

**SECOND AMENDMENT TO AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE
AND
HDR ENGINEERING, INC.
FOR
MISCELLANEOUS PARK IMPROVEMENTS
AREA 2 SOUTH AND EAST OF THE ST. JOHNS RIVER**

THIS SECOND AMENDMENT to Agreement is made and entered into in duplicate this 21st day of JANUARY, 2015, by and between the CITY OF JACKSONVILLE (hereinafter the "CITY"), a municipal corporation in Duval County, Florida, and HDR ENGINEERING, INC. (hereinafter the "CONSULTANT"), a corporation authorized to do business in the State of Florida with offices located at 200 West Forsyth Street, Suite 800, Jacksonville, Florida 32202, for professional engineering, architecture, landscape architecture, planning, environmental assessment, geotechnical, surveying, environmental permitting, and all other services as may be needed by the City for miscellaneous improvements to existing or new parks located south and west of the St. Johns River in the City of Jacksonville (hereinafter, the "Project").

RECITALS:

WHEREAS, on December 13, 2012, CITY and CONSULTANT made and entered into City of Jacksonville Contract No. 8216-08 (hereinafter the "Agreement"); and

WHEREAS, said Agreement has been amended once previously; and

WHEREAS, said Agreement should be amended further by exercising the first of two 2-year renewal options so as to extend the period of service to December 31, 2016, with one renewal option remaining upon terms and conditions mutually agreeable to the parties, and by increasing the maximum indebtedness by \$1,000,000.00 to a new not-to-exceed total maximum indebtedness of \$2,000,000.00, 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, 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 in part by exercising the first of two 2-year renewal options so as to extend the period of service to December 31, 2016, with one renewal option remaining upon terms and conditions mutually agreeable to the parties, 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, 2016, or earlier termination as provided in Section 5.1 hereof. This Agreement may be renewed in the sole discretion of the City for one (1) additional two (2) year period upon terms and conditions mutually agreeable to the parties.”

3. Section 3.06 of said Agreement is amended in part by increasing the maximum indebtedness by \$1,000,000.00 to a new not-to-exceed total maximum indebtedness of \$2,000,000.00, and as amended shall read as follows:

“3.06. 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 NO/100 DOLLARS (\$2,000,000.00); *provided however*, this amount shall not be encumbered by this Agreement. Encumbrance and concomitant fund availability checking shall be performed at the time individual purchase order[s] is/are issued.”

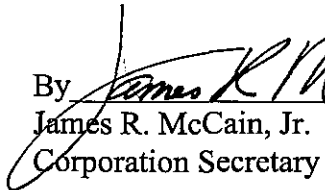
SAVE AND EXCEPT as expressly amended by this instrument, the provisions, terms, and conditions of said Agreement, as previously amended, shall remain unchanged and shall continue in full force and effect.

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

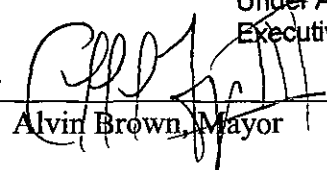
IN WITNESS WHEREOF, the parties hereto have duly executed this Second Amendment the

day and year first above written.

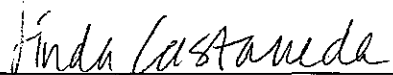
ATTEST:


By 
James R. McCain, Jr.
Corporation Secretary



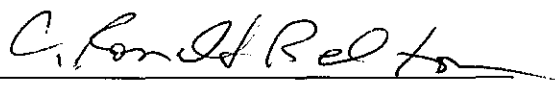
Cleveland Ferguson III
Deputy Chief Administrative Officer
CITY OF JACKSONVILLE
By 
Alvin Brown, Mayor
Under Authority of:
Executive Order No. 2015-01

ATTEST:

By 
Signature
Linda Castaneda
Type/Print Name
Receptionist
Title

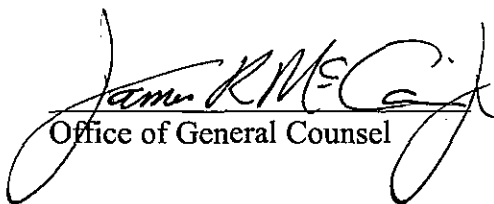
HDR ENGINEERING, INC.
By 
Signature
Carol C. Worsham
Type / Print Name
Vice President
Title

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 Agreement.


Director of Finance
City Contract Number: 8216-08, 2nd Amendment



Form Approved:


Office of General Counsel