City of Jacksonville, Florida

Lenny Curry, Mayor

City Hall at St. James
117 W. Duval St.
Jacksonville, FL 32202
(904) 630-CITY
www.coj.net

ONE CITY. ONE JACKSONVILLE.

August 15, 2018

M E M O R A N D U M

08/16/18 11:21:55
Procurement Division

TO: Gregory Pease, Division Chief
Procurement Division

FROM: Bryan Mosier, Division Chief
Municipal Code Compliance Division

AMD #1

RE: P-71-17 – Request for Asbestos Consulting Services Contract Renewal

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Municipal Code Compliance Division requests to exercise the first of three renewal options for P-71-17 contract for Asbestos Consulting Services with Apex Companies, LLC. Renewal would extend the period of service from October 1st, 2018 through September 30th, 2019 with two renewal options remaining on terms mutually agreeable to the parties and to add $120,000.00 for a maximum indebtedness of $240,000.00 for fiscal year 18-19 services.

Please see Exhibit B.1 for fee sheet.

BM/mc

APEX

July 25, 2018

Mr. Michael Chao
Code Enforcement Administrator
Municipal Code Compliance Division
214 N. Hogan Street, 1st Floor
Jacksonville, FL 32202

Subject: **Asbestos Abatement Consulting Services (#P-71-17) Renewal**

Dear Mr. Chao:

Apex Companies, LLC ("Apex") is pleased to extend our pricing for the above referenced services through September 2019.

Apex appreciates the opportunity to provide these services to the City of Jacksonville. If you have any questions or need additional information, please do not hesitate to contact me at (813) 248-8558 or Diane.Anderson@apexcos.com.

Thank you.

SUBMITTED BY:

Apex Companies, LLC

Diane Anderson
Division Manager

Form 1 – Price Sheet

NAME OF CONSULTANT: Apex Companies, LLC

Proposal Number: P-71-17

Fiscal Year: 2018-2019

SCHEDULE OF PROPOSED PRICES/RATES

1. Flat Fee (Payable upon completion of project or upon completion of listed deliverables)
   $795/survey, analytical & report
2. If charges are based on hours worked, the hourly direct labor rates (without Fringe Benefits) are:

   Principal (Partner or Senior Officer): $125.00 hr.

   Project Manager (Responsible Professional): $85.00 hr.

3. Other Direct Project Costs per Unit (please specify)

4. Estimated percentage of total fee to be performed by sub-contractors: 30%
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.

Exhibit B.

CONTRACT
BETWEEN
CITY OF JACKSONVILLE
AND
APEX COMPANIES, LLC
FOR
ASBESTOS ABATEMENT CONSULTING SERVICES

THIS CONTRACT for Asbestos Abatement Consulting Services (the "Services") is made and entered into this 26 day of Jan, 2018 (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 (the "City"), and APEX COMPANIES, LLC, a foreign limited liability company with its principal office at 15850 Crabbs Branch Way, Suite 200, Rockville, Maryland 20855-2610 (the "Contractor").

WHEREAS, City issued Request for Proposal No. P-71-17 (the "RFP") for certain professional services described in the RFP (the "Services"); and

WHEREAS, based on Contractor's response to the RFP, City has negotiated and awarded this Contract to Contractor; now therefore

IN CONSIDERATION of the premises and the mutual covenants contained below and for other good and valuable consideration acknowledged by the parties to be sufficient, the parties agree as follows:

1. **Performance of Services.** Contractor shall perform the Services as described in and according to (i) the RFP and the Response, each of which is incorporated into and made a part of this Contract, and (ii) the Scope of Services, attached hereto as **Exhibit A** and incorporated herein by this reference.

2. **Compensation.** Contractor shall be paid for the Services the fees detailed in the Contract Fee Summary, attached hereto as **Exhibit B** and incorporated herein by this reference.

3. **Maximum Indebtedness.** As required by Section 106.431, *Ordinance Code*, City's maximum indebtedness for the Services under this Contract for the period of service shall be a fixed monetary amount not-to-exceed ONE HUNDRED TWENTY THOUSAND AND 00/100 DOLLARS ($120.000.00).

4. **Term.** The period of service of this Contract shall commence on the date of its execution and continue until September 30, 2018, with three (3) one-year renewal options remaining on terms mutually agreeable to the parties.

5. **Contract Documents.** This Contract consists of the following documents, which are hereby incorporated as if fully set forth herein and which, in case of conflict, shall have priority in the order listed:

(i) This document, as modified by any subsequent signed amendments.

