

8216-08
Amd 1

**FIRST 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 FIRST AMENDMENT to Agreement is made and entered into in duplicate this 30 day of April, 2014, 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 not been amended previously; and

WHEREAS, said Agreement should be amended by increasing the maximum indebtedness by \$500,000.00 to a new not-to-exceed total maximum indebtedness of \$1,000,000.00 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 3.06 of said Agreement is amended in part by increasing the maximum indebtedness to a new not-to-exceed total maximum indebtedness of \$1,000,000.00 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 ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00); *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 shall remain unchanged and shall continue in full force and effect.

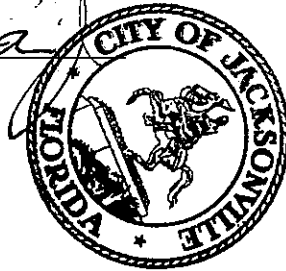
[Remainder of this page is intentionally left blank. Signature page follows immediately.]

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

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

ATTEST:

HDR ENGINEERING, INC.

By Susan Vansadt
Signature
Susan Vansadt
Type/Print Name
HR Manager
Title

By Carol C. Washam
Signature
CAROL C WASHAM
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.

BUDT [Signature] 4/29/14
Director of Finance
City Contract Number: 8216-08, First Amendment

Form Approved:

James R. McCain
Office of General Counsel