

6533-44
Amd 3

**THIRD AMENDMENT TO AGREEMENT
BETWEEN
CITY OF JACKSONVILLE
AND
J. B. COXWELL CONTRACTING, INC.
FOR
DESIGN BUILD SERVICES FOR MINOR - MEDIUM SIZE
CIVIL ENGINEERING & PARK IMPROVEMENT PROJECTS (NORTH AREA)**

THIS THIRD AMENDMENT to Agreement is made and entered into this 31 day of July, 2015, by and between the CITY OF JACKSONVILLE, a Florida municipal corporation in Duval County, Florida (the "Owner") and J. B. COXWELL CONTRACTING, INC., a Florida profit corporation with an office at 641 Lloyd Road West, Jacksonville, Florida 32254 (the "Design-Builder"), for various minor - medium size civil engineering and park improvement projects in the North Area (the "Projects").

WHEREAS, on September 2, 2009, the parties made and entered into City of Jacksonville Contract No. 6533-46 (the "Agreement"); and

WHEREAS, said Agreement has been amended twice previously; and

WHEREAS, said Agreement should be amended by increasing the award by \$2,000,000.00 so as to increase the maximum indebtedness to a new not-to-exceed amount of \$14,000,000.00 for the period September 2, 2009, through September 30, 2015, with all other provisions, terms, and conditions of said Agreement remaining unchanged; now therefore

IN CONSIDERATION of the mutual covenants and obligations contained herein, Owner and Design-Builder 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.

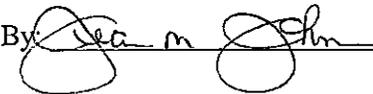
2. Section 6.1.2 of said Agreement is amended by increasing the award by \$2,000,000.00 so as to increase the maximum indebtedness to a new not-to-exceed amount of \$14,000,000.00 for the period September 2, 2009, through September 30, 2015, and as amended shall read as follows:

"6.1.2 The maximum indebtedness of Owner for each of the five (5) years of this Agreement shall not exceed Two Million and 00/100 Dollars (\$2,000,000.00) for all Projects performed pursuant to this Agreement during each year; in addition, the award is increased by \$4,000,000.00 for the extended period from September 2, 2014, through September 30, 2015, so as to increase the maximum indebtedness for the period September 2, 2009, through September 30, 2015 to an amount not-to-exceed \$14,000,000.00. No funds shall be encumbered for any Projects under this Agreement until a Purchase Order has been issued by Owner for such Project. Owner shall have no liability or obligations to Design-Builder prior to Owner's issuance of a Notice to Proceed for a Project and Owner does not guarantee that any Purchase Order(s) will be issued under the terms of this Agreement."

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

IN WITNESS WHEREOF, the respective parties hereto have executed this Third Amendment effective the day and year first above written.

WITNESS:

By: 

Witness:

By: _____

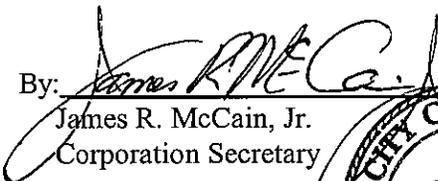
J. B. COXWELL CONTRACTING, INC.

By: 

Name: Christopher C. Blank

Its: VP Operations

ATTEST:

By: 
James R. McCain, Jr.
Corporation Secretary



CITY OF JACKSONVILLE

By: 
Lenny Curry
Mayor

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

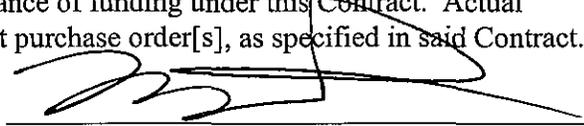
Encumbrance and funding information for internal City use:

Account.....

