

9746 -  
Amd 3

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

**BETWEEN**

**THE CITY OF JACKSONVILLE**

**AND**

**ALTAIR ENVIRONMENTAL GROUP, LLC**

**FOR**

**STORM SEWER CLEANING AND CCTV INSPECTION**

**THIS THIRD AMENDMENT** to Contract is executed this 15<sup>th</sup> day of Sept,

2015, by and between the CITY OF JACKSONVILLE, FLORIDA, a municipal corporation in Duval County, Florida, (hereinafter the "Owner" or the "City"), and ALTAIR ENVIRONMENTAL GROUP, LLC, a Florida limited liability company with principal address at 710 South Milwee Street, Longwood, Florida 32750 (hereinafter the "Contractor").

**RECITALS:**

**WHEREAS**, on August 4, 2012, City and Contractor made and entered into City of Jacksonville Contract No. 9746 (hereinafter the "Contract"); and

**WHEREAS**, said Contract has been amended twice previously; and

**WHEREAS**, said Contract should be amended by exercising the third of four (4) one-year renewal options so as to extend the period of service from October 1, 2015, through September 30, 2016, subject to earlier termination, and by increasing the maximum indebtedness by \$267,349.00 for the service period October 1, 2015, through September 30, 2016, to a new total maximum indebtedness not-to-exceed \$1,069,396.00, with all other provisions, terms, and conditions of said Contract remaining unchanged; now therefore

**IN CONSIDERATION** of the Contract and of the mutual covenants hereinafter contained and for other good and valuable consideration admitted by the parties to be legally sufficient, the parties agree to amend said Contract 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 of said Contract is amended by increasing the maximum indebtedness by \$267,349.00 for the service period October 1, 2015, through September 30, 2016, to a new total maximum indebtedness not-to-exceed \$1,069,396.00, 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 Right of Way and Grounds Maintenance entitled Specifications for Storm Sewer Cleaning and CCTV Inspection, City of Jacksonville Bid Number CS-0503-12, Bid Date April 11, 2012, 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 Division 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 ONE MILLION SIXTY-NINE THOUSAND THREE HUNDRED NINETY-SIX AND 00/100 DOLLARS (\$1,069,396.00) 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 order[s]. Such purchase order[s] 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 order[s] are issued.”

3. Section 5 of said Contract is amended by exercising the third of four (4) one-year renewal options so as to extend the period of service from October 1, 2015, through September 30, 2016, subject to earlier termination, and as amended shall read as follows:

“5. The period of service of this Contract will commence on the date of the amended Award (June 21, 2012) and continue in full force and effect until September 30, 2016, unless earlier terminated as provided in the Contract Documents.”

4. Section 6 of said Contract is amended by exercising the third of four (4) one-year renewal options so as to extend the period of service from October 1, 2015, through September 30, 2016, subject to earlier termination, and as amended shall read as follows:

“6. This Contract may be renewed for one (1) additional period of one (1) year 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 Contract, as previously amended, shall remain unchanged and shall continue in full force and effect.

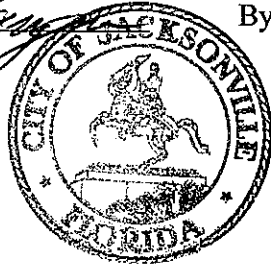
**[Remainder of page intentionally left blank. Signature page follows immediately.]**

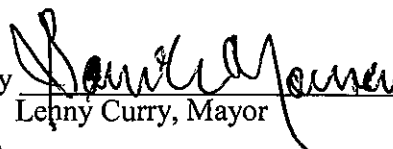
IN WITNESS WHEREOF, the parties hereto have duly executed this Third Amendment, in duplicate, the day and year first above written.

ATTEST:

CITY OF JACKSONVILLE, FLORIDA

By   
John C. Sawyer, Jr.  
Corporation Secretary



By   
Lenny Curry, Mayor

OWNER

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

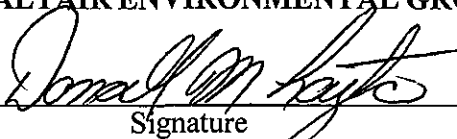
ATTEST:

