

7265-09
Amd 5

**AMENDMENT NUMBER FIVE TO AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE
AND
THE R-A-M PROFESSIONAL GROUP, INC.
FOR
LANDSCAPING VARIOUS ROADWAYS AND PUBLIC SPACES**

THIS AMENDMENT NUMBER FIVE 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 THE R-A-M PROFESSIONAL GROUP, INC. (hereinafter the "CONSULTANT"), a Florida corporation with principal office at 8298 Bayberry Road, Suite 1, Jacksonville, Florida 32256, for landscaping various roadways and public spaces throughout Duval County (hereinafter the "Project").

RECITALS:

WHEREAS, on June 21, 2007, the parties made and entered into City of Jacksonville Contract # 7265-09 (hereinafter the "Agreement") for the Project; and

WHEREAS, said Agreement has been amended four (4) times previously; and

WHEREAS, said Agreement should be amended by extending the period of service from March 31, 2014, through August 31, 2014, subject to earlier termination, and by allowing the issuance of new purchase orders and the opening of purchase orders by change orders should they be required in conjunction with projects currently being performed, with no increase in the maximum indebtedness, such maximum indebtedness remaining a not-to-exceed amount of \$2,000,000.00, and with all other provisions, terms, and conditions of said Agreement remaining unchanged; now therefore

IN CONSIDERATION of the Agreement and of the mutual covenants and agreements hereinafter contained, the parties agree to amend said Agreement 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 entitled "PERIOD OF SERVICE" in said Agreement is amended in part by extending the period of service from March 31, 2014, through August 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 August 31, 2014, or earlier termination as provided in Section 5.1 hereof."

3. Section 3.05 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:

"3.05 The maximum indebtedness of the CITY for all services to be performed pursuant to this Agreement shall not exceed the sum of TWO MILLION AND 00/100 DOLLARS (\$2,000,000.00); 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 maximum indebtedness shall remain a not-to-exceed amount of \$2,000,000.00.

SAVE AND EXCEPT as expressly amended in this instrument, the provisions, terms, and conditions of said Agreement of June 21, 2007, as previously amended, shall remain unchanged and shall continue in full force and effect.

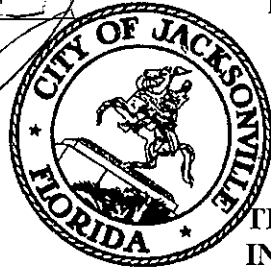
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the day and year first above written.

ATTEST:

CITY OF JACKSONVILLE

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

By *Alvin Brown*
Alvin Brown, Mayor



ATTEST:

THE R-A-M PROFESSIONAL GROUP, INC.

By *Jennifer Anders*
Signature
Jennifer Anders
Type/Print Name
Executive Assistant
Title

By *Waine A. Reed*
Signature
Waine A Reed
Type / Print Name
PRESIDENT
Title

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

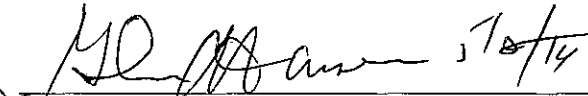

Encumbrance and funding information for internal City use:

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.


Budget Director of Finance
City Contract #7265-09, Amd #5


Form Approve


Corporate Secretary