

7357-17

Amd 1

**FIRST AMENDMENT TO CONTRACT
(PAID BY SUBSEQUENT PURCHASE ORDERS)**

BETWEEN

THE CITY OF JACKSONVILLE

AND

W.R. TOWNSEND CONTRACTING, INC.

FOR

STORMWATER OUTFALL DITCH CLEANING AND REHABILITATION

THIS FIRST AMENDMENT to Contract for stormwater outfall ditch cleaning and rehabilitation is executed as of this 26 day of Oct, 2015, by and between the CITY OF JACKSONVILLE, FLORIDA (hereinafter the "Owner" or the "City"), a municipal corporation in Duval County, Florida, and W.R. TOWNSEND CONTRACTING, INC. (hereinafter the "Contractor"), a Florida profit corporation with principal office at 1465 County Road 210 West, St. Johns, Florida 32259.

RECITALS:

WHEREAS, on July 9, 2014, City and Contractor made and entered into City of Jacksonville Contract No. 7357-17 (hereinafter the "Contract"); and

WHEREAS, said Contract has not been amended previously; and

WHEREAS, said Contract should be amended by providing additional funding in the amount of \$1,000,000.00 for the period October 1, 2015, through September 30, 2017, so as to increase the maximum indebtedness to a total cumulative amount not-to-exceed \$2,500,000.00 for the period July 9, 2014, through September 30, 2017, and by exercising the first of two (2) renewal options so as to extend the term of said Contract by two (2) years to September 30, 2017, with one (1) two (2) year renewal option remaining, with all other provisions, terms, and conditions of said Contract remaining unchanged; now therefore

IN CONSIDERATION of said Contract and of other good and valuable consideration acknowledged by the parties to be legally sufficient, the parties agree to amend said Contract as follows:

1. Section 2 of said Contract is amended in part by providing additional funding in the amount of \$1,000,000.00 for the period October 1, 2015, through September 30, 2017, so as to increase the maximum indebtedness to a total cumulative amount not-to-exceed \$2,500,000.00 for the period July 9, 2014, through September 30, 2017, and as amended shall read as follows:

“2. The Contractor will at its own cost and expense do the work required to be done and furnish the materials required to be furnished on said work in accordance with plans and specifications prepared by the Right of Way and Stormwater Maintenance Division of the City of Jacksonville’s Department of Public Works, RFQ numbered RFQ-0053-14, RFQ dated March 26, 2014, designated as *Request for Qualifications for Stormwater Outfall Ditch Cleaning and Rehabilitation*, and strictly in accordance with the advertisement calling for bids, plans, specifications, blueprints, addenda, requirements of the City of Jacksonville, proposal of the said Contractor, and award therefor (hereinafter collectively the “Contract Documents”) now on file in the Office of the Chief of the Procurement Division of the City of Jacksonville, all of which are, by this reference, hereby specifically made a part hereof to the same extent as if fully set out herein, in a total amount not-to-exceed TWO MILLION FIVE HUNDRED THOUSAND AND 00/100 USD (\$2,500,000.00), at and for the prices and on the terms contained in the Contract Documents.”

2. Section 3 of said Contract is amended by exercising the first of two (2) renewal options so as to extend the term of said Contract by two (2) years to September 30, 2017, with one (1) two (2) year renewal option remaining, and as amended shall read as follows:

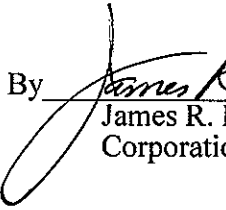
“3. This Agreement shall commence on the day and year first above written and shall continue and remain in full force and effect thereafter until September 30, 2017,

or earlier termination. This Agreement may be renewed for one (1) additional two (2) year period upon provisions, terms, and conditions mutually agreeable to the parties.”

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

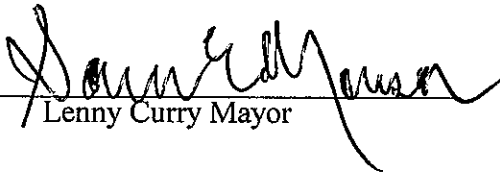
IN WITNESS WHEREOF, the parties hereto have duly executed this First Amendment, in duplicate, the day and year first above written.

ATTEST:

By  _____
James R. McCain, Jr.
Corporation Secretary




CITY OF JACKSONVILLE, FLORIDA

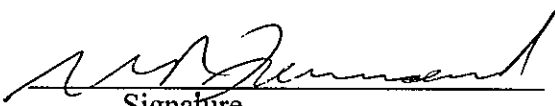
By  _____
Lenny Curry Mayor

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


WITNESS:

 _____
Signature
Jim Duss
Type/Print Name
ESTIMATOR
Title

W.R. TOWNSEND CONTRACTING, INC.

 _____
Signature
W. R. TOWNSEND
Type/Print Name
PRESIDENT
Title

Form Approve

 _____
Office of General Counsel

Encumbrance and funding information for internal City use:

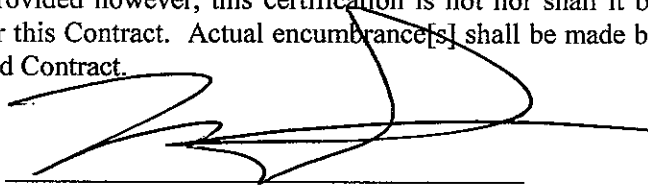
Account..... PWGM461SW-03410

Amount.....\$1,000,000.00

TOTAL.....\$2,500,000.00

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 #7357-17, Amd #1



Contract Encumbrance Data Sheet follows immediately.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/21/2015

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 endorsements(s).

