

7994-03
Amd 7

**AMENDMENT NUMBER SEVEN TO CONTRACT
BETWEEN
THE CITY OF JACKSONVILLE
AND
EVERETT J. CROWELL AND RODNEY D. EVANS
(DOING BUSINESS JOINTLY AND SEVERALLY AS J&D MAINTENANCE AND SERVICES)
FOR
CITY-WIDE PARK MOWING & LANDSCAPE SERVICES IN THE SOUTH AREA**

THIS AMENDMENT NUMBER SEVEN to Contract is executed as of this 9 day of July, 2014, by and between the CITY OF JACKSONVILLE, FLORIDA, a municipal corporation in Duval County, Florida, (hereinafter sometimes the "Owner" or the "City"), and EVERETT J. CROWELL and RODNEY D. EVANS (doing business jointly and severally as J & D MAINTENANCE AND SERVICES), with mailing address at P.O. Box # 37389, Jacksonville, Florida 32236 (hereinafter the "Contractor") for City-wide mowing and landscape maintenance in the south area of the City of Jacksonville (hereinafter the "Project").

RECITALS:

WHEREAS, on May 12, 2009, the parties made and entered into City Contract # 7994-03 (hereinafter the "Contract") for the Project; and

WHEREAS, said Contract has been amended six (6) times previously; and

WHEREAS, said Contract should be further amended by increasing the maximum indebtedness by \$498,343.12 to a new not-to-exceed amount of \$6,117,193.60, such additional amount to be encumbered by individual blanket orders, and by extending the term from July 1, 2014, through December 31, 2014, unless earlier terminated, with all other provisions, terms, and conditions of the Contract remaining unchanged; now therefore

IN CONSIDERATION of the Contract and of the mutual covenants and agreements hereinafter contained and for other good and valuable consideration which the parties admit is legally sufficient, the parties agree as follows:

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

2. Section 2 of said Contract is amended in part to increase the contract price by an amount not-to-exceed \$498,343.12 for the period July 1, 2014, through December 31, 2014, to a new cumulative maximum not-to-exceed \$6,117,193.60, such additional amount to be encumbered by individual blanket orders, 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 City of Jacksonville bid numbered ESC-0302-09, bid date November 19, 2008, designated as *BID SPECIFICATIONS FOR CITYWIDE PARK MOWING & LANDSCAPE MAINTENANCE SERVICES (EVALUATED BID)*, and strictly in accordance with the advertisement calling for bids, proposals, plans, specifications, blueprints, addenda, requirements of the City of Jacksonville, bid and/or proposal of the said Contractor, and award therefor (hereinafter all collectively called 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 by reference to the same extent as if fully set out herein, for a total amount not-to-exceed SIX MILLION ONE HUNDRED SEVENTEEN THOUSAND ONE HUNDRED NINETY-THREE AND 60/100 USD (\$6,117,193.60), at and for the prices and on the terms contained in the Contract Documents. Increases in the maximum indebtedness may be encumbered by individual blanket orders.”

3. Section 8 of said Contract is amended in part by extending the term from July 1, 2014, through December 31, 2014, subject to earlier termination, and as amended shall read as follows:

“8. The period of service of this Contract will commence on May 12, 2009 and will continue in full force and effect until December 31, 2014, unless earlier terminated as provided in the Contract Documents.”

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

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

ATTEST:

CITY OF JACKSONVILLE, FLORIDA

By James R. McCain, Jr.
Corporation Secretary



Alvin Brown, Mayor
Chief Administrative Officer
For: Mayor Alvin Brown

CITY/OWNER

Under Authority of:
Executive Order No. 2013-04

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], and all funding control checking shall be performed at the time said purchase orders are issued.

C. Donald Belton

Director of Finance
7994-03, Amendment #7

Form Approved:

James R. McCain, Jr.
Office of General Counsel

ATTEST:

EVERETT J. CROWELL AND RODNEY D. EVANS (Doing Business Jointly and Severally as J & d MAINTENANCE AND SERVICES

Elaine Bailey
Signature

Elaine Bailey
Type/Print Name

Office Manager
Title

Everett J. Crowell
Everett J. Crowell

Rodney D. Evans
Rodney D. Evans

CONTRACTOR