

8258-15
Amd 2

**SECOND AMENDMENT TO CONTRACT
(PAID BY SUBSEQUENT PURCHASE ORDERS)
BETWEEN
THE CITY OF JACKSONVILLE
AND
JAX UTILITIES MANAGEMENT, INC.
FOR
ROADSIDE DITCH CLEANING & REHABILITATION**

THIS SECOND AMENDMENT to Contract for roadside ditch cleaning and rehabilitation (hereinafter the "Project") is executed as of this 15th day of Sept., 2015, by and between the CITY OF JACKSONVILLE, FLORIDA, a municipal corporation in Duval County, Florida (hereinafter the "City"), and JAX UTILITIES MANAGEMENT, INC., a Florida profit corporation with principal address at 5465 Verna Boulevard, Jacksonville, Florida 32205 (hereinafter the "Contractor"),.

RECITALS:

WHEREAS, City and Contractor made and entered into City of Jacksonville Contract No. 8258-15 (hereinafter the "Contract") on October 30, 2013, retroactive to September 26, 2013; and

WHEREAS, said Contract has been amended once previously; and

WHEREAS, said Contract should be amended by increasing the maximum indebtedness by \$3,000,000.00 to a new cumulative total maximum indebtedness not-to-exceed \$6,000,000.00 for the period September 26, 2013, through September 30, 2017, and by exercising the first of two (2) renewal options so as to extend the period of service from October 1, 2015, through September 30, 2017, with one (1) two (2) year renewal period remaining, and with all other provisions, terms, and conditions of said Contract remaining unchanged; now therefore

IN CONSIDERATION of the Agreement and the mutual promises and covenants herein contained and for other good, valuable, and legally sufficient consideration, 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 2 of said Contract is amended in part by increasing the maximum indebtedness by \$3,000,000.00 to a new cumulative total maximum indebtedness not-to-exceed \$6,000,000.00 for the period September 26, 2013, through September 30, 2017, and as amended shall read as follows:

“2. The Contractor will do the work required to be done on said Project at its own cost and expense 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 Roadside Ditch Cleaning & Rehabilitation, City of Jacksonville Bid Number CP-0093-13, Bid Date September 4, 2013, 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 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 SIX MILLION AND 00/100 DOLLARS (\$6,000,000.00) 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 orders are issued.”

3. Section 4 of said Contract is amended by exercising the first of two (2) renewal options so as to extend the period of service from October 1, 2015, through September 30, 2017, with one (1) two (2) year renewal period remaining, and as amended shall read as follows:

“4. The period of service of this Contract shall commence on the date of the Award (September 26, 2013) and continue in full force and effect until September 30, 2017, unless earlier terminated as provided in the Contract Documents.”

4. Section 5 of said Contract is amended by exercising the first of two (2) renewal options so as to extend the period of service from October 1, 2015, through September 30, 2017, with one (1) two (2) year renewal period remaining, and as amended shall read as follows:

“5. This Contract may be renewed for one (1) additional two (2) year period in the sole discretion of the Owner. Such renewal will be on terms and conditions that are mutually acceptable to the parties.”

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

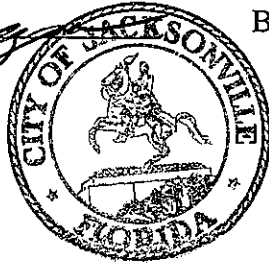
[Remainder of page left blank intentionally. Signature page follows immediately.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Second 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
Lenny Curry, Mayor

OWNER

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

WITNESS:

JAX UTILITIES MANAGEMENT, INC.

WMB
Signature

William Brannen
Type/Print Name

Secretary
Title

Charles D. Freshwater
Signature

Charles D. Freshwater
Type/Print Name

Vice President
Title

CONTRACTOR

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

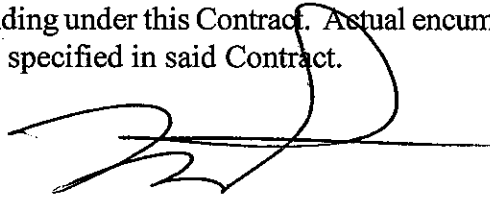
Encumbrance and funding information for internal City use:

Account..... PWGM461SW-03410

Amount.....\$6,000,000.00

The 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 Orders 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.

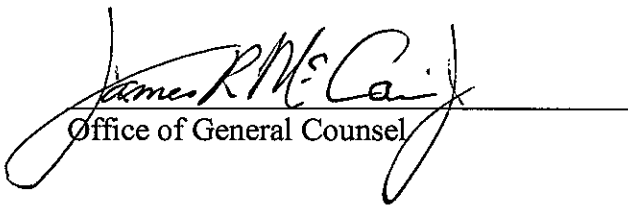
In accordance with Section 24.103(e) of the Ordinance Code of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; *provided however*, this certification is not nor shall it be 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 #8258-15, Amd #2



Approved as to form:



Office of General Counsel



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).

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

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			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
	GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS 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"/> EXCESS LIAB <input type="checkbox"/> RETENTION \$ 10,000			UMB0011883-5	1/1/2015	1/1/2016	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	001-WC15A-65856	1/1/2015	1/1/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Inland Marine Leased/Rented Equipment			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/ <i>E. Ellsasser</i>
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