

Grants & Contracts - Transmittal Memo

DATE: September 13, 2019

FROM: Procurement, Contracts

TO: Charlie Jackson, Paul Beckert

CONTRACT #: 10216

VENDOR: Walker Architects, Inc.

DESCRIPTION: #10216 Walker Architects, Inc. 3rd Amendment for annual architectural;
and engineering services extending

RFP 17-35

APPROVED BY: Board of County Commissioners

APPROVAL DATE: September 10, 2019

RECEIVED ON: September 13, 2019

TERM START: October 1, 2019

TERM END: September 30, 2020

AMOUNT: \$120,000.00

RFP/BID #: 17-35

GMW: N/A

POR #
(ENCUMBERANCE): N/A

ACTIONS REQUIRED: Please forward a copy to the vendor & retain a copy for your files.

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

THIS THIRD AMENDMENT TO AGREEMENT, made and entered into this 10th day of September 2019, 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." Collectively, the County and the Professional shall be referred to herein as the "Parties."

WITNESSETH:

WHEREAS, in 2016, the County issued Request for Proposal (RFP) #17-35 seeking proposals for Annual Architectural and Engineering Services for Capital Construction, Less than \$2,000,000.00 for Alachua County; and

WHEREAS, after evaluating and considering all timely responses to RFP #17-35, the County identified the Professional as one of the top ranked firms; and

WHEREAS, the Parties entered in the *Continuing Services Agreement for Annual Architectural and Engineering Services* dated February 28, 2017 (the "Agreement") with an initial Term ending September 30, 2017; thereafter renewed the Term of the Agreement for a one year period by entering into the First Amendment to the Agreement dated September 14, 2017 (the "First Amendment"); and thereafter further renewed the Term of the Agreement for another one year period by entering into the Second Amendment to the Agreement dated September 25, 2018 (the "Second Amendment"); and

WHEREAS, the Parties now wish to exercise the County's option to renew the Term of the Agreement for another one year period.

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 as follows:

A. SECTION # 1 of the Agreement, **Term**, is amended and replaced in its entirety to read as follows:

This Agreement is effective upon execution and will continue through September 30, 2020 unless terminated as provided herein. The Term of this Agreement may be extended at the option of the County for one (1) additional one (1) year period at the terms and conditions outlined herein.

B. This Third Amendment shall take effect upon execution by both Parties.

C. SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the Agreement, as previously amended, shall be and remain in full force and effect.

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

ALACHUA COUNTY, FLORIDA

By: Charles Chestnut IV
Charles Chestnut IV, Chair
Board of County Commissioners
Date: 9/10/2019

ATTEST:

J.K. "Jess" Irby
J.K. "Jess" Irby, Esq., Clerk

(SEAL)

APPROVED AS TO FORM

Alachua County Attorney's Office

PROFESSIONAL

ATTEST

By: Andrea Cellini
Print: Andrea Cellini
Title: Operations Manager

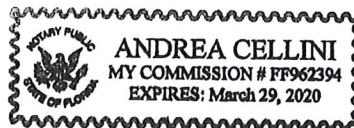
By: Joseph Walker
Print: Joseph Walker
Title: President

Date: 8/20/19

IF THE PROFESSIONAL IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

The foregoing instrument was acknowledged before me this 20th day of August, 2019 by Joseph Walker, who is personally known to me.

Andrea Cellini



Walker Architects, Inc.

(Insert Name of Corporation)

**CORPORATE RESOLUTION GRANTING SIGNING AUTHORITY
AND AUTHORITY TO CONDUCT BUSINESS**

I, Joseph Walker, certify that I am the Sole Member and
(insert name of owner)

Manager of Walker Architects, Inc. corporation (the "Corporation"),
(insert name of incorporation)

Organized under the laws of the state of Florida, and that
(insert state of incorporation)

the Sole Member of the Corporation did, at a meeting held on the 9th day of

July, 2019, did hereby consent to, adopt, ratify, confirm and approve the
following recitals and resolutions:

WHEREAS, the Corporation is a duly formed, validly existing corporation in good
standing under the laws of the State of Florida and is authorized to do
business in the State of Florida; and

WHEREAS, the undersigned is the Sole Member and Manager of the Corporation and
hereby certifies that he or she owns 100% of the equity interest of the Corporation; and

WHEREAS, the Corporation desires to grant certain persons the authority to execute
and enter into contracts and conduct business on behalf of the Corporation.

NOW, THEREFORE, BE IT RESOLVED, that any of the following officers and employees of
the Corporation listed below are hereby authorized and empowered, acting along, to sign,
execute and deliver any and all contracts and documents on behalf of the Corporation, and to

do and take such other actions, including but not limited to the approval and execution of contracts, purchase orders, amendments, change orders, invoices, and applications for payment, as in his or her judgment may be necessary, appropriate or desirable, in connection with or related to any bids, proposals, or contracts to, for or with to Alachua County, a charter county and political subdivision of the State of Florida:

NAME

Andrea Cellin

TITLE

Operations Manager

BE IT RESOLVED THAT, these resolutions shall continue in full force and effect, and may be relied upon by Alachua County, until express written notice of their rescission or modification has been received by the Purchasing Manager of Alachua County. Any revocation, modification or replacement of these resolutions must be accompanied by documentation satisfactory to the Purchasing Manager of Alachua County, establishing the authority for the changes.

[THIS SPACE WAS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, I have executed my name as Sole Member and Manager of the above-named Corporation this 9th day of July, 20 19, and do hereby certify that the foregoing is a true record of a resolution duly adopted at a meeting of the Sole Member of the Corporation and that said meeting was held in accordance with state law and the Bylaws of the Corporation, and that the resolution is now in full force and effect without modification or rescission.

Sole Member and Manager of the Corporation

By:

Joseph Walker

(Print Sole Member's Name)

STATE OF Florida
COUNTY OF Alachua

The foregoing instrument was acknowledged before me this 9th day of July, 20 19, by Joseph Walker, as Sole Member and Manager of Walker Architects, a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced a _____ (state) driver's license no. _____ as identification.

My Commission Expires:

Notary Public (Signature):

Andrea Cellini
(Printed Name)

(AFFIX NOTARY SEAL)

