

3629-19
Amd 2

**SECOND AMENDMENT TO AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE
AND
ELLIS & ASSOCIATES, INC.
FOR
ENGINEERING TESTING SERVICES - PART B:
SOIL BORINGS, UNDERWATER CONDITION SURVEYS, AND RELATED TESTING**

THIS SECOND AMENDMENT to Agreement is made and entered into in duplicate this 16 day of May, 2014 (hereinafter the "Effective Date"), by and between the CITY OF JACKSONVILLE, a municipal corporation in Duval County, Florida (hereinafter the "CITY"), and ELLIS & ASSOCIATES, INC., a Florida profit corporation with principal address at 7064 Davis Creek Road, Jacksonville, Florida 32256 (hereinafter the "CONSULTANT"), for Engineering Testing Services - Part B: Soil Borings, Underwater Condition Surveys and Related Testing (hereinafter the "Project").

RECITALS:

WHEREAS, on July 13, 2012, the parties made and entered into City of Jacksonville Contract No. 3629-19 (hereinafter the "Agreement") for the Project; and

WHEREAS, said Agreement has been amended one (1) time previously; and

WHEREAS, said Agreement should be amended by exercising the second and final one-year renewal option so as to extend the period of service from August 1, 2014, to July 31, 2015, with no renewal options remaining, subject to earlier termination, at terms mutually agreeable to the parties, and with no increase in the maximum indebtedness, such maximum indebtedness remaining a not-to-exceed amount of \$250,000.00, 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, the parties agree as follows:

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

2. Section 2.02 in said Agreement is amended in part by exercising the second and final one-year renewal option so as to extend the period of service from August 1, 2014, to July 31, 2015, with no renewal options remaining, subject to earlier termination, at terms mutually agreeable to the parties, and, as amended, shall read as follows:

“2.02. PERIOD OF SERVICE

This Agreement shall commence on said Effective Date and shall continue and remain in full force and effect thereafter until JULY 31, 2015, or earlier termination as provided in Section 6.1 hereof.”

3. The total maximum indebtedness shall remain a not-to-exceed amount of \$250,000.00.

SAVE AND EXCEPT as expressly amended in this instrument, the provisions, terms, and conditions of said Agreement of July 13, 2012 (City of Jacksonville Contract No. 3629-19), 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 Agreement the day and year

first above written.

ATTEST:

CITY OF JACKSONVILLE

By 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:

ELLIS & ASSOCIATES, INC.

By Becky Kiser
Signature
Becky Kiser
Type/Print Name
Executive Operations Administrator
Title

By Michael L. Lithman, P.E.
Signature
Michael L. Lithman, P.E.
Type / Print Name
Executive Vice President
Title

[Encumbrance & funding information, form approval and Director of Finance certification for the City's internal use are on the following page].


Encumbrance and funding information for internal City use:

Account.....Various subsequently issued purchase orders


Amount.....\$250,000.00

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 Order(s) 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 this Contract. Actual encumbrance[s] shall be made by subsequent purchase order[s], as specified in said Contract.


Director of Finance
City Contract #3629-19, Amd #2
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Approved as to form:


James R. McCain, Jr.
Corporation Secretary
Office of General Counsel