

6579-13  
Amd 7

**AMENDMENT NUMBER SEVEN TO AGREEMENT  
BETWEEN  
THE CITY OF JACKSONVILLE  
AND  
CONNELLY & WICKER, INC.  
FOR  
ENGINEERING SERVICES ON MISCELLANEOUS PROJECTS - NORTH SIDE**

**THIS AMENDMENT NUMBER SEVEN** to Agreement is made and entered into in duplicate this 17 day of Feb, 2015, retroactive to December 31, 2014 (hereinafter the "Effective Date") by and between the CITY OF JACKSONVILLE (hereinafter the "CITY"), a municipal corporation in Duval County, Florida, and CONNELLY & WICKER, INC. (hereinafter the "CONSULTANT"), a Florida profit corporation with its principal office located at 10060 Skinner Lake Drive, Suite 500, Jacksonville, Florida 32246, for Engineering Services on Miscellaneous Projects on the North Side (hereinafter the "Project").

**RECITALS:**

**WHEREAS**, on August 21, 2006, the parties made and entered into City Contract # 6579-13 (hereinafter the "Agreement") for the Project; and

**WHEREAS**, said Agreement has been amended six (6) times previously; and

**WHEREAS**, said Agreement should be further amended by extending the period of service to December 31, 2015, with no increase in the maximum indebtedness, such indebtedness remaining a not-to-exceed amount of \$2,100,000.00, and with all other provisions, terms, and conditions of said Agreement remaining unchanged; now therefore

**IN CONSIDERATION** of the Agreement and of the mutual covenants and promises hereinafter contained, 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, "Period of Service", in said Agreement is amended in part by extending the period of service until December 31, 2015, subject to earlier termination, 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 DECEMBER 31, 2015, or earlier termination as provided in Section 5.1 hereof."

3. The total maximum indebtedness shall remain a not-to-exceed amount of \$2,100,000.00.

**SAVE AND EXCEPT** as expressly amended in this instrument, the provisions, terms, and conditions of said Agreement of August 21, 2006, as previously amended, 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 Amendment Number

Seven to Agreement 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, Mayor  
Alvin Brown, Mayor

Cleveland Ferguson III  
Deputy Chief Administrative Officer  
For: Mayor Alvin Brown  
Under Authority of:  
Executive Order No. 2016-01

ATTEST:

By Marge Seroky  
Signature  
MARGE SEROKY  
Type/Print Name  
CONTROLLER  
Title

CONNELLY & WICKER, INC.

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

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 Order(s) that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such Purchase Order(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 # 6579-13 *Amnd 7*  
*PO*

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(les) 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
	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			20SBAG5319	3/20/2014	3/20/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY			PSA0001161	3/20/2014	3/20/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			20SBAG5319	3/20/2014	3/20/2015	EACH OCCURRENCE \$ 4,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 4,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			PSW0001820	3/20/2014	3/20/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability			RDP0014195	3/20/2014	3/20/2015	Per Claim 5,000,000
	incl. Pollution Liability						Aggregate 5,000,000

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

<b>CERTIFICATE HOLDER</b>  City of Jacksonville Ed Hall Building 214 North Hogan Street 2nd Floor Jacksonville, FL 32202	<b>CANCELLATION</b>  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>

PROCUREMENT DIVISION



December 4, 2014

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

215753

Dear Mayor Brown:

Ref: P-32-06 Engineering Services on Miscellaneous Projects on the North Side (Amendment No. 7)  
Department of Public Works

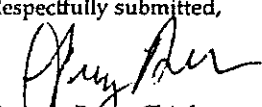
The Professional Services Evaluation Committee met today in Board Room 851 on the eighth floor of the Ed Ball Building, for the purpose of amending the above-referenced contract.

The following motion and/or recommendation was adopted:

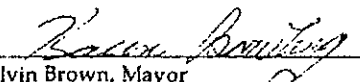
That Contract No. 6579-13, originally executed August 21, 2006, between the City and Connelly & Wicker, Inc., for Engineering Services on Miscellaneous Projects on the North Side be amended by extending the period of service from December 31, 2014 to December 31, 2015. The maximum indebtedness shall remain a not-to-exceed amount of \$2,100,000.00. All other terms and conditions, as previously amended, shall remain the same. Nothing contained herein shall be amended, modified, or otherwise revised, without prior approval from the PSEC and the Mayor.

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

Respectfully submitted,

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

APPROVED:

  
Alvin Brown, Mayor

This 9<sup>th</sup> day of December 2014

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

GP:

CC: Council Auditor  
Sandra Siskewell, OGC  
Barbara Turner, CAD  
Subcommittee Members