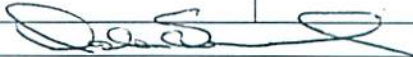




AGREEMENT/CONTRACT REVIEW FORM		MEETING DATE
DO NOT PLACE ITEMS ON AN AGENDA UNTIL REVIEW IS COMPLETED		
DATE:	June 6, 2016	
Staff Member Preparing Form:	Shawn D. Thomas 	
Department Submitting Contract:	Engineering and Public Works Department – Engineering Division	
Vendor Name:	J.B. Coxwell Contracting, Inc.	
Contract Title:	Supplemental Agreement #3 for Bear Run Drainage Contract #14/15-156	
RECEIVED		
JUN - 9 2016		
Clay County Attorney's Office		
SUMMARY (TO BE COMPLETED BY DEPARTMENT)		
1. New Contract	Y (N)	9. Contract Amount (*Detail negotiation efforts below) \$644,245.45 P \$5,000.00
2. Renewal/Amend. (Supplement)	(Y) N	10. Last Year's Price (*If increase explain below) N/A
3. Sole Source (**explain below)	Y** (N)	11. Date of Original Contract: July 28, 2015
4. Quotes/bid policy met	(Y) N	12. Number of Renewals N/A
5. Need to waive bid policy	Y (N)	13. Length of Term: 125 Days + 0 Days
6. Automatic renewal	(n/a) N	
7. Standard Addendum Executed	(Y) N	Agreement Purpose: to secure funding for J.B. Coxwell's additional cost of the excavation and removal of unsuitable material that were unexpected encountered in the construction of the detention pond. The work was performed in December and it has taken six months to agree on the cost for the extra effort.
8. Advance Payment Required	Y (N)	
Funding Source	COMMENTS	
Account Number: 305-6024-563000		
Account Name: Bear Run Stormwater - Infrastructure		


Approvals

Purchasing: 	No Changes	With Changes
Review Date: 6-8-16		✓


Recommended Changes: _____

- * See Correction on pg 1 of 3; third WHEREAS
- * See Correction on pg 2 of 3; item number 2 and signature box
- * Document calls out four pages but there are only three?

Budget: 	No Changes	With Changes
Review Date: 6-8-16	✓	

Finance: 	No Changes	With Changes
Review Date: 6/9/16	✓	

*Price Negotiation Efforts: _____

County Attorney: 	No Changes	With Changes
Review Date: 06-09-16	✓	

** Sole Source Explanation:

* All comments have been addressed and/or incorporated into the Agreement. 

RECEIVED
 ENGINEERING DIVISION
 JUN 15 2 15



CLAY COUNTY, FLORIDA
SUPPLEMENTAL AGREEMENT

Page 1 of 3
NO. 3

County Project, Bear Run Drainage Improvements

Road No. (s) Not Applicable

THIS SUPPLEMENTAL AGREEMENT for Bear Run Drainage Improvements (this "Contract") is entered into as of the _____ day of _____, 2016, between **Clay County**, a political subdivision of the State of Florida (the "County"), by and through its Board of County Commissioners (hereinafter referred to as the "Board"), and **J.B. Coxwell Contracting, Inc** a Florida corporation (the "Contractor"), whose address is 6741 Lloyd Rd West, Jacksonville, FL 32254

WHEREAS, the County previously contracted with the Contractor to perform construction for the Bear Run Drainage Improvements Project (the Project) executed on July 28, 2015 as Contract #14/15-150, and

WHEREAS, during the course of implementing the Project, an area of isolated unsuitable material was discovered while excavating the proposed retention pond. This material was outside of the original soil boring locations, and

WHEREAS, compensation is necessary for extra expenses incurred by the Contractor for the removal of the unsuitable material, and

WHEREAS, it is the desire of the County to quantify and modify the existing Contract to accommodate for the additional work necessary to be performed by the Contractor, and

WHEREAS, compensation to the Contractor is necessary to perform the modified scope of this project. The compensation to the Contractor was based on the price proposal provided by the Contractor and negotiated by the County, and

NOW THEREFORE, the parties agree as follows:

1. The Contractor and the County are in agreement with the terms and provisions of this Supplemental Agreement, and

- 2. The quantity changes are specifically identified herein on page 3 of 3 of this Supplemental Agreement, and
- 3. The Contractor shall receive a supplemental increase in the contract for a Lump Sum Amount of \$5,000.00 for the additional work performed, and
- 4. It is further agreed that this Supplemental Agreement shall not alter or change in any manner the force and effect of the original Contract No. 14/15-150, including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement.

Additional Calendar Days Granted:

0 Calendar Days

Change In Contract Amount:

Original Contract	<u>\$616,794.60</u>
SA #1	<u>\$26,890.85</u>
SA # 2	<u>\$ 560.00</u>
SA # 3	<u>\$ 5,000.00</u>
Revised Contract	\$649,245.45

J.B. Coxwell Contracting, Inc
Contractor

BY: _____
(Print: _____)

Its: _____

ATTEST:

BY: _____
(Print: _____)

CLAY COUNTY, a political
subdivision of the State of Florida by
and through its Board of County
Commissioners

BY: _____
Diane Hutchings, Its Chairman

DATE: _____

ATTEST: _____
S.C. Kopelousos
County Manager



J.B. Coxwell Contracting, Inc.
6741 Lloyd Road West
Jacksonville, Florida 32254
Office (904) 786-1120 Fax (904) 783-2970

April 19, 2016

Stephen E. Koterak
Sr. Project Manager
Clay County Engineering Div.
P O Box 1366
Green Cove Springs, FL 32043

RE: Contract No: 14/15-150
Bear Run Drainage Improvements
County: Clay
Unsuitable Disposal at Bear Run

Dear Mr. Koterak:

As discussed and agreed J. B. Coxwell Contracting, Inc. (JBCCI) hauled and disposed of 123 loads of A-2-6 and A-8 classified soil from the storm-water pond. In an effort to partner with the County and closeout the referenced project JBCCI will provide the service for \$50.00 per load, which is half the proposed \$100.00 per load quoted price.

The breakdown is as follows

Unsuitable Material Disposal

123/LDs

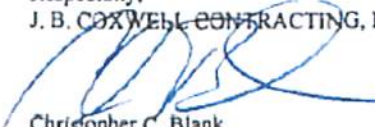
1 LS
\$50.00/LD

equals

~~\$6,150.00~~
\$15,000.00 VWW

Attached you will find the tickets and summaries for your review. Your prompt consideration and approval for this additional compensation is greatly appreciated. If I can be of further assistance please let me know.

Respectfully,
J. B. COXWELL CONTRACTING, INC.


Christopher C. Blank
Vice President Operations

Stephen per
our phone
conversation
Please proceed
with closing
out Bear Run
Drainage.
V. Ward

Ltr 7

CG C059919 * CU C053986
An Equal Opportunity Employer