

9588-01
Amd 1

**FIRST 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 FIRST AMENDMENT to Agreement is made and entered into in duplicate this 10 day of April, 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 not been amended previously; and

WHEREAS, said Agreement should be amended by requiring that CONSULTANT, a certified Section 3 Vendor, comply with Section 3 and other federal requirements on CDBG-funded purchase orders and by adding and incorporating Section 3 documents, attached hereto as **Exhibits C-1, C-2, and C-3** and incorporated herein by this reference, 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 5.10 in said Agreement is amended by requiring that CONSULTANT, a certified Section 3 Vendor, comply with Section 3 and other federal requirements on CDBG-funded purchase orders, and as amended shall read as follows:

“5.10 COMPLIANCE WITH FEDERAL, STATE, AND OTHER LAWS

5.10.01. In the provision of the Services, the CONSULTANT must comply with any and all applicable federal, state, and local laws, rules, regulations, and ordinances as the same exist and may be amended from time to time. Such laws, rules, regulations, and ordinances shall include, but are not limited to, Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u), Chapter 119, Florida Statutes, (the Florida Public Records Law), and Section 286.011, Florida Statutes, (the Florida Sunshine Law). “

5.10.02. Such laws, rules, regulations, and ordinances must also include, but are not limited to, obtaining and maintaining all licenses and certifications that are required to perform the Services contemplated in this Agreement in the City of Jacksonville, State of Florida. If any of the obligations of this Agreement are to be performed by a subcontractor, the provisions of this section shall be incorporated into and become a part of the subcontract.”

3. Add, attach, and incorporate new Exhibits C-1, C-2, and C-3 in and to said Agreement.

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.

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

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

ATTEST:

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



By *Alvin Brown*
Alvin Brown, Mayor

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 *Gregory J. Rice*
Signature
Gregory J Rice
Type/Print Name
Designer
Title

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

FIVE POINTS DESIGN GROUP, INC.

By *Gregory J. Rice*
Signature
Gregory J Rice
Type/Print Name
Designer
Title

By *Nancy D. Buchanan*
Signature
Nancy D. Buchanan
Type/Print name
President
Title

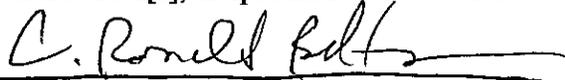
Encumbrance and funding information for internal City use:

Account.....

Amount.....\$

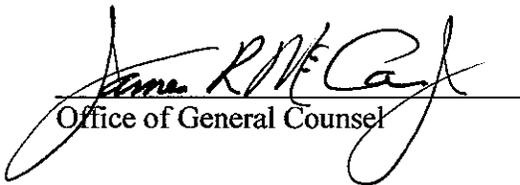
This above stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the foregoing contract. It shall be encumbered by one (1) or more subsequently issued purchase(s) that must reference the foregoing Contract. All financial examinations and funds control 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 Amd 1
AB

Form Approved:



Office of General Counsel

EXHIBIT "C-1"

ATTACHMENT C

Scope of Services for Contract Amendment One

This contract amendment will add language to allow the consultant to work on projects that are funded with Federal HUD grants.

SECTION 3 and OTHER FEDERAL REQUIREMENTS

FEDERAL FUNDING: If a Project will be funded partly or in total by the Federal Government. Bidders must comply with Title VI of the Civil Rights Act of 1964 (24 CFR, Parts 1 & 2); Title VIII of the Civil Rights Act of 1968 (24 CFR, Part 115); Federal Labor Standards Provisions (HUD 4010); the Davis-Bacon Act; the Anti-Kickback Act; and the Contract Work Hours and Safety Standards Act. Bidders are advised to refer to the Federal Regulations, of these specifications for more information.

(a) *Section 3.* The purpose of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

(b) *Other HUD assistance and other Federal assistance.* Recipients, contractors and subcontractors that receive HUD assistance, not listed in paragraph (a) of this section, or other Federal assistance, are encouraged to provide, to the greatest extent feasible, training, employment, and contracting opportunities generated by the expenditure of this assistance to low- and very low-income persons, and business concerns owned by low- and very low-income persons, or which employ low- and very low-income persons.

See Attachments C-1, C-2, C-3, C-4 and C-5.

