

3140-32
Amd 1

**FIRST AMENDMENT TO AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE
AND
REYNOLDS, SMITH AND HILLS, INC.
FOR
Miscellaneous Dredge and Waterway Infrastructure Consultant Services**

THIS FIRST AMENDMENT to Agreement is made and entered into in duplicate this 5 day of May, 2014, by and between the CITY OF JACKSONVILLE (hereinafter the "CITY"), a municipal corporation in Duval County, Florida, and REYNOLDS, SMITH AND HILLS, INC. (hereinafter the "CONSULTANT"), a Florida for profit corporation with principal address at 10748 Deerwood Park Boulevard South, Jacksonville, Florida 32256, for miscellaneous dredge and waterway infrastructure consultant services (hereinafter the "Project").

RECITALS:

WHEREAS, on February 2, 2012, CITY and CONSULTANT made and entered into City of Jacksonville Contract No. 3140-32 (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) two-year renewal options so as to extend the period of service to April 30, 2016, with one (1) 2-year renewal option remaining and by increasing the maximum indebtedness by \$1,000,000.00 to a new not-to-exceed total maximum indebtedness of \$2,000,000.00, with all other provisions, terms, and conditions 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 1.02 of said Agreement is amended in part by exercising the first of two (2) two-year renewal options so as to extend the period of service to April 30, 2016, with one (1) 2-year renewal option remaining, and as amended shall read as follows:

“1.02 Period of Service

This Agreement shall commence on said Effective Date and shall continue and remain in full force and effect thereafter until APRIL 30, 2016, or earlier termination as provided in Section 5.1 hereof. This Agreement may be renewed upon satisfactory performance of CONSULTANT, in the sole discretion of CITY, for one (1) additional 2- year period upon provisions, terms, and conditions mutually acceptable to the parties.”

3. Section 3.06 of said Agreement is amended in part by increasing the maximum indebtedness by \$1,000,000.00 to a new not-to-exceed total maximum indebtedness of \$2,000,000.00 and as amended shall read as follows:

“3.06. The maximum indebtedness of CITY for all Services to be performed pursuant to this Agreement shall not exceed the sum of TWO MILLION AND 00/100 USD (\$1,000,000.00); *provided however*, this Agreement shall require no encumbrance of funds at this time. Such encumbrance of funds shall be made by the aforementioned individual purchase orders. All funding availability and other fiscal checking will be made at the time of issuing said individual purchase orders.”

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.

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.
James R. McCain, Jr.
Corporation Secretary



By Alvin Brown
Alvin Brown, Mayor

WITNESS:

REYNOLDS, SMITH AND HILLS, INC.

By Melanie K. Nichols
Signature
Melanie K. Nichols
Type/Print Name
Asst Corp Secretary
Title

By Kim Holland
Signature
Kim Holland
Type / Print Name
Vice President
Title

In accordance 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 that provision has been made for the payment of monies provided therein to be paid.

Bo Dot AL Holland 5/2/14
Director of Finance
City Contract Number #3140-32, Amd #1

Form Approved:

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