

PUBLIC NOTICE
PSEC AGENDA
PROFESSIONAL SERVICES EVALUATION COMMITTEE MEETING
Thursday, November 30, 2023, 10:00 a.m.
Eighth Floor, Conference Room 851
Ed Ball Building, 214 N. Hogan Street
Jacksonville, FL 32202

Join Teams Meeting
For Teams link, please visit coj.net/department/finance/procurement

The Chief of the Procurement Division offers the following items for the PSEC Agenda. The posting of this agenda serves as an official notice of the city's intended decision for all recommended actions above the formal threshold. Please refer to 126.106 (e) if you wish to protest any of these items.

Committee Members: Robert Waremburg, Chairman
Brennan Merrell, Treasury
James McCain, Jr., OGC

Subcommittee Members	ITEM #	BID/RFP #	TITLE & ACTION	MOTION	CONTRACT EXP	OUTCOME
Karen Bowling Brittany Norris	1	P-35-23	Subcommittee Report State Lobbyist Office of the Mayor	It is the consensus of the committee that of the six(6) proposals received in response to the Request for Proposals, all were found to be responsive, interested, qualified and available to provide the required services. The ranking of first, second and third designates the order of qualification of these firms to perform the required services and alphabetically they are: 3) Becker & Poliakov P.A. 1) The Fiorentino Group 2) The Southern Group We recommend the above list is forwarded to the Mayor for final selection so that fee and contract negotiations may be gin with <u>The Fiorentino Group</u> , the number one (1) ranked firm.		
Robin Smith Nikita Reed	2	P-39-23	Approval to proceed with Evaluation of Proposals Received Master Stormwater Management Plan (MSMP) Program Management Services – Rebid Department of Public Works/Engineering & Construction Management Division	That the committee approves proceeding with evaluation of the two (2) proposals received in accordance with Section 126.302(f) of the Procurement Manual.		
Joshua Gideon Robert Blanco	3	P-19-23	Fee & Contract Negotiations Building Permit Plan Review Services Planning and Development Department	That the City of Jacksonville enter into a contract with Bureau Verta NA, Inc., for Building Permit Plan Review Services, that incorporates the attached Scope of Services identified as Exhibit 'A' and Contract Fee Schedule identified as Exhibit 'B'; provide a maximum indebtedness in the not-to-exceed amount of \$450,000.00; the period of services is from execution of the contract through contract completion. all other terms and conditions are per the Request for Proposal (RFP) and the City's standard contract language.		

Joshua Gideon Ashantae Green	4	P-52-23 PBMS	Piggyback Award Energy Efficiency and Sustainability Plan Planning and Development Department	The City of Jacksonville is authorized to enter into an agreement utilizing Seminole County Contract No. RFQ-3320-20/DRR for Energy Efficiency and Sustainability Plan with Hanson Professional Services, Inc., by incorporating the attached Scope of Services identified as Exhibit 'A' and Fee Schedule identified as Exhibit 'B'; the period of services is from execution of the agreement to August 31, 2027; and provide a not-to-exceed maximum indebtedness of \$890,815.00. All other terms and conditions are per the City's standard contract language.		
Meeting Adjourned:						

"The next PSEC meeting is scheduled to be held on Thursday, December 14, 2023."



OFFICE OF THE MAYOR

DONNA DEEGAN
MAYOR

CITY HALL SUITE 400
117 W. DUVAL STREET
JACKSONVILLE, FL 32202

MEMORANDUM

TO: Dustin Freeman, Chief Of Procurement

FROM: Karen Bowling, Chief Administrative Officer
On behalf of Mayor Deegan

Brittany Norris, Director of Intergovernmental Affairs
On behalf of Mayor Deegan

DATE: October 18th, 2023

SUBJECT: P-35-23 State Lobbyist

The Office of the Mayor received six (6) proposals for the State Lobbyist and found all to be responsive, interested, qualified and available to provide the services required by the Request for Proposal (RFP).

The proposals were evaluated using the selection criteria outlined in the Purchasing Code as augmented by the RFP.

Based on the above, the following companies listed alphabetically and ranked were determined to be qualified and available to perform the required services and they are:

- 3) Becker & Poliakoff P.A.
- 1) The Fiorentino Group
- 2) The Southern Group

Please advise us when this item is placed on your agenda so we may be present. After a full committee review we request that this item is sent to the Mayor for final decision.

Attachment(s): Scoring Matrix



A NEW DAY.

City of Jacksonville, Florida

Donna Deegan, Mayor

Department of Public Works
214 N. Hogan St., 10th Floor
Jacksonville, FL 32202
(904) 630-CITY
www.coj.net

MEMORANDUM

TO: Dustin Freeman, Chairperson
Professional Services Evaluation Committee

THRU Nina Sickler, P. E.
Director of Public Works

FROM: Robin Smith, P. E., Chief
Engineering and Construction Management Division
Robin Smith

Nikita Reed, P. E., Project Manager
Engineering and Construction Management Division
Nikita Reed

SUBJECT: REQUEST FOR PERMISSION TO REVIEW PROPOSALS
P-39-23 MASTER STORMWATER MANAGEMENT PLAN (MSMP)
PROGRAM MANAGEMENT SERVICES - Rebid

DATE: November 21, 2023

The Department of Public Works received only two (2) proposals for the RFP solicitation for the Referenced RFP. Per Section 126.302(f) of the Procurement Code if:

"PSEC receives responses from less than three proposers, It shall resolicit proposals from proposers previously solicited and from additional persons, unless It determines, In writing, that no advantage would be obtained by re-soliciting. Notwithstanding the number of responses received, PSEC may proceed to consider those proposers responding to the re-solicitation or to the Initial solicitation If It determines, In writing, that no advantage would be obtained by resoliciting."

