

9577
Amd 3

**THIRD AMENDMENT TO AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE
AND
CONSTRUCTION AND ENGINEERING SERVICES CONSULTANTS, INC.
(a/k/a CES CONSULTANTS, INC.)
FOR
SERVICES FOR VARIOUS PROJECTS**

THIS THIRD AMENDMENT to Agreement is made and entered into in duplicate this 23 day of March, 2015, by and between the CITY OF JACKSONVILLE (hereinafter the "CITY"), a municipal corporation existing under the Constitution and the laws of the State of Florida, and CONSTRUCTION AND ENGINEERING SERVICES CONSULTANTS, INC. (a/k/a CES Consultants, Inc.) (hereinafter the "CONSULTANT"), a Florida profit corporation with principal offices at 9432 Baymeadows Road, Jacksonville, FL 32256, for construction, engineering, and inspection services for various projects (hereinafter the "Project").

RECITALS:

WHEREAS, on February 14, 2011, the parties made and entered into City of Jacksonville Contract No. 9577 (hereinafter the "Agreement") for the Project; and

WHEREAS, said Agreement has been amended twice previously; and

WHEREAS, said Agreement should be amended further by exercising the second and final two (2) year renewal option so as to extend the term of the Agreement to March 31, 2017, and by increasing the maximum indebtedness for the services by \$1,000,000.00 to a new not-to-exceed total maximum indebtedness of \$3,000,000.00, with all other provisions, terms, and conditions of said Agreement remaining unchanged; now therefore

IN CONSIDERATION of said Agreement and of the mutual covenants and agreements hereinafter contained, 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 are incorporated herein by this reference.

2. Section 3.01 of said Agreement is amended, in part, by exercising the second and final two (2) year renewal option so as to extend the term of the Agreement to March 31, 2017, with no renewal options remaining, and as amended, shall read as follows:

“3.01. The term of this Agreement shall become effective as of the Effective Date and shall continue and remain in full force and effect as to all its terms, conditions, and provisions as set forth herein until March 31, 2017, unless sooner terminated by either party, with or without cause, by giving of not less than thirty (30) days’ prior written notice to the other party to this Agreement.”

4. Section 7.01.02 of said Agreement is amended, in part, by increasing the maximum indebtedness for the Services by \$1,000,000.00 to a new not-to-exceed total maximum indebtedness of \$3,000,000.00, and as amended shall read as follows:

“7.01.02. The maximum indebtedness of the CITY for all fees, reimbursable items, or other costs for Services provided by CONSULTANT pursuant to this Agreement shall not exceed the sum of THREE MILLION AND 00/100 DOLLARS (\$3,000,000.00) for the term of this Agreement; *provided however*, the CITY does not guarantee the amount of work or number of projects to be assigned to CONSULTANT, and funds for Services performed by CONSULTANT under this Agreement or any

amendment will be encumbered by subsequent purchase order and all fund control checks will be performed at the time of such encumbrance by purchase order.”

SAVE AND EXCEPT as expressly amended by and in this instrument, the provisions, terms, and conditions of said Agreement of February 14, 2011, as previously amended, shall remain unchanged and shall continue in full force and effect.

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

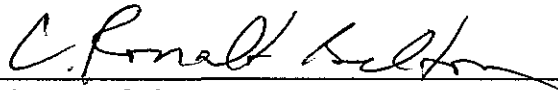
Encumbrance and funding information for internal City use:

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 order(s)][check request(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)][check request(s)], as specified in said Contract.



Director of Finance
City Contract # 9577 And 3
PKB

Contract Encumbrance Data Sheet follows immediately.

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

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment the

day and year first above written.

ATTEST:

CITY OF JACKSONVILLE

By James R. McCain, Jr.
Corporation Secretary



By Alvin Brown
Mayor

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.

C. Ronald Belton
Director of Finance

9577 Amd 3
PRB

Form Approved:

James R. McCain, Jr.
Office of General Counsel

WITNESS:

CONSTRUCTION AND ENGINEERING
SERVICES CONSULTANTS, INC.
(a/k/a CES Consultants, Inc.)

By Stephen U. Manis
Signature

By Steven J. Davis
Signature

STEPHEN U. MANIS
Type/Print Name

STEVEN J. DAVIS
Type/Print Name

SECRETARY
Title

President/CEO
Title

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

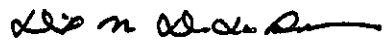
PRODUCER USI Insurance Services, LLC, 1715 N. Westshore Blvd. Suite 700 Tampa, FL 33607	CONTACT NAME: PHONE (A/G, No, Ext): 813 321-7500		FAX (A/G, No):
	E-MAIL ADDRESS:		
INSURED Construction and Engineering Services Consultants, Inc. 9432 Baymeadows Road #100 Jacksonville, FL 32256	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Travelers Indemnity Company of		25682
	INSURER B : Travelers Indemnity Co. of Amer		25666
	INSURER C : Travelers Casualty and Surety C		31194
	INSURER D : XL Specialty Insurance Company		37885
	INSURER E :		
INSURER F :			

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	X	6805943X132	02/25/2015	02/25/2016	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
B	AUTOMOBILE LIABILITY	X	X	BA5943X906	02/25/2015	02/25/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						
B	UMBRELLA LIAB	X		CUP9D686354	02/25/2015	02/25/2016	EACH OCCURRENCE \$2,000,000
	EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	UB3750T665	07/06/2014	07/06/2015	X WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A					
D	Professional Liability			DPR9722406	02/25/2015	02/25/2016	\$1,000,000 per claim \$1,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Professional Liability coverage is written on a claims-made basis.

CERTIFICATE HOLDER City of Jacksonville, Right of	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

PROCUREMENT DIVISION



February 5, 2015

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

Dear Mayor Brown:

Ref: P-31-10 Construction Engineering & Inspection Services for Various Projects (Amendment No. 3)
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 and ratifying the above-referenced contract.

The following motion and/or recommendation was adopted:


That Contract No. 9577 originally executed February 14, 2011, between the City and Construction and Engineering Services Consultants, Inc., (aka CES Consultants, Inc.) for Construction Engineering & Inspection Services for Various Projects; is amended to (i) increase the maximum indebtedness by \$1,000,000.00 to a new not-to-exceed amount of \$3,000,000.00; and (ii) exercise the 2nd and final 2-yr renewal option extending the period of service from March 31, 2015 to March 31, 2017. 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, Chief
Procurement Division
Chairman, Professional Services
Evaluation Committee

APPROVED:


Alvin Brown, Mayor
This 5th day of FEBRUARY, 2015

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

cc. Council Auditor
Jim McCain, OGC
Philip Boston, CAD
Subcommittee Members