

7846-02
Amd 1

**AMENDMENT NUMBER ONE
TO
AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE
AND
VT GRIFFIN SERVICES, INC.
FOR
MANAGEMENT AND MAINTENANCE/CARETAKER SUPPORT
AT
CECIL COMMERCE CENTER
(City Contract 7846-02)**

THIS AMENDMENT NUMBER ONE TO AGREEMENT, is made and entered into in duplicate as of this 31 day of January, 2014 by and between the CITY OF JACKSONVILLE, a municipal corporation in Duval County, Florida (hereinafter the "City") and VT GRIFFIN SERVICES, INC., a Georgia corporation authorized to do business in the State of Florida with offices at 5755 Dupree Drive NW, Suite 220, Atlanta, GA 30327 (hereinafter the "Caretaker") for Management and Maintenance/Caretaker Support at Cecil Commerce Center, hereinafter the "Project."

WITNESSETH:

WHEREAS, on August 1, 2013, the City and Caretaker made and entered into an agreement for Management and Maintenance/Caretaker Support at Cecil Commerce Center, City Contract # 7846-02 (the "Agreement"); and

WHEREAS, said Agreement has not been amended previously; and

WHEREAS, the parties wish to amend said Agreement to increase the maximum indebtedness in Section 3.5 of the Agreement by \$120,018.98 to a new maximum indebtedness amount of \$1,409,927.98, and incorporate the additional "Over and Above" Services and a contract fee for such services as set forth in Exhibit "C" attached hereto and incorporated herein by this reference, with all other provisions, terms and conditions remaining unchanged; and

WHEREAS, said Agreement should be amended as provided herein, now therefore

IN CONSIDERATION of said Agreement and for the mutual covenants herein contained and for other good and valuable consideration, the parties agree that:

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

2. Section 3, Subsection 3.1.2 of said Agreement is amended, in part, to read as follows:

3.1.2 For "Over and Above Services" as described in Section 1.7 hereof, an amount not-to-exceed TWO HUNDRED SEVENTY THOUSAND EIGHTEEN AND 98/100 DOLLARS (\$270,018.98).

4. Section 3.5 of said Agreement is amended to increase the total maximum indebtedness, and as amended, shall read as follows:

"3.5 Based on the initial proposal and work plan negotiated and the "Over and Above Services" described on Exhibit "C" attached hereto, the maximum indebtedness of the CITY for all services and reimbursables pursuant to this Agreement shall not exceed the sum of ONE MILLION FOUR HUNDRED NINE THOUSAND NINE HUNDRED TWENTY SEVEN and 98/100 Dollars (\$1,409,927.98). This amount may be increased based on increased maintenance 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."

5. Said Agreement is amended, in part, by adding and incorporating therein a Scope of Service and Contract Fee form as Exhibit "C."

6. Attach Exhibit "C" to said Agreement.

SAVE AND EXCEPT as expressly amended herein and in prior amendments to the Agreement, the terms and conditions of the Agreement of August 1, 2013, remain in full force and effect.

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

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

ATTEST:

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



CITY OF JACKSONVILLE

By: Karen Bowling
Alvin Brown, Mayor

WITNESS:

By: James P. Jelsma
Print Name: James P. Jelsma

V.T. GRIFFIN SERVICES, INC


By: James P. Jelsma
Print Name: James Jelsma
Title: pm VT Group


Form Approved:

[Signature]
Office of General Counsel

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

In accordance with Section 24.103(e), of the *Ordinance Code* of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing agreement, and provision has been made for the payment of the monies provided therein to be paid.



Director of Finance
City Contract 7846-02 Amnd #1


Encumbrance and funding information for internal City use:

Account..... JECF759 Subobject 04938

Amount.....\$ _____

This above stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the foregoing contract. It shall be encumbered by one (1) or more subsequently issued **check request(s)** that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such check request(s) are issued.

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

Director of Finance
City Contract # _____

Contract Encumbrance Data Sheet follows immediately.

EXHIBIT "C"
OVER AND ABOVE SCOPE OF SERVICES AND FEE SUMMARY



OVER AND ABOVE AWARD REQUEST

TO: ED RANDOLPH
FROM: JAMES JELSMA
DATE: 11/22/2013

Over and Above Funding Request contract P16-13

#	Firm	Bid Amount	6.5% G&A	5.0% Management	Total w/ GAM
1	Capps Land Management and Materials LLC JSEB 0003396	\$94,620.00	\$6,150.30 \$100,770.30	\$5,038.52 \$105,808.82	\$105,808.82
2	State Contract Carpet Co.	\$12,707.50	\$825.99 \$13,533.49	\$676.67 \$14,210.16	\$14,210.16
3					
4					
	Subtotal Over and above services requested				\$120,018.98

Mr. Randolph,

Per your request,
Attached is the most responsive and responsible proposals. Contract requires 20% of contracts to be awarded to JSEB qualified firms. Capps Land Management is currently doing work adjacent to the work area at the new expressway project and pricing reflects equipment and manpower in the area as a cost savings compared to the other bidders. We are proud to acknowledge 79% of the funding requested is to a JSEB firm verified in good standing.

