

6733-35
Amd 1

**FIRST 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 FIRST AMENDMENT to Agreement is made and entered into this 7 day of Oct, 2014, 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 - medium size civil engineering and park improvement projects in the West 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, from September 2, 2014, through the day and year first above written the parties have worked together continuously and without interruption on the Projects; and

WHEREAS, said Agreement has not been amended previously; and

WHEREAS, said Agreement should be amended by accepting, adopting, and ratifying all actions of the parties under said Agreement from September 2, 2014, through the day and year first above written, by extending the period of service from September 2, 2014, through March 1, 2015, and by increasing the award by \$1,000,000.00 for the period September 2, 2014, through March 1, 2015, so as to increase the maximum indebtedness to an amount not-to-exceed \$11,000,000.00 for the period September 2, 2009, through March 1, 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. All actions of the parties under the provisions, terms, and conditions of said Agreement from September 2, 2014, through the day and year first above written are accepted, adopted, and ratified.

3. Section 1.2 of said Agreement is amended by extending the period of service from September 2, 2014, through March 1, 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 March 1, 2015, or until earlier termination as provided in Article 8 hereof or Article 11.2 of the General Conditions of Contract."

4. Section 6.1.2 of said Agreement is amended by increasing the award by \$1,000,000.00 for the period September 2, 2014, through March 1, 2015, so as to increase the

maximum indebtedness to an amount not-to-exceed \$11,000,000.00 for the period September 2, 2009, through March 1, 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 September 2, 2014, through March 1, 2015, so as to increase the maximum indebtedness for the period September 2, 2009, through March 1, 2015 to an amount not-to-exceed \$11,000,000.00. 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.

[Remainder of page left blank intentionally. Signature page follows immediately.]

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

FOR DESIGN-BUILDER:

CALLAWAY CONTRACTING, INC., a Florida corporation

Witness: Lisa Maluff
By: Lisa Maluff

By: [Signature]
Name: JAMES P CALLAWAY

Its: VICE PRESIDENT

Witness:
By: _____

FOR OWNER: Karen Bowling
Chief Administrative Officer
For: Mayor Alvin Brown
Under Authority of:
Executive Order No. 201-04
CITY OF JACKSONVILLE, a Florida municipal corporation

Attest:

By: James R. McCain, Jr. Corporation Secretary

By: Karen Bowling Alvin Brown Mayor

In accordance with 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, and that provision has been made for the payment of monies provided therein to be paid.

C. Donald Belto
Director of Finance
CITY Contract No. 6733-35, 1st Amendment

Form Approval:

By: James R. McCain, Jr.
Office of General Counsel

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/17/2014

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.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Callaway Contracting, Inc. 10950 New Berlin Road Jacksonville, FL 32226	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	INSRD	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 AUTO ONLY: EA ACC \$ 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 OTHER	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		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: Design Build Services for minor - medium size civil engineering & park imporvement paojects (West Area)
 Certificate holder is named as an additional insured with respects to liability for work being performed by the named insured for the certificate holder

CERTIFICATE HOLDER

CANCELLATION 10 Days for Non-Payment

The City Of Jacksonville 117 W. Duval Street, Suite 480 Jacksonville, FL 32202	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>Regina S. Staley</i>
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