

6783-17
Amd 1

**FIRST AMENDMENT TO CONTRACT
(PAID BY SUBSEQUENT PURCHASE ORDERS)
BETWEEN
THE CITY OF JACKSONVILLE
AND
HUBBARD CONSTRUCTION COMPANY
FOR
COUNTYWIDE ASPHALT PAVEMENT PRESERVATION AND REHABILITATION**

THIS FIRST AMENDMENT to Contract is executed as of this 22 day of Aug, 2014, by and between the CITY OF JACKSONVILLE, FLORIDA, a municipal corporation in Duval County, Florida, (hereinafter the "Owner" or the "City"), and HUBBARD CONSTRUCTION COMPANY (hereinafter the "Contractor"), with principal address at 1936 Lee Road, Winter Park, Florida 32789, for countywide asphalt pavement preservation and rehabilitation (the "Project").

RECITALS:

WHEREAS, on March 18, 2014, City and Contractor made and entered into City of Jacksonville Contract No. 6783-17 (hereinafter the "Contract"); and

WHEREAS, said Contract has not been amended previously; and

WHEREAS, said Contract should be amended by increasing the maximum indebtedness by \$3,000,000.00 to a new maximum indebtedness not-to-exceed \$4,631,443.50 and by exercising the first of two renewal options so as to extend the period of service from October 1, 2014, through September 30, 2015, with one (1) renewal option remaining and with all other provisions, terms, and conditions of said Contract remaining unchanged; now therefore

IN CONSIDERATION of the premises and of the mutual covenants and agreements hereinafter contained, the parties 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. Section 2 of said Contract is amended in part by increasing the maximum indebtedness by \$3,000,000.00 to a new maximum indebtedness not-to-exceed \$4,631,443.50, and as amended shall read as follows:

“2. The Contractor will, at its own cost and expense, do the work required to be done on said Project and, if asked by the City, furnish the materials required to be furnished on said Project in accordance with plans and specifications prepared by the City of Jacksonville Department of Public Works entitled *Specifications for Countywide Asphalt Pavement Preservation and Rehabilitation*, City of Jacksonville Bid Number CS-0034-14, Bid Date January 8, 2014, 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 hereby specifically made a part hereof and incorporated herein by this reference to the same extent as if fully set out herein, for a total amount not-to-exceed FOUR MILLION SIX HUNDRED THIRTY-ONE THOUSAND FOUR HUNDRED FORTY-THREE AND 50/100 DOLLARS (\$4,631,443.50) for the Project, at and for the prices and on the terms contained in the Contract Documents; *provided however*, the above-stated amount will not be encumbered by this Contract. Instead, it will be encumbered in whole or in part by subsequently issued purchase order[s]. Such purchase order[s] shall be binding upon the parties hereto and must incorporate the provisions of this Contract. All

funds control checking shall be made and performed at the time such purchase order[s] are issued.”

3. Section 4 of said Contract is amended by exercising the first of two renewal options so as to extend the period of service from October 1, 2014, through September 30, 2015, with one (1) renewal option remaining, and as amended shall read as follows:

“4. The period of service of this Contract will commence on the date of the Award (February 19, 2014) and continue in full force and effect until September 30, 2015, unless earlier terminated as provided in the Contract Documents.”

4. Section 5 of said Contract is amended by exercising the first of two renewal options so as to extend the period of service from October 1, 2014, through September 30, 2015, with one (1) renewal option remaining, and as amended shall read as follows:

“5. This Contract may be renewed for one (1) period of one (1) year in the sole discretion of the Owner. Such renewal will be on terms and conditions that are mutually acceptable to both parties.”

SAVE AND EXCEPT as expressly amended herein, the provisions, terms, and conditions of said Contract of March 18, 2014, shall remain unchanged and shall continue in full force and effect.

[Remainder of page intentionally left blank. Signature page follows immediately.]

IN WITNESS WHEREOF, the parties hereto have duly executed this First Amendment in duplicate the day and year first above written.

ATTEST:

CITY OF JACKSONVILLE, FLORIDA

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



By *Karen Bowling*
Alvin Brown, Mayor

OWNER

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

WITNESS:

HUBBARD CONSTRUCTION COMPANY

Victoria Clark
Signature

Victoria Clark
Type/Print Name

Contract Administrator
Title

P. Frederick O'Dea, Jr.
Signature

P. Frederick O'Dea, Jr.
Type/Print Name

Vice President & Secretary
Title

CONTRACTOR

Encumbrance, funding information, and approval as to form for internal City use are contained on the following page.

Encumbrance and funding information for internal City use:

Account.....PWCP32DRD549-069505-PW0070-01

Amount.....\$4,631,443.50

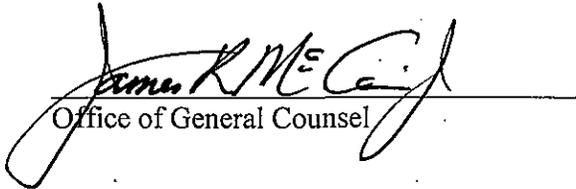
This above stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the foregoing contract. It shall be encumbered by one (1) or more subsequently issued Purchase Order[s] that must reference the foregoing Contract. All financial examinations and funds 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 in said Contract.



Director of Finance
City Contract #6783-17, Amd #1

Approved as to form:



Office of General Counsel