

9513
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**THIRD AMENDMENT TO AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE
AND
VRL ARCHITECTS, INC.
FOR
MISCELLANEOUS ARCHITECTURAL AND ENGINEERING SERVICES**

THIS THIRD AMENDMENT to Agreement is made and entered into in duplicate this 14 day of May, 2014, by and between the CITY OF JACKSONVILLE (hereinafter the "CITY"), a municipal corporation in Duval County, Florida, and VRL ARCHITECTS, INC. (hereinafter the "CONSULTANT") a Florida profit corporation with principal office located at 1449 Palm Avenue, Jacksonville, Florida 32207, for Miscellaneous Architectural/Engineering Services (hereinafter the "Project").

RECITALS:

WHEREAS, on or about July 21, 2010, the parties made and entered into City of Jacksonville Contract # 9513 (hereinafter the "Agreement") for the Project; and

WHEREAS, said Agreement has been amended two (2) times previously; and

WHEREAS, said Agreement should be amended further by exercising the second and final two-year renewal option so as to extend the period of service to August 30, 2016, and by increasing the CITY's maximum indebtedness by \$2,000,000.00 to a cumulative maximum indebtedness not-to-exceed \$5,000,000.00, with all other provisions, terms, and conditions of said 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 true and correct and are incorporated herein and made a part hereof by this reference.

2. Section 1.02.01 of said Agreement is amended in part by exercising the second and final two-year renewal option so as to extend the period of service to August 30, 2016, and as amended shall read as follows:

“1.02.01. This Agreement shall commence on the day and year first written above and shall continue and remain in full force and effect thereafter until August 30, 2016, or earlier termination as provided in Section 5.01 hereof.”

3. Section 1.02.02 of said Agreement is deleted in its entirety.

4. Section 3.6 of said Agreement is amended in part by increasing the CITY’s maximum indebtedness by an amount not-to-exceed \$2,000,000.00 to a cumulative maximum indebtedness not-to-exceed \$5,000,000.00, 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 FIVE MILLION AND 00/100 USD (\$5,000,000.00), *provided however*, no funds will be encumbered by this Agreement. Funds for Services performed by CONSULTANT under this Agreement or any amendment will be encumbered by subsequently issued purchase order[s] and all fund control checks will be performed at the time of such encumbrance by purchase order[s].”

SAVE AND EXCEPT as expressly amended in and by this instrument, the provisions, terms, and conditions of said Agreement 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 Third 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

Funding & encumbrance information, Finance Certification & form approval for internal City use are found on the following page.

ATTEST:

VRL ARCHITECTS, INC.

By Beverly A. Sharp
Signature
BEVERLY A SHARP
Type/Print Name
Office Manager
Title

By Stephen F. Lascar
Signature
STEPHEN F. LASCAR
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.....Subsequently issued purchase order[s]

Amount.....\$2,000,000.00 for the period from August 30,2014 through August 30, 2016.

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] is/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 above.

Director of Finance
City Contract #9513
Amendment # 3

Approved as to form:

James R. McCain, Jr.,
Corporation Secretary