

8258-11
Amd 2

**SECOND AMENDMENT
TO
UNIT PRICE CONTRACT
BETWEEN
THE CITY OF JACKSONVILLE
AND
JAX UTILITIES MANAGEMENT, INC.
FOR
CONTINUOUS STORM SEWER CAVE-IN REPAIR**

THIS SECOND AMENDMENT to Agreement is made and entered into in duplicate this 8 day of Aug, 2014 (hereinafter the "Effective Date"), by and between the CITY OF JACKSONVILLE, FLORIDA (hereinafter sometimes 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 office at 8812 Alton Avenue, Jacksonville, Florida 32211-0304.

RECITALS:

WHEREAS, on October 26, 2010, City and Contractor made and entered into City of Jacksonville Contract No. 8258-11 (hereinafter the "Agreement"); and

WHEREAS, said Agreement has been amended once previously; and

WHEREAS, said Agreement should be amended by exercising the second and final renewal option so as to extend the service period from October 1, 2014 to September 30, 2016, with no renewal options remaining, and by increasing City's maximum indebtedness by \$3,431,286.16 to a new maximum not-to-exceed \$10,293,858.48, with all other provisions, terms, and conditions of said Agreement remaining unchanged; now therefore

IN CONSIDERATION of the Agreement and of the mutual covenants and promises 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 3 of said Agreement is amended in part by increasing the City's maximum indebtedness by \$3,431,286.16 to a new maximum not-to-exceed \$10,293,858.48, and as amended shall read as follows:

“3. This Contract is a unit price contract based upon unit prices submitted by the Contractor in the Contract Documents. The City does not guarantee any work or any quantities to Contractor under this Contract; accordingly, the parties agree that the City’s financial obligation under this Contract is ZERO AND 00/100 DOLLARS. (\$0.00). Financial obligations of the City, if any, and encumbrances of lawfully appropriated funds shall be created only by subsequent purchase orders in variable amounts subject to a limit up to but not-to-exceed TEN MILLION TWO HUNDRED NINETY-THREE THOUSAND EIGHT HUNDRED FIFTY-EIGHT AND 48/100 USD (\$10,293,858.48). All fiscal and financial checks will be performed for each such purchase order. Such purchase order[s] must reference, and incorporate by reference, the terms and conditions of the Contract. Such purchase order[s] shall be binding upon the parties hereto. Such purchase order[s] shall contain the certification of the Director of Finance as required by Section 24.103(e), *Ordinance Code*. Such purchase order[s] shall be considered as “Notice[s] to Proceed” with work or delivery or provision of quantities under this Contract. The Contractor shall not commence work or deliver or provide any quantities under this Contract unless and until it receives a written Notice to Proceed in the form of a purchase order to do so.”

3. Section 6 of said Agreement is amended in part by exercising the second and final renewal option so as to extend the service period from October 1, 2014, to September 30, 2016, with no renewal options remaining, and as amended shall read as follows:

“6. The term of this Contract shall commence October 26, 2010, and shall continue in full force and effect with respect to all its provisions, terms, and conditions until September 30, 2016.”

SAVE AND EXCEPT as expressly amended in this instrument, the provisions, terms, and conditions of said Agreement of October 26, 2010, shall remain unchanged and shall continue in full force and effect.

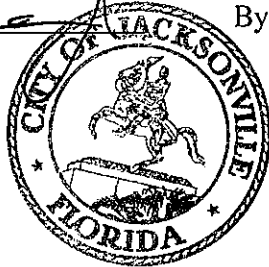
Karen Bowling
Chief Administrative Officer
For: Mayor Alvin Brown
Under Authority of:
Executive Order No. 2013-04

IN WITNESS WHEREOF, the parties hereto have
duplicate, the day and year first above written.

ATTEST:

CITY OF JACKSONVILLE, FLORIDA

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



By *Karen Bowling*
Alvin Brown, Mayor
OWNER

WITNESS:

JAX UTILITIES MANAGEMENT, INC.

William Brannen
Signature
William Brannen
Type/Print Name
Secretary
Title

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

CONTRACTOR

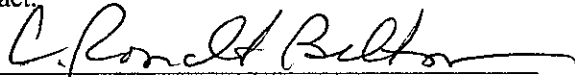
Encumbrance and funding information for internal City use:

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.

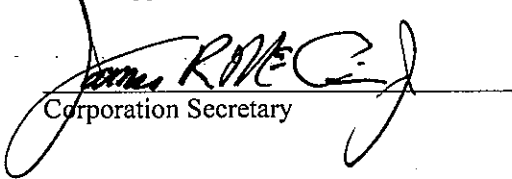
In accordance with Section 24.103(e), of the Ordinance Code of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; provided however, this certification is not nor shall it be 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 #8258-11, Amendment #2



Form Approve



Corporation Secretary