

CB

8003-09

Amd 2

**SECOND AMENDMENT TO AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE
AND
HANSON PROFESSIONAL SERVICES INC.
FOR
MISCELLANEOUS CIVIL ENGINEERING – SOUTH AREA**

THIS SECOND AMENDMENT to Agreement is made and entered into in duplicate this 25 day of Feb., 2015, by and between the CITY OF JACKSONVILLE, a municipal corporation in Duval County, Florida, and HANSON PROFESSIONAL SERVICES INC., a foreign profit corporation authorized to do business in Florida with principal office at 1525 South 6th Street, Springfield, Illinois 62703 and with a local office at 8075 Gate Parkway West, Suite 204, Jacksonville, Florida 32216, for miscellaneous civil engineering services in the South Maintenance Area (hereinafter the "Project").

RECITALS:

WHEREAS, on January 22, 2013, the parties made and entered into City of Jacksonville Contract # 8003-09 (the "Agreement") for the Project; and

WHEREAS, said Agreement has been amended once previously; and

WHEREAS, said Agreement should be amended further by exercising the first of two (2) two (2) year renewal options so as to extend the period of service to January 31, 2017, with one (1) two (2) year renewal option remaining at mutually acceptable terms, with no increase to the maximum indebtedness, such indebtedness remaining a not-to-exceed amount of \$750,000, and with all other provisions, terms, and conditions of said Agreement remaining unchanged; now therefore

IN CONSIDERATION of said Agreement and of the mutual covenants and agreements hereinafter contained, the parties agree to amend the Agreement 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 by extending the period of service to January 31, 2017, with one (1) additional two (2) year renewal option remaining at terms mutually acceptable, 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) two (2) year period upon provisions, terms, and conditions mutually acceptable to the parties."

3. The total maximum indebtedness shall remain a not-to-exceed amount of \$750,000.

SAVE AND EXCEPT as expressly amended by this instrument, the terms and conditions of the January 22, 2013 Agreement (CITY Contract # 8003-09), as previously amended, shall remain unchanged and shall continue in full force and effect.

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

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

ATTEST:

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



CITY OF JACKSONVILLE

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:

By Elizabeth J. Barker
Signature
Elizabeth J. Barker
Type/Print Name
Administrative Assistant
Title

HANSON PROFESSIONAL SERVICES INC.

By Jeffery L. Bowen
Signature
Jeffery L. Bowen
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(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 # 8003-09 Amd 2
PB

Contract Encumbrance Data Sheet follows immediately.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/17/2014

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 RW Troxell & Company 214 South Grand Ave West P.O. Box 3757 Springfield IL 62704	CONTACT NAME: Lori Ruppel PHONE (A/C, No. Ext): 217-321-3145 FAX (A/C, No.): 217-321-4145 E-MAIL ADDRESS: lruppel@rwtroxell.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Insurance Company	NAIC # 10677
INSURED Hanson Professional Services Inc. 1525 South 6th Street Springfield IL 62703-2801	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL14121707978 **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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		CPP0870038	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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 checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		CPA0870038	1/1/2015	1/1/2016	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 <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		CPP0870038	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC1920351	1/1/2015	1/1/2016	<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

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

Hanson Project: 13L0076 Miscellaneous Civil Engineering-South Area - COJ #8003-09

City of Jacksonville is additional insured as respects to general liability as required under written contract. Waiver of subrogation in favor of certificate holder for general liability as required under written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Jacksonville Attn: Ceci Ford Risk Management 231 E. Forsyth St. Jacksonville, FL 32202	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 Michael Aiello/HEIDI

ACORD 25 (2010/05)

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PROCUREMENT DIVISION



130207

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 - South Area (Amendment No. 2)
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. 8003-09, originally executed January 22, 2013, between the City and Hanson Professional Services, Inc., for Miscellaneous Civil Engineering, South 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,

ip

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

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

APPROVED:

Alvin Brown, Mayor

This 16th day of December, 2014

GP: ab

CC: Council Auditor
Sandra Stockwell, OGC
Barbara Turner, GAD
Subcommittee Members