

3629-16
Amd #12

**AMENDMENT NUMBER TWELVE TO AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE
AND
ELLIS & ASSOCIATES, INC.
FOR
PROFESSIONAL SERVICES FOR CONTAMINATION ASSESSMENT AND REMEDIATION COUNTYWIDE**

THIS AMENDMENT NUMBER TWELVE to Agreement is made and entered into in duplicate this 24 day of June, 2014, by and between the CITY OF JACKSONVILLE (hereinafter the "CITY"), a municipal corporation in Duval County, Florida, and ELLIS & ASSOCIATES, INC. (hereinafter the "CONSULTANT"), a Florida profit corporation with offices located at 7064 Davis Creek Road, Jacksonville, Florida 32256, for professional services for contamination assessment and remediation countywide (hereinafter the "Project").

RECITALS:

WHEREAS, on May 10, 2006, the parties made and entered into City Contract No. 3629-16 (hereinafter the "Agreement") for the Project; and

WHEREAS, said Agreement has been amended eleven (11) times previously; and

WHEREAS, said Agreement should be amended further by extending the period of service through June 30, 2015, and by allowing change orders to open purchase orders if required, with no increase in the maximum indebtedness, such maximum indebtedness remaining a not-to-exceed amount of \$2,400,000.00, 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 and for other good and valuable consideration, 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 is amended in part by extending the Agreement term through June 30, 2015, subject to earlier termination, and by allowing change orders to open purchase orders if required, and as amended shall read as follows:

“This Agreement shall commence on the day and year first above written and shall continue and remain in full force and effect thereafter until JUNE 30, 2015, or earlier termination as provided in Section 5.01 hereof; notwithstanding said termination date, change orders shall be allowed to open purchase orders if required.”

3. The maximum indebtedness shall remain a not-to-exceed amount of \$2,400,00.00.

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

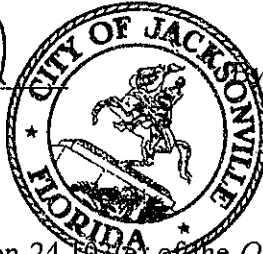
[Remainder of this page is intentionally left blank. Signature page follows immediately.]

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

ATTEST:

CITY OF JACKSONVILLE

By James R. McCain, Jr.
Corporation Secretary



By Alvin Brown
Alvin Brown, Mayor

In accordance with Section 24.10(1)(c) 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. 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 this Contract. All fund control checks will be performed at the time of such encumbrance by purchase order.”

C. Ronald Belton
Director of Finance
City Contract No. 3629-16, Amendment #12

Form Approved:

James R. McCain, Jr.
Office of General Counsel

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

ATTEST:

ELLIS & ASSOCIATES, INC.

By Becky Kiser
Signature

Becky Kiser
Type/Print Name

Executive Operations Administrator
Title

By Michael L. Lithman
Signature

Michael L. Lithman, P.E.
Type / Print Name

Executive Vice President
Title