

**AMENDMENT NUMBER SIX TO AGREEMENT  
BETWEEN  
THE CITY OF JACKSONVILLE  
AND  
EISMAN & RUSSO, INC.  
FOR  
ENGINEERING SERVICES ON MISCELLANEOUS PROJECTS - SOUTH SIDE**

THIS AMENDMENT NUMBER SIX TO AGREEMENT is made and entered into in duplicate this 29 day of January, <sup>2014</sup>~~2013~~, by and between the CITY OF JACKSONVILLE, a municipal corporation in Duval County, Florida (the "CITY") and EISMAN & RUSSO, INC., a Florida corporation with principal office located at 6455 Powers Avenue (the "CONSULTANT"), for Engineering Services on Miscellaneous Projects on the South Side (the "Project").

**RECITALS:**

**WHEREAS**, on August 17, 2006, the parties made and entered into City Contract # 7420-07 (the "Agreement") for the Project; and

**WHEREAS**, said Agreement has been amended five (5) times previously; and

**WHEREAS**, said Agreement should be further amended by extending the period of service from December 31, 2013, to December 31, 2014, and by allowing change orders to open purchase orders should they be required in conjunction with projects being performed, with no increase in the maximum indebtedness, such indebtedness remaining a not-to-exceed amount of \$1,800,000.00, 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 promises 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, "Period of Service", in said Agreement is amended, in part, by extending the period of service from December 31, 2013, to December 31, 2014, subject to earlier termination, with no further renewal option remaining, 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, 2014**, or earlier termination as provided in Section 5.1 hereof."

3. Section 3.06 in said Agreement is amended, in part, by allowing change orders to open purchase orders should they be required in conjunction with projects being performed 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 EIGHT HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,800,000.00) *provided however* funds for the Services performed by CONSULTANT under this Agreement or any amendment will be encumbered by purchase order and 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 total maximum indebtedness shall remain a not-to-exceed amount of \$1,800,000.00.

**SAVE AND EXCEPT** as expressly amended in this instrument, the provisions, terms and conditions of said Agreement of August 17, 2006, as 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:

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



CITY OF JACKSONVILLE

By Alvin Brown  
Alvin Brown, Mayor

ATTEST:

By Michael Green  
Signature  
MICHAEL GREEN  
Type/Print Name  
CEO/VP  
Title

EISMAN & RUSSO, INC.

By Antonio Maffei  
Signature  
Antonio MAFFEI  
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.

  
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Director of Finance  
Contract # 7420-07, Amendment #6  


Form Approved:

  
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Office of General Counsel