(ii) Any amendments to this document.

(iii) Specific information regarding the RFP (Section 1 of the RFP).

(iv) Description of Services and Deliverables (Section 4 of the RFP).

(v) General Instructions to Respondents (Section 2 of the RFP).

(vi) General Contract Conditions (Section 3 of the RFP).

(vii) The Response, provided that any terms in the Response that are prohibited under the RFP shall not be included in this Contract.

6. **Notice.** All notices under this Agreement shall be in writing and shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

As to City:

Dennis Steele
Contract Compliance Manager
City of Jacksonville/Municipal Compliance Division
214 North Hogan Street, 7th Floor
Jacksonville, Florida 32202

As to Contractor:

C. Eric Webb, Senior Project Manager
Apex Companies, LLC
5220 Shad Road, Suite 206
Jacksonville, Florida 32257

7. **Contract Managers.** Each party shall designate a Contract Manager during the Term of this Contract whose responsibility shall be to oversee the party's performance of its duties and obligations pursuant to this Contract. As of the Effective Date, City's Contract Manager is Dennis Steele (Phone: 904.255.7041; Fax: 904.255.8920; dsteele@coj.net), and

Contractor's Contract Manager is Frances Wood (Phone: 904.900.1779; Cell: 904.832.2079 Frances.Wood@ApexCos.com). Each party shall provide prompt written notice to the other party of any changes to the party's Contract Manager or his or her contact information; provided, such changes shall not be deemed Contract amendments and may be provided by email.

8. **Entire Agreement.** This Contract constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by Contractor. 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. Contractor may not unilaterally modify the terms of this Contract by affixing additional terms to materials delivered to City (e.g., "shrink wrap" terms accompanying or affixed to a deliverable) or by including such terms on a purchase order or payment document. Contractor acknowledges that it is entering into this Contract for its own purposes and not for the benefit of any third party.

9. **Amendments.** All changes to, additions to, modifications of, or amendments to this Contract or any of its terms, provisions, and conditions shall be binding only when in writing and signed by the authorized officer, agent, or representative of each of the parties hereto.

10. **Counterparts.** This Contract and all amendments hereto may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument.

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

IN WITNESS WHEREOF, the parties have executed this Contract as of 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 No. 2015-05

WITNESS:

By _____
Signature

Michele Gibson
Type/Print Name

Regional Administrator
Title

APEX COMPANIES, LLC

By _____
Signature

John Strecker
Type/Print Name

Vice President East Region
Title

Encumbrance and funding information for internal City use:

Account.....

Amount.....$120.000.00

This above stated amount is the maximum fixed monetary amount of the foregoing contract.

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.

Director of Finance
City Contract # 10384

Form Approve:

James R. McCain
Office of General Counsel

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Section 4
Description of Services and Deliverables

SCOPE OF SERVICES for the City of Jacksonville, Municipal Code Compliance Division Asbestos Survey, Operation and Maintenance Plan, Abatement Recommendations

1.0 Introduction

Asbestos consulting services are required for demolition of residential and commercial structures of 3 stories or less.

Asbestos surveys are needed prior to demolition of each structure.

The Vendor shall perform an asbestos survey, prepare operation and maintenance plans and abatement specifications.

The purpose of the Vendor's asbestos survey and related activities is to identify and address any Asbestos Containing Material (ACM) (RACM) present in the facilities to be demolished by the City of Jacksonville.

These buildings have been identified for demolition and therefore must be surveyed and the presence or absence of ACM/RACM documented. The Vendor must also provide asbestos abatement recommendations.

NOTE: No subcontractors will be authorized under this contract. All Contractors bidding on this contract must have the qualifications to complete all tasks noted below (with the exception of the laboratory functions).

2.0 Standards

All asbestos consulting activities are to be conducted under the direction of an asbestos Vendor licensed pursuant to Sections 469.003-469.014, Florida Statutes (F.S.) and shall be conducted in accordance with applicable local, state and federal laws, regulations and guidelines pertaining to asbestos in vacant buildings.

