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**SECOND AMENDMENT TO AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE
AND
CONSTRUCTION AND ENGINEERING SERVICES CONSULTANTS, INC.
(A/K/A CES CONSULTANTS, INC.)
FOR
SERVICES FOR VARIOUS PROJECTS**

THIS SECOND AMENDMENT to Agreement is made and entered into in duplicate this 15 day of July, 2014 (hereinafter the "Effective Date"), by and between the CITY OF JACKSONVILLE (the "CITY"), a municipal corporation existing under the Constitution and the laws of the State of Florida, and CONSTRUCTION AND ENGINEERING SERVICES CONSULTANTS, INC. (a/k/a CES Consultants, Inc.) (the "CONSULTANT"), a Florida profit corporation with principal offices at 9432 Baymeadows Road, Jacksonville, Florida 32256, for construction, engineering, and inspection services for various projects (hereinafter referred to as the "Project").

RECITALS:

WHEREAS, on February 14, 2011, the parties made and entered into City of Jacksonville Contract No. 9577 (the "Agreement") for the Project; and

WHEREAS, said Agreement has been amended once previously; and

WHEREAS, said Agreement should be amended by adding, attaching, and incorporating the Section 3 Clause, attached hereto as **Exhibit C-1** and incorporated herein by this reference, by adding, attaching, and incorporating the Section 3 Monthly Report, attached hereto as **Exhibit C-2** and incorporated herein by this reference, by adding, attaching, and incorporating the Section 3 Resident Preference Claim Form, attached hereto as **Exhibit C-3** and incorporated herein by this reference, and by requiring that CONSULTANT, as a certified Section 3 Vendor, comply with Section 3 requirements on Community Development Block Grant ("CDBG") funded

purchase orders, with all other provisions, terms, and conditions of said Agreement remaining unchanged; now therefore

IN CONSIDERATION of said Agreement and of the mutual covenants and agreements hereinafter contained, 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 accurate, true, and correct and are incorporated herein by this reference.

2. Article 7 of said Agreement, entitled "Payments for Services of CONSULTANT," is amended in part by adding a new Section 7.03 requiring that CONSULTANT, as a certified Section 3 Vendor, comply with Section 3 requirements on CDBG funded purchase orders, and as amended shall read as follows:

"From time to time, CITY is able to use Community Development Block Grant ("CDBG") funding to pay for CONSULTANT's Services. Accordingly, CONSULTANT, as a certified Section 3 Vendor, shall comply with all federal HUD Section 3 requirements, including those contained in the Section 3 Clause, attached hereto as **Exhibit C-1** and incorporated herein by this reference, the Section 3 Monthly Report, attached hereto as **Exhibit C-2** and incorporated herein by this reference, and the Section 3 Resident Preference Claim Form, attached hereto as **Exhibit C-3** and incorporated herein by this reference."

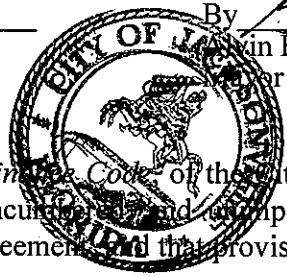
SAVE AND EXCEPT as expressly amended by and in this instrument, the provisions, terms, and conditions of said Agreement of February 14, 2011, shall remain unchanged and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement 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
Karen Bowling
Chief Administrative Officer
For: Mayor Alvin Brown
Under Authority of:
Executive Order No. 2013-04

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

C. Ronald Belton
Director of Administration and Finance
City Contract No. 9577, 2nd Amendment

Form Approved:

James R. McCain
Office of General Counsel

WITNESS:

CONSTRUCTION & ENGINEERING
SERVICES CONSULTANTS, INC.
(a/k/a CES Consultants, Inc.)

