

8879-02
Amd 4

**FOURTH AMENDMENT
TO
UNIT PRICE SUPPLY CONTRACT
BETWEEN
THE CITY OF JACKSONVILLE
AND
USA SERVICES OF FLORIDA, INC.
FOR
COUNTYWIDE STREET SWEEPING**

THIS FOURTH AMENDMENT to contract is executed as of this 22 day of Aug, 2014, by and between the CITY OF JACKSONVILLE, FLORIDA, (hereinafter the "Owner" or "City"), a municipal corporation in Duval County, Florida, and USA SERVICES OF FLORIDA, INC. (hereinafter the "Contractor"), a Florida profit corporation with principal office at 448 Spring Hammock Court, Longwood, Florida 32750, for countywide street sweeping pursuant to City Bid # CS-0136-10 (hereinafter the "Project").

RECITALS:

WHEREAS, effective October 1, 2010, the parties made and entered into City of Jacksonville Contract # 8879-02 (hereinafter the "Contract") for the Project; and

WHEREAS, said Contract has been amended three (3) times previously; and

WHEREAS, said Contract should be amended further by exercising the fourth and final one (1)-year renewal option so as to extend the Contract term from October 1, 2014, through September 30, 2015, with no renewal options remaining, by providing additional funding in an amount not-to-exceed \$320,000.00 for the fourth renewal period from October 1, 2014, through September 30, 2015, and by increasing the total cumulative Contract price to an amount not-to-exceed \$1,594,900.00 for the period from October 1, 2010, through September 30, 2015, 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 3 in said Contract is amended in part by increasing the Contract price by an amount not-to-exceed \$320,000.00 to a new maximum Contract price not-to-exceed \$1,594,900.00 and as amended shall read as follows:

“3. This Contract is a unit price supply contract based upon unit prices submitted by the Contractor as detailed in **Exhibit A**, attached hereto and incorporated herein by this reference. 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 ONE MILLION FIVE HUNDRED NINETY-FOUR THOUSAND NINE-HUNDRED AND 00/100 DOLLARS (\$1,594,900.00). Such purchase orders must reference and incorporate by reference the terms and conditions of this Contract. Such purchase orders shall be binding upon the parties hereto. Such purchase orders shall contain the certification of the Director of Finance as required by Section 24.103(e), *Ordinance Code*. Such purchase orders shall be considered as “Notices 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.”

4. Section 6 in said Contract is amended in part by exercising the fourth and final one (1)-year renewal option so as to extend the Contract term from October 1, 2014, through September 30,

2015. with no renewal options remaining, and as amended shall read as follows:

“6. The term of this Contract shall commence October 1, 2010, and shall continue in full force and effect with respect to all its provisions, terms, and conditions until September 30, 2015.”

SAVE AND EXCEPT as expressly amended in and by this instrument, the provisions, terms, and conditions of said City of Jacksonville Contract # 8879-02 shall remain unchanged and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Fourth 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

Karen BOWNER
Chief Administrative Officer
For: Mayor Alvin Brown
Under Authority of:
Executive Order No. 2013-04
USA SERVICES OF FLORIDA, INC.

ATTEST:

[Signature]
Signature

Eric Seidman
Type/Print Name

President.
Title

[Signature]
Signature

Michael Latanza
Type/Print Name

V.P.
Title

CONTRACTOR

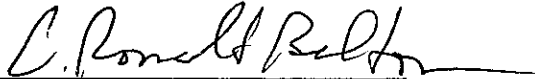

Encumbrance and funding information for internal City use:

Account..... PWGM461SW-03410

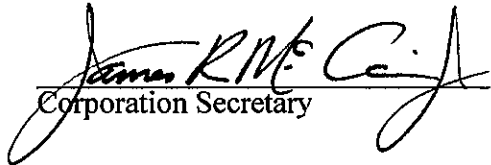
Amount.....\$1,594,900.00

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 #8879-02
Contract Amd #4


Form Approved


Corporation Secretary