PRODUCER Iron Fidelity Insurance Services, LLC
2004 LaPrada Pkwy
Mesquite, TX 75150

CONTACT NAME:

PHONE (A/C, No, Ext):

FAX (A/C, No):

E-MAIL ADDRESS:**INSURERS AFFORDING COVERAGE****NAIC#**

INSURER A: XL Specialty Insurance Company

37885

INSURED

Payroll Management Inc
348 Miracle Strip Pkwy Suite 39 Building H
Fort Walton Beach, FL 32548

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 NAME 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	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> 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			Not Applicable			EACH OCCURRENCE \$ XXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXX MED EXP (Any one person) \$ XXXXXX PERSONAL & ADV INJURY \$ XXXXXX GENERAL AGGREGATE \$ XXXXXX PRODUCTS-COMP/OP AGG \$ XXXXXX \$ XXXXXX
	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			Not Applicable			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXX BODILY INJURY (Per person) \$ XXXXXX BODILY INJURY (Per accident) \$ XXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXX \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			Not Applicable			EACH OCCURRENCE \$ XXXXXX AGGREGATE \$ XXXXXX \$ XXXXXX \$ XXXXXX \$ XXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N <input type="checkbox"/> (Mandatory in NH) If yes, describe under <input type="checkbox"/> DESCRIPTION OF OPERATIONS below		N/A	RWE943545301	05/01/2015	05/01/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000.00 E.L. DISEASE-EA EMPLOYEE \$ 1,000,000.00 E.L. DISEASE-POLICY LIMIT \$ 1,000,000.00

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

THIS CERTIFICATE CONFERS NO ADDITIONAL INSURED RIGHTS UPON THE CERTIFICATE HOLDER. // Only the co-employees but not subcontractors of W.R.TOWNSEND CONTRACTING, INC DBA W.R. TOWNSEND CONTRACTING // *COVERAGE ONLY APPLIES TO ACTIVE W.R. TOWNSEND *COVERAGE ONLY APPLIES TO INJURIES INCURRED BY PAYROLL MANAGEMENT INC. & SUBSIDIARIES ACTIVE EMPLOYEE(S) WHILE WORKING IN THE STATE OF FLORIDA.*COVERAGE DOES NOT APPLY TO STATUTORY EMPLOYEE(S) OR INDEPENDENT CONTRACTOR(S) OF THE CLIENT COMPANY OR ANY OTHER ENTITY.*DOES NOT COVER USL&H. EMAIL PAYROLL@PMIPEO.COM FOR ACTIVE EMPLOYEE LIST

CERTIFICATE HOLDER

2050

CANCELLATION

CORPORATION SECRETARY AND ASSISTANT GENERAL COUNSEL
OFFICE OF GENERAL COUNSEL
117 W DUVAL STREET SUITE 480
Jacksonville, FL 32202

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
Adam Goldberg

Adam Goldberg

SUBJECT: R.F.Q. FOR STORMWATER OUTFALL DITCH CLEANING AND REHABILITATION

BID# RFQ-0053-14

OPEN DATE: 2014-03-26

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT:

CONSTRUCTION SUPPLY- FROM CONTRACT DATE THROUGH SEPTEMBER 30, 2015, WITH TWO (2) TWO (2) YEAR RENEWAL OPTIONS

AGENCY: ROW & GROUNDS

BASIS OF AWARD: PRE-QUALIFICATION

NUMBER OF BIDS INVITED 12 NUMBER RECEIVED 8 OTHER 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

Subject bid was awarded on 05/05/14 to the following seven (7) pre-qualified vendors: Jax Utilities Management, Inc.(Contract #8258-16), Callaway Contracting, Inc.(Contract #6733-41), W.R. Townsend Contracting, Inc.(Contract #7357-17), Tim Prep, Inc.(Contract #7373-05), United Service Connection, Inc.(Contract #8877-13), Florida Native Nursery, Inc.(Contract #10018), and Evans Contracting, Services, Inc. (Contract #10013) in the amount of \$1,500,000.00. Recommend approval to utilize the First Renewal Option to the seven (7) pre-qualified vendors: Jax Utilities Management, Inc., Callaway Contracting, Inc., W.R. Townsend Contracting, Inc., Tim Prep, Inc., United Service Connection, Inc., Florida Native Nursery, Inc., and Evans Contracting Services, Inc., in the annual expenditure amount of \$1,000,000.00, with a maximum indebtedness not-to-exceed \$1,000,000.00 for contract . Total revised expenditure amount not-to-exceed \$2,500,000.00. Period of Service will be from October 1, 2015 through September 30, 2017, with one (1) two (2) year renewal option remaining.

Funding for this award to be encumbered by account: PWGM461SW-03410 to be executed by contract amendment through Office of General Counsel and processed via individual purchase order(s) once competitively bid by all firms.

This award is subject to appropriation by the City in the fiscal year beginning October 1, 2015. No funds have been appropriated to date. The City has no obligation for payment and work hereunder is not authorized unless funds are

BUYER: [Signature]
DANIEL PEARSON

RESPECTFULLY SUBMITTED: [Signature]
For: GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: Steve D. Long, Jr., P.E., Chief, Right of Way and Stormwater Maintenance Division

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)

ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING _____ DATE: 8/06/15

OTHER: _____

ACTION OF AWARDDING AUTHORITY DATE: 8/06/15

APPROVED [Signature] DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION [Signature]

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