

6579-13
Amd 6

**AMENDMENT NUMBER SIX TO AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE
AND
CONNELLY & WICKER, INC.
FOR
ENGINEERING SERVICES ON MISCELLANEOUS PROJECTS - NORTH SIDE**

THIS AMENDMENT NUMBER SIX to Agreement is made and entered into in duplicate this 1 day of March, 2014, by and between the CITY OF JACKSONVILLE (hereinafter the "CITY"), a municipal corporation in Duval County, Florida, and CONNELLY & WICKER, INC. (hereinafter the "CONSULTANT"), a Florida profit corporation with its principal office located at 10060 Skinner Lake Drive, Suite 500, Jacksonville, Florida 32246, for Engineering Services on Miscellaneous Projects on the North Side (hereinafter the "Project").

RECITALS:

WHEREAS, on August 21, 2006, the parties made and entered into City Contract # 6579-13 (hereinafter the "Agreement") for the Project; and

WHEREAS, said Agreement has been amended five (5) times previously; and

WHEREAS, said Agreement should be further amended by extending the period of service to December 31, 2014, and by allowing change orders to open purchase orders, with no increase in the maximum indebtedness, such indebtedness remaining a not-to-exceed amount of \$2,100,000.00, and with all other provisions, terms, and conditions of said Agreement remaining unchanged; now therefore

IN CONSIDERATION of the Agreement and of the mutual covenants and promises 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, "Period of Service", in said Agreement is amended in part by extending the period of service until December 31, 2014, subject to earlier termination, 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 DECEMBER 31, 2014, or earlier termination as provided in Section 5.1 hereof."

3. Section 3.06 of said Agreement is amended in part by allowing change orders to open purchase orders, with the maximum indebtedness remaining unchanged at a total not-to-exceed amount of \$2,100,000.00, and as amended shall read as follows:

"3.06. The maximum indebtedness of the CITY to the CONSULTANT for all Services to be performed pursuant to this Agreement shall not exceed the total sum of TWO MILLION ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$2,100,000.00); *provided however*, if funds for Services performed by CONSULTANT under this Agreement or any amendment will be encumbered by purchase order, then in such event all fund control checks will be performed at the time of such encumbrance by purchase order. The issuance of new purchase orders and the opening of purchase orders by change orders for the term of this Agreement shall be allowed."

SAVE AND EXCEPT as expressly amended in this instrument, the provisions, terms, and conditions of said Agreement of August 21, 2006, as previously amended, shall remain unchanged and shall continue in full force and effect.

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


IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment

Number Six to Agreement the day and year first above written.

ATTEST:

CITY OF JACKSONVILLE

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



By Karen Bowling
Alvin Brown, Mayor
Karen Bowling
Chief Administrative Officer
For: Mayor Alvin Brown
Under Authority of:
Executive Order No. 2013-04

ATTEST:

CONNELLY & WICKER, INC.

By Erin M. Culp
Signature
ERIN M. CULP
Type/Print Name
ADMINISTRATIVE ASSISTANT
Title

By Andrew Cummings
Signature
ANDREW CUMMINGS
Type / Print Name
VICE PRESIDENT
Title

Form Approved:

James R. McCain, Jr.
Office of General Counsel

In compliance with the Ordinance Code of the City of Jacksonville, I do certify that there is an unexpended, unencumbered and unapportioned balance in the appropriation sufficient to cover the foregoing Agreement and that provision has been made for the payment of the monies provided therein to be paid.

Charmelle Belton
Director of Administration and Finance

Director of Administration and Finance

6579-13 Amd #1

BT