

**AMENDMENT NO. 3 TO AGREEMENT NO. 17-0885MS  
FOR ARCHITECTURAL / ENGINEERING (A/E) CONSULTING SERVICES**

This Amendment No. 3 to Agreement No. 17-0885MS (hereinafter Amendment) is made as of this 22 day of August, 2019 (hereinafter Effective Date) between Manatee County , a political subdivision of the State of Florida, with its principal place of business located at 1112 Manatee Avenue West, Bradenton, FL 34205 (hereinafter COUNTY) and FAWLEY BRYANT ARCHITECTURE a Florida Corporation, whose address is 5391 Lakewood Ranch Boulevard North, Suite 300, Sarasota, FL 34240, (hereinafter Consultant).

**WHEREAS**, Section 2-26-46 of the County’s Procurement Code permits the County to amend agreements after execution; and

**WHEREAS**, on August 22, 2017 the County entered into Agreement No. 17-0885MS with Fawley Bryant Architecture, CONSULTANT for Architectural / Engineering (A/E) Consulting Services (Initial Agreement); and

**WHEREAS**, on August 7, 2018, the parties here to entered into Amendment No. 1 extending the Agreement for one (1) additional year commencing on August 22, 2018 and ending August 21, 2019; and

**WHEREAS**, on August 22, 2018, the parties entered into Amendment No. 2 adding additional classification to the Hourly Fee Schedule contained in Exhibit “B” of the initial Agreement; and

**WHEREAS**, the COUNTY has determined a need of the Consultant’s services beyond the one (1) year period ending August 21, 2019; and

**WHEREAS**, the Agreement may be amended only pursuant to an instrument in writing that has been jointly executed by the parties hereto; and

**NOW, THEREFORE**, in consideration of the promises and mutual covenants contained herein and for other good and valuable considerations, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.
2. Article 17 of the Agreement is here by amended to read as follows:
  - a. *Public Records.* Pursuant to Florida Statutes § 119.0701, to the extent CONSULTANT is performing services on behalf of the COUNTY, CONSULTANT shall:
    - i. Keep and maintain public records that ordinarily and necessarily would be required by the COUNTY in order to perform this service.
    - ii. Upon request from the COUNTY ’s custodian of public records, provide the custodian with a copy of the requested records or allow the records to be inspected

or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

- iii. Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement and following completion of the Agreement if CONSULTANT does not transfer the records to the public agency.
- iv. Upon completion of the Agreement, transfer, at no cost, to the COUNTY all public records in possession of the CONSULTANT or keep and maintain public records required by the COUNTY to perform the service. If CONSULTANT transfers all public records to the COUNTY upon completion of the Agreement, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of the Agreement, CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY 's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

**IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THEIR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**By email: [Debbie.Scaccianoce@mymanatee.org](mailto:Debbie.Scaccianoce@mymanatee.org)**

**By phone: 941.742.5845**

**Mail or hand delivery:**

**Attn: Records Manager**

**1112 Manatee Avenue West**

**Bradenton, FL 34205**

3. This Amendment No. 3 renews the Agreement for the period of August 22, 2019 through August 21, 2020.
4. All other terms and conditions of the Agreement shall remain in full force and effect during the contract period.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be duly executed effective as of the date set forth above.

Fawley Bryant Architecture

Fawley Bryant Architecture  
Company

By: [Signature]

Printed Name: SWARA HENDERSON

Date: 7/11/19

**MANATEE COUNTY**, a political subdivision  
Of the State of Florida

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

Printed Name: Theresa Webb, M.A., CPPO,  
CPPB, CPSM, C.P.M.

Title: Procurement Official

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/11/2019

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 have ADDITIONAL INSURED provisions or 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> Bradenton Insurance, LLC 1400 Ballard Park Drive Bradenton FL 34205	<b>CONTACT NAME:</b> Denise Nordland <b>PHONE (A/C. No. Ext):</b> 941-748-0511 <b>E-MAIL ADDRESS:</b> Denise@BradentonInsurance.com		<b>FAX (A/C. No.):</b> 941-748-6444
	<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURED</b> FAWLE-1 Fawley Bryant Architects Inc. Suite 300 5391 Lakewood Ranch Blvd N # Sarasota FL 34240	<b>INSURER A:</b> Westfield Insurance Co		<b>NAIC #</b> 24112
	<b>INSURER B:</b> Auto Owners Insurance Co.		18988
	<b>INSURER C:</b> Zenith Insurance Company		13269
	<b>INSURER D:</b> Admiral Insurance Co		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**COVERAGES**

CERTIFICATE NUMBER: 1455225639

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 INSD	SUBR 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 checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	CWP0456873	7/20/2019	7/20/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 150,000
							MED EXP (Any one person)	\$ 1,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CWP0456873	7/20/2019	7/20/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 5,000			4265657802	3/7/2019	3/7/2020	EACH OCCURRENCE	\$ 3,000,000
							AGGREGATE	\$
								\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	Z836430120	3/29/2019	3/29/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Professional Lia			EO00003513903	9/26/2018	9/26/2019	Each Occurrence	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)**

Manatee County, a Political subdivision of the State of Florida is an Additional Insured for General Liability on ISO form CG 2037 0413 attached. 30 day notice of cancellation for non payment

**CERTIFICATE HOLDER****CANCELLATION**

Manatee County, a Political Subdivision of the State of Florida Attn: Risk Management Division 1112 Manatee Ave. W. Suite 969 Bradenton FL 34205-7804	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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