

7954-07  
Amd 3

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

BETWEEN

**THE CITY OF JACKSONVILLE**

AND

**PREFERRED MATERIALS, INC.**

FOR

**CONTINUOUS ASPHALT RESURFACING IN THE NORTH AREA**

**THIS THIRD AMENDMENT** to Contract is executed this 29 day of Aug,

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. (hereinafter the "Contractor"), 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 Contractor made and entered into City of Jacksonville Contract No. 7954-07 (hereinafter the "Contract"); and

**WHEREAS**, said Contract has been amended twice previously; and

**WHEREAS**, said Contract should be amended by exercising the second and final one-year renewal option so as to extend the period of service from October 1, 2014, through September 30, 2015, subject to earlier termination, and by increasing the maximum indebtedness by \$4,000,000.00 for the service period October 1, 2014, through September 30, 2015, to a new total maximum indebtedness not-to-exceed \$12,000,000.00, 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. Section 2 of said Contract is amended in part by increasing the maximum indebtedness by \$4,000,000.00 for the service period October 1, 2014, through September 30, 2015, to a new total maximum indebtedness not-to-exceed \$12,000,000.00 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 Thomas H. Goldsbury, Public Works Department, bid numbered CS-0525-12, bid date May 23, 2012, designated as *SPECIFICATIONS FOR CONTINUOUS ASPHALT RESURFACING NORTH, WEST AND SOUTHEAST AREAS DUVAL COUNTY 2012-13*, 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 Division 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 for an amount not-to-exceed TWELVE MILLION AND 00/100 DOLLARS (\$12,000,000.00), at and for the prices and on the terms contained in the Contract Documents; *provided however*, the above-stated amount shall not be encumbered by this Contract. Instead, it will be encumbered in whole or in part by subsequently issued purchase order[s] referencing and incorporating the terms and conditions of this Contract and such purchase order[s] shall be binding upon the parties hereto. Such purchase order[s] shall contain the certification of the Director of Finance as required by Section

24.103(e), *Ordinance Code*. All funds control checking shall be made and performed at the time such purchase order[s] are issued.”

3. Section 6 of said Contract is amended in part by exercising the second and final one-year renewal option so as to extend the period of service from October 1, 2014, through September 30, 2015, subject to earlier termination, and as amended shall read as follows:

“6. The term of this Contract shall commence as of October 1, 2012, and shall continue in full force and effect as to all of its provisions, terms, and conditions, unless earlier terminated as provided in the Contract Documents, until September 30, 2015.”

**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 Third

Amendment in duplicate the day and year first above written.

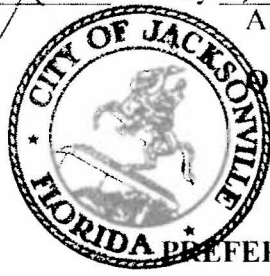
Karen Bowling  
Chief Administrative Officer

ATTEST:

For: Mayor Alvin Brown  
CITY OF JACKSONVILLE, FLORIDA  
Under Authority of:  
Executive Order No. 2013-04

By James R. McCain, Jr.  
James R. McCain, Jr.  
Corporation Secretary

By Karen Bowling  
Alvin Brown, Mayor



OWNER

WITNESS:

PREFERRED MATERIALS, INC.

Melinda Lewis  
Signature

John W. Taylor  
Signature

Melinda Lewis  
Type/Print Name

John W. Taylor  
Type/Print Name

ASST SEC  
Title

Vice President  
Title

CONTRACTOR

Encumbrance & funding information, form approval, and Director of Finance certification for the City's internal use are on the following page 5.

**Encumbrance and funding information for internal City use:**

**Account.....PWCP32CRD549-69505-PW0070-01**

**Amount.....\$12,000,000**

**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 Order[s] that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such Purchase Order[s] are issued.**

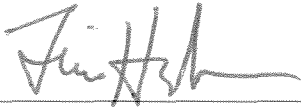
In accordance with Section 24.103(e), of the *Ordinance Code* of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; *provided however*, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrance[s] shall be made by subsequent purchase order[s], as specified above.



Director of Finance  
City Contract #7954-07, Amd #3



Approved as to form:



James R. McCain, Jr., Corporation Secretary  
Office of General Counsel