

7077-13
Amd 1

**FIRST AMENDMENT TO AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE
AND
WAITZ & MOYE, INC.
FOR
TRAFFIC ENGINEERING SERVICES**

THIS FIRST AMENDMENT to Agreement is made and entered into in duplicate this 29 day of January, ~~2013~~²⁰¹⁴, by and between the CITY OF JACKSONVILLE (hereinafter the "CITY"), a municipal corporation in Duval County, Florida, and WAITZ & MOYE, INC. (hereinafter the "CONSULTANT"), a Florida profit corporation with principal address at 3738 Southside Boulevard, Suite 101, Jacksonville, Florida 32216, for Traffic Engineering Testing Services (hereinafter the "Project").

RECITALS:

WHEREAS, on October 16, 2012, the parties made and entered into City of Jacksonville Contract No. 7077-13 (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) one-year renewal options so as to extend the period of service to October 31, 2014, subject to earlier termination, with no increase in the maximum indebtedness, such 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 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 by this reference are incorporated herein and made a part hereof.

2. Section 2.02 in 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 to October 31, 2014, 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. The total maximum indebtedness shall remain a not-to-exceed amount of \$250,000.00.

SAVE AND EXCEPT as expressly amended by this instrument, the provisions, terms, and conditions of the Agreement of October 16, 2012, 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:

CITY OF JACKSONVILLE

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

By Alvin Brown
Alvin Brown, Mayor



WITNESS:

WAITZ & MOYE, INC.

By Debra Watters
Signature
Debra Watters
Type/Print Name
Office Manager
Title

By Arellys J. Moye
Signature
Arellys J. Moye
Type/Print Name
President
Title

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

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

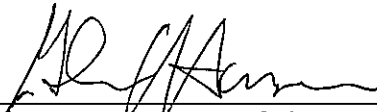
Encumbrance and funding information for internal City use:

Account.....Various subsequently issued purchase orders

Amount.....\$250,000.00

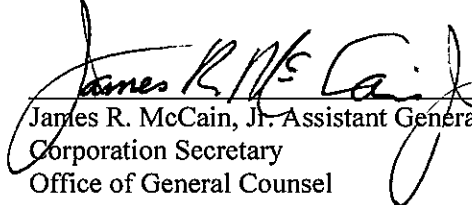
This above stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the foregoing contract. It shall be encumbered by one (1) or more subsequently issued Purchase Order(s) that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such Purchase Order(s) are issued.

In accordance with Section 24.103(e), *Ordinance Code*, 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.

 1/24/14

Director of Finance
City Contract #7077-13

Approved as to form:



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