

7846-02  
Amd 3

**AMENDMENT NUMBER THREE  
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 THREE TO AGREEMENT**, is made and entered into in duplicate as of this 29 day of JUNE, 2015, ~~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 (as amended, the "Contract"); and

**WHEREAS**, said Agreement has been amended two times previously; and

**WHEREAS**, the parties wish to amend said Agreement to: (i) accepting, adopting and ratifying all actions of the parties under the Contract from August 1, 2014 through the day and year first above written; (ii) increase the maximum indebtedness in Section 3.5 of the Agreement by \$1,604,909.00 to a new maximum indebtedness amount of \$3,988,304.69; (iii) exercise the first of four, one-year renewal options extending the period of service from September 1, 2014 to August 31, 2015, with three renewal terms remaining; (iv) and to incorporate the Scope of Services and contract fee for such services as set forth in Exhibit "E" attached hereto and incorporated herein by this reference, with all other provisions, terms and conditions remaining unchanged; and

**WHEREAS**, from August 1, 2014 through the day and year first above written the parties have worked together continuously and without interruption to provide the services as set forth in the Contract; 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. All actions of the parties under the provisions, terms and conditions of the Contract from August 1, 2014 through the day and year first above written are accepted, adopted and ratified.

3. Article 1, Subsection 1.3.1, is hereby amended, in part, to read as follows:

“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, 2015; 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 be extended for up to an additional three (3) one-year periods, upon the same terms and conditions as set forth herein.”

4. Article 3, Subsections 3.1.1 and 3.1.2 of said Agreement are amended, in part, to read as follows:

“3.1.1 For Management and Maintenance/Caretaker Support Services as described in the Work Plan and Exhibit E attached hereto, an amount not-to-exceed TWO MILLION TWO HUNDRED NINETY-FOUR THOUSAND EIGHT HUNDRED EIGHTEEN AND 00/100 DOLLARS (\$2,294,818.00).

3.1.2 For “Over and Above Services” as described in Section 1.7 hereof, an amount not-to-exceed ONE MILLION SIX HUNDRED NINETY-THREE THOUSAND FOUR HUNDRED EIGHTY-SIX AND 69/100 (\$1,693,486.69).”

5. 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 Exhibits “C”, “D” and “E” attached hereto, the maximum indebtedness of the CITY for all services and reimbursables pursuant to this Agreement shall not exceed the sum of THREE MILLION NINE HUNDRED EIGHTY-EIGHT THOUSAND THREE HUNDRED FOUR and 69/100 Dollars (\$3,988,304.69). 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.”

6. Said Agreement is amended, in part, by adding and incorporating therein a Scope of Service and Contract Fee form as Exhibit “E.”

7. Attach Exhibit “E” to said Agreement.

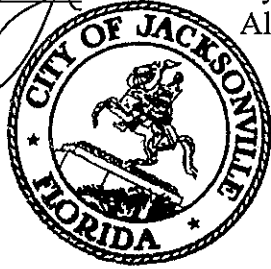
**SAVE AND EXCEPT** as expressly amended herein and in prior amendments to the Agreement, the terms and conditions of the Agreement of August 1, 2013, remain in full force and effect.

**[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: Alvin Brown  
Alvin Brown, Mayor

Cleveland Ferguson III  
Deputy Chief Administrative Officer  
For: Mayor Alvin Brown  
Under Authority of:  
Executive Order No. 2015-01

WITNESS:

By: Gary Sutton  
Print Name: Gary Sutton

V.T. GRIFFIN SERVICES, INC.

By: James D. Jelsma  
Print Name: James D. Jelsma  
Title: PM VT-Group CCG

Form Approved:

[Signature]  
Office of General Counsel

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 Amd 3



**Exhibit E**

*(See 8 pages following)*

<b>BUDGETED ESTIMATE PLAN</b>		
<b>SEPT. 1 2014 - AUG 31, 2015</b>		
		<b>ESTIMATED BUDGET</b>
		<b>ESITMATE PLAN</b>
		<b>09/01/14-08/31/15</b>
	<b>GENERAL COST AREA</b>	
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)	\$ 450,000
	Sub Totals	\$ 1,528,485
	Management Fee (5.0%)	\$ 76,424
	Contract Amount Subtotal	\$ 1,604,909
	<b>GRAND TOTAL</b>	<b>\$ 1,604,909</b>

Exhibit 'D'

