

6733-35
Amd 2

**SECOND AMENDMENT TO AGREEMENT
BETWEEN
CITY OF JACKSONVILLE
AND
CALLAWAY CONTRACTING, INC.
FOR
DESIGN BUILD SERVICES FOR MINOR - MEDIUM SIZE
CIVIL ENGINEERING & PARK IMPROVEMENT PROJECTS (WEST AREA)**

THIS SECOND AMENDMENT to Agreement is made and entered into this 30 day of March, 2015, by and between the CITY OF JACKSONVILLE, a Florida municipal corporation in Duval County, Florida (the "Owner") and CALLAWAY CONTRACTING, INC., a Florida profit corporation with an address at P. O. Box 11435, Jacksonville, Florida 32239 (the "Design-Builder"), for various specific minor to medium size civil engineering and park improvement projects in the West Service Area (the "Projects").

WHEREAS, on September 2, 2009, the parties made and entered into City of Jacksonville Contract No. 6733-35 (the "Agreement"); and

WHEREAS, said Agreement has been amended once previously; and

WHEREAS, said Agreement should be amended further by extending the period of service from March 2, 2015, through September 30, 2015, and by increasing the award by \$1,000,000.00 for the period March 2, 2015, through September 30, 2015, so as to increase the maximum indebtedness to an amount not-to-exceed \$12,000,000.00 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 1.2 of said Agreement is amended by extending the period of service from March 2, 2015, through September 30, 2015, and as amended shall read as follows:

"1.2 Period of Service: This Agreement shall commence on the Effective Date and shall continue and remain in full force and effect thereafter until September 30, 2015, or until earlier termination as provided in Article 8 hereof or Article 11.2 of the General Conditions of Contract."

3. Section 6.1.2 of said Agreement is amended by increasing the award by \$1,000,000.00 for the period March 2, 2015, through September 30, 2015, so as to increase the maximum indebtedness to an amount not-to-exceed \$12,000,000.00 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 \$1,000,000.00 for the extended period from March 2, 2015, 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 \$12,000,000.00. 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 Second Amendment effective the day and year first above written.

FOR DESIGN-BUILDER:

CALLAWAY CONTRACTING, INC., a Florida corporation

Witness: _____
By: _____

By: _____
Name: JAMES P CALLAWAY
Its: VICE PRESIDENT

Witness: _____
By: _____

FOR OWNER:

CITY OF JACKSONVILLE, a Florida municipal corporation

Attest:

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



By: Alvin Brown
Alvin Brown
Mayor

Form Approved

James R McCain Jr
Office of General Counsel

Cleveland Ferguson III
Deputy Chief Administrative Officer
For: Mayor Alvin Brown
Under Authority of:
Executive Order No. 2015-01

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
City Contract #6733-35; Amd #2


ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/01/2014

PRODUCER Construction Underwriters, Inc 4168 Southpoint Pkwy - Ste 305 Jacksonville, FL 32216 rgately@cui-usa.com	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURED Callaway Contracting, Inc. 10950 New Berlin Road Jacksonville, FL 32226	INSURERS AFFORDING COVERAGE
	INSURER A: Amerisure Insurance Co.	19488
	INSURER B: Great American Insurance Group	16691
	INSURER C: Trav Prop Cas Co of Amer	25674
	INSURER D:	
	INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRG	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blanket Addl Insd <input checked="" type="checkbox"/> Blanket WOS GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	GL2007971 XCU Included Design Svcs Liab JobsitePollution \$100,000 Empl Benf Liab 1Mill/1Mill	04/01/14	04/01/15	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
A		AUTOMOBILE LIABILITY <input checked="" 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 <input checked="" type="checkbox"/> Comp Ded \$500 <input checked="" type="checkbox"/> Coll Ded \$500	CA2007969 10,000 PIP	04/01/14	04/01/15	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$-0-	TUU048095601 Umbrella Form Excess of GL, Auto & WC	04/01/14	04/01/15	EACH OCCURRENCE	\$4,000,000
						AGGREGATE	\$4,000,000
							\$
							\$
							\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC132448503 Blanket WOS USL&H Included	04/01/14	04/01/15	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$500,000
						E.L. DISEASE - EA EMPLOYEE	\$500,000
						E.L. DISEASE - POLICY LIMIT	\$500,000
C		OTHER Rented Equip.	QT6602997N524	04/01/14	04/01/15		\$250,000/\$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: RFQ CDB-0049-09 - Minor-Medium Size Civil Engineering and Park Improvements Projects