The Department of Public Works does not have qualified staff to manage the Master Stormwater Management Program and, since the program's inception, has been hiring a Consultant to provide the necessary Program Management Expertise. The RFP for these services was advertised for 4 weeks and was downloaded by 27 firms, including the three of the four Engineering firms that submitted proposals prior to us adding the Federal funding requirements to the RFP. We feel that 28 days afforded ample time for consulting firms to become aware of the RFP and prepare/submit responses. Additionally, we believe that we have received proposals from two highly qualified firms.

Considering the foregoing information, staff requests permission to review and rank the 2 proposals received.

cc: Tammy Duggan, PW Contracts and Finance Manager
Lori West, Contract Specialist., Engineering and Construction Management
David D. Hahn, P. E., Engineering and Construction Management



A New Day.

City of Jacksonville, Florida

Donna Deegan, Mayor

Planning and Development Department
214 North Hogan Street #300
Jacksonville, FL 32202
(904) 630-CITY
www.coj.net

TO: Dustin Freeman, Chief
Procurement Division

FROM: Joshua Gideon, Chief Building Inspections Division, *JEG*
Planning and Development Department *11/27/23*

Robert Blanco, Planning Services Manager *RB*
Planning and Development Department

RE: P-19-23 Building Permit and Plan Review Services

DATE: November 30, 2023

The Planning and Development Department has negotiated with the number one ranked consultant that submitted a proposal and was selected to provide **Building Permit and Plan Review Services** resulting in the attached Scope of Services, Exhibit A and Contract Fee Schedule, Exhibit B.

Accordingly, this is to recommend that the Planning and Development Department enter into a contract with Bureau Verita NA, Inc., to provide Building Permit and Plan Review Services that incorporates the attached Scope of Services identified as Exhibit A and Fee Schedule identified as Exhibit B. The contract period will be from execution of the contract through project completion; The maximum indebtedness is a not-to-exceed amount of \$450,000. All other terms and conditions of the Contract are per the City's standard contract language and as provided in the Request for Proposals.

Attachments: Exhibits A & B

cc: Alex Baker, PSEC Specialist

ATTACHMENT A SCOPE OF SERVICES

Description of Services and Deliverables

- The selected professional services consultant/firm shall function as an extension of the City's resources by providing qualified technical and professional level review of submitted Building Permit Documents for New Structures and Substantial Improvement to Existing Structures for completeness and accuracy.
- Reviewing Building Permit Documents for compliance with the Florida Building Code, including coordinating appropriate correction forms as needed with City staff.
- Participate with the team (City staff and selected professional services vendor) for any visits or conference calls with the Plan Review Section.
- Provide project management support of activities performed under this agreement of those general functions required to maintain the project on schedule, within budget, and that the quality of work products defined within this scope is consistent with City Standards and department expectations.
- Proven familiarity with the Florida Building Code

- **The Building Inspection Division reserves the right to perform a quality control re-check of any plan review work the contractor performed and the contractor would be penalized 10% of their billable fee for each code violation they failed to identify during their review of said plans.**

**ATTACHMENT B
FEE SCHEDULE**

Form 1 - Price Sheet

NAME OF CONSULTANT Bureau Veritas North America, Inc.

Proposal Number P-19-23

SCHEDULE OF PROPOSED PRICES/RATES

1. Flat Fee (payable upon completion of project or upon completion of listed deliverables):
N/A

2. If charges are based on hours worked, the hourly direct labor rates (without Fringe Benefits) are:
Principal (Partner or Senior Officer): \$ N/A hr.
Project Manager (Responsible Professional): \$ N/A hr.

3. Other Direct Project Costs per Unit (please specify)
Plans Examiner - \$120.00 per hour

4. Estimated percentage of total fee to be performed by sub-contractors 0 %

5. Please provide any other relevant rates that may apply to this project including average direct hourly labor rates for other categories of proposed personnel
N/A



**BUREAU VERITAS NORTH AMERICA, INC.
STANDARD PROFESSIONAL SERVICES AGREEMENT**

This STANDARD PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2023, by and between Bureau Veritas North America, Inc., (“BVNA”), and the City of Jacksonville, Florida, (“Client”).

These Terms and Conditions govern the work to be performed by Bureau Veritas North America, Inc. (“BVNA”), as specified in the proposal prepared by BVNA of which these Terms and Conditions are a part thereof.

WHEREAS, the Client desires that BVNA provide independent professional services for Client under the terms of a Standard Professional Services Agreement;

WHEREAS, BVNA represents that it is a professional independent consulting firm and is willing and able to perform such services upon terms and conditions hereinafter set forth;

WHEREAS, all services will be conducted in accordance with these terms and conditions and the agreed upon Scope of Services and Fee Schedule the forms of which are attached as Attachments “A” and “B” respectively.

NOW, THEREFORE, in consideration of the foregoing and of the benefits to each of the parties accruing, the parties hereto do mutually agree as follows:

AGREEMENT

1. Initiation of Services: During the term of this Agreement, Client may call upon BVNA to perform specific work from the scope to be defined per project in accordance with the agreed upon fees. Individual projects may be delineated via a specific proposal in accordance with the terms and conditions set forth in this Agreement. BVNA agrees to furnish services in conformity with the terms hereof and the following documents which are incorporated by reference and made a part hereof. No subsequent amendment to this Agreement shall be binding on either BVNA or Client unless reduced to writing and signed by an authorized Representative of BVNA and Client. Any pre-printed forms including, but not limited to: purchase orders, shipping instructions, or sales acknowledgment forms of either party containing terms or conditions at variance with or in addition to those set forth herein shall not in any event be deemed to modify or vary the terms of this Agreement.

2. Scope of Services: BVNA shall provide its services at the time, place, and in the manner specified in the proposal.

3. Term. This Agreement shall remain in effect from the effective date of the Agreement unless terminated by written notice to the other party at least thirty (30) days prior to termination. Fees may be adjusted annually.