ALTAIR ENVIRONMENTAL GROUP, LLC

  
Signature

Ryan Clayton  
Type/Print Name

Technical Admin  
Title

  
Signature

Donald M. Ventor  
Type/Print Name

Project Development  
Title

CONTRACTOR

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

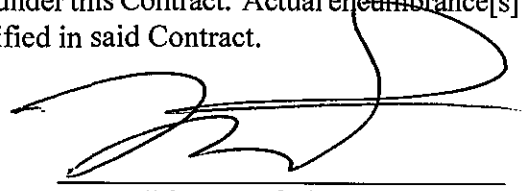
**Encumbrance and funding information for internal City use:**

**Account.....PWCP462SD-06505-PW0072-01**

**Amount.....\$1,069,396.00**

**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 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.**

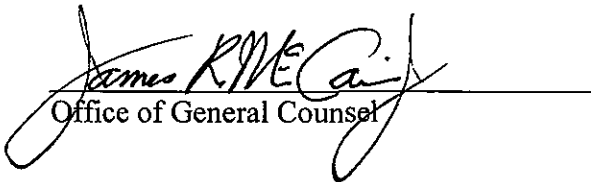
In accordance with Section 24.103(e), of the *Ordinance Code* of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; *provided however*, this certification is not nor shall it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



Acting Director of Finance  
City Contract #9746, Amd #3



Approved as to form:



Office of General Counsel

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

05/27/14

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> Corkhill Insurance Agency, LLC 20 South Bumby Avenue Orlando, FL 32803 Anne M. Stevenson #E034121	Phone: 407-898-8891 Fax: 407-898-8813	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS:		FAX (A/C, No):
			<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: <b>Endurance American Specialty</b> INSURER B: <b>Essex Insurance Company</b> INSURER C: <b>American Interstate Ins Co</b> <b>24759</b> INSURER D: INSURER E: INSURER F:	
<b>INSURED</b> Altair Environmental Group, LLC Kevin Dalgarno 710 South Milwee Street Longwood, FL 32750				

**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 SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			CBC10001961200	05/31/14	05/31/15	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:								
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		XOVA811414	05/31/14	05/31/15	EACH OCCURRENCE	\$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$ 2,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			AVWCFL2207872013	05/31/14	05/31/15	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT	\$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

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

**CERTIFICATE HOLDER****CANCELLATION**

CITYJA2  City of Jacksonville 117 W. Duval St 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 <i>Anne M. Stevenson</i>
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SUBJECT: STORM SEWER CLEANING & CCTV INSPECTIONS

BID# CS-0503-12

OPEN DATE: 2012-04-11

**GENERAL GOVERNMENT AWARDS COMMITTEE**

KIND AND BASIS OF CONTRACT:

CONSTRUCTION SUPPLY- DATE OF AWARD THRU SEPTEMBER 30, 2012, WITH FOUR (4) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: ROW & GROUNDS

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

NUMBER OF BIDS INVITED 5 NUMBER RECEIVED 3 OTHER 0

**SUMMARY OF BIDS AND RECOMMENDED ACTIONS:**

Subject was awarded on 05/02/12 to Altair Environmental Group, LLC.(Contract 9746), in the amount of \$267,349.00; First Renewal Option utilized on 08/13/13 in the amount of \$267,349.00; Second Renewal Option utilized on 07/07/14 in the amount of \$267,349.00.

Recommend approval to utilize the 3rd Renewal option to Altair Environmental Group, LLC., in the annual expenditure amount of \$267,349.00, with one (1) renewal option remaining. Period of Service will be from 10/1/15 through 09/30/16, with no changes to current Terms & Conditions. Total award not-to-exceed \$1,069,396.00.

Funding for this award to be encumbered by account: PWCP462SD-06505-PW0072-01 to be executed by contract amendment through Office of General Counsel and then processed by individual Purchase Order(s).

This award is subject to appropriation by the City in the fiscal year beginning October 1, 2015. 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 the funds are appropriated.

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

BUYER: Marilyn Laidler  
MARILYN LAIDLER

RESPECTFULLY SUBMITTED: Gregory Pease  
GREGORY PEASE, CHIEF  
PROCUREMENT DIVISION

CONCURRENCE BY: Steve D. Long, Jr., P.E., 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: 07/23/15

\_\_\_\_\_  
\_\_\_\_\_  
James R. McCain  
\_\_\_\_\_  
OTHER: \_\_\_\_\_

ACTION OF AWARDDING AUTHORITY

DATE: 7/23/15

MR APPROVED ✓ DISAPPROVED \_\_\_\_\_

OTHER \_\_\_\_\_

SIGNATURE OF AUTHENTICATION Sam E. Mousa

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