

## Grants & Contracts - Transmittal Memo

DATE: September 15, 2017

FROM: Purchasing Division, Contracts

TO: Susie Funderburk  
Charlie Jackson

CONTRACT #: 10217

VENDOR: Paul Stresing Associates, Inc.

DESCRIPTION: #10217 1<sup>st</sup> Amendment with Paul Stresing Associates, Inc., 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, #10217,  
BETWEEN ALACHUA COUNTY AND PAUL STRESING ASSOCIATES, INC.  
FOR ANNUAL ARCHITECTURAL AND ENGINEERING SERVICES**

**THIS FIRST AMENDMENT TO AGREEMENT**, made and entered into this 14<sup>th</sup> 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 Paul Stresing Associates, 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**, the parties wish to amend the agreement.

**NOW, THEREFORE**, 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 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 through 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

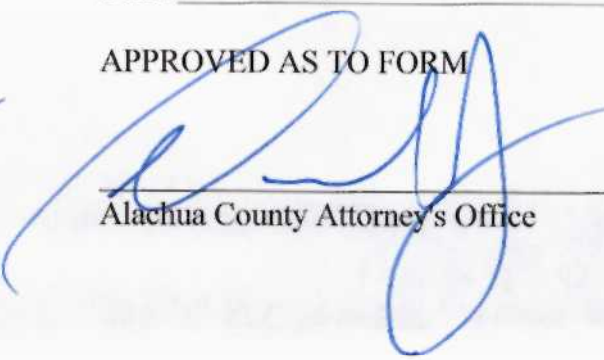
Date: 9.14.17

ATTEST:

  
Jess K. Irby II, Clerk

(SEAL)

APPROVED AS TO FORM

  
Alachua County Attorney's Office

ATTEST (By Corporate Officer)

By: 

Print: JOHN A. AYERBE

Title: 08/08/2017

Project Manager

**PAUL STRESING ASSOCIATES, INC.**

By: 

Print: Paul H. Stresing

Title: ARC

Date: Aug 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.**

**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 8 day of August, 2017, for the purposes stated herein.

  
Witness

**PROFESSIONAL:**  
By:   
signature  
Title: Arv.  
Print Name and Title  
Date: Aug. 8. 2017

**ALACHUA COUNTY, FLORIDA**

By: \_\_\_\_\_

Alachua County

Date: \_\_\_\_\_

Client#: 1051319

PAULSTR

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/22/2017

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).

<b>PRODUCER</b> USI Insurance Services, LLC 1715 N. Westshore Blvd. Suite 700 Tampa, FL 33607	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 813 321-7500 FAX (A/C, No): 813 321-7525 E-MAIL ADDRESS:														
<b>INSURED</b> Paul Stresing Associates, Inc. 14617 Main Street Alachua, FL 32615	<table border="1"> <thead> <tr> <th data-bbox="836 451 1421 493">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1421 451 1557 493">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="836 493 1421 525">INSURER A: Travelers Casualty and Surety C</td> <td data-bbox="1421 493 1557 525">19038</td> </tr> <tr> <td data-bbox="836 525 1421 556">INSURER B: XL Specialty Insurance Company</td> <td data-bbox="1421 525 1557 556">37885</td> </tr> <tr> <td data-bbox="836 556 1421 588">INSURER C:</td> <td data-bbox="1421 556 1557 588"></td> </tr> <tr> <td data-bbox="836 588 1421 619">INSURER D:</td> <td data-bbox="1421 588 1557 619"></td> </tr> <tr> <td data-bbox="836 619 1421 651">INSURER E:</td> <td data-bbox="1421 619 1557 651"></td> </tr> <tr> <td data-bbox="836 651 1421 667">INSURER F:</td> <td data-bbox="1421 651 1557 667"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Casualty and Surety C	19038	INSURER B: XL Specialty Insurance Company	37885	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ \$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	UB3840T277	12/19/2016	12/19/2017	X PER STATUTE <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	
B	<b>Professional Liability</b>		DPR9912400	03/14/2017	03/14/2018	\$1,000,000 per claim \$1,000,000 annl aggr.	

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

Professional liability is written on a claims made basis.

## CERTIFICATE HOLDER

## CANCELLATION

<b>Alachua County Board of County Commissioners</b> <b>Risk Management</b> 12 SE 1st Street, 3rd Floor Gainesville, FL 32601	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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STRES-1 OP ID: SW

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/11/2017

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.

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<b>PRODUCER</b> Darr Schackow Insurance Agency 5200 - B Newberry Road Gainesville, FL 32607 John Darr IV		<b>CONTACT NAME:</b> John Darr IV <b>PHONE (A/C, No. Ext.):</b> 352-338-0552 <b>FAX (A/C, No.):</b> 352-376-5741 <b>E-MAIL ADDRESS:</b> JDarr@DarrSchackowinsurance.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> First Community Insurance Co.	
		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
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 INSD	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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			090004992989404	04/01/2017	04/01/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			090004992989404	04/01/2017	04/01/2018	COMBINED SINGLE LIMIT (Per accident) \$ Included BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MI) 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 \$

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

<b>CERTIFICATE HOLDER</b>  ALACHU1  Alachua County Board of County Commissioners Risk Management 12 SE 1st Street Gainesville, FL 32611	<b>CANCELLATION</b>  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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