

7420-11
Amd 1

**FIRST AMENDMENT TO AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE
AND
EISMAN & RUSSO, INC.
FOR
MISCELLANEOUS CIVIL ENGINEERING – NORTH AREA**

THIS FIRST AMENDMENT to Agreement is made and entered into in duplicate this 3 day of February, 2015, by and between the CITY OF JACKSONVILLE, a municipal corporation in Duval County, Florida (hereinafter the “CITY”), and EISMAN & RUSSO, INC., a Florida profit corporation with an office at 6455 Powers Avenue, Jacksonville, Florida 32217 (hereinafter the “CONSULTANT”), for miscellaneous civil engineering services in the North Maintenance Area (hereinafter the “Project”).

RECITALS:

WHEREAS, on January 25, 2013, the parties made and entered into City of Jacksonville Contract No. 7420-11 (hereinafter the “Agreement”) for the Project; and

WHEREAS, said Agreement has not been amended previously; and

WHEREAS, said Agreement should be amended by exercising the first of two 2-year renewal options so as to extend the period of service to January 31, 2017, with one 2-year renewal option remaining, at terms mutually agreeable, with no increase in the maximum indebtedness, such maximum indebtedness to remain a not-to-exceed amount of \$750,000.00, 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, and for other good and valuable consideration admitted by the parties to be sufficient, 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 by exercising the first of two 2-year renewal options so as to extend the period of service to January 31, 2017, with one 2-year renewal option remaining, at terms mutually agreeable, 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 January 31, 2017, or earlier termination as provided in Section 5.01 hereof. This Agreement may be renewed upon satisfactory performance of CONSULTANT in the sole discretion of CITY for one (1) additional two (2) year period upon provisions, terms, and conditions mutually acceptable to the parties.”

3. The maximum indebtedness shall remain a not-to-exceed amount of \$750,000.00.

SAVE AND EXCEPT as expressly amended by this instrument, 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.]

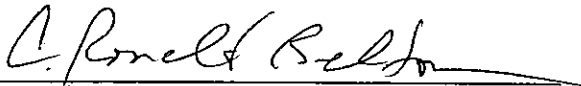
Encumbrance and funding information for internal City use:

Account..... _____

Amount.....\$ _____

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(s) that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such check request(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 # 7420-11
jro

Contract Encumbrance Data Sheet follows immediately.

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

ATTEST:

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



CITY OF JACKSONVILLE

By Cleveland Ferguson III
Alvin Brown, Mayor

Cleveland Ferguson III
Deputy Chief Administrative Officer
For: Mayor Alvin Brown
Under Authority of:
Executive Order No. 2015-01

WITNESS:

By Angela Maxwell
Signature
Angela Maxwell
Type/Print Name
Actg. Administrator
Title

EISMAN & RUSSO, INC.

By Antonio Mahfoud
Signature
Antonio Mahfoud
Type / Print Name
President
Title

Form Approved:

James R. McCain
Office of General Counsel