#1 Maintenance of FDOT lateral ditch 535+77.60 LT PHASE #1 DIG OUT/SODDING AND CONCRETE PAVING PER ETM DRAWING (addressing FDOT directed maintenance required).

02.30 EARTHWORK

A. North of Normandy Blvd., east of New World Ave.

1. Provide labor, material, supervision, supplies, transportation and equipment to remove downed trees, brush, vegetation, sand, silt and debris from storm water drainage ditch 535+77.60 that runs from the east side of New World Avenue east approximately 1,800 linear feet.
2. Provided and place sod from top of bank to top of bank as noted on attached drawings,

See attached drawing Sheet No. 3 for detailed Proposed Ditch Cross

2 Bldg 905-1&2 Interior carpet demo and replacement for lease build out

Furnish Mohawk/Lees 24" x 24" modular carpet,
Buildingworks II, color: Earth Tones #434 (In Stock)
490 Sq. Yd 18.50 \$9,065.00

Install carpet tile, adhesive, removal & disposal of existing carpet, floor prep, tuck carpet tile under existing base
470 Sq. Yd 7.75 \$3,642.50

ABSTRACT OF OFFERS - CONSTRUCTION		DED P10-13	2. DATE ISSUED Oct 1 2013	3. DATE OPENED Oct 17 2013	PAGE OF 1	1 PAGES	
4 ISSUING OFFICE VT GRIFFIN 6112 New World Avenue Cecil Commerce Center Jacksonville, Florida 32221			Maintenance of FDOT lateral ditch 535+77.60 LT PHASE #1 DIG OUTSODDING AND CONCRETE PAVING PER ETM DRAWING			Drawing ETM 06-208-09	
5 PROJECT TITLE MAINTENANCE OF FDOT LATERAL DITCH		6 VT OFFER SERVICES ESTIMATE (Check A, B or C and include D, E and F.)		7 OFFERS			
		A. Hand Labor		Most Responses Responsive Proposal			
535+77.60 LT PHASE #1		B. Reasonable Contract (Net/plus Profit)		PAYMENT AND		B BID SECURITY (Type and Amount) PERFORMANCE BONDS	
8 NUMBER OF ADDENDA ISSUED N/A		C Reasonable Contract (Including Profit)		C ADDENDA ACKNOWLEDGED N/A		C ADDENDA ACKNOWLEDGED N/A	
9A ITEM NO	9B DESCRIPTION OF OFFERED ITEM	ESTIMATED AMOUNT	9D maintenance and services Non Job	9E Valencourt construction inc Non JSEB	9F Capri Land Management JSEB 3390	9G K&J Lawn Care LLC JSEB 10444	
1.	EXCAVATE EAST WEST DITCH	\$100,000.00	\$101,864.00	Non Responsive	\$70,545.00	\$88,210.00	
2.	CONCRETE DITCH STRUCTURES	\$10,000.00	\$10,300.00	Non Responsive	\$8,825.00	\$7,850.00	
4	SODDING OF DITCH BANKS	\$15,000.00	\$10,230.00	Non Responsive	\$17,250.00	\$16,540.00	
5	Total	\$125,000.00	\$122,394.00	Non Responsive	\$94,620.00	\$112,500.00	
6							
7							
8							

1 ABSTRACT OF OFFERS - CONSTRUCTION
 2 OED Cecil Commerce Center
 3 2. DATE ISSUED
 4 11 Nov 2013
 5 3. DATE RECEIVED
 6 11 Nov 2013
 7 22. PAGE OF
 8 1
 9 PAGES

10 4. ISSUING OFFICE
 11 VT GRIPPER
 12 8112 New World Avenue
 13 Cecil Commerce Center
 14 Jacksonville, Florida 32221

15 5. PROJECT TITLE
 16 Install Carpet tile in 905-1A2

17 4. VENDOR/STATE/ESTIMATE
 18 Check 4, 5 or 6 (check one) (1 only)
 19 A. Model Lease
 20 B. Standard Contract
 21 C. Request for Proposal
 22 D. Other

23 6. NUMBER OF ADDENDUMS: N/A
 24 7A. ITEM NO.
 25 7B. DESCRIPTION OF OFFER/ITEM
 26 ESTIMATED AMOUNT

27 8. BID SECURITY (Type and Amount)
 28 PERFORMANCE BOND
 29 C. ADDENDUM ACKNOWLEDGED: N/A
 30 STATE CONTRACT CARPET CO.
 31 JACOBUS P. WILLIAMS
 32 Interior design, Inc

33 9. OFFER
 34 PAYMENT AND
 35 N/A
 36 SUN CITY SERVICES INC.

37 8. BID SECURITY (Type and Amount)
 38 PERFORMANCE BOND
 39 C. ADDENDUM ACKNOWLEDGED: N/A
 40 N/A

7A. ITEM NO.	7B. DESCRIPTION OF OFFER/ITEM	ESTIMATED AMOUNT	8. BID SECURITY (Type and Amount)	9. OFFER	8. BID SECURITY (Type and Amount)	9. OFFER
1	Carpet Tile demo and install per specs.	\$18,961.28	\$12,707.50	\$15,628.00	\$13,228.00	
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