4. Time of Performance: The services of BVNA are to commence upon execution of this Agreement and shall continue until all authorized work is completed. BVNA shall use commercially reasonable best efforts

in performing services under these Terms and Conditions, and the Companion Documents ("Agreement"). Companion Documents shall mean any documents accompanying BVNA's Proposal, including but not limited to the Scope of Work, Fee Schedules or any other Exhibits specific to the project. BVNA shall not be responsible for failure to perform its services if i) there is a failure or delay by Client or its contractors in providing BVNA with the necessary access to properties, documentation, information, or materials; ii) Client or its contractors fail to approve or disapprove BVNA's work; or iii) if Client causes delays in any way whatsoever. In any of these events, BVNA's time for completion of its service shall be extended accordingly. BVNA shall not be responsible for failure to perform if such failure is due to any act of God, labor trouble, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure or interruption, or any other cause reasonably beyond BVNA's control. In any of these events, BVNA's time for completion of its services shall be extended accordingly.

5. Compensation: Compensation to be paid to BVNA shall be in accordance with the Schedule of Fees set forth in accordance with the agreed upon fee schedule per project.

6. Method of Payment: BVNA shall submit monthly billings to Client describing the work performed during the preceding month. Client shall pay BVNA no later than thirty (30) days after receipt of the monthly invoice by Client's staff. If the invoice is not paid within such period, Client shall be liable to BVNA for a late charge accruing from the date of such invoice to the date of payment at the lower of eighteen (18) percent per annum or the maximum rate allowed by law. Further, if the invoice is not paid within such period, BVNA may, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, elect to terminate performance of services immediately following written notice from BVNA to Client. Notwithstanding any such termination of services, Client shall pay BVNA for all services rendered by BVNA up to the date of termination of services plus all interest, termination costs and expenses incurred by BVNA. Client shall reimburse BVNA for all costs and expenses of collection, including reasonable attorney's fees. For work requiring a construction permit to be issued, the total fee will be billed when the permit is issued by the Jurisdiction.

7. Construction Monitoring: If BVNA is engaged by Client to provide a site representative for the purpose of monitoring specific portions of any construction work, as set forth in the proposal, then this Section 7 shall apply. If BVNA's engagement does not include such construction monitoring, then this Section shall be null and void. In connection with construction monitoring, BVNA will report observations and professional opinions to Client. BVNA shall report to Client any observed work which, in BVNA's opinion, does not conform to plans and specifications. BVNA shall have no authority to reject or terminate the work of any agent or contractor of Client. No action, statements, or communications of BVNA, or BVNA's site representative, can be construed as modifying any agreement between Client and others. BVNA's presence on the Project site in no way guarantees the completion or quality of the performance of the work of any party retained by Client to provide construction related services. Neither the professional activities of BVNA, nor the presence of BVNA or its employees, representatives, or subcontractors on the Project Site, shall be construed to impose upon BVNA any responsibility for methods of work performance, superintendence, sequencing of construction, or safety conditions at the Project site. Client acknowledges that Client or its general contractor is solely responsible for job site safety, and warrants and agrees that such responsibility shall be made evident in any Project owner's agreement with the general contractor. Client also agrees to make BVNA an additional insured under any general contractor's General Liability insurance policy. Prior to the commencement of the Work, Client shall provide BVNA with a certificate of insurance evidencing the required insurance. Such certificates shall be issued by an insurance carrier(s) acceptable to BVNA and shall be endorsed to include: (1) BVNA as additional insured; (2) thirty (30) days prior written notice of cancellation or material change in any of the coverages; and (3) a waiver of subrogation as to BVNA. Each policy of insurance required shall be written by an insurance company with a minimum rating by A.M. Bests & Company of A-VI. This insurance shall be primary to any insurance available to BVNA. In the event BVNA expressly assumes any health and safety responsibilities for hazardous materials or other items specified in this Agreement, the acceptance of such responsibility does not and shall not be deemed an acceptance of responsibility for any other

health and safety requirements, such as, but not limited to, those relating to excavation, trenching, drilling or backfilling.

8. Ownership of Documents: All plans, studies, documents and other writings prepared by BVNA, its officers, employees and agents and subcontractors in the course of implementing this Agreement shall remain the property of BVNA. The Client acknowledges that all intellectual property rights related to the performance of the Agreement, including but not limited to the names, service marks, trademarks, inventions, logos and copyrights of BVNA and its affiliates, (collectively, the “Rights”) are and shall remain the sole property of BVNA or its affiliates and shall not be used by the Client, except solely to the extent that the Client obtains the prior written approval of BVNA and then only in the manner prescribed by BVNA. If BVNA terminates the Agreement in accordance with the provisions of Article 29 below, any such license granted by BVNA to the Client shall automatically terminate.

9. Use of Data or Services: BVNA shall not be responsible for any loss, liability, damage, expense or cost arising from any use of BVNA’s analyses, reports, certifications, advice or reliance upon BVNA’s services, which is contrary to, or inconsistent with, or beyond the provisions and purposes set forth therein or included in these Terms and Conditions, or in the Companion Documents. Client understands and agrees that BVNA’s analyses, reports, certifications and services shall be used solely by the Client, and only Client is allowed to rely on such work product. If a third party relies on the services, analyses, reports or certifications without BVNA’s written permission, then Client agrees to defend and indemnify BVNA from any claims or actions that are brought as a result of such reliance.

10. Independent Contractor: It is understood that BVNA, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the Client. BVNA shall obtain no rights to retirement benefits or other benefits which accrue to Client’s employees, and BVNA hereby expressly waives any claim it may have to any such rights.

11. Standard of Care: BVNA REPRESENTS THAT THE SERVICES, FINDINGS, RECOMMENDATIONS AND/OR ADVICE PROVIDED TO CLIENT WILL BE PREPARED, PERFORMED, AND RENDERED IN ACCORDANCE WITH PROCEDURES, PROTOCOLS AND PRACTICES ORDINARILY EXERCISED BY PROFESSIONALS IN BVNA’S PROFESSION FOR USE IN SIMILAR ASSIGNMENTS AND PREPARED UNDER SIMILAR CONDITIONS AT THE SAME TIME AND LOCALITY. CLIENT ACKNOWLEDGES AND AGREES THAT BVNA HAS MADE NO OTHER IMPLIED OR EXPRESSED REPRESENTATION, WARRANTY OR CONDITION WITH RESPECT TO THE SERVICES, FINDINGS, RECOMMENDATIONS OR ADVICE TO BE PROVIDED BY BVNA PURSUANT TO THIS AGREEMENT.