CERTIFICATE HOLDER City of Jacksonville 214 North Hogan Street Room 1069 Jacksonville, FL 32202-0000	CANCELLATION 10 Days for Non-Payment SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Magina S. Hately</i>
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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: 82 NUMBER RECEIVED: 18 OTHER: 1

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

The subject bid was awarded on 05/15/09 to J.B. Coxwell Contracting, Inc. (North Area); Callaway Contracting, Inc. (West Area); and Auld & White Constructors, LLC. (South Area).

Recommend approval of award to extend period of service for J.B. Coxwell Contracting, Inc. (North Area); Callaway Contracting, Inc. (West Area); and Auld & White Constructors, LLC. (South Area) from September 1, 2014 through March 1, 2015 for Auld & White Constructors, and from September 2, 2014 through March 1, 2015 for J.B. Coxwell Contracting, Inc., and Callaway Contracting, Inc. Recommend approval to increase award by \$2,000,000.00 for J.B. Coxwell Contracting, Inc.; Auld & White Constructors, LLC by \$2,000,000.00; and Callaway Contracting, Inc. by \$1,000,000.00. Revised total maximum indebtedness for each area will be North Area in the amount of \$12,000,000.00; South Area in the amount of \$12,000,000.00, and; West Area in the amount of \$11,000,000.00, all other terms and conditions remains same.

Projects awarded under this bid to be funded by individual purchase order(s).

ATTACHMENTS: 1) Previous Award(s), 2) Vendor Letters, 3) Previous Award(s)

BUYER Marilyn Ludler
MARILYN LUDLER

RESPECTFULLY SUBMITTED Gregory Pease
GREGORY PEASE, 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
[Signatures]

MEMBERS DISAPPROVING

DATE: 08/21/14
OTHER: _____

ACTION OF AWARDING AUTHORITY

DATE 08/22/14

APPROVED

DISAPPROVED: _____

Karen Bowling
Chief Administrative Officer
For: Mayor Alvin Brown
Under Authority of:
Executive Order No. 2011-001

SIGNATURE OF AUTHENTICATION Karen Bowling

SUBJECT: DESIGN BUILD SERVICES FOR VARIOUS MINOR-MEDIUM SIZE CIVIL/PARKS (WEST AREA)

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 extend the contract (6733-35) to Callaway Contracting, Inc. for the period from March 2nd, 2015 thru September 30th, 2015 with an increase of \$1,000,000.00 for a revised maximum indebtedness to the City of \$12,000,000.00 for continued services within the West Service Area; with no changes to the current Terms & Conditions.

Projects awarded under this bid to be funded by individual Purchase Order(s).

ATTACHMENTS: 1) Recommendation Memo 2) Vendor Acknowledgement 3) Previous Awards

BUYER *Daniel Pearson*
DANIEL PEARSON
MP

RESPECTFULLY SUBMITTED *Gregory Pease*
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: William J. Joyce, P.E., Chief, Engineering and Construction Management Division

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

MEMBERS APPROVING <u>5</u>	MEMBERS DISAPPROVING _____	DATE: <u>02/26/15</u>
<u><i>Frank R. Murray</i></u>	_____	OTHER _____
<u><i>[Signature]</i></u>	_____	
<u><i>[Signature]</i></u>	_____	
<u><i>[Signature]</i></u>	_____	

ACTION OF AWARDING AUTHORITY _____ DATE 2/26/15
APPROVED *CF* _____ DISAPPROVED: _____

OTHER: _____
SIGNATURE OF AUTHENTICATION *[Signature]* Cleveland Ferguson III
Deputy Chief Administrative Officer
For: Mayor Alvin Brown
Under Authority of _____
Executive Order No. 2015-01