

6733-41
Amd 1

**FIRST AMENDMENT TO CONTRACT
(PAID BY SUBSEQUENT PURCHASE ORDERS)
BETWEEN
THE CITY OF JACKSONVILLE
AND
CALLAWAY 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 CALLAWAY CONTRACTING, INC. (hereinafter the "Contractor"), a Florida profit corporation with principal office at 10950 New Berlin Road, Jacksonville, Florida 32226.

RECITALS:

WHEREAS, on July 1, 2014, City and Contractor made and entered into City of Jacksonville Contract No. 6733-41 (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 1, 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 1, 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)

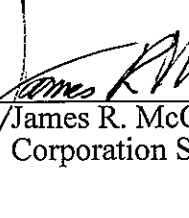
year period upon provisions, terms, and conditions mutually agreeable to the parties.”

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:

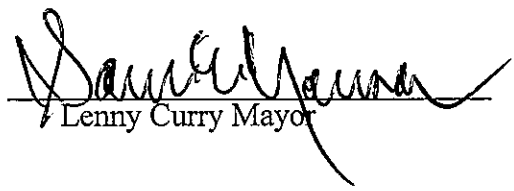
By


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

Michael B. Callaway
Type/Print Name

Sec. SAsAs.
Title

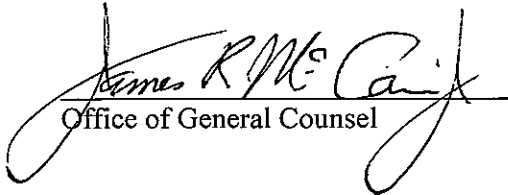
CALLAWAY CONTRACTING, INC.


Signature

Patricia S. Callaway
Type/Print Name

President
Title

Form Approve


Office of General Counsel

Encumbrance and funding information for internal City use:

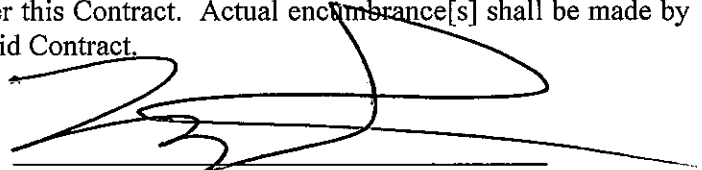
Account..... PWGM461SW-03410

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 #6733-41, Amd #1



Contract Encumbrance Data Sheet follows immediately.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/12/2015

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 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 Jobsite Pollution \$100,000 Empl Benf Liab 1Mill/1Mill	04/01/15	04/01/16	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	04/01/15	04/01/16	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				
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	04/01/15	04/01/16	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$ \$ \$
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	04/01/15	04/01/16	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
C		Rented Equip.	QT6602997N524	04/01/15	04/01/16	\$250,000/\$500,000

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

RE: Contract 6733-41, Stormwater Outfall Ditch Cleaning and Rehabilitation
 The City of Jacksonville is named as an additional insured with respects to liability for work being performed by the named insured for the certificate holder

CERTIFICATE HOLDER City of Jacksonville Department of Public Works 214 North Hogan Street 10th Floor 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>Regina S. Hately</i>
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