12. Indemnity: Subject to the Limitation of Liability included in this Agreement, BVNA shall indemnify and hold harmless Client from and against losses, liabilities, and reasonable costs and expenses (for property damage and bodily injury, including reasonable attorney’s fees), to the extent directly and proximately caused by BVNA’s negligent performance of services or breach of warranty under this Agreement.

BVNA shall not be obligated to defend the Client until there is an actual finding of negligence or if the parties agree otherwise. Client shall defend, indemnify and hold harmless BVNA, its employees, directors, officers, and agents, from and against claims, losses, liabilities, and reasonable costs and expenses (including reasonable attorney’s fees) that are: i) related to, or caused by the negligence or willful misconduct of Client, its employees, or agents; ii) related to this Agreement or the work to be performed by BVNA for which BVNA is not expressly responsible; or iii) the expressed responsibility of the Client under this Agreement.

13. Limitation of Liability: To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the total aggregate liability of BVNA, its affiliates, employees, officers, directors and agents (Collectively referred to in this paragraph as “BVNA”) for all claims for negligent

professional acts, errors or omissions arising out of this Agreement is limited to \$50,000 or the amount of the total fees hereunder, whichever is greater.

14. Insurance: BVNA, at BVNA's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies with insurers possessing a Best's rating of no less than A:VII:

- a. **Workers' Compensation Coverage:** BVNA shall maintain Workers' Compensation and Employer's Liability Insurance for its employees in accordance with the laws of the state where the services are being performed. Any notice of cancellation or non-renewal of all Workers' Compensation policies will be sent to the Client in accordance with the policy provisions.
- b. **General Liability Coverage:** BVNA shall maintain Commercial General Liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
- c. **Automobile Liability Coverage:** BVNA shall maintain Automobile Liability insurance covering bodily injury and property damage for activities of BVNA employee arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- d. **Professional Liability Coverage:** BVNA shall maintain Professional Errors and Omissions Liability for protection against claims alleging negligent acts, errors or omissions which may arise from BVNA's services under this Agreement. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis.

BVNA shall name Client as additional insured and other parties that it deems appropriate to be additionally insured under BVNA's Commercial General Liability policy and Automobile Liability policy, if requested to do so by Client. The Client, on its own behalf and on the behalf of any others that are named as additionally insured at Client's request, agrees that providing such insurance or the additional insured endorsement shall in no way be construed as an assumption by BVNA of any liability for the negligence or willful misconduct or any wrongful behavior on the part of Client or others that are named additionally insured.

15. Consequential and Punitive Damages: Neither BVNA nor Client shall be liable under any circumstances for loss of profits, loss of product, consequential damages of any kind, indirect damages of any kind or special damages of any kind to the other party, or to any third party. No punitive or exemplary damages of any kind shall be recoverable against either party under any circumstances.

16. Cause of Action: If Client makes a claim against BVNA, for any alleged error, omission, or other act arising out of the performance of its professional services and to the extent the Client fails to prove such claim, then the Client shall pay all costs including attorney's fees incurred by BVNA in defending the claim. Any cause of action brought against BVNA shall be brought within one (1) year of the work or services performed under this Agreement.

17. Compliance with Laws: BVNA shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinance and regulations in effect as of the date services are provided.

18. Resolution of Disputes: All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, except

those disputes which arise out of or are related to collection matters or fees alone under this Agreement, (collectively "Disputes") shall be submitted to mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and BVNA shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client and BVNA within ten (10) calendar days, a mediator shall be chosen as specified in the Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree.

Should either party to this Agreement commence any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorney's fees.

19. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the state where the BVNA office originating the work or proposal is located.

20. Releases: All lien releases will be limited to payment issues; no additional terms and conditions may be added to a release of lien.

21. Waiver of Jury Trial: Each party waives its right to a jury trial in any court action arising between the parties, whether under this Agreement or otherwise related to the work being performed under this Agreement.

22. Third Party Beneficiary: It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to the Client and BVNA. Nothing contained in the Agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of the Client and BVNA that any such person or entity, other than Client or BVNA, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary.

23. Written Notification: Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth in the proposal. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to Client:

If to BVNA:

Bureau Veritas North America, Inc.
Attn: Contract Processing
1000 Jupiter Road, Suite 900
Plano, TX 75074

With cc to:

Bureau Veritas North America, Inc.
Attention: Legal Department
1601 Sawgrass Corporate Parkway, Suite 400
Fort Lauderdale, FL 33323

24. Confidential Information: Neither party shall disclose information identified as confidential to anyone except those individuals who need such information to perform the Services; nor should either party use such confidential information, except in connection with the Work, the performance of the Services or as authorized by the other party in writing. Regardless of the term of this Agreement, each party shall be bound by this obligation until such time as the confidential information shall become part of the public domain. Confidential information shall not include information which is either: (i) known to the public; (ii) was known to the receiving party prior to its disclosure; or (iii) received in good faith from a third party. If either party is required to produce information by valid subpoena or Court order, parties agree to first provide prompt notice to other party in order to allow the party to seek a protective order or other appropriate remedy. This shall not prevent either party from disclosing information to the extent reasonably necessary to substantiate a claim or defense in any adjudicatory proceeding. Client agrees that BVNA shall be permitted to use Client's name and logos in BVNA's marketing materials unless advised or prohibited against it by the Client in writing. The technical and pricing information contained in any proposal or other documents submitted to the Client by BVNA shall be considered confidential and proprietary and shall not be released or disclosed to a third party without BVNA's written consent.

