

10018  
Amd 1

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

**BETWEEN**

**THE CITY OF JACKSONVILLE**

**AND**

**FLORIDA NATIVES NURSERY, 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 6 day of NOV, 2015, by and between the CITY OF JACKSONVILLE, FLORIDA (hereinafter the "Owner" or the "City"), a municipal corporation in Duval County, Florida, and FLORIDA NATIVES NURSERY, INC. (hereinafter the "Contractor"), a Florida profit corporation with principal office at 4115 Native Garden Drive, Plant City, Florida 33565.

**RECITALS:**

**WHEREAS**, on July 2, 2014, City and Contractor made and entered into City of Jacksonville Contract No. 10018 (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 *Sam E. Mousa*  
Lenny Curry Mayor

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

**WITNESS:**

*Seth J. Bohannon*  
Signature  
Seth J. Bohannon  
Type/Print Name  
Operations Manager  
Title

**FLORIDA NATIVES NURSERY, INC.**

*Lauree Nikam*  
Signature  
Lauree Nikam  
Type/Print Name  
President  
Title

Form Approve

*James R. McCain*  
Office of General Counsel

Encumbrance and funding information for internal City use:

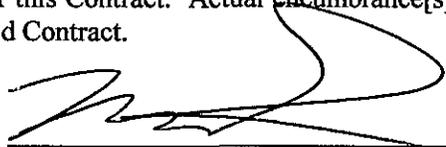
Account..... PWGM461SW-03410

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 #10018, Amd #1 

Contract Encumbrance Data Sheet follows immediately.

