

8824-02  
Amd 3

**THIRD AMENDMENT  
TO  
UNIT PRICE CONTRACT  
BETWEEN  
THE CITY OF JACKSONVILLE  
AND  
NEWSOM FENCE COMPANY, INC.  
FOR  
FENCE AND RAIL MAINTENANCE AND CONSTRUCTION**

**THIS THIRD AMENDMENT** to Contract is executed as of this 21 day of Aug., 2014, by and between the CITY OF JACKSONVILLE, FLORIDA, a municipal corporation in Duval County, Florida (hereinafter the "City"), and NEWSOM FENCE COMPANY, INC., a Florida profit corporation with principal office at 3953 Kelly Street, Jacksonville, Florida 32207 (hereinafter the "Contractor"), for fence and rail maintenance and construction at various locations entirely within the city limits of the City of Jacksonville, Florida (hereinafter the "Project").

**RECITALS**

**WHEREAS**, on February 15, 2012, City and Contractor made and entered into City of Jacksonville Contract # 8824-02 (hereinafter the "Contract") for the Project; and

**WHEREAS**, said Contract has been amended two (2) times previously; and

**WHEREAS**, the Contract should be amended by exercising the third of four (4) renewal options so as to extend the period of service from October 1, 2014, through September 30, 2015, subject to earlier termination, with no increase in the maximum indebtedness, such maximum indebtedness remaining a not-to exceed amount of \$1,087,217.30, and with all other provisions, terms, and conditions of said Contract remaining unchanged; now therefore

**IN CONSIDERATION** of said Contract and of other good and valuable consideration admitted by the parties to be legally sufficient, the parties agree to amend said Contract as follows:

1. The recitals set forth herein are accurate, correct, and true and incorporated herein by this reference.

2. Section 7 of said Contract is amended to extend the period of service from October 1, 2014, through September 30, 2015, and as amended shall read as follows:

“7. The term of this Contract shall commence as of January 17, 2012, and shall continue in full force and effect with respect to all its provisions, terms, and conditions until September 30, 2015; provided however, in the sole and exclusive discretion of the City, this Contract may be renewed for one (1) additional one (1)-year renewal period upon terms and conditions mutually acceptable to the parties.”

3. The total maximum indebtedness shall remain a not-to-exceed amount of \$1,087,217.30.

**SAVE AND EXCEPT** as expressly amended in this instrument, the terms and conditions of the Contract of February 15, 2012, shall remain unchanged and in full force and effect.

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

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

ATTEST:

CITY OF JACKSONVILLE, FLORIDA

By J. Timothy Horkan  
Corporation Secretary



By Alvin Brown  
Alvin Brown, Mayor

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

ATTEST:

NEWSOM FENCE CO., INC.

Stenler Jones  
Signature  
STENLER JONES  
Type/Print Name  
OPERATIONS OFFICER  
Title

Charles F. Jones  
Signature  
CHARLES F. JONES  
Type/Print Name  
PRESIDENT  
Title

CONTRACTOR



**Encumbrance and funding information for internal City use:**

**Account.....**

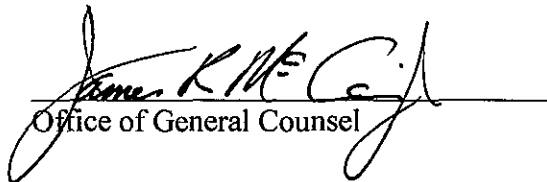
**Amount.....\$1,087,217.30**

**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 Order[s] that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such Purchase Order[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 the foregoing Contract. Actual encumbrance[s] shall be made by subsequent purchase order[s], as specified in said Contract.

  
\_\_\_\_\_  
Director of Finance  
City Contract No: 8824-02, Amd #3  


Approved as to form:

  
\_\_\_\_\_  
Office of General Counsel

SUBJECT: FENCE & RAIL MAINTENANCE AND CONSTRUCTION

BID# CS-0386-12

OPEN DATE: 12/14/2011

**GENERAL GOVERNMENT AWARDS COMMITTEE**

KIND AND BASIS OF CONTRACT:  
CONSTRUCTION SUPPLY

AGENCY: ROW & GROUNDS

BASIS OF AWARD: TOTAL LUMP SUM BASE BID TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER

NUMBER OF BIDS INVITED 8 NUMBER RECEIVED 1 OTHER 0

**SUMMARY OF BIDS AND RECOMMENDED ACTIONS:**

Subject bid was awarded 01/17/12 to Newsome Fence Co., in the amount of \$543,608.65; 1st Renewal Option utilized on 08/19/12 in the amount \$543,608.65; 2nd Renewal Option utilized on 08/13/13 no change in funding; amended for correction on 09/09/13 for correction to award.

Accordingly, recommend approval to utilize the Third of Four renewal options to Newsom Fence Co., for the service period from 10/1/2014 through 09/30/2015, with no increase to the annual expenditure and no changes to the current Terms & Conditions. Total award not-to-exceed \$1,087,217.30.

Funding for this award to be encumbered by account: PWGM461SW-03410; PWGM011-03410 to be executed by Purchase Order(s).

This award is subject to appropriation by the City in the fiscal year beginning October 1, 2014. No funds have been appropriated to date. The City has no obligation for payment and work hereunder is not authorized unless funds are appropriated for the work herein. A written notification will be provided in the event that funds are appropriated.

Attachments: Recommendation Memo, Vendor Letter, Contract Term, Previous Award(s)

BUYER: Marilyn Laidler  
MRL  
MARILYN LAIDLER

RESPECTFULLY SUBMITTED: Gregory Pease  
GREGORY PEASE, CHIEF  
PROCUREMENT DIVISION

CONCURRENCE BY: Steve Long, Acting Chief, Right of Way and Stormwater Maintenance Division

**(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)**

**ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE**

MEMBERS APPROVING 3 MEMBERS DISAPPROVING \_\_\_\_\_ DATE: 7/13/14

[Handwritten signatures]

OTHER: \_\_\_\_\_

ACTION OF AWARDDING AUTHORITY

DATE: 7/2/14

APPROVED ✓

DISAPPROVED \_\_\_\_\_

OTHER \_\_\_\_\_

SIGNATURE OF AUTHENTICATION

Karen Bowling

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