

6533-46
Amd 2

**SECOND 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 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 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 specific minor to medium size civil engineering and park improvement projects in the North Service 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 once previously; and

WHEREAS, said Agreement should be amended further by extending the period of service from March 2, 2015, through September 30, 2015, with no increase to the maximum indebtedness, such maximum indebtedness remaining an amount not-to-exceed \$12,000,000.00 for the period September 2, 2009, through September 30, 2015, and 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. The total maximum indebtedness shall remain a not-to-exceed amount of \$12,000,000.00.

SAVE AND EXCEPT as expressly amended by this instrument, the provisions, terms, and conditions of said Agreement, as previously amended, 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:

J. B. COXWELL CONTRACTING, INC., a Florida corporation

Witness:

By:

V Wayne Whiting

By:

Name: Sam E. Mousa, P.E.

Its: Executive Vice President

Witness:

By:

Elaine Smith

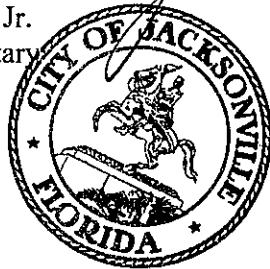
FOR OWNER:

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

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

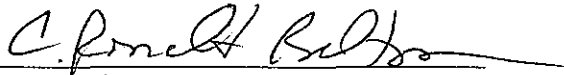
Encumbrance and funding information for internal City use:


Account.....

Amount.....\$

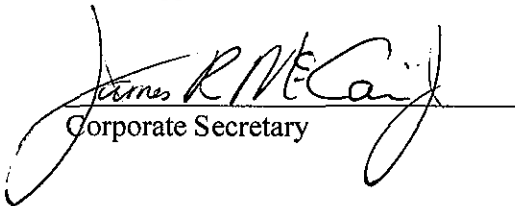
This above stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the foregoing contract. It shall be encumbered by one (1) or more subsequently issued purchase(s) that must reference the foregoing Contract. All financial examinations and funds control 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 #6533-46, Amd #2


Form Approve



Corporate Secretary

Contract Encumbrance Data Sheet follows immediately.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/15/2014

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
INSURED J. B. COXWELL CONTRACTING, INC. 6741 LLOYD ROAD, WEST JACKSONVILLE FL 32254	E-MAIL ADDRESS: hriles@johnsonandcompany.net
	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: Zurich American Insurance Co 16535
	INSURER B: American Guarantee & Liab Ins 26247
	INSURER C: The Phoenix Insurance Company 25623
	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 INSR	SUBR 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
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
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			AUC 0084389-00	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input type="checkbox"/> CLAIMS-MADE					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
C	Contractors Equipment			QT-660-7133P614-TIL-15	1/1/2015	1/1/2016	E.L. DISEASE - POLICY LIMIT \$
							Leased/Rented \$500,000 Max 2% Deductible Per Item \$5,000 Min

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

RE: Various Specific Minor-Medium Size Civil Engineering and Park Improvement Projects within the Scope of Work provided on Exhibit "A" of the Master Contract. City of Jacksonville is additional insured under the commercial general liability coverage.

CERTIFICATE HOLDER

City of Jacksonville, a Florida Municipal Corporation
Department of Public Works
Chief of Engineer and Construction Division
214 N. Hogan Street, 10th Floor
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)
1/7/2015

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 E-MAIL ADDRESS: dparatore@cwpowellins.com	FAX (A/C, No): (904) 353-5722
	INSURER(S) AFFORDING COVERAGE	
INSURED J B Coxwell Contracting Inc dba Whitehouse Recycling 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"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED 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	N/A	0196-07301	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							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: Various Specific Minor-Medium Size Civil Engineering and Park Improvement Projects within the Scope of Work provided on Exhibit "A" of the Master Contract.

CERTIFICATE HOLDER City of Jacksonville, a Florida Municipal Corporation Department of Public Works Chief of Engineer and Construction Division 214 N. Hogan Street, 10th Floor 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
--	--

SUBJECT: DESIGN BUILD SERVICES FOR VARIOUS MINOR-MEDIUM SIZE CIVIL/PARKS (NORTH 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 (6533-46) to J.B. Coxwell Contracting, Inc. for the period from March 2nd, 2015 thru September 30th, 2015 with the maximum indebtedness to the city remaining at \$12,000,000.00 for continued services within the North 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

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>51</u>	MEMBERS DISAPPROVING _____	DATE: <u>02/26/15</u>
<u><i>Stanley M. Lynch</i></u>	_____	OTHER _____
<u><i>[Signature]</i></u>	_____	
<u><i>[Signature]</i></u>	_____	
<u><i>James R. McC...</i></u>	_____	
<u><i>[Signature]</i></u>	_____	

ACTION OF AWARDING AUTHORITY _____ DATE 2/26/15
APPROVED *EA* _____ 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