
INDEMNIFICATION

CONSULTANT shall hold harmless, indemnify, and defend the City of Jacksonville and 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 Parties that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Parties' 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 Parties shall immediately make every reasonable effort to secure within 60 days 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 CITY so that the Service or product is non-infringing.

If an Indemnified Party exercises its rights under this Contract, the Indemnified Party will (1) provide reasonable notice to Indemnifying Parties of the applicable claim or liability, and (2) allow Indemnified Parties, at their 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 B

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 contractors, subcontractors, laborers, materialmen, and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below:

Schedule	**Limits**
Worker's Compensation	Florida Statutory Coverage
Employer's Liability	$ 100,000 Each Accident
	$ 500,000 Disease Policy Limit
	$ 100,000 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, Jones, and any other applicable federal or state law.

Commercial General Liability	$2,000,000	General Aggregate
	$2,000,000	Products & Comp. Ops. Agg.
	$2,000,000	Personal/Advertising Injury
	$2,000,000	Each Occurrence
	$ 50,000	Fire Damage
	$ 5,000	Medical Expenses

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 CITY's Office of Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Automobile Liability $1,000,000 Each Occurrence – Combined Single Limit
(Coverage for all automobiles, owned, hired or non-owned used in performance of the Services)

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, and must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Additional Insurance Provisions

A. Additional Insured: All insurance except Worker's Compensation shall be endorsed to name the City of Jacksonville and CITY's 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 CG2037, and for Automobile Liability in a form no more restrictive than CA2048.

B. 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.

C. CONSULTANT's Insurance Primary. The insurance provided by CONSULTANT shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by CITY or any CITY members, officials, officers, employees, and agents.

D. 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 CITY and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Agreement.

E. 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 CITY or others. Any remedy provided to CITY or CITY's 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.

F. Waiver/Estoppel. Neither approval by CITY nor CITY's failure to disapprove the insurance furnished by CONSULTANT shall relieve CONSULTANT of its full responsibility to provide insurance as required under this Agreement.

G. Certificates of Insurance. CONSULTANT shall provide CITY 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.

H. Carrier Qualifications. The insurance required herein 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.

I. Notice. CONSULTANT shall provide an endorsement issued by the insurer to provide CITY 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 available then CONSULTANT, as applicable, shall provide CITY thirty (30) days' written notice of any change in the above coverages or limits, or of the coverages' being suspended, voided, or 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 the Project and its accompanying exposures and liabilities, CITY may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that CITY also be named as an additional insured.

Special Provisions: Prior to executing this Agreement, CONSULTANT shall present this Agreement and **Exhibits A** and **B** to its Insurance Agent affirming: 1) that the Agent has personally reviewed the insurance requirements of the Agreement and (2) that the Agent is capable of providing (has proper market access to) the coverages and limits of liability required on behalf of CONSULTANT.

MARINA AND WATERWAYS PROFESSIONAL MANAGEMENT SERVICES
EXHIBIT A
SCOPE OF SERVICES

The Management Consultant agrees to provide professional services to coordinate 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. Direct activities of Jacksonville Sheriff's Officers and support staff during games or events.

5. Review construction documents and plans for boat ramp and dock projects to provide recommendations.

6. Administer maintenance, service, and special study contracts.

7. Oversee state submerged land leases for city docks and boat ramps.

8. Provide customer service support on boating issues to all city agencies and others, as needed.

9. Provide input and support to Waterways Commission.

10. Coordinate and oversee programs such as city's Artificial Reef Program, including the permitting functions.

11. A U.S. Coast Guard Captain's license to operate vessels is required initially; within six months from contract start date, this license must be upgraded to a U.S. Coast Guard Master Captain's license.

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, 2016 through September 30, 2019. 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.

Suber Marine Services Inc.
11250 OLD ST. AUGUSTINE RD SUITE 15271, JACKSONVILLE FL. 32257 (904)509-0588
SUBERMARINE@COMCAST.NET

January 12, 2016

City Of Jacksonville
Department of Recreation and Community Services
214 N Hogan St, 4th Floor
Jacksonville, Florida 32202

ATT: TARA MEEKS
CC: CLAIRE STINE

RE: COJ Contract #9073-01

Greetings,

Suber Marine Services (Captain Jim Suber) contract with the City of Jacksonville is in the last year of the agreed time period. I have been advised the City of Jacksonville plans to continue with the contract service providing the Waterways Coordinator / Dock Master. This letter is to advise Suber Marine Services / Captain Jim Suber is interested in continuing the services. I am in my 10th year providing the service and it is my desire to continue if the City agrees.