Amount.....\$

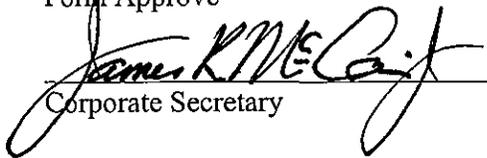
This above stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the foregoing contract. It shall be encumbered by one (1) or more subsequently issued purchase(s) that must reference the foregoing Contract. All financial examinations and funds control 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, *Acting*
City Contract #6533-46, Amd #3
yab

Form Approve



Corporate Secretary

Contract Encumbrance Data Sheet follows immediately.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/14/2015

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 holder in lieu of such endorsement(s).

PRODUCER Johnson & Company 801 N Orange Avenue Suite 510 Orlando FL 32801	CONTACT NAME: Heather Riles
	PHONE (A/C No. Ext): (407) 843-1120 FAX (A/C No.): (407) 843-5772
	E-MAIL ADDRESS: hriles@johnsonandcompany.net
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Zurich American Insurance Co NAIC # 16535
	INSURER B: American Guarantee & Liab Ins 26247
	INSURER C: Steadfast Insurance Co 26837
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: 2015 JBC 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 INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		GLO 9806400-03	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> CONTRACTUAL					PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> XCU					GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					\$
B	AUTOMOBILE LIABILITY		BAP 9806399-03	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						PIP-Basic \$ 10,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR	AUC 0084389-00	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A			E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
C	PROFESSIONAL LIABILITY		EOC0017269900	6/7/2015	6/7/2016	LIMIT OF LIABILITY \$3,000,000 EACH CLAIM

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Design Build Services for Minor-Medium Size Civil Engineering & Park Improvement Projects (North Area)

City of Jacksonville is additional insured.

CERTIFICATE HOLDER

City of Jacksonville, a Florida municipal corporation in Duval County, Florida
117 W Duval Street
Suite 480
Jacksonville, FL 32202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Francis O'Reardon/AJ



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/14/2015

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 holder in lieu of such endorsement(s).

PRODUCER Cecil W. Powell & Company 219 N. Newnan Street Jacksonville, FL 32202	CONTACT NAME: Dora A Paratore PHONE (A/C, No, Ext): (904) 353-3181 FAX (A/C, No): (904) 353-5722 E-MAIL ADDRESS: dparatore@cwpowellins.com
	INSURER(S) AFFORDING COVERAGE
INSURED J B Coxwell Contracting Inc 6741 Lloyd Road West Jacksonville, FL 32254	INSURER A: Bridgefield Casualty Ins Co
	INSURER B:
	INSURER C:
	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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	X 0196-07301	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: DESIGN BUILD SERVICES FOR MINOR - MEDIUM SIZE CIVIL ENGINEERING & PARK IMPROVEMENT PROJECTS (NORTH AREA) #6533-46 Amd 3

Waiver of Subrogation applies in favor of the City of Jacksonville, per the attached endorsement.

CERTIFICATE HOLDER City of Jacksonville 214 Hogan Street, Suite 800 Jacksonville, FL 32202	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket Waiver of Subrogation Applies

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

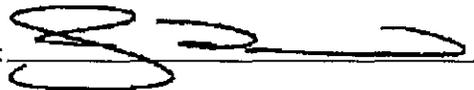
Date Prepared: November 25, 2014

Carrier: Bridgefield Casualty Insurance Company

Effective Date of Endorsement: January 1, 2015

Policy Number: 196-07301

Countersigned by:

A handwritten signature in black ink, appearing to be a stylized name, written over a horizontal line.

Insured: J B Coxwell Contracting, Inc.

