

9759
Amd 2

**SECOND AMENDMENT TO AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE
AND
CSI GEO, INC.
FOR
ENGINEERING TESTING SERVICES - PART A:
ASPHALT TESTING/INSPECTION AND ROUTINE TESTING**

THIS SECOND AMENDMENT to Agreement is made and entered into in duplicate this 14 day of March, 2014, by and between the **CITY OF JACKSONVILLE** (hereinafter the "CITY"), a municipal corporation in Duval County, Florida, and **CSI GEO, INC.** (hereinafter the "CONSULTANT"), a Florida for profit corporation with principal address at 2394 St. Johns Bluff Road South, Jacksonville, Florida 32246, for Engineering Testing Services - Part A: Asphalt Testing/Inspection and Routine Testing Services (hereinafter the "Project").

RECITALS:

WHEREAS, on September 27, 2012, CITY and CONSULTANT made and entered into City of Jacksonville Contract No. 9759 (hereinafter the "Agreement"); and

WHEREAS, said Agreement has been amended once previously; and

WHEREAS, said Agreement should be amended further by exercising the second and final one-year renewal option so as to extend the period of service through October 31, 2015, with no renewal options remaining and subject to earlier termination, and by increasing the maximum indebtedness by \$250,000.00 to a new not-to-exceed total maximum indebtedness of \$500,000.00, 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 2.02 of said Agreement is amended in part by exercising the second and final one-year renewal option so as to extend the period of service through October 31, 2015, with no renewal options remaining and subject to earlier termination, and as amended shall read as follows

“2.02. PERIOD OF SERVICE

This Agreement shall commence on said Effective Date and shall continue and remain in full force and effect thereafter until October 31, 2015, or earlier termination as provided in Section 6.1 hereof.”

3. Section 4.06 of said Agreement is amended by increasing the maximum indebtedness by \$250,000.00 to a new not-to-exceed total maximum indebtedness of \$500,000.00, and as amended shall read as follows:

“4.06. The maximum indebtedness of CITY for all Services to be performed pursuant to this Agreement shall not exceed the sum of **FIVE HUNDRED THOUSAND AND 00/100 USD (\$500,000.00)**; *provided however*, this Agreement shall require no encumbrance of funds at this time. Such encumbrance of funds shall be made by the aforementioned individual purchase orders with a not-to-exceed cost applicable thereto. All funding availability and other fiscal checking will be made at the time of issuing said individual purchase orders.”

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

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

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


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

day and year first above written.

ATTEST:

CITY OF JACKSONVILLE

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



By Alvin Brown
Alvin Brown, Mayor

ATTEST:

CSI GEO, INC.

By Bensa Nykunya
Signature
BENSA NYKUNYA
Type/Print Name
SR. ENGINEER
Title

By William K. Price
Signature
William K. Price
Type / Print Name
PROSECUTOR
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 Contract.

See Next Page
Director of Finance
City Contract #9759, Second Amendment
FRB

Approved as to form:

James R. McCain
Office of General Counsel

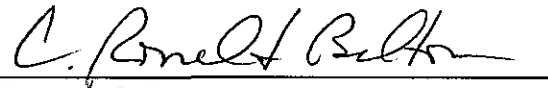
Encumbrance and funding information for internal City use:

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 # 9759, Amd # 2



Contract Encumbrance Data Sheet follows immediately.



CERTIFICATE OF LIABILITY INSURANCE

CSIGE-1

OP ID: K7

DATE (MM/DD/YYYY)

12/12/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER GHG Insurance A Division of Sihle Ins Group 751 Oak St. Suite 100 Jacksonville, FL 32204 Roger Gibson	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:		FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		
INSURED CSI Geo, Inc. 2394 St Johns Bluff Rd Ste 200 Jacksonville, FL 32246	INSURER A : First Mercury Ins. Co		NAIC #
	INSURER B : Philadelphia Indemnity Ins Co.		18058
	INSURER C : Scottsdale Insurance Company		41297
	INSURER D : Insurance Co. of the West		27847
	INSURER E : Lloyds of London		38253
INSURER F :			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

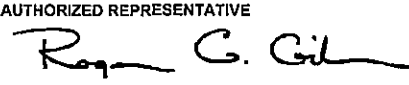
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X	X	MACGL00000872603	04/01/2014	04/01/2015	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ Excluded
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG	\$ 2,000,000
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC								\$
B	AUTOMOBILE LIABILITY			PHPK1154311	04/01/2014	04/01/2015	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> PIP 10,000						PROPERTY DAMAGE (PER ACCIDENT)	\$
C	UMBRELLA LIAB	<input checked="" type="checkbox"/>	OCCUR	XLS0092442	04/01/2014	04/01/2015	EACH OCCURRENCE	\$ 4,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB		CLAIMS-MADE				AGGREGATE	\$ 4,000,000
	DED		RETENTION \$					\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WFL502510301	12/20/2014	12/20/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
E	Professional & Pollution Liab			PGIARK0089103 CLAIMS MADE	04/01/2014	04/01/2015	Aggregate	1,000,000
							Per Claim	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

See attached notes.

Excess Liability provides coverage over all policies except Professional/Pollution Liability.

CERTIFICATE HOLDER**CANCELLATION**

CITYJAC City of Jacksonville 117 West Duval Street Jacksonville, FL 32202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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NOTEPAD:

HOLDER CODE CITYJAC
INSURED'S NAME CSI Geo, Inc.

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Date 12/12/2014

The City of Jacksonville is Additional Insured with respect to the General Liability when required by contract. Waiver of Subrogation applies in favor of the City of Jacksonville with respect to the General Liability.

Subject to policy provisions, 30 Day Notice of Cancellation applies except 10 Day Notice for Non-Payment of Premium.