

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.

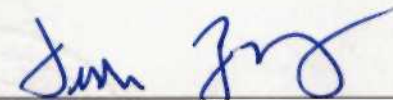
ALACHUA COUNTY, FLORIDA

By: 
Ken Cornell, Chair
Board of County Commissioners

Date: 9.14.17

ATTEST:

APPROVED AS TO FORM

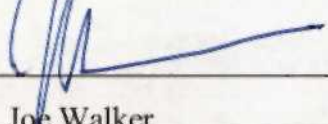

Jess K. Irby II, Clerk

(SEAL)


Alachua County Attorney's Office

WALKER ARCHITECTS, INC.

ATTEST (By Corporate Officer)
By: _____
Print: _____
Title: _____

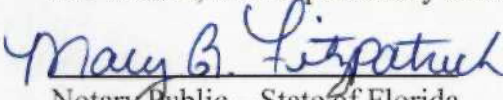
By: 
Print: Joe Walker
Title: President

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



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:

Witness

By: _____
signature

Title: _____
Print Name and Title

Date: _____

ALACHUA COUNTY, FLORIDA

By: _____
Alachua County

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

WALKE-1

OP ID: TN

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<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 <input type="checkbox"/> OTHER:	X	PSB0005147	02/10/2017	02/10/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPIOP AGG \$ 4,000,000
B	AUTOMOBILE LIABILITY <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	X	PSB0005147	02/10/2017	02/10/2018	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 <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>					EACH OCCURRENCE \$ AGGREGATE \$
B	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 <input type="checkbox"/> N/A		PSW0002978	02/10/2017	02/10/2018	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	A/E Professional Liability		AEENYAA80Z0001	01/01/2017	01/01/2018	Per Claim 2,000,000 Aggregate 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**CANCELLATION**

Alachua County Board of
County Commissioners
Risk Management
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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