25. Assignment: Neither party may assign this Agreement or any right or obligation hereunder without the prior written consent of the other party, which shall not be unreasonably withheld or delayed; provided, however, that no consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition or consolidation by either party or an assignment to an Affiliate of either party if such successor or Affiliate assumes all obligations under this Agreement. Any attempted assignment, which requires consent hereunder, shall be void and shall constitute a material breach of this Agreement if such consent is not obtained.

26. Non-Solicitation/Hiring of Employees:

(a) To promote an optimum working relationship, the Client agrees in good faith that for the term of this Agreement and one year after the completion or termination of the Agreement not to directly or indirectly employ or otherwise engage any current employee of BVNA or any former employee of BVNA who left the employ of BVNA within the six (6) months prior to and including the date of the execution of the Agreement. The loss of any such employee would involve considerable financial loss of an amount that could not be readily established by BVNA. Therefore, in the event that Client should breach this provision and without limiting any other remedy that may be available to BVNA, the Client shall pay to BVNA a sum equal to the employee's current annual salary plus twelve (12) additional months of the employee's current annual salary for training of a new employee as liquidated damages.

(b) BVNA's employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay BVNA's legal expenses, administrative costs and fees pursuant to BVNA's then current fee schedule for BVNA to respond to any subpoena.

27. Prevailing Wage: This Agreement and any proposals hereunder specifically exclude compliance with any project labor agreement or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of the proposal, this Agreement and any proposals hereunder specifically exclude compliance with any State or Federal prevailing wage law or associated requirements, including the Davis Bacon Act. Due to the professional nature of its services BVNA is generally exempt from the Davis Bacon Act and other prevailing wage schemes. It is agreed that no applicable prevailing wage classification or wage rate has been provided to BVNA, and that all wages and cost estimates contained herein are based solely upon standard, no-prevailing wage rates. Should it later be determined by the Client or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. These exclusions shall survive the completion of the project and shall be merged into any subsequently executed documents between the parties, regardless of the terms of such agreement. Client will reimburse, defend, indemnify and hold

harmless BVNA from any liability resulting from a subsequent determination that prevailing wage regulations cover the Projects, including all costs, fines and reasonable attorney's fees.

28. Waiver: No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

29. Amendments: This Agreement may be modified or amended only by a written document executed by both BVNA and Client.

30. Entire Agreement: This Agreement constitutes the complete and exclusive statement of Agreement between the Client and BVNA. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

31. Termination: This Agreement may be terminated immediately for cause or by either party without cause upon fifteen (15) days written notice of termination. Upon termination, BVNA shall be entitled to compensation for services performed up to the effective date of termination.

(a) Termination by Client: If the Client terminates this agreement without cause, the Client shall have two options concerning work and assignments that are in-progress. The Client shall select from: (1) Allowing BVNA the opportunity to complete all work and assignments in-progress that may be completed by another provider after the effective date of BVNA's termination; or (2) Providing BVNA with a complete and unconditional release from any and all liability and indemnification requirements regarding all work and assignments that remain in-progress upon BVNA's termination effective date. In the event that Client is silent on termination or does not make an affirmative selection, option (2) providing BVNA with a complete and unconditional release from any and all liability and indemnification requirements will be the default and active selection.

(b) Termination by BVNA: If BVNA terminates without cause, BVNA will provide client with a thirty (30) day transition period from the notice of termination to allow Client sufficient time to secure a new Service Provider. During this transition period, BVNA and Client's responsibilities under this agreement will remain in full force and effect. At the end of the thirty (30) day transition period BVNA will cease all activities. In the event Client shall request BVNA to continue to provide any Services beyond the expiration of the transition period, including any extensions, then BVNA and Client may negotiate in good faith terms of any such extension, including the pricing of Services.

32. Interpretation of Agreement: This Agreement shall be interpreted as though prepared by all parties and shall not be construed unfavorably against either party.

33. Severability of Agreement: If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the laws of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be effected and shall remain in full force and effect.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereby execute this agreement upon the terms and conditions stated above and the attached Third Party Plan Review Agreement terms and conditions following the signatures below.

BUREAU VERITAS NORTH AMERICA, INC.	CLIENT
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:
Address:	Address:
Telephone:	Telephone:
Email:	Email:
DTQR	
Date	



City of Jacksonville, Florida

Donna Deegan, Mayor

Planning and Development Department
214 North Hogan Street #300
Jacksonville, FL 32202
(904) 630-CITY

COJ PROCUREMENT

A New Day.

TO: Dustin Freeman, Chief
Procurement Division

'23 NOV 27 PM 3:24:05

FROM: Joshua Gideon, Chief Building Inspections Division,
Planning and Development Department

JEG
11/27/23

Ashantae Green, Sustainability Manager
Planning and Development Department

AG
11/27/23

RE: Request to Piggyback Hanson Professional Services, Inc.

DATE: November 30, 2023

P-52-23 PB#5

The Seminole County of Florida has a contract #RFQ3320-20/DRR with Hanson Professional Services, Inc. to implement the Seminole County Energy Efficiency and Sustainability Plan. The Planning and Development Department requests approval to piggyback services under the contract with Hanson Professional Services, Inc. to work as our consultant on our EPA Climate Pollution Reduction Grant.

The Planning and Development Department has obtained a preliminary Climate Action Plan Scope and Fee from Hanson Professional Services for consideration.

Accordingly, the maximum indebtedness of the City of Jacksonville for this contract will be \$890,815.00, to be funded by grant project number 010856. The period of service will extend for four years during the grant period ending on 8/31/2027.