**ANNEX 1  
ADMINISTRATIVE REQUIREMENTS**

<b>ANNEX 1 COSTS ADMN REQ</b>	<b>EST</b>
	09/01/14-08/31/15
<b>3.1 DIRECT COSTS</b>	
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	6,176
MAINTENANCE	
F. OFFICE SUPPLIES	5,324
G. POSTAGE, FEDERAL EXPRESS, COURIER,	1,278
H. UTILITIES	1,278
<b>SUBTOTAL</b>	<b>57,603</b>
<b>3.2 LABOR</b>	<b>155,994</b>
<b>SUBTOTAL</b>	<b>155,994</b>
<b>TOTAL ANNEX 1</b>	<b>213,597</b>

*Exhibit 'D'*



**ANNEX 2  
FACILITIES MAINTENANCE SERVICES**

<b>ANNEX 2 COSTS FAC MAINT SERV</b>	<b>EST</b>
	09/01/14-08/31/15
<b>1.1 SUBCONTRACTOR COSTS</b>	
A. SERVICE CALLS	38,331
B. HVAC MAINTENANCE & REPAIR	19,165
D. CUSTODIAL	12,649
E. FIRE PROTECTION MAINTENANCE	3,194
<b>SUBTOTAL</b>	<b>73,340</b>
<b>1.2 LABOR</b>	
A. SALARIES	330,491
<b>SUBTOTAL</b>	<b>330,491</b>
<b>1.3 MATERIALS &amp; OTHER EXPENSES</b>	
A. MATERIALS	15,332
B. SUB/SOLICITATION COSTS	1,278
<b>SUBTOTAL</b>	<b>16,610</b>
<b>TOTAL ANNEX 2</b>	<b>420,440</b>

*Exhibit 'D'*

**ANNEX 3  
PEST CONTROL SERVICES**

<b>ANNEX 3 COSTS PEST CONTROL</b>	
	09/01/14-08/31/15
<b>1.1 SUBCONTRACTOR COSTS</b>	
C. * PEST CONTROL, BUILDINGS	2,875
<b>SUBTOTAL</b>	<b>2,875</b>
<b>1.2 LABOR</b>	
A. SALARIES	962
<b>SUBTOTAL</b>	<b>962</b>
* termite bonding #332 incl	
<b>TOTAL ANNEX 3</b>	<b>3,837</b>

*FV/hibit '15'*

**ANNEX 4  
 GROUNDS AND SURFACED AREAS MAINTENANCE SERVICES**

<b>ANNEX 4 COSTS GROUNDS</b>	
	09/01/14-08/31/15
<b>1.1 SUBCONTRACTOR COSTS - SOUTH SIDE</b>	
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/SERVICE CALLS	\$ 10,647
	<b>\$ 223,684</b>
<b>1.2 SUBCONTRACTOR COSTS - NORTH SIDE</b>	
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
	<b>\$ 120,406</b>
<b>SUBTOTAL</b>	<b>\$ 344,089</b>
<b>1.3 LABOR</b>	
A. SALARIES	\$ 48,137
<b>SUBTOTAL</b>	<b>\$ 48,137</b>
<b>1.4 MATERIALS &amp; OTHER EXPENSES</b>	
A. FERT/PEST CONTROL/GRNDS EQUIPMENT	\$ 1,065
B. FERT/PEST CONTROL/GRNDS MATERIALS	\$ 12,245
C. SPRINKLER SYSTEM MAINTENANCE	\$ 3,833
D. UTIL/METERS	\$ 22,998
<b>SUBTOTAL</b>	<b>\$ 40,141</b>
<b>TOTAL ANNEX 4</b>	<b>\$ 432,367</b>

Exhibit D

**ANNEX 5  
ENVIRONMENTAL**

<b>ANNEX 5 COSTS</b>	
ENVIRONMENTAL	09/01/14-08/31/15
<b>7.1 LABOR/SUBCONTRACTORS COSTS</b>	5,324
<b>SUBTOTAL</b>	5,324
<b>TOTAL ANNEX 5</b>	5,324

Exhibit J

**ANNEX 6  
REFUSE/RECYCLE SERVICES**

<b>ANNEX 6 COSTS REFUSE/RECYCLE</b>	
	09/01/14-08/31/15
<b>1.1 SUBCONTRACTOR COSTS</b>	
A. WASTE DISPOSAL	\$ 1,958
<b>SUBTOTAL</b>	<b>\$ 1,958</b>
<b>1.2 LABOR</b>	
A. SALARIES	\$ 962
<b>SUBTOTAL</b>	<b>\$ 962</b>
<b>TOTAL ANNEX 6</b>	<b>\$ 2,920</b>

