

7954-07
Amd 2

**SECOND AMENDMENT TO CONTRACT
BETWEEN
THE CITY OF JACKSONVILLE
AND
PREFERRED MATERIALS, INC.,
(f/k/a OLDCASTLE SOUTHERN GROUP, INC.,
d/b/a APAC-SOUTHEAST, INC.)
FOR
CONTINUOUS ASPHALT RESURFACING IN THE NORTH AREA**

THIS SECOND AMENDMENT to Contract is executed this 18 day of March, 2014, by and between the CITY OF JACKSONVILLE, FLORIDA (hereinafter the "Owner" or the "City"), a municipal corporation in Duval County, Florida, and PREFERRED MATERIALS, INC. (f/k/a OLDCASTLE SOUTHERN GROUP, INC., d/b/a APAC-SOUTHEAST, INC. (hereinafter "APAC")), a foreign profit corporation authorized to do business in Florida with an office at 11482 Columbia Park Drive West, Suite 3, Jacksonville, Florida 32258, for continuous asphalt resurfacing in the North Area (hereinafter the "Project").

RECITALS:

WHEREAS, on October 4, 2012, City and APAC made and entered into City of Jacksonville Contract No. 7954-07 (hereinafter the "Contract"); and

WHEREAS, said Contract has been amended once previously; and

WHEREAS, effective February 3, 2014, APAC changed its name to Preferred Materials, Inc.; and

WHEREAS, said Contract should be amended to recognize said name change and to provide for the substitution of Preferred Materials, Inc. for APAC as a party to said Contract and all of its amendments, with all other provisions, terms, and conditions of said Contract remaining unchanged; now therefore

IN CONSIDERATION of the Contract and of the mutual covenants hereinafter contained and for other good and valuable consideration admitted by the parties to be legally sufficient, the parties agree to amend said Contract 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. APAC has changed its name to Preferred Materials, Inc. Accordingly, Preferred Materials, Inc. shall take the place of APAC in said Contract and all amendments thereto. Preferred Materials, Inc. shall be responsible and liable for all the work, requirements, duties, and obligations of APAC pursuant to said Contract and all amendments thereto, and Preferred Materials, Inc. shall be entitled to all rights of APAC pursuant to said Contract and all amendments thereto.

3. Whenever the names "Oldcastle Southern Group, Inc.", "APAC-Southeast, Inc.", or "Contractor" are used in said Contract or amendments thereto, those names shall mean and include "Preferred Materials, Inc."

SAVE AND EXCEPT as expressly amended in and by this instrument, the provisions, terms, and conditions of said Contract of October 4, 2012 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 parties hereto have duly executed this Second

Amendment in duplicate the day and year first above written.

ATTEST:

CITY OF JACKSONVILLE, FLORIDA

By James R. McCain, Jr.
Corporation Secretary

By Alvin Brown
Alvin Brown, Mayor



OWNER
Karen Bowling
Chief Administrative Officer
For: Mayor Alvin Brown
Under Authority of:
Executive Order No. 2013-04

ATTEST:

PREFERRED MATERIALS, INC.
f/k/a OLDCASTLE SOUTHERN GROUP, INC.
d/b/a APAC-SOUTHEAST, INC.

Melinda Lewis
Signature

John W. Taylor
Signature

Melinda Lewis
Type/Print Name

John W. Taylor
Type/Print Name

Assistant Secretary
Title

Vice President
Title

CONTRACTOR

Form Approved:

James R. McCain, Jr.
Office of General Counsel

In compliance with the Ordinance Code of the City of Jacksonville, I do certify that there is an unexpanded, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing Agreement and that provision has been made for the payment of the monies provided therein to be paid.

L. Ronald Belton

Director of Finance

7954-07 Amd #2

RS