10018 And 1

FIRST AMENDMENT TO CONTRACT (PAID BY SUBSEQUENT PURCHASE ORDERS) BETWEEN THE CITY OF JACKSONVILLE

FLORIDA NATIVES NURSERY, INC.

STORMWATER OUTFALL DITCH CLEANING AND REHABILITATION

THIS FIRST AMENDMENT to Contract for stormwater outfall ditch cleaning and rehabilitation is executed as of this <u>U</u> day of <u>NOV</u>, 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:

CITY OF JACKSONVILLE, FLORIDA

By

James R. McCain, Jr.

Corporation Secretary

WITNESS:

FLORIDA NATIVES NURSERY, MC.

Signature

Signature

Type/Print Name

Type/Print Name

Form Approve

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/20/2015

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 floider in fied of Such endorsement(s).						
PRODUCER	CONTACT Judy Wagner, AAI, AU, AIS, CPIW					
Florida Insurance Center, Inc. 414 N Alexander St		(813) 754-3450				
Plant City, FL 33563	E-MAIL ADDRESS:					
	INSURER(S) AFFORDING COVERAGE	NAIC#				
	INSURER A: Westfield Insurance Company	24112				
INSURED	INSURER B : Amerisafe Interstate Ins Co					
Florida Natives Nursery, Inc.	INSURER C:					
4115 Native Garden Dr Plant City, FL 33565	INSURER D:					
	INSURER E :					
	INSURER F:					

COVERAGES CERTIFICATE NUMBER: 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	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMIT	s	·
Α	Х	COMMERCIAL GENERAL LIABILITY	11100	1110		(,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	EACH OCCURRENCE	\$	1,000,000
		CLAIMS-MADE X OCCUR	X	х	TRA1683198	07/08/2015	07/08/2016	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	500,000
1								MED EXP (Any one person)	\$	5,000
								PERSONAL & ADV INJURY	\$	1,000,000
	GEI	L AGGREGATE LIMIT APPLIES PER:				·		GENERAL AGGREGATE	\$	2,000,000
1		POLICY X PRO: X LOC	1	}				PRODUCTS - COMP/OP AGG	\$	2,000,000
·		OTHER:							\$	
	ΑŲ	OMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
Α	Х	ANY AUTO	X	Х	TRA1683198	07/08/2015	07/08/2016	BODILY INJURY (Per person)	\$	
		ALL OWNED SCHEDULED AUTOS AUTOS						BODILY INJURY (Per accident)	\$	
	X	HIRED AUTOS X NON-OWNED						PROPERTY DAMAGE (Per accident)	\$	
	Х	Hired Phys Damage						PIP	\$	10,000
	Х	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$	3,000,000
Α		EXCESS LIAB CLAIMS-MADE]		TRA1683198	07/08/2015	07/08/2016	AGGREGATE	\$	3,000,000
		DED X RETENTIONS 0							\$	
		RKERS COMPENSATION EMPLOYERS' LIABILITY						X PER X OTH-		
В	ANY	PROPRIETOR/PARTNER/EXECUTIVE	N/A	Х	AVWCFL2433042015	09/15/2015	09/15/2016	E.L. EACH ACCIDENT	\$	1,000,000
	(Mandatory in NH)		""	17.5				E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	DES	s, describe under CRIPTION OF OPERATIONS below				<u>_</u>		E.L. DISEASE - POLICY LIMIT	\$	1,000,000
Α	Lea	sed/Rented EQ			TRA1683198	07/08/2015	07/08/2016	Limit:		50,000
							,			
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Certificate holder is named as an additional insured with regards to the general and auto liability as per written contract. A Waiver of subrogation applies to the general and auto and workers comp as per written contract. Coverage is primary & non-contributory.

CERTIFICATE HOLDER	CANCELLATION				
* The City of Jacksonville 117 W Duval Street Ste #480 Jacksonville. FL 32202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
Decision in Equation	AUTHORIZED REPRESENTATIVE				
	Judy Wagner				