EXHIBIT "C-1"

ATTACHMENT C-1

SECTION 3 CLAUSE

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause):

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice of knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian Housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (1) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

EXHIBIT "C-2"

ATTACHMENT C-2

Appendix to Part 135

I. Examples of Efforts to Offer Training and Employment Opportunities to Section 3 Residents

- (1) Entering into "first source" hiring agreements with organizations representing Section 3 residents.
- (2) Sponsoring a HUD-certified "Step-Up" employment and training program for Section 3 residents.
- (3) Establishing training programs, which are consistent with the requirements of the Department of Labor, for public and Indian housing residents and other Section 3 residents in the building trade.
- (4) Advertising the training and employment positions by distributing flyers (which identify positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development or developments where category 1 or category 2 persons (as these terms are defined in Sec. 135.34) reside.
- (5) Advertising the training and employment positions by posting flyers (which identify positions to be filled, the qualifications required, and where to obtain additional information about the application process) in the common areas or other prominent area of the housing development or developments, For HA's post such advertising in the housing development or developments where category 1 or category 2 persons reside; for all other recipients, post such advertising in the housing development or developments and transitional housing in the neighborhood or service area of the Section 3 covered project.
- (6) Contacting resident councils, resident management corporations or other resident organizations, where they exist, in the housing development or developments where category 1 or category 2 persons reside, and community organizations in HUD-assisted neighborhoods, to request the assistance of these organizations in notifying residents of the training and employment positions to be filled.
- (7) Sponsoring (scheduling, advertising, financing or providing in-kind services) a job information meeting to be conducted by an HA or contractor representative or representatives at a location in the housing development or developments where category 1 or category 2 persons reside or in the neighborhood or service area of the Section 3 covered project.
- (8) Arranging assistance in conducting job interviews and completing job applications for residents of housing development or developments where category 1 or category 2 persons reside and in the neighborhood or service area in which a Section 3 project is located.
- (9) Arranging for a location in the housing development or developments where category 1 persons reside, or the neighborhood or service area of the project, where job applications may be delivered to and collected by a recipient or contractor representative or representatives.
- (10) Conducting job interviews at the housing development or developments where category 1 or category 2 persons reside, or at a location within the neighborhood or service area of the Section 3 covered project.
- (11) Contacting agencies administering HUD Youth Build Programs, and requesting their assistance in recruiting HUD Youthbuild program participants for the HA's or contractor's training and employment positions.
- (12) Consulting with State and local agencies administering training programs funded through JTPA or JOBS, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 residents for the HA's or contractor's training and employment positions.
- (13) Advertising the jobs to be filled through local media, such as community television networks, newspapers of general circulation, and radio advertising.
- (14) Employing a job coordinator, or contracting with a business concern that is licensed in the field of job placement (preferably one of the Section 3 business concerns identified in part 135), that will undertake, on behalf of the HA, other recipient or contractor, the efforts to match eligible and qualified Section 3 residents with the training and employment positions that the HA or contractor intends to fill.
- (15) For an HA, employing Section 3 residents directly on either a permanent or a temporary basis to perform work generated by Section 3 assistance. (This type of employment is referred to as "force account labor" in HUD's Indian housing regulations. See 24 CFR 905.102, and Sec. 905.201(a)(6).)
- (16) Where there are more qualified Section 3 residents than there are positions to be filled, maintaining a file of eligible qualified Section 3 residents for future employment positions.
- (17) Undertaking job counseling, education and related programs in association with local educational institutions.

EXHIBIT "C-2"

- (18) Undertaking such continued job training efforts as may be necessary to ensure the continued employment of Section 3 residents previously hired for employment opportunities.
- (19) After selection of proposers but prior to execution of contracts, incorporating into the contract a negotiated provision for a specific number of public housing or other Section 3 residents to be trained or employed on the Section 3 covered assistance.
- (20) Coordinating plans and implementation of economic development (e.g., job training and preparation, business development assistance for residents) with the planning for housing and community development.