Attachments: Exhibits

cc: Alex Baker, PSEC Specialist

November 26, 2023

Mrs. Ashantae Green
Sustainability Manager
City of Jacksonville
214 N. Hogan St.
Jacksonville, FL 32202

RE: City of Jacksonville Priority Climate Action Plan for the Jacksonville, FL MSA
Hanson Project No. 23G1041P

Dear Mrs. Green:

Hanson Professional Services Inc. (Hanson) is pleased to have the opportunity to support the City of Jacksonville in the development of their Priority Climate Action Plan as defined by the Environmental Protection Agency (EPA) Climate Pollution Reduction Grant (CPRG). We understand that you are looking for a qualified and experienced partner to help you finalize and submit your climate action plan by March 1, 2024. I am writing to express our interest in working with you on the development of your key deliverables.

The Hanson Team has the capacity and expertise to provide you with the support you need for project management, and greenhouse gas (GHG) inventory and climate action plan development. Our team is comprised of professionals based in Florida, in addition to subconsultants whose expertise will support the development of a community climate action plan, public involvement and workforce development and analysis. As the lead for this effort, I am a sustainability consultant with over seven years of experience in helping clients achieve their energy, environmental, social, and economic goals. I have worked on several projects related to sustainability and resiliency in the built environment, and I also serve as the current chair for the USGBC North Florida chapter, a non-profit organization that promotes green building practices and standards. Through my past participation in various committees for the City of Jacksonville as a subject matter expert, I continue to demonstrate my environmental stewardship and commitment to creating a more resilient and sustainable future for my community.

We would begin by conducting an evaluative study of the existing greenhouse gas emissions and sinks among the Municipal Statistical Area (MSA). We intend to build upon the Jacksonville MSA existing municipal inventory constructed within ICLEI, an online emissions inventory software that helps local governments to account for greenhouse gas emissions, common air pollutants, and other volatile organic compounds. We will concurrently work with identified governmental agencies, stakeholders, and municipal partners to identify and quantify priority GHG reduction strategies.

We further understand that the priority climate action plan would aid in the development of your CPRG phase 2 implementation grant application and comprehensive climate action plan. The Hanson team can support you with the grant application and plan development and implementation as well. We have worked on the following projects that are similar in nature to your own:

- Energy efficiency and sustainability roadmap for Seminole County, Florida
- Energy transition plan for Valencia College
- Energy roadmap for JFK International Airport, Terminal 4

EXHIBIT 'A'

- Energy roadmap for Orlando International Airport
- Potential net zero energy efficiency and carbon reduction study for Renu Communities in Altamonte Springs, FL

We have successfully helped these clients to identify their GHG emissions, set reduction targets, and implement mitigation and adaptation strategies. We have also used innovative tools and methods to monitor and evaluate their progress and impact.

One of our proposed subconsultants, Erin Deady, AICP, has significant management experience on numerous complex projects involving climate legal, policy and planning elements including vulnerability analyses and integration of adaptation responses into comprehensive plans. Ms. Deady has worked on numerous sustainability, climate and energy planning efforts around the state for large and small local governments, including City of West Palm Beach, City of Sunrise, and Monroe County. Ms. Deady has published numerous articles and resources related to the planning and legal issues surrounding resiliency and adaptation planning strategies. A cornerstone of this experience includes the development and implementation of public engagement and outreach strategies to support local government policy and decision-making processes. Her areas of expertise include sustainability and climate planning, land use, and grant funding.

Lending her expertise in community outreach and public relations, Cantrece Jones and her company Acuity Design Group (ADG) will facilitate as a subcontractor in event planning, public relations, public involvement and outreach materials, and community engagement of interagency groups, stakeholders, and municipal partners. ADG is an esteemed MBE, DBE, JSEB, and WOSB within the Jacksonville community and across the state, and their role in the CPRG planning will be invaluable in creating meaningful engagement opportunities among all stakeholders, especially with low income and disadvantaged communities in our region. ADG most recently provided similar services in the City of Jacksonville Resilience Planning, and their prior involvement with this project will provide continuity to the planning and implementation of sustainability goals identified within the COJ Resilience Plan.

We will also engage a local subconsultant to the region, specifically seeking a group with experience engaging with regional low income and disadvantaged communities to fulfill the scope of workforce analysis and forecasting, including incorporation of job quality into project planning and development of high road training programs.

Our understanding of the proposed project and scope is as follows:

I. ABBREVIATED PROJECT DESCRIPTION

The Climate Pollution Reduction Grant (CPRG) is a program that provides grants to states, local governments, tribes, and territories to develop and implement plans for reducing greenhouse gas emissions and other harmful air pollution. The program is divided into two stages: noncompetitive planning grants and competitive implementation grants. The planning grants provide funding of \$250 million and can be used to update existing climate, energy, or sustainability plans, or to develop new plans. The implementation grants provide funding of \$4.6 billion and are only available to communities that are partners in, included in, or covered by Preliminary Climate Action Plans produced under Phase I planning grants. The program is administered by the Environmental Protection Agency.

EXHIBIT 'A'

We understand that the Jacksonville MSA includes the following counties: Duval, St. Johns, Baker, Nassau, Clay, and Palm Coast Counties. We also understand that all municipal GHG data for the counties are being gathered into the ICLEI e-Library by December 2023.

