

10013
Amd 1

**FIRST AMENDMENT TO CONTRACT
(PAID BY SUBSEQUENT PURCHASE ORDERS)**

BETWEEN

THE CITY OF JACKSONVILLE

AND

EVANS CONTRACTING SERVICES, INC.

FOR

STORMWATER OUTFALL DITCH CLEANING AND REHABILITATION

THIS FIRST AMENDMENT to Contract for stormwater outfall ditch cleaning and rehabilitation is executed as of this 26 day of Oct, 2015, by and between the CITY OF JACKSONVILLE, FLORIDA (hereinafter the "Owner" or the "City"), a municipal corporation in Duval County, Florida, and EVANS CONTRACTING SERVICES, INC. (hereinafter the "Contractor"), a Florida profit corporation with principal office at 320 Foxtail Avenue, Middleburg, Florida 32068.

RECITALS:

WHEREAS, on July 2, 2014, City and Contractor made and entered into City of Jacksonville Contract No. 10013 (hereinafter the "Contract"); and

WHEREAS, said Contract has not been amended previously; and

WHEREAS, said Contract should be amended by providing additional funding in the amount of \$1,000,000.00 for the period October 1, 2015, through September 30, 2017, so as to increase the maximum indebtedness to a total cumulative amount not-to-exceed \$2,500,000.00 for the period July 2, 2014, through September 30, 2017, and by exercising the first of two (2) renewal options so as to extend the term of said Contract by two (2) years to September 30, 2017, with one (1) two (2) year renewal option remaining, with all other provisions, terms, and conditions of said Contract remaining unchanged; now therefore

IN CONSIDERATION of said Contract and of other good and valuable consideration acknowledged by the parties to be legally sufficient, the parties agree to amend said Contract as follows:

1. Section 2 of said Contract is amended in part by providing additional funding in the amount of \$1,000,000.00 for the period October 1, 2015, through September 30, 2017, so as to increase the maximum indebtedness to a total cumulative amount not-to-exceed \$2,500,000.00 for the period July 2, 2014, through September 30, 2017, 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 Right of Way and Stormwater Maintenance Division of the City of Jacksonville’s Department of Public Works, RFQ numbered RFQ-0053-14, RFQ dated March 26, 2014, designated as *Request for Qualifications for Stormwater Outfall Ditch Cleaning and Rehabilitation*, 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, by this reference, hereby specifically made a part hereof to the same extent as if fully set out herein, in a total amount not-to-exceed TWO MILLION FIVE HUNDRED THOUSAND AND 00/100 USD (\$2,500,000.00), at and for the prices and on the terms contained in the Contract Documents.”

2. Section 3 of said Contract is amended by exercising the first of two (2) renewal options so as to extend the term of said Contract by two (2) years to September 30, 2017, with one (1) two (2) year renewal option remaining, and as amended shall read as follows:

“3. This Agreement shall commence on the day and year first above written and shall continue and remain in full force and effect thereafter until September 30, 2017,

or earlier termination. This Agreement may be renewed for one (1) additional two (2) year period upon provisions, terms, and conditions mutually agreeable to the parties.”

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

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

ATTEST:

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



CITY OF JACKSONVILLE, FLORIDA

By Lenny Curry
Lenny Curry Mayor

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

WITNESS:

Crystal Evans
Signature
Crystal Evans
Type/Print Name
Contract Administrator
Title

EVANS CONTRACTING SERVICES, INC.

Nora M. Evans
Signature
NORA M. Evans
Type/Print Name
Vice President
Title

Form Approve

James R. McCain Jr.
Office of General Counsel

Encumbrance and funding information for internal City use:

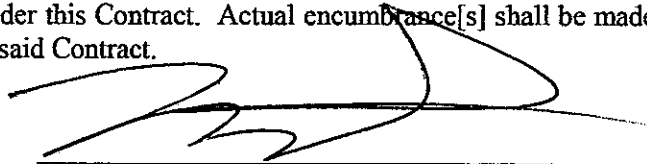
Account..... PWGM461SW-03410

Amount.....\$1,000,000.00

TOTAL.....\$2,500,000.00

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 #10013, Amd #1



Contract Encumbrance Data Sheet follows immediately.

SUBJECT: R.F.Q. FOR STORMWATER OUTFALL DITCH CLEANING AND REHABILITATION

BID# RFQ-0053-14

OPEN DATE: 2014-03-26

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT:

CONSTRUCTION SUPPLY- FROM CONTRACT DATE THROUGH SEPTEMBER 30, 2015, WITH TWO (2) TWO (2) YEAR RENEWAL OPTIONS

AGENCY: **ROW & GROUNDS**

BASIS OF AWARD: **PRE-QUALIFICATION**

NUMBER OF BIDS INVITED 12 NUMBER RECEIVED 8 OTHER 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

Subject bid was awarded on 05/05/14 to the following seven (7) pre-qualified vendors: Jax Utilities Management, Inc.(Contract #8258-16), Callaway Contracting, Inc.(Contract #6733-41), W.R. Townsend Contracting, Inc.(Contract #7357-17), Tim Prep, Inc.(Contract #7373-05), United Service Connection, Inc.(Contract #8877-13), Florida Native Nursery, Inc.(Contract #10018), and Evans Contracting, Services, Inc. (Contract #10013) in the amount of \$1,500,000.00. Recommend approval to utilize the First Renewal Option to the seven (7) pre-qualified vendors: Jax Utilities Management, Inc., Callaway Contracting, Inc., W.R. Townsend Contracting, Inc., Tim Prep, Inc., United Service Connection, Inc., Florida Native Nursery, Inc., and Evans Contracting Services, Inc., in the annual expenditure amount of \$1,000,000.00, with a maximum indebtedness not-to-exceed \$1,000,000.00 for contract . Total revised expenditure amount not-to-exceed \$2,500,000.00. Period of Service will be from October 1, 2015 through September 30, 2017, with one (1) two (2) year renewal option remaining.

Funding for this award to be encumbered by account: PWGM461SW-03410 to be executed by contract amendment through Office of General Counsel and processed via individual purchase order(s) once competitively bid by all firms.

This award is subject to appropriation by the City in the fiscal year beginning October 1, 2015. No funds have been appropriated to date. The City has no obligation for payment and work hereunder is not authorized unless funds are

BUYER: Daniel Pearson
DANIEL PEARSON

RESPECTFULLY SUBMITTED: Daniel Pearson
For: GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: **Steve D. Long, Jr., P.E., Chief, Right of Way and Stormwater Maintenance Division**

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)

ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING _____ DATE: 08/06/15

OTHER: _____

ACTION OF AWARDING AUTHORITY _____ DATE: 8/06/15

APPROVED MR _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION Sam E. Mousa

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