8178-02 Amd 2

SECOND AMENDMENT TO AGREEMENT (UTILIZING WESTERN STATES CONTRACTING ALLIANCE (WSCA)/STATE OF FLORIDA DEPARTMENT OF MANAGEMENT SERVICES CONTRACT NO. 450-000-11-ACS (WSCA NO. 1862) FACILITIES MRO: MAINTENANCE, REPAIR AND OPERATIONS) BETWEEN THE CITY OF JACKSONVILLE AND W. W. GRAINGER, INC. FOR FACILITIES MRO: MAINTENANCE, REPAIR AND OPERATIONS

THIS SECOND AMENDMENT to Agreement is made and entered into in this day of _______, 2015, by and between the CITY OF JACKSONVILLE, a municipal corporation existing under the Constitution and the laws of the State of Florida (hereinafter the ACITY@), and W. W. GRAINGER, INC., a foreign profit corporation with principal office at 100 Grainger Parkway, Lake Forest, Illinois 60045-5201 (hereinafter the AContractor@), for Facilities Maintenance, Repair and Operations.

RECITALS:

WHEREAS, on August 7, 2014, the parties entered into City of Jacksonville Contract No. 8178-02 (the "Agreement"); and

WHEREAS, said Agreement has been amended once previously; and

WHEREAS, said Agreement should be amended by providing additional funding in the amount of \$50,000.00 so as to increase the maximum indebtedness of the City to a not-to-exceed amount of \$257,790.51, 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, the parties agree as follows:

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

2. Section 5.2 of said Agreement is amended by providing additional funding in the amount of \$50,000.00 so as to increase the maximum indebtedness of the City to a not-to-exceed amount of \$257,790.51, and as amended shall read as follows:

"5.2. Notwithstanding any contrary provision in **Exhibit A**, the maximum indebtedness of the CITY for all fees, reimbursable items, or other costs for MRO sold by Contractor to CITY pursuant to this Agreement shall not exceed the sum of TWO HUNDRED FIFTY-SEVEN THOUSAND SEVEN HUNDRED NINETY and 51/100 USD (\$257,790.51)".

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

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment the day and

year first above written.

CITY OF JACKSONVILLE: ATTEST: By By James R. McCain, Jr. Ferguson III Corporation Secretary Deputy Chief Administrative Officer For: Mayor Alvin Brown Under Authority of: Executive Order No. 2015-01 WITNESS: W. W. GRAINGER, INC. leus By By Signature Signature Services Type/Print Nar JOHN JONES Type/Print Name Print Name

Approved as to form: fice of General Counsel

G:\Gov't Operations\JMCain\PW\Amendments\Grainger.Fla.piggyback.K8178-02.#2.WSCA.MRO.052215.doc

Encumbrance and funding information for internal City use:

Account PWPB5A1MAPR-03410

Amount \$50,000.00

Total Amount ... \$257,790.51

This above-stated total amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the contract or this amendment. It shall be encumbered by one (1) or more subsequently issued Purchase Order(s) that must reference the foregoing Contract. All financial examinations and fund 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, 1 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.

- Konel Bet

Director of Finance City Contract #8178-02 2nd Amendment

Policy Number GLO 5542908-01

ENDORSEMENT

ZURICH AMERICAN INSURANCE COMPANY

Named Insured: W.W. Grainger Inc.

Effective Date: 1/1/14 12:01 A.M., Standard Time

Agent Name:

Agent No.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE PART

- WHO IS AN INSURED (Section II) is amended to include as an additional insured any person(s) or organization(s) when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part by:
 - a. Your acts or omissions; or
 - **b.** The acts or omissions of those acting on your behalf which are covered by this insurance.
- 2. The limits of insurance afforded to such person(s) or organization(s) will be:
 - a. The minimum limits of insurance which you agreed to provide; or
 - **b.** The limits of insurance of this policy whichever is less.
- **3.** This insurance will be primary to and non-contributing with any other insurance available to such person(s) or organization(s). **Condition 4. Other Insurance** (Section IV) is amended accordingly.

U-GL-1114-A CW (10/02)

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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 1-312-704-0100 CONTACT Direct All Inquiries to Email										
Arthur J. Gallagher Risk Management Services, Inc.					FHONE (A/C, No.):					
300 South Riverside Plaza						ertificate				
	Suite 1900 Chicago, IL 60606				INSURER(S) AFFORDING COVERAGE					
					INSURERA: ZURICH AMER INS CO					
NSURED W.W. Grainger, Inc. and its subsidiaries, affiliates and					INSURER B: AMERICAN ZURICH INS CO					
divisions, including GHC Specialty Brands, LLC (formerly known as Lab Safety Supply, Inc.)										
100 Grainger Parkway				INSURER D :					<u></u>	
Lake Forest , IL 60045					INSURER F :					
COVERAGES CERTIFICATE NUMBER: 40839062						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 ADDL SUBR POLICY EFF POLICY EFF POLICY EXP LTR TYPE OF INSURANCE ADDL SUBR POLICY NUMBER POLICY EFF POLICY EXP LIMITS										
INSR LTR A	TYPE OF INSURANCE	INSR W				(MM/DD/YYY) 01/01/15	LIM	1	00.000	
					01/01/14	01/01/20	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)		00,000	
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	s		
{				•			PERSONAL & ADV INJURY		00,000	
							GENERAL AGGREGATE	\$ 5,0	00,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	s 5,0	00,000	
	X POLICY PRO- LOC BAP 5542907 01			01/01/1/	01/01/15	COMBINED SINGLE LIMIT	\$			
A			DAP 5542907 01		01/01/14	01/01/15	(Ea accident)	<u>\$ 2,000,000</u>		
	ALLOWNED SCHEDULES						BODILY INJURY (Per person) BODILY INJURY (Per accident	\$	·	
)	AUTOS AUTOS NON-OWNE						PROPERTY DAMAGE (Per accident)	s		
	HIRED AUTOS						(Per accident)	s		
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	s		
1	EXCESS LIAB CLAIMS	MADE					AGGREGATE	s		
	DED RETENTION \$						WC STATU- OTH	<u></u>		
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC 5542905-01 Retro	WI&M			TORY LIMITS ER			
B	ANY PROPRIETOR/PARTNER/EXECUTIVE N A WC 554 OFFICER/MEMBER EXCLUDED?		WC 5542904-01 AOS	3342904-01 A05		01/01/13	E.L. EACH ACCIDENT		000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYE E.L. DISEASE - POLICY LIMIT			
A	ExcessWorkersCompensation		EWS 5542906-01 Ohi	.o	01/01/14	01/01/15	EL Each Accident		0,000	
							EL Disease-Ea EE	1,00	0,000	
					<u> </u>	<u> </u>	EL Policy Limit	1,00	0,000	
1	RIPTION OF OPERATIONS / LOCATIONS /	-		Schedule	, if more space is	; required)				
	ro policy applies to the f of Jacksonville and its	-		employ	vees and a	gents are	additional insured	and		
City of Jacksonville and its members, officials, officers, employees and agents are additional insured and waiver of subrogation in favor of per terms of Piggyback affiliation Agreement # 450-000-11-ACS to the state										
WSCA once affiliation form is finalized and signed.										
Insured per form #U-GL-1114-A CW (10/02).										
CER	TIFICATE HOLDER		ANCELLATION							
City of Jacksonville					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
555 West 44th St.				AUTHORIZED REPRESENTATIVE						
Jacksonville, FL 32208 USA					Thomas & Ballagher					
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ACORD 25 (2010/05) mblackowicz 40839062

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