

9956
Amd 1

**FIRST AMENDMENT TO CONTRACT
(PAID BY SUBSEQUENT PURCHASE ORDERS)
BETWEEN
THE CITY OF JACKSONVILLE
AND
PRECISION SIDEWALK SAFETY CORPORATION
FOR
SIDEWALK TRIP HAZARD REMOVAL**

THIS FIRST AMENDMENT to Contract is executed as of this 9 day of Sept, 2014, by and between the CITY OF JACKSONVILLE, FLORIDA, a municipal corporation in Duval County, Florida, (hereinafter the "Owner" or the "City"), and PRECISION SIDEWALK SAFETY CORPORATION (hereinafter the "Contractor"), with principal address at 970 SW 104th Street Road, Ocala, Florida 34476, for sidewalk trip hazard removal (the "Project").

RECITALS:

WHEREAS, on March 6, 2014, the parties made and entered into City of Jacksonville Contract No. 9956 (hereinafter the "Contract) for the Project; and

WHEREAS, said Contract has not been amended previously; and

WHEREAS, said Contract should be amended by exercising the first of four one (1)-year renewal options so as to extend the Contract term from October 1, 2014, through September 30, 2015, by reducing the number of one (1)-year renewal options to three (3), and by increasing the Contract price by an amount not-to-exceed \$292,780.00 for the period October 1, 2014, through September 30, 2015, so as to increase the maximum indebtedness by \$292,780.00 to a new total maximum indebtedness not-to-exceed \$585,560.00, with all other provisions, terms, and conditions of said Contract remaining unchanged; now therefore

IN CONSIDERATION of the Contract and of the mutual covenants contained herein, the parties agree to amend the Contract as follows:

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

2. Section 2 in said Contract is amended in part by increasing the Contract price by an amount not-to-exceed \$292,780.00 for the period October 1, 2014, through September 30, 2015, so as to increase the maximum indebtedness by \$292,780.00 to a new total maximum indebtedness not-to-exceed \$585,560.00 and as amended shall read as follows:

“2. The Contractor will, at its own cost and expense, do the work required to be done on said Project and, if asked by the City, furnish the materials required to be furnished on said Project in accordance with plans and specifications prepared by the Right of Way and Grounds Maintenance Division of the Department of Public Works entitled *Specifications for Sidewalk Trip Hazard Removal*, City of Jacksonville Bid Number CS-0033-14, Bid Date December 18, 2013, and strictly in accordance with the advertisement calling for bids, plans, specifications, blueprints, addenda, requirements of the City of Jacksonville, proposal of the said Contractor, and award therefor (hereinafter collectively the “Contract Documents”), now on file in the Office of the Chief of the Procurement Division of the City of Jacksonville, all of which are hereby specifically made a part hereof and incorporated herein by this reference to the same extent as if fully set out herein, for a total amount not-to-exceed FIVE HUNDRED EIGHTY-FIVE THOUSAND FIVE HUNDRED SIXTY AND 00/100 DOLLARS (\$585,560.00) for the Project, at and for the prices and on the terms contained in the Contract Documents; *provided however*, the above stated amount

will not be encumbered by this Contract. Instead, it will be encumbered in whole or in part by subsequently issued purchase orders. Such purchase orders shall be binding upon the parties hereto and must incorporate the provisions of this Contract. All funds control checking shall be made and performed at the time such purchase orders are issued.”

3. Section 4 in said Contract is amended by exercising the first of four one (1)-year renewal options so as to extend the Contract term from October 1, 2014, through September 30, 2015, and as amended shall read as follows:

“4. The period of service of this Contract will commence on the date of the Award (February 10, 2014) and continue in full force and effect until September 30, 2015, unless earlier terminated as provided in the Contract Documents.”

4. Section 5 in said Contract is amended by reducing the number of one (1)-year renewal options to three (3) and as amended shall read as follows:

“5. This Contract may be renewed for up to three (3) periods of one (1) year each in the sole discretion of the Owner. Such renewal will be on terms and conditions that are mutually acceptable to both parties.”

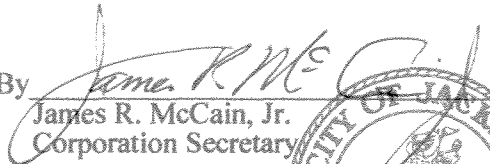
SAVE AND EXCEPT as expressly amended in and by this instrument, the provisions, terms, and conditions of said City of Jacksonville Contract No. 9956 shall remain unchanged and shall continue in full force and effect.

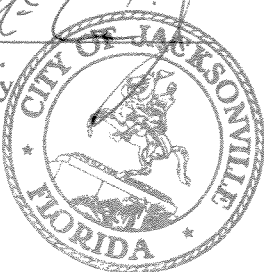
[Remainder of page intentionally left blank. Signature page follows immediately.]

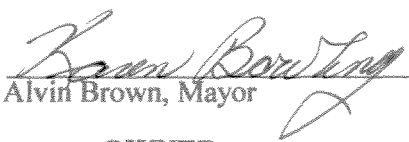
IN WITNESS WHEREOF, the parties hereto have duly executed this First Amendment in duplicate the day and year first above written.

ATTEST:

CITY OF JACKSONVILLE, FLORIDA

By 
James R. McCain, Jr.
Corporation Secretary





By 
Alvin Brown, Mayor

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

WITNESS:

PRECISION SIDEWALK SAFETY CORPORATION


Signature
Alan W. MacMurray
Type/Print Name
President
Title


Signature
Wendy F. MacMurray
Type/Print Name
CEO
Title

CONTRACTOR

Encumbrance, funding information, and approval as to form for internal City use are contained on the following page.

Encumbrance and funding information for internal City use:

Account: PWSD116SPPR-06505-PW0360-01
Amount: \$292,780.00

Account: PWCP329RD549-069505-PW0360-01
Amount: \$292,780.00

Total Maximum Indebtedness: \$585,560.00

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 Orders that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such Purchase Orders are issued.

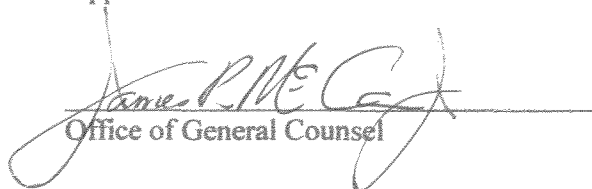
In accordance with Section 24.103(e), of the *Ordinance Code* of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; *provided however*, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrances shall be made by subsequent purchase orders, as specified in said Contract.



Director of Finance
City Contract #9956, Amd #1

BT

Approved as to form:



Office of General Counsel