

**SECOND AMENDMENT TO CONTRACT FOR STORM DRAIN INSTALLATION,  
REPAIR, AND REPLACEMENT SERVICES**

**THIS SECOND AMENDMENT TO THE CONTRACT FOR STORM DRAIN INSTALLATION, REPAIR, AND REPLACEMENT SERVICES** (hereinafter "Amendment") is made by and between the Board of County Commissioners of Nassau County, Florida, a political subdivision of the State of Florida (hereinafter the "County"), and **JAX UTILITIES MANAGEMENT, INC.**, a Florida Profit Corporation having its primary business location at **5465 VERNA BLVD, JACKSONVILLE, FL 32205** (hereinafter the "Vendor").

**WITNESSETH:**

**WHEREAS**, the Parties previously entered into a Contract for Storm Drain Installation, Repair, and Replacement Services dated January 13, 2025 (hereinafter "Contract"); and

**WHEREAS**, the Contract was subsequently amended by way of a First Amendment on or about April 28, 2025, to supplement Exhibit "B" in order to reflect additional line items; and

**WHEREAS**, the Parties now desire to further amend the Contract terms and conditions subject to the provisions contained herein.

**NOW, THEREFORE**, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties do agree to amend the Contract as follows:

**SECTION 1.** Section 4. of the Contract is hereby amended to increase the not to exceed compensation amount for the goods/services to be provided under the Contract due to additional work required for the initial term of contract in the amount of One Million Five Hundred Thousand Dollars and 00/100 (\$1,500,000.00) and the County shall now compensate the Vendor in an amount not to exceed Four Million Dollars and 00/100 (\$4,000,000.00). The additional work required shall be detailed in future Work Authorizations.

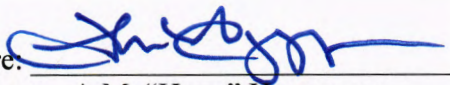
**SECTION 2.** Upon execution of this Amendment, and in accordance with Section 287.138, Florida Statutes, the Vendor shall provide the County an affidavit, on a form approved by the County, signed by an officer or representative of the Vendor under penalty of perjury attesting that the Vendor will comply with all requirements of Section 287.138, Florida Statutes.

**SECTION 3.** All other terms and conditions of the Contract not inconsistent with the provisions of this Amendment shall remain the same and in full force and effect.

**CM3815-A2**

**IN WITNESS WHEREOF**, the Parties have caused this Amendment to be executed by its duly authorized representatives, effective as of the last date below.

**BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA**

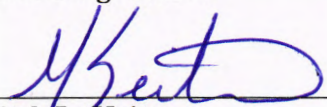
Signature: \_\_\_\_\_

Print Name: A M. "Hupp" Huppmann

Title: Chair

Date: 8/11/2025

**ATTEST** as to authenticity of the  
**Chair's signature:**

  
\_\_\_\_\_  
**Mitch L. Keiter**  
**Its Ex-Officio Clerk**

**REVIEWED FOR LEGAL FORM AND CONTENT:**

Denise C. May, Esq., BCS  
**DENISE C. MAY, County Attorney**

**JAX UTILITIES MANAGEMENT, INC.**

Signature: Charles D Freshwater

By: Charles D. Freshwater

Title: President

Date: 7/2/2025