

6579-15
Amd 1

**FIRST AMENDMENT TO AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE
AND
CONNELLY & WICKER, INC.
FOR
MISCELLANEOUS CIVIL ENGINEERING – EAST AREA**

THIS AGREEMENT is made and entered into in duplicate this 3 day of February, 2015, by and between the CITY OF JACKSONVILLE, a municipal corporation in Duval County, Florida (hereinafter the “CITY”), and CONNELLY & WICKER, INC., a Florida profit corporation with an office at 10060 Skinner Lake Drive, Jacksonville, Florida 32246 (hereinafter the “CONSULTANT”), for miscellaneous civil engineering services in the East Maintenance Area (hereinafter the “Project”).

RECITALS:

WHEREAS, on January 18, 2013, the parties made and entered into City of Jacksonville Contract No. 6579-15 (hereinafter the “Agreement”) for the Project; and

WHEREAS, said Agreement has not been amended previously; and

WHEREAS, said Agreement should be amended by exercising the first of two 2-year renewal options so as to extend the period of service to January 31, 2017, with one 2-year renewal option remaining, at terms mutually agreeable, with no increase in the maximum indebtedness, such maximum indebtedness to remain a not-to-exceed amount of \$750,000.00, with all other provisions, terms, and conditions of said Agreement remaining unchanged; now therefore

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

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

2. Section 1.02 of said Agreement is amended by exercising the first of two 2-year renewal options so as to extend the period of service to January 31, 2017, with one 2-year renewal option remaining at terms mutually agreeable, and as amended shall read as follows:

“1.02 PERIOD OF SERVICE

This Agreement shall commence on the day and year first above written and shall continue and remain in full force and effect thereafter until January 31, 2017, or earlier termination as provided in Section 5.1 hereof. This Agreement may be renewed upon satisfactory performance of CONSULTANT in the sole discretion of CITY for one (1) additional two (2) year period upon provisions, terms, and conditions mutually acceptable to the parties.”

3. The maximum indebtedness shall remain a not-to-exceed amount of \$750,000.00.

SAVE AND EXCEPT as expressly amended by this instrument, the provisions, terms, and conditions of said Agreement shall remain unchanged and shall continue 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 Agreement the day and year first above written.

ATTEST:

CITY OF JACKSONVILLE

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

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



WITNESS:

CONNELLY & WICKER, INC.

By *MARGE SERONY*
Signature
MARGE SERONY
Type/Print Name
CONTROLLER
Title

By *Andrew Cummins*
Signature
ANDREW CUMMINS
Type / Print Name
VICE PRESIDENT
Title

In compliance with the Charter of the City of Jacksonville, I do certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing Agreement and that provision has been made for the payment of the monies provided therein to be paid.

See Next Page
Director of Finance

Form Approved:

James R. McCain, Jr.
Office of General Counsel

Encumbrance and funding information for internal City use:

Account..... _____

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 purchase(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 purchase order[s], as specified in said Contract.



Director of Finance
City Contract # 6579-15, Amd #1



Contract Encumbrance Data Sheet follows immediately.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/10/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Greyling Insurance Brokerage 450 Northridge Parkway Suite 102 Atlanta GA 30350	CONTACT NAME: Lauren Adami	
	PHONE (A/C No. Ext): (770) 552-4225 FAX (A/C No.): (866) 550-4082 E-MAIL ADDRESS: lauren.adami@greyling.com	
INSURED Connelly & Wicker, Inc. 10060 Skinner Lake Dr. Suite 500 Jacksonville FL 32246	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Sentinel Insurance Company, LTD	11000
	INSURER B: RLI Insurance Company	13056
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 14-15 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			20SBAAG5319	3/20/2014	3/20/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/>						
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PSA0001161	3/20/2014	3/20/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			20SBAAG5319	3/20/2014	3/20/2015	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	PSW0001820	3/20/2014	3/20/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability incl. Pollution Liability			RDP0014195	3/20/2014	3/20/2015	Per Claim 5,000,000 Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: Various Projects

CERTIFICATE HOLDER City of Jacksonville Ed Hall Building 214 North Hogan Street 2nd Floor Jacksonville, FL 32202	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE David Collings/JERRY <i>David H. Collings</i>

ACORD 25 (2010/05)

INS025 (201005) 01

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PROCUREMENT DIVISION



December 5, 2014

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

Dear Mayor Brown:

Ref: P-06-12 Miscellaneous Civil Engineering - East Area (Amendment No. 1)
Department of Public Works


The Professional Services Evaluation Committee met Thursday, December 4, 2014, in Board Room 851, on the eighth floor of the Ed Ball Building, for the purpose of amending the above-referenced contract.

The following motion and/or recommendation was adopted:

That Contract No. 6579-15, originally executed January 18, 2013, between the City and Connelly & Wicker, Inc., for Miscellaneous Civil Engineering, East Area, is amended by exercising the first of two 2-year renewal options extending the period of service from January 31, 2015 to January 31, 2017, with one 2-year renewal option remaining at terms mutually agreeable. All other terms and conditions remain the same. Nothing contained herein shall be amended, modified, or otherwise revised, without prior approval from the PSEC.

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

Respectfully submitted,


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

APPROVED:


Alvin Brown, Mayor

This 10th day of December, 2014

GP ab

cc
Council Auditor
Laura Stockwell, CGC
Sandra Turner, GAO
Subcommittee Members

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

INTRA-GOVERNMENTAL SERVICES DEPARTMENT

214 N. Hogan Street, Suite 800 | Jacksonville, FL 32202 | Phone: 904.255.8800 | Fax: 904.255.8837 | www.caj.net