

9759-
Amd 1

**FIRST AMENDMENT TO AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE
AND
CSI GEO, INC.
FOR
ENGINEERING TESTING SERVICES - PART A:
ASPHALT TESTING/INSPECTION AND ROUTINE TESTING**

THIS FIRST AMENDMENT to Agreement is made and entered into in duplicate this 13 day of Dec-, 2013, by and between the **CITY OF JACKSONVILLE** (hereinafter the "CITY"), a municipal corporation in Duval County, Florida, and **CSI GEO, INC.** (hereinafter the "CONSULTANT"), a Florida for profit corporation with principal address at 2394 St. Johns Bluff Road South, Jacksonville, Florida 32246, for Engineering Testing Services - Part A: Asphalt Testing/Inspection and Routine Testing (hereinafter the "Project").

RECITALS:

WHEREAS, on September 27, 2012, CITY and CONSULTANT made and entered into City of Jacksonville Contract No. 9759 (hereinafter the "Agreement"); and

WHEREAS, said Agreement has not been amended previously; and

WHEREAS, said Agreement should be amended by exercising the first of two (2) one-year renewal options so as to extend the period of service through October 31, 2014, with one (1) renewal option remaining, subject to earlier termination, with no increase in the maximum indebtedness, such maximum indebtedness remaining a not-to-exceed amount of \$250,000.00, and 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, and correct and are incorporated herein and made a part hereof by this reference.

2. Section 2.02 of said Agreement is amended in part by exercising the first of two (2) one-year renewal options so as to extend the period of service through October 31, 2014, with one (1) renewal option remaining, subject to earlier termination, 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 October 31, 2014, or earlier termination as provided in Section 6.1 hereof. This Agreement may be renewed upon satisfactory performance of CONSULTANT, in the sole discretion of CITY, for one (1) additional one (1) year period upon provisions, terms, and conditions mutually acceptable to the parties.”

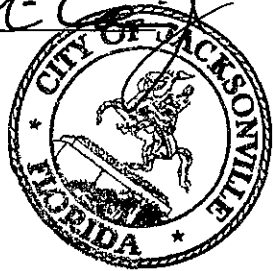
3. **SAVE AND EXCEPT** as expressly amended in this First Amendment, the provisions, terms, and conditions of said Agreement shall remain unchanged and shall continue in full force and effect.

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

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

ATTEST:

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



CITY OF JACKSONVILLE

By Alvin Brown
Alvin Brown, Mayor

ATTEST:

By Bensa Nukunya
Signature
Bensa Nukunya
Type/Print Name
Principal Engineer
Title

CSI GEO, INC.

By William R. Price
Signature
William R. Price
Type / Print Name
President
Title

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.

C. Ronald Belton
Director of Finance
City Contract #9759, First Amendment

BT

Approved as to form:

James R. McCain, Jr.
Office of General Counsel

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