

9588-01
Amd 2

SECOND AMENDMENT TO AGREEMENT
BETWEEN AND AMONG
THE CITY OF JACKSONVILLE
AND
ADKINSON ENGINEERING, P. A. AND FIVE POINTS DESIGN GROUP, INC.
D/B/A ADKINSON ENGINEERING, P.A./FIVE POINTS DESIGN GROUP,
A JOINT VENTURE
FOR
DRAINAGE IMPROVEMENT FEASIBILITY STUDIES – WEST AREA

THIS SECOND AMENDMENT to Agreement is made and entered into in duplicate this 5 day of June, 2015, between and among the CITY OF JACKSONVILLE (hereinafter the “CITY”), a municipal corporation in Duval County, Florida, and ADKINSON ENGINEERING, P. A. and FIVE POINTS DESIGN GROUP, INC., doing business jointly and severally as ADKINSON ENGINEERING, P.A./FIVE POINTS DESIGN GROUP, INC. (hereinafter the “CONSULTANT”), a Florida joint venture with principal office at 4639 Trevor Creek Drive South, Jacksonville, Florida 32257, for Drainage Improvement Feasibility Studies in the West Area (hereinafter the “Project”).

RECITALS:

WHEREAS, on December 13, 2013, CITY and CONSULTANT made and entered into City of Jacksonville Contract No. 9588-01 (the “Agreement”) for the Project; and

WHEREAS, said Agreement has been amended once previously; and

WHEREAS, said Agreement should be amended by increasing the maximum indebtedness by \$500,000.00 to a new not-to-exceed total maximum indebtedness of \$1,000,000.00, 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, 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 3.06 in said Agreement is amended by increasing the maximum indebtedness by \$500,000.00 to a new not-to-exceed total maximum indebtedness of \$1,000,000.00, and as amended shall read as follows:

“3.06. This Agreement is a continuing contract. The City does not guarantee any work or any quantities to CONSULTANT under this Agreement; accordingly, the parties agree that CITY’s financial obligation under this Agreement is ZERO AND 00/100 DOLLARS (\$0.00). Financial obligations of the CITY, if any, and encumbrances of lawfully appropriated funds shall be created by subsequent purchase orders in variable amounts subject to a limit up to but not-to-exceed a maximum indebtedness of ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00). Such purchase orders shall be binding upon the parties hereto. Such purchase orders shall be considered as “Notices to Proceed” with work or delivery or provision of quantities under this Agreement. The Contractor shall not commence work or deliver or provide quantities under this Agreement unless and until it receives a written Notice to Proceed in the form of a purchase order.”

SAVE AND EXCEPT as expressly amended herein, the provisions, terms, and conditions of said Agreement shall remain unchanged and shall continue in full force and effect.

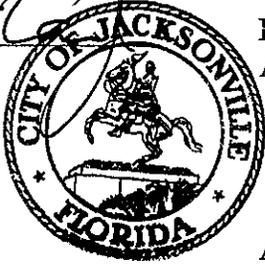
[Remainder of page left blank intentionally. Signature page follows immediately.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Second Amendment the day and year first above written.

ATTEST:

CITY OF JACKSONVILLE

By James R. McCain, Jr.
Corporation Secretary



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

WITNESS:

ADKINSON ENGINEERING, P.A./FIVE POINTS DESIGN GROUP, INC., a Joint Venture by each of its Joint Venture Partners, jointly and severally

ADKINSON ENGINEERING, P. A.

By Keith J. Green
Signature
KEITH J. GREEN
Type/Print Name
WITNESS
Title

By Timothy L. Adkinson
Signature
TIMOTHY L. ADKINSON
Type / Print Name
PRESIDENT
Title

FIVE POINTS DESIGN GROUP, INC.

By Keith J. Green
Signature
KEITH J. GREEN
Type/Print Name
WITNESS
Title

By Nancy D. Buchanan
Signature
NANCY D. BUCHANAN
Type/Print name
PRESIDENT
Title

Encumbrance and funding information for internal City use:

Account.....

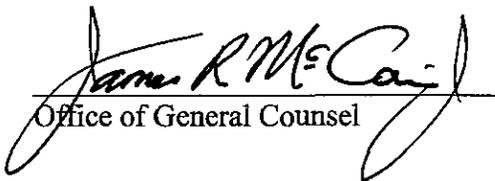
Amount.....\$

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 #9588-01
10/13

Form Approved:


Office of General Counsel

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 USI Insurance Services, LLC, 1715 N. Westshore Blvd. Suite 700 Tampa, FL 33607	CONTACT NAME: PHONE (A/C, No, Ext): 813 321-7500 FAX (A/C, No): 813 321-7525 E-MAIL ADDRESS:														
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Charter Oak Fire Insurance Comp</td> <td>25615</td> </tr> <tr> <td>INSURER B : XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Charter Oak Fire Insurance Comp	25615	INSURER B : XL Specialty Insurance Company	37885	INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER E :															
INSURER F :															
INSURED Five Points Design Group, Inc. 10135 Gate Parkway North, #807 Jacksonville, FL 32246															

COVERAGES **CERTIFICATE NUMBER:** **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	X	X	6807867X452	05/23/2015	05/23/2016	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 type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			GENERAL AGGREGATE \$2,000,000			PRODUCTS - COMP/OP AGG \$2,000,000
							\$
A	AUTOMOBILE LIABILITY	X	X	6807867X452	05/23/2015	05/23/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input 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) \$
	<input type="checkbox"/> UMBRELLA LIAB		<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB		<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	<input type="checkbox"/> DED		<input type="checkbox"/> RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability			DPS9722787	04/07/2015	04/07/2016	\$1,000,000 per claim \$1,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Professional liability is written on a claims made basis.

CERTIFICATE HOLDER City of Jacksonville City Hall, St. James Building 117 West Duval Street, Suite 480 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 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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	CONTACT NAME:	
	PHONE (A/C No., Ext.):	FAX (A/C No.):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Adkinson Engineering P.A.	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR			BPG4685B	3/26/2015	3/26/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	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				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
				DPL331414	3/26/2015	3/26/2016	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Jacksonville City Hall, St James Building	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

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PROCUREMENT DIVISION
Jacksonville
Where Florida Begins.

April 2, 2015

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

Dear Mayor Brown:

Ref: P-23-12 Drainage Improvement Feasibility Studies – West Area (Amendment No. 2)
Department of Public Works

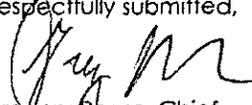
The Professional Services Evaluation Committee met today in Board Room 851 on the eighth floor of the Ed Ball Building, for the purpose of amending and ratifying the above-referenced contract.

The following motion and/or recommendation was adopted:

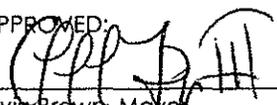
That City Contract No. 9588-01, originally executed December 13, 2013, between the City and Adkinson/Five Points Joint Venture for Drainage Improvement Feasibility Studies-West Area, is amended by increasing the maximum indebtedness by \$500,000.00, to a new not-to-exceed total maximum indebtedness of \$1,000,000.00. 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 6th day of April, 2015

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

GP:

cc: Council Auditor
James McCain, OGC
Philip Boston, GAD
Subcommittee Members

INTRA-GOVERNMENTAL SERVICES DEPARTMENT

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