II. Examples of Efforts to Award Contracts to Section 3 Business Concerns

- (1) Utilizing procurement procedures for Section 3 business concerns similar to those provided in 24 CFR part 905 for business concerns owned by Native Americans (see Section III of this Appendix).
- (2) In determining the responsibility of potential contractors, consider their record of Section 3 compliance as evidenced by past action and their current plans for the pending contract.
- (3) Contacting business assistance agencies, minority contractors associations and community organizations to inform them of contracting opportunities and requesting their assistance in identifying Section 3 businesses which may solicit bids or proposals for contracts for work in connection with Section 3 covered assistance.
- (4) Advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas or other prominent areas of the housing development or developments owned and managed by the HA.
- (5) For HA's, contacting resident councils, resident management corporations, or other resident organizations, where they exist, and requesting their assistance in identifying category 1 and category 2 business concerns.
- (6) Providing written notice to all known Section 3 business concerns of the contracting opportunities. This notice should be in sufficient time to allow the Section 3 business concerns to respond to the bid invitations or request for proposals.
- (7) Following up with Section 3 business concerns that have expressed interest in the contracting opportunities by contacting them to provide additional information on the contracting opportunities.
- (8) Coordinating pre-bid meetings at which Section 3 business concerns could be informed of upcoming contracting and subcontracting opportunities.
- (9) Carrying out workshops on contracting procedures and specific contract opportunities in a timely manner so that Section 3 business concerns can take advantage of upcoming contracting opportunities, with such information being made available in languages other than English where appropriate.
- (10) Advising Section 3 business concerns as to where they may seek assistance to overcome limitations such as inability to obtain bonding, lines of credit, financing, or insurance.
- (11) Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways to facilitate the participation of Section 3 business concerns.
- (12) Where appropriate, breaking out contract work items into economically feasible units to facilitate participation by Section 3 business concerns.
- (13) Contacting agencies administering HUD Youth Build Programs, and notifying these agencies of the contracting opportunities.
- (14) Advertising the contracting opportunities through trade association papers and newsletters, and through the local media, such as community television networks, newspapers of general circulation, and radio advertising.
- (15) Developing a list of eligible Section 3 business concerns.
- (16) For HA's, participating in the "Contracting with Resident-Owned Businesses" program provided under 23 CFR part 963.
- (17) Establishing or sponsoring programs designed to assist resident of public or Indian housing in the creation and development of resident-owned businesses.
- (18) Establishing numerical goals (number of awards and dollar amount of contracts) for award of contracts to Section 3 business concerns.
- (19) Supporting businesses which provide economic opportunities to low income persons by linking them to the support services available through the Small Business Administration (SBA), the Department of Commerce and comparable agencies at the State and local levels.

EXHIBIT "C-2"

- (20) Encouraging financial institutions, in carrying out their responsibilities under the Community Reinvestment Act, to provide no or low interest loans for providing working capital and other financial business needs.
- (21) Actively supporting joint ventures with Section 3 business concerns.
- (22) Actively supporting the development or maintenance of business incubators which assist Section 3 business concerns.

EXHIBIT "C-3"

ATTACHMENT C-4

SECTION 3 RESIDENT PREFERENCE CLAIM FORM

Eligibility for Preference

A Section 3 Resident seeking the preference in training and employment provided by this part shall certify, or submit evidence to the recipient, contractor, or subcontractor, if requested, that the person is a Section 3 Resident, as defined in Section 135.5.

I, _____, am a legal resident of Duval County
(NAME)

and qualify as a Section 3 Resident because I am a public housing resident or I meet the income guidelines as published at the bottom of this form. I have attached the following documentation as evidence of my status. (Check One):

- Drivers License or State ID
- Proof of public housing residency with current address
- Copy of Evidence of participation
- Other Evidence in a public assistance program

Name _____ Telephone _____
 Address _____
 Company Name _____
 Project Name _____
 Applicant Signature _____ Date _____

Counts by Household or Persons? (H/P) _____

**FY 2014
 FAMILY INCOME GUIDELINES
 \$63,200 Median Family Income**

Family Size	Extremely Low Income (30% of Median)	Very Low Income (50% of Median)	Low Income (80% of Median)
1	\$13,300	\$22,150	\$35,400
2	\$15,200	\$25,300	\$40,450
3	\$17,100	\$28,450	\$45,500
4	\$18,950	\$31,600	\$50,550
5	\$20,500	\$34,150	\$54,600
6	\$22,000	\$36,700	\$58,650
7	\$23,500	\$39,200	\$62,700
8	\$25,050	\$41,750	\$66,750



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/27/2015

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 VanDyke Norman Insurance, LLC 798 North Ponce de Leon Blvd. St. Augustine FL 32084	CONTACT NAME: Kevin Vandyke
	PHONE (A/C, No, Ext): (904) 819-5949 FAX (A/C, No): (904) 819-5951 E-MAIL ADDRESS: admin@vandykenorman.com
	INSURER(S) AFFORDING COVERAGE NAIC #
INSURED Adkinson Engineering P.A. 4639 Trevor Creek Drive S Jacksonville FL 32257	INSURER A: Old Dominion Insurance Company 27154
	INSURER B: Atlantic Specialty Insurance C 40231
	INSURER C:
	INSURER D:
	INSURER E:
INSURER F:	

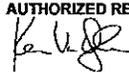
COVERAGES **CERTIFICATE NUMBER:** Cert ID 2948 **REVISION NUMBER:**

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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			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 - COM/PROP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BPG4685B	3/26/2015	3/26/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE 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	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Errors and Omissions			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)

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CERTIFICATE HOLDER City of Jacksonville City Hall, St James Building 117 West Duval St 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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