

**FIRST AMENDMENT TO AGREEMENT  
BETWEEN  
THE CITY OF JACKSONVILLE  
AND  
WAITZ & MOYE, INC.  
FOR  
MISCELLANEOUS CIVIL ENGINEERING – WEST AREA**

**THIS FIRST AMENDMENT** to Agreement is made and entered into in duplicate this 3 day of February, 2015, by and between the CITY OF JACKSONVILLE, a municipal corporation in Duval County, Florida (hereinafter the “CITY”), and WAITZ & MOYE, INC., a Florida profit corporation with an office at 3738 Southside Boulevard, #101, Jacksonville, Florida 32216 (hereinafter the “CONSULTANT”), for miscellaneous civil engineering services in the West Maintenance Area (hereinafter the “Project”).

**RECITALS:**

**WHEREAS**, on January 18, 2013, the parties made and entered into City of Jacksonville Contract No. 7077-14 (hereinafter the “Agreement”) for the Project; and

**WHEREAS**, said Agreement has not been amended previously; and

**WHEREAS**, said Agreement should be amended by exercising the first of two 2-year renewal options so as to extend the period of service to January 31, 2017, with one 2-year renewal option remaining at terms mutually agreeable, with no increase in the maximum indebtedness, such maximum indebtedness to remain a not-to-exceed amount of \$750,000.00, and 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 and for other good and valuable consideration admitted by the parties to be sufficient, the parties agree as follows:

1. The above-stated recitals are accurate, true, and correct and by this reference are incorporated herein and made a part hereof.

2. Section 1.02 of said Agreement is amended by exercising the first of two 2-year renewal options so as to extend the period of service to January 31, 2017, with one 2-year renewal option remaining at terms mutually agreeable, 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 January 31, 2017, or earlier termination as provided in Section 5.1 hereof. This Agreement may be renewed upon satisfactory performance of CONSULTANT in the sole discretion of CITY for one (1) additional two (2) year period upon provisions, terms, and conditions mutually acceptable to the parties.”

3. The total maximum indebtedness shall remain a not-to-exceed amount of \$750,000.

**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.

**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.



Director of Finance  
City Contract # 7077-14 Amd #1

Contract Encumbrance Data Sheet follows immediately.



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, Mayor

Cleveland Ferguson III  
Deputy Chief Administrative Officer  
For: Mayor Alvin Brown  
Under Authority of:  
Executive Order No. 2015-01

**WITNESS:**

**WAITZ & MOYE, INC.**

By Beverly J. Holland  
Signature  
Beverly J. Holland  
Type/Print Name  
Administrative Asst.  
Title

By Cheryl J. Moye  
Signature  
Cheryl J. Moye  
Type/Print Name  
President  
Title

In compliance with the Charter of the City of Jacksonville, I do certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing Agreement and that provision has been made for the payment of the monies provided therein to be paid.

See Next Page  
Director of Finance

Form Approved:

James R. McCain, Jr.  
Office of General Counsel



PROCUREMENT DIVISION



December 5, 2014

The Honorable Alvin Brown, Mayor  
City of Jacksonville  
4th Floor, St. James Building  
Jacksonville, FL 32202

Dear Mayor Brown:

**Ref: P-06-12 Miscellaneous Civil Engineering - West Area (Amendment No. 1)**  
Department of Public Works

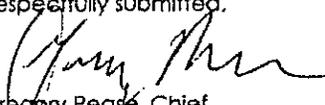
The Professional Services Evaluation Committee met Thursday, December 4, 2014, in Board Room 851, on the eighth floor of the Ed Ball Building, for the purpose of amending the above-referenced contract.

The following motion and/or recommendation was adopted:

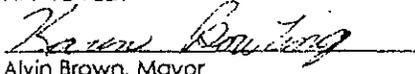
**That Contract No. 7077-14, originally executed January 18, 2013, between the City and Waitz & Moye, Inc., for Miscellaneous Civil Engineering, West Area – Annual Contract, is amended by exercising the first of two 2-year renewal options extending the period of service from January 31, 2015 to January 31, 2017, with one 2-year renewal option remaining at terms mutually agreeable. All other terms and conditions remain the same. Nothing contained herein shall be amended, modified, or otherwise revised, without prior approval from the PSEC.**

If the foregoing meets your approval, please affix your signature and return to my office.

Respectfully submitted,

  
Gregory Pease, Chief  
Procurement Division  
Chairman, Professional Services  
Evaluation Committee

APPROVED:

  
Alvin Brown, Mayor

This 10<sup>th</sup> day of December, 2014

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

GP: ab

cc: Council Auditor  
Sandra Stockwell, CGC  
Barbara Turner, GAD  
Subcommittee Member

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INTRA-GOVERNMENTAL SERVICES DEPARTMENT

214 N. Hogan Street, Suite 800 / Jacksonville, FL 32202 / Phone: 904.255.8800 / Fax: 904.255.8837 / www.coj.net