Grants & Contracts - Transmittal Memo

DATE:	September 15, 2017
FROM:	Purchasing Division, Contracts
TO:	Susie Funderburk Charlie Jackson
CONTRACT #:	10216
VENDOR:	Walker Architects, Inc.
DESCRIPTION:	#10216 1st Amendment with Walker Architects, Inc. to extend services until 9/30/2018 NTE $120,000.00
APPROVED BY:	Board of County Commissioners
APPROVAL DATE:	9/14/2017
RECEIVED ON:	9/15/2017
TERM START:	9/14/2017
TERM END:	9/30/2018
AMOUNT:	NTE $120,000.00
ACCOUNT:	
ENCUMBRANCE #:	
RFP/BID #:	
ACTIONS REQUIRED:	Please forward a copy to the vendor & retain a copy for your files.
COPY TO:	Finance and Accounting Risk Division Purchasing Division File

FIRST AMENDMENT TO AGREEMENT, #10216,
BETWEEN ALACHUA COUNTY AND WALKER ARCHITECTS, INC.
FOR ANNUAL ARCHITECTURAL AND ENGINEERING SERVICES

THIS FIRST AMENDMENT TO AGREEMENT, made and entered into this 14th day of September A.D. 2017, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and Walker Architects, Inc., hereinafter referred to as "Professional".

WITNESSETH:

WHEREAS, the parties hereto previously entered into an agreement dated February 28, 2017, for the provision of Annual Architectural and Engineering Services procured via Request for Proposal # 17-35; and,

WHEREAS, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties wish to amend the agreement.

NOW, THEREFORE, the parties hereby agree to amend the Agreement dated February 28, 2017 as follows:

A. SECTION # 1 of the Agreement, **Term,** is amended to read:

This Agreement is effective upon execution and will continue until September 30, 2018, unless earlier terminated as provided herein. This Agreement may be amended at the option of the County for three (3) additional one (1) year terms at the terms and conditions outlined herein.

The County's performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The parties hereto understand that this Agreement is not a commitment of future appropriations.

B. SECTION #5 of the agreement, **Authorization For Services, Attachment "B", Work Order,** is hereby replaced with Attachment "B", which is attached hereto.

C. SECTION #6 of the Agreement, **Compensation**, is amended in its entirety to read:

The County agrees to compensate the Professional for the Professional Services called for under this Agreement on a "Fixed Fee" basis, not to exceed $120,000 annually. If a Work order is issued, the applicable Work Order Fixed Fee amount shall include any and all reimbursable expenses.

D. This First Amendment shall take effect upon the date of execution by the parties.

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the original agreement between the parties, dated February 28, 2017, shall be and remain in full force and effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this First Amendment to Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: _____
Ken Cornell, Chair
Board of County Commissioners

Date: 9.14.17

ATTEST:

_____
Jess K. Irby II, Clerk

(SEAL)

APPROVED AS TO FORM

_____
Alachua County Attorney's Office

WALKER ARCHITECTS, INC.

ATTEST (By Corporate Officer)
By: _____

Print: _____

Title: _____

By: _____

Print: Joe Walker

Title: President

Date: August 8, 2017

MUST BE ATTESTED (WITNESSED) BY A DESIGNATED OFFICER OF THE CORPORATION. IF NOT INCORPORATED, THEN SHOULD BE NOTARIZED. SAMPLE FORMATS FOR NOTARY ARE AVAILABLE ON THE INTRANET UNDER OFFICE OF MANAGEMENT AND BUDGET SECTION.

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 8th day of August, 2017, by Joe Walker, who is personally known to me.

_____
Notary Public – State of Florida

MARY R. FITZPATRICK
MY COMMISSION # GG 103335
EXPIRES: April 12, 2019
Bonded Thru Notary Public Underwriters

ATTACHMENT B: WORK ORDER NOTICE TO PROCEED FOR CONTINUING CONTRACTS

WORK ORDER NO: _____
BILLING/INVOICE REFERENCE NO.: _____
PROJECT NUMBER: _____
PROJECT DESCRIPTION:

County: Alachua County, a political subdivision of the State of Florida.

Date Issued: _____

PROFESSIONAL:

PROFESSIONAL'S ADDRESS:

Execution of the Work Order by County shall serve as authorization for the Professional to provide for the above project, professional services as set out in the Scope of Services attached as Exhibit "A," to that certain Agreement of _____ between the County and the Professional and further delineated in the specifications, conditions, and requirements stated in the following listed documents which are attached hereto and made a part hereof.

ATTACHMENTS:

[ ] drawings/plans/specifications
[ ] scope of services
[ ] special conditions
[ ] _____

The Professional shall provide said services pursuant to this Work Order, its attachments and the above-referenced Agreement, which is incorporated herein by reference as if it had been set out in its entirety. Whenever the Work Order conflicts with said Agreement, the Agreement shall prevail.

TIME FOR COMPLETION: The work authorized by this Work Order shall be commenced upon [ ] the date written above or upon issuance of a [ ] Notice to Proceed by County and shall be completed within _____ (____) calendar days.

METHOD OF COMPENSATION:

(a) This Work Order is issued on a fixed fee basis

(b) The Professional shall perform all work required by this Work Order for the sum of _____ DOLLARS ($_____). In no event shall the Professional

be paid more than the Fixed Fee Amount.

The County shall make payment to the Professional in strict accordance with the payment terms of the above-referenced Agreement.

It is expressly understood by the Professional that this Work Order, until executed by the County, does not authorize the performance of any services by the Professional and that the County, prior to its execution of the Work Order, reserves the right to authorize a party other than the Professional to perform the services called for under this Work Order if it is determined that to do so is in the best interest of the County.

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20_____, for the purposes stated herein.

PROFESSIONAL:

_____ By: _____

Witness signature

Title: _____

Print Name and Title

Date: _____

ALACHUA COUNTY, FLORIDA

By: _____

Alachua County

Date: _____

WALKE-1 OP ID: TN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/23/2016

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 Nolen Insurance Services 2203 N Lois Avenue # 900 Tampa, FL 33607	CONTACT NAME: Tim Nolen PHONE (A/C, No, Ext): 813-873-8384 FAX (A/C, No): 813-414-9006 E-MAIL ADDRESS: Tnolen@nolenins.com
INSURED WALKER ARCHITECTS, INC. Suite 28 4055 NW 43rd Street Gainesville, FL 32606	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Liberty Insurance Underwriters — 19917 INSURER B : RLI Insurance Company — 13056 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		
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		PSB0005147	02/10/2017	02/10/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	2,000,000 1,000,000 10,000 2,000,000 4,000,000 4,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	X		PSB0005147	02/10/2017	02/10/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			PSW0002978	02/10/2017	02/10/2018	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	500,000 500,000 500,000
A	A/E Professional Liability			AEENYAA80Z0001	01/01/2017	01/01/2018	Per Claim Aggregate		2,000,000 2,000,000

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

ARCHITECTS & ENGINEERS PROFESSIONAL LIABILITY ON A CLAIMS-MADE BASIS WITH

DEFENSE COSTS INSIDE THE LIMITS OF LIABILITY.

CERTIFICATE HOLDER

Alachua County Board of
County Commissioners
Risk Managment
12 SE 1st Street, 3rd Floor
Gainesville, FL 32601

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