

6533-46
Amd 1

**FIRST 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 FIRST AMENDMENT to Agreement is made and entered into this 6 day of Oct, 2014, 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 - 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, 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 \$2,000,000.00 for the period September 2, 2014, through March 1, 2015, so as to increase the maximum indebtedness to an amount not-to-exceed \$12,000,000.00 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 \$2,000,000.00 for the period September 2, 2014, through March 1, 2015, so as to increase the

maximum indebtedness to an amount not-to-exceed \$12,000,000.00 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 \$2,000,000.00 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 \$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.

[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:

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

Witness:

By: _____

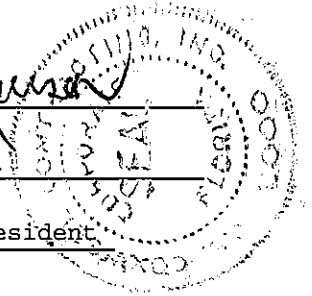
Ward Ward

By: _____

Sam E. Mousa

Name: Sam E. Mousa, P.E.

Its: Executive Vice President



Witness:

By: _____

Robert Smith

**FOR OWNER:
Chief Administrative Officer
CITY OF JACKSONVILLE, a
Florida municipal corporation
Executive Order No. 2013-04**

Attest:

By: _____

James R. McCain, Jr.
Corporation Secretary



Alvin Brown
Mayor

Alvin Brown

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. Ronald Belton

Director of Finance
CITY Contract No. 6553-46, 1st Amendment

CR

Form Approval:

By: _____

Office of General Counsel

James R. McCain