

8258-16  
Amd 1

**FIRST AMENDMENT TO CONTRACT  
(PAID BY SUBSEQUENT PURCHASE ORDERS)**

**BETWEEN**

**THE CITY OF JACKSONVILLE**

**AND**

**JAX UTILITIES MANAGEMENT, INC.**

**FOR**

**STORMWATER OUTFALL DITCH CLEANING AND REHABILITATION**

**THIS FIRST AMENDMENT** to Contract for stormwater outfall ditch cleaning and rehabilitation is executed as of this 26 day of Oct, 2015, by and between the CITY OF JACKSONVILLE, FLORIDA (hereinafter the "Owner" or the "City"), a municipal corporation in Duval County, Florida, and JAX UTILITIES MANAGEMENT, INC. (hereinafter the "Contractor"), a Florida profit corporation with principal office at 5465 Verna Boulevard, Jacksonville, Florida 32205.

**RECITALS:**

**WHEREAS**, on July 1, 2014, City and Contractor made and entered into City of Jacksonville Contract No. 8258-16 (hereinafter the "Contract"); and

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

**WHEREAS**, said Contract should be amended by providing additional funding in the amount of \$1,000,000.00 for the period October 1, 2015, through September 30, 2017, so as to increase the maximum indebtedness to a total cumulative amount not-to-exceed \$2,500,000.00 for the period July 1, 2014, through September 30, 2017, and by exercising the first of two (2) renewal options so as to extend the term of said Contract by two (2) years to September 30, 2017, with one (1) two (2) year renewal option remaining, 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 acknowledged by the parties to be legally sufficient, the parties agree to amend said Contract as follows:

1. Section 2 of said Contract is amended in part by providing additional funding in the amount of \$1,000,000.00 for the period October 1, 2015, through September 30, 2017, so as to increase the maximum indebtedness to a total cumulative amount not-to-exceed \$2,500,000.00 for the period July 1, 2014, through September 30, 2017, and as amended shall read as follows:

“2. The Contractor will at its own cost and expense do the work required to be done and furnish the materials required to be furnished on said work in accordance with plans and specifications prepared by the Right of Way and Stormwater Maintenance Division of the City of Jacksonville’s Department of Public Works, RFQ numbered RFQ-0053-14, RFQ dated March 26, 2014, designated as *Request for Qualifications for Stormwater Outfall Ditch Cleaning and Rehabilitation*, 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, by this reference, hereby specifically made a part hereof to the same extent as if fully set out herein, in a total amount not-to-exceed TWO MILLION FIVE HUNDRED THOUSAND AND 00/100 USD (\$2,500,000.00), at and for the prices and on the terms contained in the Contract Documents.”

2. Section 3 of said Contract is amended by exercising the first of two (2) renewal options so as to extend the term of said Contract by two (2) years to September 30, 2017, with one (1) two (2) year renewal option remaining, and as amended shall read as follows:

“3. This Agreement shall commence on the day and year first above written and shall continue and remain in full force and effect thereafter until September 30, 2017,


or earlier termination. This Agreement may be renewed for one (1) additional two (2) year period upon provisions, terms, and conditions mutually agreeable to the parties.”

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

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

**ATTEST:**

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



**CITY OF JACKSONVILLE, FLORIDA**

By *Lenny Curry*  
Lenny Curry Mayor

Sam E. Mousa  
Chief Administrative Officer  
For: Mayor Lenny Curry  
Under Authority of:  
Executive Order No. 2015-05

**WITNESS:**

*WBR*  
Signature  
William Brannen  
Type/Print Name  
Secretary  
Title

**JAX UTILITIES MANAGEMENT, INC.**

*[Signature]*  
Signature  
Charles D. Freshwater  
Type/Print Name  
Vice President  
Title

Form Approve

*James R. McCain, Jr.*  
Office of General Counsel

Encumbrance and funding information for internal City use:

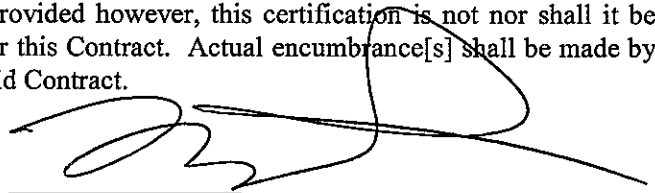
Account..... PWGM461SW-03410

Amount.....\$1,000,000.00

TOTAL.....\$2,500,000.00

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(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 #8258-16, Amd #1



Contract Encumbrance Data Sheet follows immediately.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/18/2014

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).

<b>PRODUCER</b> PrimeGroup Insurance Services, Inc. 5402 W. Laurel St. Suite 220 Tampa FL 33607-1726	<b>CONTACT NAME:</b> Patty King #E131203 <b>PHONE (A/C No. Ext.):</b> (813) 288-8270 <b>FAX (A/C No.):</b> (813) 885-4311 <b>E-MAIL ADDRESS:</b> pking@primegroupins.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: National Trust Insurance</td> <td></td> <td>20141</td> </tr> <tr> <td>INSURER B: FCCI Insurance Company</td> <td></td> <td>10178</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: National Trust Insurance		20141	INSURER B: FCCI Insurance Company		10178	INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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<b>INSURED</b> JAX UTILITIES MANAGEMENT, INC. 5465 Verna Boulevard Jacksonville FL 32205																					

**COVERAGES**      **CERTIFICATE NUMBER:** CL14121813539      **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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		GL0011348-5	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		CA0017635-5	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 10,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		UMB0011883-5	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A		001-WC15A-65856	1/1/2015	1/1/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	<b>Inland Marine</b> <b>Leased/Rented Equipment</b>		CM0007961-2	1/1/2015	1/1/2016	Installation Floater 250,000 Leased/Rented Equipment 500,000

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

**CERTIFICATE HOLDER**

City of Jacksonville  
 214 N. Hogan Street  
 Jacksonville, FL 32203

**CANCELLATION**

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  
 E Ellsasser #A077187/ *E. Ellsasser*