II. CPRG SCOPE

1. Ongoing Process and Meetings (through midsummer 2027)

- a. Develop quality assurance plan:
 - i. Participate in planned and/or ongoing engagement with representatives and residents, including neighboring communities, municipal groups, tribal partnerships, or tribal consortia as detailed in the CPRG Program Guidance.
 - ii. Support the lead organization for the MSA to collaborate with air pollution control agencies, municipalities, and tribes within their jurisdiction as detailed in the CPRG Program Guidance.
 - iii. Support the lead organization for the MSA to coordinate with other appropriate agencies within their own government in developing planning deliverables, including environmental protection, energy, utilities, transportation, housing, waste management, and land use planning as detailed in the CPRG Program Guidance.
 - iv. Identify concerns of community and potential solutions
 - v. Create a community engagement plan and maintain ongoing engagement, laying out goals, challenges, potential solutions, methods to measure progress, and manners to continue engagement
 - vi. Review project scope, tasks and deliverables
 - vii. Formulate a schedule and stakeholder management plan including communication channels
- b. Interagency meetings:
 - i. Meetings to occur biweekly until completion of PCAP (present – March 2024; up to 5 meetings)
 - ii. Meetings to occur quarterly through completion of CCAP (April 2024 – June 2025; up to 4 meetings)
 - iii. Meetings occur semiannually through completion of Status Report (July 2025 – July 2027; up to 4 meetings)
- c. Stakeholder meetings:
 - i. Meetings to occur biweekly until completion of PCAP (present – February 2024; up to 5 meetings, anticipated to be conducted jointly with the interagency meetings)
 - ii. Meetings to occur quarterly through completion of CCAP (March 2024 – June 2025; up to 4 meetings, anticipated to be conducted jointly with the interagency meetings)
 - iii. Meetings occur annually through completion of Status Report (July 2025 – July 2027; up to 2 meetings, anticipated to occur independently of the interagency meetings)
- d. Meetings with Municipal Partners:
 - i. Meetings to occur biweekly until completion of PCAP (present – February 2024; up to 5 meetings, anticipated to be conducted jointly with the interagency meetings)
 - ii. Meetings to occur quarterly through completion of CCAP (March 2024 – June 2025; up to 4 meetings, anticipated to occur independently of the interagency meetings)

EXHIBIT 'A'

- iii. Meetings occur annually through completion of Status Report (July 2025 – July 2027; up to 2 meetings, anticipated to occur independently of the interagency meetings)
 - e. Quarterly Reports:
 - i. See schedule for Quarterly Report (up to 14)
2. Workplan 1: Priority Climate Action Plan (through March 2024)
- a. GHG Inventory / Analysis:
 - i. Simplified inventory. Use EPA identified tools and database to identify carbon emissions and sinks. Data may be from EPA's inventory of US GHG Emissions and Sinks by State, US GHG Reporting Program, or National Emissions Inventory
 - ii. Primary GHGs to be covered, including CO₂, CH₄, N₂O, HFCs, PFCs, SF₆, and NF₃), using 100-year GWP from IPCC Fifth Assessment Report per international reporting standards
 - iii. Use regional, county, and local data where there are gaps, when expediency allows
 - b. GHG Measure Selection:
 - i. Include focused list of near-term, high-priority, implementation ready measures that have been identified for implementation by the lead organization and any other collaborating entities. For the lead organization, such measures should be those that it plans to implement directly and/or in partnership with collaborating agencies as described in their workplan.
 - ii. Indicate which measures could be implemented by other entities
 - iii. Establishment of metrics to track progress for each measure
 - iv. Provide within PCAP an estimate of quantifiable GHG emissions reductions, key implementing agency or agencies, implementation schedule and milestones, expected geographic location if applicable, milestones for obtaining legislative or regulatory authority as appropriate, identification of funding sources if relevant, and metrics for tracking process.
 - v. Identify near-term, high-priority, implementation-ready measures among sectors. (encouraged, not required for PCAP)
 - vi. Identification of funding sources
 - vii. Develop quantitative cost estimates for PCAP (encouraged, not required)
 - c. Quantification of GHG and LIDC Benefits:
 - i. Qualitatively and quantitatively assess benefits to LIDACs associated with GHG reduction measures
 - ii. Identify specific climate impacts or risks to which disadvantaged communities within the MSA are particularly vulnerable
 - iii. Identify impacts of air pollution and public health improvements
 - iv. Quantify energy cost savings
 - v. Consider impacts of economic development and job creation
 - vi. Community capacity building, focusing on enabling all members of the community to develop competencies and skills so as to take greater control and contribute to an inclusive local environment
 - vii. Other priority benefits discussed during community engagement
 - d. Review of Authority:
 - i. Identify entities that have authority to implement GHG measures
 - ii. Create a crosswalk matrix for federal funding and authority to implement
 - e. Leveraging Funding Opportunities and Workforce Analysis:

EXHIBIT 'A'

- i. Analyze/forecast workforce development activities that are needed to implement priority measures included in the PCAP (this is encouraged, not required)
 - ii. Identify partners
 - iii. Incorporate job quality into project planning
 - iv. Develop high road training programs
 - v. Plan to measure all outcomes
 - f. Deliverable: Report
 - i. Draft report to be completed in late January or early February to allow for public comment and review by key stakeholders
 - ii. Collaborate with team members to submit final report by March 1, 2024
 - g. Deliverable: Submit Application for CPRG Implementation Grant by April 1, 2024
- 3. Workplan 2: Comprehensive Action Plan (through midsummer 2025)
 - a. GHG Inventory and Projections:
 - i. Expand upon the PCAP inventory using locally and regionally collected data, by sector. Sectors within scope include industry, electricity generation and/or use, transportation, commercial and residential buildings, agriculture, natural and working lands, and waste and materials management
 - ii. Establish near-term and long-term projections and GHG emissions
 - b. GHG Target Setting:
 - i. For each measure, identify key implementing agency or agencies, implementation schedule and milestones, expected geographic location if applicable, milestones for obtaining implementation authority as appropriate, identification of funding sources if relevant, and metrics for tracking progress.
 - c. GHG Measure Selection and Quantification:
 - i. Establish implementation schedule and milestones, expected geographic location, if applicable
 - ii. Cost information must be included
 - d. Benefits and LIDC Benefits Analysis:
 - i. Detailed description (qualitative or quantitative) of expected benefits, expanding upon those identified in the PCAP
 - ii. Numerical estimates of emissions reductions in LIDACs or other benefits should be included if available, but are not required
 - iii. Identify specific climate impacts or risks to which disadvantaged communities within the MSA are particularly vulnerable
 - iv. Identify impacts of air pollution and public health improvements
 - v. Quantify energy cost savings
 - vi. Consider impacts of economic development and job creation
 - vii. Community capacity building, focusing on enabling all members of the community to develop competencies and skills so as to take greater control and contribute to an inclusive local environment
 - viii. Other priority benefits discussed during community engagement
 - e. Review of Authority and Funding Opportunities:
 - i. Identify entities that have authority to implement GHG measures identified in the CCAP
 - ii. Create a crosswalk matrix for federal funding and authority to implement
 - f. Workforce Analysis and Strategy:
 - i. Conduct analysis of anticipated workforce shortages that may prevent achievement of CCAP goals

