

6576-23
Amd 2

**SECOND AMENDMENT TO AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE
AND
PROSSER, INC.
FOR
MISCELLANEOUS PARK IMPROVEMENTS
(AREA 1 – NORTH AND WEST OF ST. JOHNS RIVER)**

THIS SECOND AMENDMENT to Agreement is made and entered into in duplicate this 31 day of July, 2015, by and between the CITY OF JACKSONVILLE, a municipal corporation in Duval County, Florida (the “City”), and PROSSER, INC., a Florida profit corporation with an office at 13901 Sutton Park Drive South, Suite 200, Jacksonville, Florida 32224 (the “Contractor”), for miscellaneous park improvements in Area 1 north and west of the St. Johns River (hereinafter the “Project”).

RECITALS:

WHEREAS, on May 14, 2013, City and Contractor made and entered into City of Jacksonville Contract No. 6576-23 (the “Agreement”); and

WHEREAS, this Agreement has been amended once previously; and

WHEREAS, said Agreement should be further amended by extending the period of service to May 31, 2017, and by increasing the maximum indebtedness by \$500,000.00 to a new not-to-exceed total maximum indebtedness of \$1,500,000.00, with all other provisions, terms, and conditions of the Agreement remaining unchanged; now therefore

IN CONSIDERATION of the premises and of the mutual covenants and agreements hereinafter contained, the parties agree as follows:

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

2. Section 1.02 of said Agreement is amended in part by extending the period of service to May 31, 2017, and as amended shall read as follows:

“1.02 PERIOD OF SERVICE

This Agreement shall commence on the day and year first above written and shall continue and remain in full force and effect thereafter until May 31, 2017, or earlier termination as provided in Section 5.01 hereof. This Agreement may be renewed upon satisfactory performance of CONSULTANT in the sole discretion of CITY for one (1) additional two (2) year period upon provisions, terms, and conditions mutually acceptable to the parties.”

5. Section 3.06 of said Agreement is amended by increasing the maximum indebtedness by \$500,000.00 to a new not-to-exceed total maximum indebtedness of \$1,500,000.00, and as amended shall read as follows:

“3.06. This Agreement is a continuing contract. The City does not guarantee any work or any quantities to CONSULTANT under this Agreement; accordingly, the parties agree that CITY’s financial obligation under this Agreement is ZERO AND 00/100 DOLLARS (\$0.00). Financial obligations of the CITY, if any, and encumbrances of lawfully appropriated funds shall be created by subsequent purchase orders in variable amounts subject to a limit up to but not-to-exceed a maximum indebtedness of ONE MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,500,000.00). Such purchase orders shall be binding upon the parties hereto. Such purchase order(s) shall be considered as ‘Notices to Proceed’ with work or delivery or provision of quantities under this Agreement. The Contractor shall not commence work or deliver or provide quantities

under this Agreement unless and until it receives a written Notice to Proceed in the form of a purchase order.”

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 duly executed this Second Amendment the day and year first above written.

ATTEST:

By James R. McCain, Jr.
James R. McCain, Jr.
Corporation Secretary



CITY OF JACKSONVILLE

By Sam E. Mousa
Lenny Curry, Mayor

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

PROSSER, INC.

WITNESS:

By Donna S. Moss
Signature
Donna S. Moss
Type/Print Name
Comptroller
Title

By Shawn Bliss
Signature
Shawn Bliss
Type / Print Name
Vice President
Title

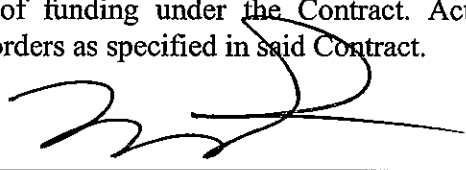
Encumbrance and funding information for internal City use:


Account Various subsequently issued purchase orders

Amount \$1,500,000.00


This above stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the foregoing contract. It shall be encumbered by one (1) or more subsequently issued Purchase Order(s) that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such Purchase Orders(s) is/are issued.

In accordance with Section 24.103(e) of the *Ordinance Code* of the City of Jacksonville, I 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 the Contract. Actual encumbrance(s) shall be made by subsequent purchase orders as specified in said Contract.



Acting Director of Finance
City Contract #6576-23, Amd #2


Approved as to form:



James R. McCain, Jr.
Office of General Counsel



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/10/2015

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 Phone: (904) 730-0600 Fax: (904) 731-7072 DONOVAN INSURANCE INC P O BOX 24960 JACKSONVILLE FL 32241-4960	CONTACT NAME: Donovan Insurance Inc PHONE (A/C No, Ext): (904) 730-0600 E-MAIL ADDRESS:	FAX (A/C No): (904) 731-7072	
	Agency Lic#: L044912		
INSURED PROSSER, INC. 13901 SUTTON PARK DRIVE SOUTH, SUITE 200A JACKSONVILLE FL 32224-0229	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : American Casualty Co of Reading, PA		
	INSURER B : OLD DOMINION INSURANCE CO		40231
	INSURER C : Transportation Insurance Co		
	INSURER D : Comp Options Insurance Company		
	INSURER E : TRAVELERS CAS & SURETY CO OF AMER		31194
INSURER F :			

COVERAGES CERTIFICATE NUMBER: 41355 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 EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <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	X		B5092246258	01/01/15	01/01/16	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED. EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			B1T8188Q	01/01/15	01/01/16	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (per accident)	\$
								\$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			B5092246292	01/01/15	01/01/16	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC810007475002	01/01/15	01/01/16	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	\$
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE-POLICY LIMIT	\$ 1,000,000
E	Professional Liability - Claims Made			105593482	04/08/15	04/08/16	Each Occurrence	\$2,000,000
							General Aggregate	\$2,000,000

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

CERTIFICATE HOLDER

CANCELLATION

CITY OF JACKSONVILLE
 220 EAST BAY STREET
 CITY HALL ANNEX 8TH FL
 JACKSONVILLE FL 32202

Attention:

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

Brian P. Donovan