

9944
Amd 2

**SECOND AMENDMENT TO AGREEMENT
(USING U.S. GENERAL SERVICES ADMINISTRATION CONTRACT # GS-07F-0248K)
BETWEEN
THE CITY OF JACKSONVILLE
AND
TRANE U.S. INC. d/b/a TRANE COMMERCIAL SYSTEMS NORTH FLORIDA
FOR FACILITIES MAINTENANCE AND MANAGEMENT FOR
ALL MULTI-STORY CITY BUILDINGS IN THE DOWNTOWN CORE**

THIS SECOND AMENDMENT to Agreement is made and entered into in duplicate this 3 day of February, 2015, retroactive to December 15, 2014 (hereinafter the "Effective Date") by and between the CITY OF JACKSONVILLE (hereinafter the ACITY@), a municipal corporation existing under the Constitution and the laws of the State of Florida, and TRANE US, INC., d/b/a TRANE COMMERCIAL SYSTEMS NORTH FLORIDA (hereinafter the AContractor@), a foreign profit corporation authorized to do business in Florida with an office at 8929 Western Way, Suite #1, Jacksonville, Florida 32256, for facilities maintenance and management for all multi-story City buildings in the downtown core (hereinafter the AProject@).

RECITALS:

WHEREAS, on January 29, 2014, CITY and Contractor made and entered into City of Jacksonville Contract No. 9944 (hereinafter the "Agreement"); and

WHEREAS, from October 1, 2014, through December 15, 2014, the parties have worked together continuously and without interruption on the Project; and

WHEREAS, said Agreement has been amended once previously; and

WHEREAS, said Agreement should be amended further by accepting, adopting, and ratifying all actions of the parties under said Agreement from October 1, 2014, through December 15, 2014, by extending the period of service from December 15, 2014, through April 3, 2015, and by increasing the award by \$493,954.00 for the extended period of service so as to increase the maximum indebtedness to an amount not-to-exceed \$943,954.00, with all other provisions, terms, and conditions of said Agreement remaining unchanged; now

therefore

IN CONSIDERATION of the premises and of the mutual covenants and agreements hereinafter contained and for other good and valuable consideration acknowledged by the parties to be legally sufficient, the parties agree as follows:

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

2. All actions of the parties under the provisions, terms, and conditions of said Agreement from October 1, 2014, through December 15, 2014, are accepted, adopted, and ratified.

3. Article 4 of said Agreement is amended in part by extending the period of service from December 15, 2014, through April 3, 2015, and as amended shall read as follows:

“ARTICLE 4: Duration of Agreement/Pricing Available to Other Entities:

The term of this Agreement shall commence on November 31, 2013, and shall continue and remain in full force and effect as to all its terms, conditions, and provisions as set forth herein through April 3, 2015, unless sooner terminated as provided in **Composite Exhibit 1**. During said period of time, the Services provided hereunder shall be available to all using agencies and other political subdivisions, boards, agencies, or authorities existing in Duval County that may desire to purchase same at the contract price provided herein.”

4. Section 5.2 of said Agreement is amended in part by increasing the award by \$493,954.00 for the extended period of service so as to increase the maximum indebtedness to an amount not-to-exceed \$943,954.00, and as amended shall read as follows:

“5.2. Notwithstanding any contrary provision in **Composite Exhibit 1**, the maximum indebtedness of the CITY for all fees, reimbursable items or other costs for the Services provided by Contractor pursuant to this Agreement shall not exceed the sum of NINE HUNDRED FORTY-THREE THOUSAND NINE HUNDRED FIFTY-FOUR and 00/100 USD (\$943,954.00).”

SAVE AND EXCEPT as expressly amended herein, the provisions, terms, and conditions of the Agreement, as previously amended, shall remain unchanged and shall continue in full force and effect.

[Remainder of page is left blank intentionally. Signature page follows immediately.]

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment the day and year first above written.

Cleveland Ferguson III
Deputy Chief Administrative Officer
For: Mayor Alvin Brown
Under Authority of:
Executive Order No. 2015-01

ATTEST:

CITY OF JACKSONVILLE

By James R. McCain
James R. McCain
Corporation Secretary

By Alvin Brown
Alvin Brown, Mayor

In compliance with 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, and provision has been made for the payment of the monies provided therein to be paid from the following account:

C. Ronald Belton
Director of Finance
Contract #9944, Amd #2
CB

Form Approved:

James R. McCain
Office of General Counsel

ATTEST:

TRANE US, INC.

By Baron Vogelsberg
Signature
Baron Vogelsberg
Type/Print Name
Contract Analyst
Title

By Marcus D. Johnson
Signature
Marcus D. Johnson
Type/Print Name
Contract Manager
Title



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/10/2014

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 MARSH & MCLENNAN COMPANIES 1166 AVENUE OF THE AMERICAS NEW YORK, NY 10036 Attn: 212-345-6000	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
025730-All-Covg-14-15 INGER EVIDEN	INSURER A : National Union Fire Ins Co Pittsburgh PA	NAIC # 19445
INSURED INGERSOLL RAND COMPANY & TRANE U.S. INC. ONE CENTENNIAL AVENUE P.O. BOX 6820 PISCATAWAY, NJ 08855	INSURER B : N/A NAIC # N/A	
	INSURER C : Travelers Indemnity Co Of America 25666	
	INSURER D : Travelers Prop. Casualty Co. Of America 25674	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** NYC-006499736-20 **REVISION NUMBER:** 33

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
A	GENERAL LIABILITY			GL 3823549	04/17/2014	04/17/2015	EACH OCCURRENCE \$ 7,500,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> CONTRATUAL LIABILITY						PERSONAL & ADV INJURY \$ 7,500,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 7,500,000
	<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$ 7,500,000
A	AUTOMOBILE LIABILITY			CA 2248429 (AOS)	04/17/2014	04/17/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
A	<input checked="" type="checkbox"/> ANY AUTO			CA 2248430 (MA)	04/17/2014	04/17/2015	BODILY INJURY (Per person) \$
A	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS	CA 2248431 (VA)	04/17/2014	04/17/2015	BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS			"Self Insured"			PROPERTY DAMAGE (Per accident) \$
				"Physical Damage"			\$
	<input type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$					\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			TC2JUB-7434L10A-14 (AOS)	04/17/2014	04/17/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A	TC2HUB-7434L448-14 (MN)	04/17/2014	04/17/2015	E.L. EACH ACCIDENT \$ 3,000,000
D	If yes, describe under DESCRIPTION OF OPERATIONS below			TRJUB-7434L424-14 (AZ,MA,OR,WI)	04/17/2014	04/17/2015	E.L. DISEASE - EA EMPLOYEE \$ 3,000,000
D	Workers Comp. & Employers Liab. Cont'd			TWXJUB-7434L45A-14 (OH)	04/17/2014	04/17/2015	E.L. DISEASE - POLICY LIMIT \$ 3,000,000
							SAME AS ABOVE

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

CERTIFICATE HOLDER

*INGERSOLL RAND COMPANY &
 TRANE U.S. INC.
 ONE CENTENNIAL AVENUE
 PO BOX 6820
 PISCATAWAY, NJ 08855

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
 of Marsh USA Inc.
 Jessica Cullen *Jessica Cullen*

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