

**FOURTH AMENDMENT TO CONTRACT
(PAID BY SUBSEQUENT PURCHASE ORDERS)
BETWEEN
THE CITY OF JACKSONVILLE
AND
JAX UTILITIES MANAGEMENT, INC.
FOR
STORM SEWER CAVE-IN REPAIR**

THIS FOURTH AMENDMENT to Contract for storm sewer cave-in repair (the "Project") is executed as of this 17 day of Aug., 2020, by and between the CITY OF JACKSONVILLE, FLORIDA, a municipal corporation in Duval County, Florida, (hereinafter sometimes the "Owner" or the "City", and JAX UTILITIES MANAGEMENT, INC., a Florida profit corporation with principal address at 5465 Verna Boulevard, Jacksonville, Florida 32205 (hereinafter the "Contractor").

WHEREAS, effective as of October 1, 2016, City and Contractor made and entered into City of Jacksonville Contract No. 8258-19 (the "Contract") for the Project; and

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

WHEREAS, said Contract should be amended further by providing additional funding in the amount of \$2,000,000.00 for the period October 1, 2020, through September 30, 2022, so as to increase the maximum indebtedness by \$2,000,000.00 to a new total maximum indebtedness not to exceed \$9,500,000.00, and by exercising the second and final two (2) year renewal option so as to extend the period of service by two years through September 30, 2022, with no renewal options remaining on terms and conditions mutually acceptable to the parties, with all other provisions, terms, and conditions of said Contract remaining unchanged; now therefore

IN CONSIDERATION of the premises and mutual covenants and agreements contained herein and for other good and valuable consideration acknowledged by the parties to be sufficient, 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 Contract is amended by providing additional funding in the amount of \$2,000,000.00 for the period October 1, 2020, through September 30, 2022, so as to increase the maximum indebtedness by \$2,000,000.00 to a new total maximum indebtedness not to exceed \$9,500,000.00 and as amended shall read as follows:

“3. 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 the Right of Way and Stormwater Maintenance Division of the Department of Public Works entitled *Specifications for Storm Sewer Cave-In Repair*, City of Jacksonville Bid Number CS-0143-16, Bid Date August 3, 2016, and strictly in accordance with the advertisement calling for bids, plans, specifications, blueprints, addenda, requirements of the City of Jacksonville, proposal of 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 NINE MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$9,500,000.00) 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 orders. Such purchase orders 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 second and final two (2)-year renewal options so as to extend the period of service by two years through September 30, 2022, with no renewal options remaining on terms and conditions mutually acceptable to the parties, and as amended shall read as follows:

“4. The period of service of this Contract will commence on October 1, 2016, and continue in full force and effect until September 30, 2022, unless earlier terminated as provided in the Contract Documents.”

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 left blank intentionally. Signature page follows immediately.]

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.*
James R. McCain, Jr.
Corporation Secretary



By *[Signature]*
Lenny Curry, Mayor

OWNER Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

WITNESS:

JAX UTILITIES MANAGEMENT, INC.

[Signature]
Signature

William Brannen
Type/Print Name

Secretary
Title

[Signature]
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:

POA-7A00451

Amount.....\$2,000,000.00

TOTAL.....\$9,500,000.00

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 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 Orders are issued.

In accordance with Section 24.103(e), *Ordinance Code*, 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 encumbrances shall be made by subsequently issued purchase orders, as specified in said Contract.

Director of Finance
City Contract #8258-19, 4th Amendment

Approved as to form:

Office of General Counsel

