

7077-10
Amd 4

**AMENDMENT NUMBER SIX TO AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE
AND
WAITZ & MOYE, INC.
FOR
ENGINEERING SERVICES ON MISCELLANEOUS PROJECTS ON THE WEST SIDE**

THIS AMENDMENT NUMBER SIX 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., a Florida profit corporation with principal office located at 3738 Southside Boulevard, Suite 101, Jacksonville, Florida 32216 (hereinafter the "CONSULTANT") for Engineering Services on Miscellaneous Projects on the West Side (hereinafter the "Project").

WITNESSETH:

WHEREAS, on August 8, 2006, the parties made and entered into City Contract #7077-10 for the Project (hereinafter the "Agreement"); and

WHEREAS, said Agreement has been amended five (5) times previously; and

WHEREAS, said Agreement should be further amended by extending the period of service from December 31, 2013, to December 31, 2014, and by allowing change orders to open purchase orders should they be required in conjunction with projects currently being performed, with no increase in the maximum indebtedness, such indebtedness remaining a not-to-exceed amount of \$3,000,000.00, and with all other provisions, terms, and conditions of the Agreement remaining unchanged; now therefore

IN CONSIDERATION of the Agreement and for other good and valuable consideration admitted by the parties to be legally sufficient, the parties agree to amend said Agreement 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 1.02, "Period of Service", in said Agreement is amended in part by extending the term of the Agreement from December 31, 2013, to December 31, 2014, subject to earlier termination, 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 December 31, 2014, or earlier termination as provided in Section 5.1 hereof."

3. Section 3.06 in said Agreement is amended in part by allowing change orders to open purchase orders should they be required in conjunction with projects currently being performed and, as amended, shall read as follows:

"3.06. The maximum indebtedness of the CITY to the CONSULTANT for all Services to be performed pursuant to this Agreement shall not exceed the total sum of THREE MILLION AND 00/100 DOLLARS (\$3,000,000.00); *provided however* if funds for Services performed by CONSULTANT under this Agreement or any amendment hereto will be encumbered by purchase order, then and in such event all fund control checks will be performed at the time of such encumbrance by purchase order. The issuance of new purchase orders for the term of this Agreement shall be allowed. In addition, the opening of purchase orders by change orders should they be required in conjunction with projects being performed shall be allowed."

4. The total maximum indebtedness shall remain a not-to-exceed amount of \$3,000,000.00.

SAVE AND EXCEPT as expressly amended by this instrument, the provisions, terms, and conditions of the Agreement as previously amended 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 Amendment Number

Six the day and year first above written.

ATTEST:

CITY OF JACKSONVILLE

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

By Karen Bowling
Alvin Brown, Mayor



ATTEST:

WAITZ & MOYE, INC.

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

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

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

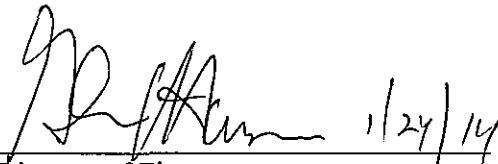
Encumbrance and funding information for internal City use:

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
Contract # 7077-10, Amendment #6
BT

Form Approved:



Office of General Counsel

PROCUREMENT DIVISION



215873

November 21, 2013

The Honorable Alvin Brown, Mayor
City of Jacksonville
4th Floor, St. James Building
Jacksonville, FL 32202

Dear Mayor Brown:

Ref: P-33-06 Engineering Services on Miscellaneous Projects on the West Side (Amendment No. 6)
Department of Public Works

The Professional Services Evaluation Committee met today in Board Room 851 on the eighth floor of the Ed Ball Building, for the purpose of amending the above-referenced contract.

The following motion and/or recommendation was adopted:

That Contract No. 7077-10, originally executed August 8, 2006, between the City and Waitz & Moyer, Inc., for Engineering Services on Miscellaneous Projects on the West Side, is amended by: (i) extending the period of service from December 31, 2013 to December 31, 2014; and (ii) allowing change orders to open purchase orders should they be required in conjunction with projects currently being performed. The maximum indebtedness shall remain a not-to-exceed amount of \$3,000,000.00. All other terms and conditions, as previously amended, shall remain the same. Nothing contained herein shall be amended, modified, or otherwise revised, without prior approval from the PSEC and the Mayor.

If the foregoing meets your approval, please affix your signature and return to my office.

Respectfully submitted,

Gregory Pease
Gregory Pease, Chief
Procurement Division
Chairman, Professional Services
Evaluation Committee

APPROVED:

Alvin Brown
Alvin Brown, Mayor

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

This 26 day of November, 2013

CP:

cc: Council Auditor
Jody Brooks, OGC
Barbara Turner, GAD
Subcommittee Members