By Stephen V. Manis
Signature
STEPHEN V. MANIS
Type/Print Name
SR. PROJ. MANAGER
Title

By Steven J. Davis
Signature
STEVEN J. DAVIS
Type/Print Name
President/CEO
Title

SECTION 3
(Exhibits C-1, C-2 and C-3)

SECTION 3 CLAUSE

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low, and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice of knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian Housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

SECTION 3
(Exhibits C-1, C-2 and C-3)

NEIGHBORHOODS DEPARTMENT-HOUSING AND COMMUNITY DEVELOPMENT DIVISION
SECTION 3 CONTRACTOR'S MONTHLY REPORT

Section 3 Contractor's Monthly Reporting Is required and must be completed and submitted with all monthly pay requests and final payments.

| | | |
|--|-------------------------------|-------------------|
| Prime Contractor Name: <u>Contractor</u> | Request # | <u>1</u> |
| Project Number: _____ | Report Period: | <u>5/14/2014</u> |
| Total Prime Contract: \$ <u>963,200.00</u> | Date Submitted: | <u>5/14/2014</u> |
| Total All Subcontracts: \$ <u>147,875.00</u> | Total Section 3 Subcontracts: | <u>\$ 264,081</u> |

Section 3 Percentage (%) Goals Accomplished – Total Section 3 Contracts/Total Contract 27%

| SECTION 3 EMPLOYMENT AND HIRING MONITORING: Please identify all subcontractors for this project below for purposes of monitoring Section 3 Business Concerns and Businesses who have proposed employment or training of Section 3 residents. | | | | | | | | | |
|---|-----------------------|------------|---------------------------------|------------------------|------------------------------|-------------------|-----------------|---------------------------|--------------------|
| Subcontractor/Contractor Company Name | Section 3 / Yes or No | Trade | Subcontractor/Contractor Amount | Amount Previously Paid | Amount Requested This Period | Balance Remaining | Total New Hires | Total Section 3 New Hires | Total New Trainees |
| General Contractor Name | Yes | GC | \$ 963,200 | \$ 50,000 | \$ 132,738 | \$ 780,462 | 4 | 3 | 4 |
| Subcontractor Name | Yes | Trade Name | \$ 147,875 | \$ 10,000 | \$ - | \$ 137,875 | 0 | 0 | 0 |
| | | | | | | | 4 | 0 | 0 |
| | | | | | | | 0 | 0 | 0 |
| | | | | | | | 0 | 0 | 0 |
| | | | | | | | 0 | 0 | 0 |
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| Subcontractor Totals | | | \$ 147,875 | \$ 10,000 | \$ - | \$ 137,875 | 8 | 3 | 4 |

*Please attach an additional sheet if required.

SECTION 3
(Exhibits C-1, C-2 and C-3)

SECTION 3 RESIDENT PREFERENCE CLAIM FORM

Eligibility for Preference

A Section 3 Resident seeking the preference in training and employment provided by this part shall certify, or submit evidence to the recipient, contractor, or subcontractor, if requested, that the person is a Section 3 Resident, as defined in Section 135.5.

I, _____, am a legal resident of Duval County
(NAME)

and qualify as a Section 3 Resident because I am a public housing resident or I meet the income guidelines as published at the bottom of this form. I have attached the following documentation as evidence of my status. (Check One):

- Drivers License or State ID
- Proof of public housing residency with current address
- Copy of Evidence of participation
- Other Evidence in a public assistance program

Name Telephone _____
Address _____
Company Name _____
Project Name _____
Applicant Signature _____ Date _____

Counts by Household or Persons? (H/P)___

FY 2014
FAMILY INCOME GUIDELINES
\$63,200 Median Family Income

| Family Size | Extremely Low Income (30% of Median) | Very Low Income (50% of Median) | Low Income (80% of Median) |
|-------------|---|------------------------------------|-------------------------------|
| 1 | \$13,300 | \$22,150 | \$35,400 |
| 2 | \$15,200 | \$25,300 | \$40,450 |
| 3 | \$17,100 | \$28,450 | \$45,500 |
| 4 | \$18,950 | \$31,600 | \$50,550 |
| 5 | \$20,500 | \$34,150 | \$54,600 |
| 6 | \$22,000 | \$36,700 | \$58,650 |
| 7 | \$23,500 | \$39,200 | \$62,700 |
| 8 | \$25,050 | \$41,750 | \$66,750 |