Asbestos surveys shall be performed, using as a guide, the Environmental Protection Agency's (EPA) Guidance for Controlling Asbestos-Containing Materials in Buildings (a/k/a the EPA Purple Book) and all updates thereto, the EPA asbestos protocol found in 40 CFR 763.80-763.99, the State of Florida Building Asbestos Survey Procedures Manual and Specifications, all of which by reference are made a part hereof, and/or other guidance procedures established by the EPA and Florida City of Jacksonville of Labor and Employment Security (FDLES) for vacant buildings proposed for demolition. Asbestos abatement shall be in accordance with the National Emission Standards for Hazardous Air Pollutants (NESHAP), 40 CFR Part 61 Subpart M; Occupational Safety and Health Administration (OSHA) 29 CFR 1910.1001 and 1926.1101; U.S. City of Jacksonville of Transportation 49 CFR 171 and 172, Hazardous Material Regulations and all updates thereto; and recommendations made by the Florida City of Jacksonville of Environmental Protection (FDEP) or its designated authority. All services provided shall be in accordance with EPA guidelines, NESHAP, OSHA regulations, and all other applicable federal, state and local regulations.

updates thereto. The analyst conducting the analysis shall have sufficient education, training and experience to perform the analysis in a competent manner. Applicable certifications of the analyst responsible for conducting the analysis as well as documentation of lab accreditation shall be provided in the survey report.

4.4 A Material Hazard Assessment by homogeneous area shall be conducted for all areas where known or suspected ACM/RACM are present in order to assess the material for present and potential asbestos hazards. The material assessment shall be conducted pursuant to the Building Asbestos Survey Procedures Manual and Specifications and 40 CFR 763.80-763.99, and all updates thereto, utilizing the Hazard Assessment Decision Tree. The status of occupancy (vacant vs. occupied) and the fact that the facility will be demolished should be considered when preparing the Material Hazard Assessment. Abatement response actions shall address the requirements of NESHAP's 40 CFR Part 61 Subpart M as they apply to buildings scheduled for demolition. The use of wet demolition methods for buildings containing non-regulated ACM/RACM shall be considered.

4.5 The Vendor shall prepare an individual parcel specific survey/assessment report that summarizes the results of the survey and provide appropriate abatement response alternatives. The report shall include any and all documentation including lab analysis sheets, photographs, drawings, etc., which may be needed to substantiate the presence or absence, quantity, condition, and location of ACM/RACM.

Vendor should make available to the City of Jacksonville one survey report sent via email and one (1) original copy with original signatures submitted to the City of Jacksonville or the authorized representative for review and approval within fifteen (15) calendar days of the date of the Letter of Authorization. Originals of survey reports and all subsequent revisions shall also be distributed to the City of Jacksonville. Revisions to the survey report shall be submitted to the City of Jacksonville within ten (10) calendar days of receipt of an agency review or recommendation letter. All reports and revisions shall be sent via email and by regular mail or hand delivery to the City of Jacksonville or authorized representative, and shall be signed and sealed by the Vendor licensed pursuant to F.S. 469.003-469.014, with a copy of said license provided in the survey report.

(Remainder of page intentionally left blank)

Form 1 – Price Sheet

NAME OF CONSULTANT Apex Companies, LLC

Proposal Number P-71-17

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4. Estimated percentage of total fee to be performed by sub-contractors 30% %

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

Exhibit "B"

City of Jacksonville, Florida

Lenny Curry, Mayor

Procurement Division
Ed Ball Building
214 N. Hogan Street, Suite 800
Jacksonville, Florida 32202

ONE CITY. ONE JACKSONVILLE.

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V=1550

December 14, 2017

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

Dear Mayor Curry:

Ref: P-71-17 Asbestos Abatement Consulting Services
Municipal Code Compliance Division

The Professional Services Evaluation Committee met today in Board Room 851 on the eighth floor of the Ed Ball Building, for the purpose of concluding fee and contract negotiations with the number one ranked company for the above-captioned project.

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

That the City of Jacksonville enter into a contract with APEX Companies, LLC to provide Asbestos Abatement Consulting Services to incorporate the attached Scope of Services identified as Exhibit A and Contract Fee Schedule identified as Exhibit B; (II) provide an initial period of service from date of execution of contract to September 30, 2018, with three (3) one-year renewal options remaining at terms mutually agreeable; and (III) provide a total maximum indebtedness not-to-exceed $120,000.00. All other terms and conditions are per the RFP and the city's standard contract language.

If the foregoing meets your approval, we respectfully request your signature and return to my office.

Respectfully submitted,

Gregory Pease, Chief
Procurement Division
Chairman, Professional Services
Evaluation Committee

APPROVED:

Lenny Curry, Mayor

This 14th day of December, 2017

GP ab

cc: Council Auditor
Jeff Close OGC
Melba Gray, GAO
Subcommittee Members

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