EXHIBIT A'

- ii. Analyze/forecast workforce development activities that are needed to implement priority measures included in the PCAP (this is encouraged, not required)
- iii. Identify partners
- iv. Incorporate job quality into project planning
- v. Develop high road training programs
- vi. Plan to measure all outcomes
- vii. Identify potential solutions and partners at the state, regional, and/or local level that are equipped to help address those challenges.
- viii. Identify existing funding or programs that can help support the workforce needs of the CCAP
- g. Deliverable: Report
- 4. Workplan 3: Status Report and Ongoing Activities (through midsummer 2027)
 - a. Update Emissions Analyses:
 - i. Maintain updated GHG inventory from CCAP (encouraged, not required)
 - ii. Update projected GHG emissions for the Status report if new information warrants it (strongly encouraged, not required)
 - b. Update Workforce Analysis:
 - i. Report on workforce development progress that has been made since submitting the CCAP
 - ii. Update ongoing workforce development challenges that are inhibiting progress toward meeting climate goals
 - c. Assess Implementation Status:
 - i. Update status of plan implementation, including status of implementation for the individual measures identified in the CCAP, indicating whether a measure is still under development or fully implemented.
 - ii. Outline measures still under development, key parties and their actions needed to complete the measure.
 - iii. Outline the quantitative and qualitative outcomes of fully implemented measures
 - d. Develop Next Steps
 - e. Deliverable Status Report

III. SCHEDULE

A. It is assumed that the CPRG duration will be approximately 4 years per the following schedule:

1. Quality assurance (ongoing)
2. Preliminary Climate Action Plan due March 1, 2024
3. Application deadline for Implementation Grant due April 1, 2024
4. Comprehensive Climate Action Plan due midsummer 2025
5. CPRG Status Report due midsummer 2027

IV. FEE SCHEDULE (ANTICIPATED)

Task	Fee
Workplan 1: Priority Climate Action Plan	\$281,640
Workplan 2: Comprehensive Climate Action Plan	\$367,075
Workplan 3: Status Report and Ongoing Activities	\$242,100

EKB 'B'

Above is what we consider to be the fee for the CPRG Tasks. The fees for Workplan 2 and Workplan 3 are provided for informational purposes only as the budget continues to be developed. We reserve the right to revisit this fee based upon the completion and findings of the PCAP. Because of the very expedited schedule, we will work with you to help you achieve your climate goals and enhance the city's resilience and sustainability.

V. HOURLY RATE SCHEDULE

The hourly rates provided in the table below are piggybacked based on the Seminole County Energy Efficiency and Sustainability Plan Development and Implementation Services Agreement, RFQ-3320-20/DDR, dated May 18, 2021.

	2021 (Base Year)	2022	2023	2024	2025	2026	2027
	Annual increase	3.5%	5.0%	4.5%	4.0%	4.0%	4.0%
EAS I	\$ 92.57	\$ 95.81	\$ 100.60	\$ 105.13	\$ 109.33	\$ 113.71	\$ 118.25
EAS II	\$ 95.23	\$ 98.56	\$ 103.49	\$ 108.15	\$ 112.47	\$ 116.97	\$ 121.65
EAS III	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
EAS IV	\$ 111.31	\$ 115.21	\$ 120.97	\$ 126.41	\$ 131.47	\$ 136.72	\$ 142.19
EAS V	\$ 153.70	\$ 159.08	\$ 167.03	\$ 174.55	\$ 181.53	\$ 188.79	\$ 196.34
EAS VI	\$ 158.25	\$ 163.79	\$ 171.98	\$ 179.72	\$ 186.91	\$ 194.38	\$ 202.16
EAS VII	\$ 193.18	\$ 199.94	\$ 209.94	\$ 219.39	\$ 228.16	\$ 237.29	\$ 246.78
EAS VIII	\$ 200.42	\$ 207.43	\$ 217.81	\$ 227.61	\$ 236.71	\$ 246.18	\$ 256.03
ADMIN I	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ADMIN II	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ADMIN III	\$ 60.43	\$ 62.55	\$ 65.67	\$ 68.63	\$ 71.37	\$ 74.23	\$ 77.20
ADMIN IV	\$ 81.22	\$ 84.06	\$ 88.27	\$ 92.24	\$ 95.93	\$ 99.76	\$ 103.75
ADMIN V	\$ 76.68	\$ 79.36	\$ 83.33	\$ 87.08	\$ 90.57	\$ 94.19	\$ 97.96
ADMIN VI	\$ 96.92	\$ 100.31	\$ 105.33	\$ 110.07	\$ 114.47	\$ 119.05	\$ 123.81
ADMIN VII	\$ 141.00	\$ 145.94	\$ 153.23	\$ 160.13	\$ 166.53	\$ 173.19	\$ 180.12

EXB 'B'

PRINCIPAL		\$ 303.1	\$ 318.2	\$ 332.5	\$ 345.8	\$ 359.7	\$ 374.1
	\$ 292.86	1	7	9	9	3	2
TECHVI	\$ 101.03	\$ 104.5	\$ 109.7	\$ 114.7	\$ 119.3	\$ 124.1	\$ 129.0
		7	9	4	2	0	6

We would love to discuss your feedback on the scope and schedule, and the opportunity to dive into the GHG benchmarking data gathered thus far. Please let me know your availability and preferred mode of communication. I look forward to hearing from you soon.

Sincerely,



Amanda Polematidis, PE, CxA, LEED AP BD+C

Associate Project Manager

Hanson Professional Services

EKB 'B'