Exhibit D

**OVER ABOVE PROJECTS**

OVER & ABOVE		
<b>MAINTENANCE, REPAIR &amp; REPLACEMENT PROJECTS</b>		
	REPAIRS AND MAINTENANCE TO VARIOUS BLDGS/FACILITIES	\$ 450,000
<b>TOTAL OVER &amp; ABOVE</b>		<b>\$ 450,000</b>

Exhibit D

SUBJECT: MANAGEMENT AND MAINTENANCE OF CECIL COMMERCE CENTER

BID # ESC-0649-14

OPEN DATE: 10/01/2014

**COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE**

KIND AND BASIS OF CONTRACT:

EVALUATION- ONE (1) YEAR PERIOD FROM DATE OF AWARD WITH THE OPTION TO RENEW FOR UP TO FIVE (5) ADDITIONAL ONE (1) YEAR PERIODS

AGENCY: PARKS, RECREATION AND COMMUNITY SERVICES

BASIS OF AWARD: EVALUATION CRITERIA

NUMBER OF BIDS INVITED: 31 NUMBER RECEIVED: 4 OTHER: 0

**SUMMARY OF BIDS AND RECOMMENDED ACTIONS:**

Recommend approval to amend award dated 10/17/14, to change begin date, from "date of award" to "date of execution", vendor name VT Griffin Services. The revised Period of Service will be from January 1, 2015 through December 31, 2015 due to time that was required to have contract drafted and executed. No other changes needed.

Attachments: Recommendation Memo, Previous Award

BUYER Marilyn Laidler  
MARILYN LAIDLER

RESPECTFULLY SUBMITTED Gregory Pease  
GREGORY PEASE, CHIEF  
PROCUREMENT DIVISION

CONCURRENCE BY: Sherry Wilson, Chief, Recreation and Community Programming Division

**(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)  
ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE**

MEMBERS APPROVING 5

MEMBERS DISAPPROVING \_\_\_\_\_

DATE: 02/19/15

OTHER \_\_\_\_\_

ACTION OF AWARDED AUTHORITY

DATE 2/2/15

APPROVED [Signature]

DISAPPROVED: \_\_\_\_\_

OTHER: \_\_\_\_\_

SIGNATURE OF AUTHENTICATION [Signature]

Cleveland Ferguson III  
Deputy Cleveland Ferguson III Officer  
For: Deputy Chief Administrative Officer  
Under Authority of Mayor Alvin Brown  
Executive Order No. 2015-01

SUBJECT: Management and Maintenance of Cecil Commerce Center

BID NUMBER: ESC-0649-14

OPEN DATE: 10/01/2014

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: Evaluation – One (1) year period from date of award with the option to renew for up to five (5) additional one (1) year periods.

AGENCY: Parks, Recreation and Community Services

BASIS OF AWARD: Evaluation Criteria

NUMBER OF BIDS INVITED: (31) NUMBER RECEIVED: (4) OTHER: (0)

SUMMARY OF BIDS AND RECOMMENDED ACTIONS: Recommend approval of award to VT Griffin Services in the not to exceed amount of \$608,810.04 for an initial one (1) year period from date of award with the option to renew for up to five (5) additional one (1) year periods. To be executed by formal contract through the Office of General Counsel and encumbered by purchase order.

ACCOUNT CODE: RPCMIDACF - 03410

ATTACHMENTS: Recommendation Memo, Bid Tabulation, Evaluation Criteria, Contract Term, JSEB Verification, Account Inquiry.

*CP MR*  
Purchasing Analyst: Amy Cole  
*MR for* Amy Cole

Respectfully Submitted: Gregory Heise  
Gregory Heise, Chief  
Procurement Division

CONCURRENCE BY: Sherry Wilson, Division Chief, Parks, Recreation and Community Services

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)  
ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5 MEMBERS DISAPPROVING \_\_\_\_\_ DATE: 10/16/14

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
OTHER: \_\_\_\_\_

ACTION OF AWARDDING AUTHORITY \_\_\_\_\_ DATE 10/12/14

APPROVED  DISAPPROVED \_\_\_\_\_

OTHER \_\_\_\_\_

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