WC 00 03 13 (Ed. 4-84)

SUBJECT: DESIGN-BUILD SVCS FOR VARIOUS SIZE CIVIL ENGINEERING & PARK IMPROVEMENT PROJECTS
 BID # CDB-0049-09 OPEN DATE: 3/11/2009

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT:
 CONSTRUCTION - DESIGN/BUILD

AGENCY: DEPARTMENT OF PUBLIC WORKS

BASIS OF AWARD: EVALUATION CRITERIA

NUMBER OF BIDS INVITED: 62 NUMBER RECEIVED: 18 OTHER: 1

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

Recommend approval to increase award to J.B. Coxwell Contracting, Inc. (contract #6533-46), by \$2,000,000.00 (North Area), with a revised maximum indebtedness to the city not-to-exceed \$14,000,000.00, all other terms and conditions remain unchanged.

Projects awarded under this award to be executed by individual Purchase Order(s).

Attachments: Recommendation Memo, Previous Award(s)

BUYER Marilyn Laidler
 MARILYN LAIDLER

RESPECTFULLY SUBMITTED Gregory Hease
 GREGORY HEASE, CHIEF
 PROCUREMENT DIVISION

CONCURRENCE BY: William J. Joyce, P.E., Chief-Engineering & Construction Management

**(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
 ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE**

MEMBERS APPROVING 5 MEMBERS DISAPPROVING _____ DATE: 02/18/15
Robert W. Johnson _____
Catherine Stinson _____
William J. Joyce _____
James R. [unclear] _____
David [unclear] _____

ACTION OF AWARDED AUTHORITY DATE 02/11/15
 APPROVED [Signature] DISAPPROVED: _____
 OTHER: _____
 SIGNATURE OF AUTHENTICATION [Signature] _____
 Cleveland Ferguson III
 Deputy Chief Administrative Officer
 For Mayor Alan Sorenson
 Under Authority of
 Executive Order No. 2015-01

CITY OF JACKSONVILLE
ACCOUNTING DIVISION
CONTRACT ENCUMBRANCE DATA SHEET
FISCAL YEAR: 13/14

J. B. Coxwell Contracting, Inc. _____
Vendor Name: _____ Tax ID Number: _____ Vendor's e-mail address _____

New Vendors or changes in vendor information (i.e. address) W-9 is required.
W-9 attached? YES _____ NO _____

Department / Division: PWEN _____

Department Contact Person for Contract: Lori West _____

Department Contact phone #: 255-8759 _____ Contact e-mail: lwest@coj.net _____

Contract to be Paid by (method):
 Contract Payment Master PO and/or Purchase Order Check Request No Payments (Only Agreements)

Any other special payment instruction or important information should be listed below:

Design Build Services for Minor-Medium Size Civil Engineering and Park Improvement Projects (North Area)
CDB-0049-09 Amendment 3
CONTINUOUS CONTRACT TO BE ENCUMBERED BY VARIOUS PURCHASE ORDERS

Account Code Information: (for multiple accounts - use additional sheet if necessary)
 Index Code: _____
 Subobject: _____
 Dollar Amount: _____
 Project / Proj. Detail: _____
 Grant / Grant Detail: _____

Unit Price Supply Contract/(PO)? Yes / No Multi-Year Contract? Yes / No (if yes see below)

Grant Funding: Does the funding for the encumbrance cross our fiscal years? YES / NO
 If Yes, current F/Y encumbrance \$ _____ Encumbrance next F/Y \$ _____
NOTE: If grant funds cross fiscal years, no other authorization or signing is needed for the next year's encumbrance.

If Multi-Year Contract, please break down funding below. Any adjustments (i.e. CPI) in future periods? Yes _____ No _____

Period	Fiscal Year	Index	Subobject	Project #	Detail	Grant #	Grant Detail	Dollar Amount
Year 1								
Year 2								
Year 3								
Year 4								
Year 5								

Total _____

For Multi-Year Contracts, the Budget Division confirms that funds are anticipated to be budgeted and made available from the appropriate account to encumber the amounts listed above for each fiscal year for the referenced contract.

Print: _____
(Budget Officer or Designee)

Sign: _____
(Budget Officer or Designee)

Date: _____

NOTE: Attach original contract encumbrance data sheet to the legal request and send a copy to the Accounting Division