

6783-16
Amd 2

**SECOND AMENDMENT TO CONTRACT
(PAID BY SUBSEQUENT PURCHASE ORDERS)
BETWEEN
THE CITY OF JACKSONVILLE
AND
HUBBARD CONSTRUCTION COMPANY
FOR**

CONTINUOUS ASPHALT RESURFACING IN THE SOUTHEAST AREA

THIS SECOND AMENDMENT to Contract is executed this 7 day of Oct, 2014, by and between the CITY OF JACKSONVILLE, FLORIDA (hereinafter the "Owner" or the "City"), a municipal corporation in Duval County, Florida, and HUBBARD CONSTRUCTION COMPANY, a Florida profit corporation with principal office at 1936 Lee Road, Winter Park, Florida 32789 (hereinafter the "Contractor"), for continuous asphalt resurfacing in the Southeast Area.

RECITALS:

WHEREAS, on October 16, 2012, City and Contractor made and entered into City of Jacksonville Contract No. 6783-16 for Part "C" Southeast (hereinafter the "Contract"); and

WHEREAS, said Contract has been amended once 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, unless earlier terminated, 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 orders referencing and incorporating the terms and conditions of this Contract, and such purchase orders shall be binding upon the parties hereto. Such purchase orders 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 orders are issued.”

4. 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, unless earlier terminated, 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 this instrument, the provisions, terms, and conditions of said Contract of October 16, 2012, shall remain unchanged and shall continue in full force and effect.

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

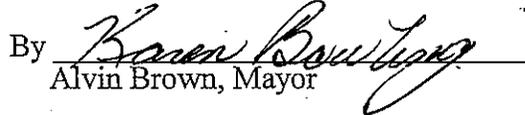
IN WITNESS WHEREOF, the parties hereto have duly executed this Contract, in duplicate, the day and year first above written.

ATTEST:

CITY OF JACKSONVILLE, FLORIDA

By 
James R. McCain, Jr.
Corporation Secretary

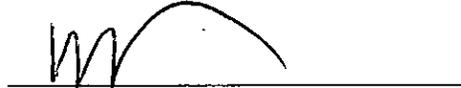


By 
Alvin Brown, Mayor

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

ATTEST:

HUBBARD CONSTRUCTION COMPANY


Signature

William Dumas
Type/Print Name

Assistant Secretary
Title


Signature

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

Vice President & Secretary
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.....Payment by purchase orders

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 Orders that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such Purchase Orders are issued.

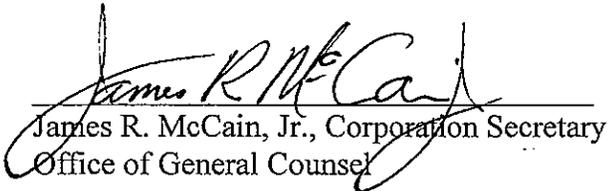
In accordance with Section 24.103(e), of the *Ordinance Code* of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; *provided however*, this certification is not nor shall it 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 #6783-16, Amd #2



Approved as to form:



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

