

## **SECOND EXTENSION AND AMENDMENT TO AGREEMENT FOR ANNUAL ASPHALT PAVING & RESURFACING SERVICES**

This Second Extension and Amendment to that certain Agreement to provide Annual Asphalt Paving & Resurfacing Services is entered into effective as of November 21, 2025, by and between Indian River County, a political subdivision of the State of Florida ("County") and M&M Asphalt Maintenance, Inc., dba All County Paving ("Contractor").

### **BACKGROUND RECITALS**

**WHEREAS**, the County and the Contractor entered into an Agreement for Annual Asphalt Paving & Resurfacing Services effective November 21, 2023; and

**WHEREAS**, Paragraph 3 of the Agreement contains the term and renewal provisions; and

**WHEREAS**, the first term commenced effective as of November 21, 2023, and ended on November 20, 2024; and

**WHEREAS**, the first renewal term commenced effective as of November 21, 2024, and will end on November 20, 2025; and

**WHEREAS**, pursuant to the Agreement, the parties desire to extend the Agreement for an additional one year; and

**WHEREAS**, the parties wish to Amend the Agreement to include new Termination for Breach language:

**NOW, THEREFORE**, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Contractor agree as follows:

1. The background recitals are true and correct and form a material part of this Second Extension and Amendment.
2. The second renewal term shall commence effective November 21, 2025, and shall end on November 20, 2026.
3. Article 11: Termination of Contract is amended to include:  
G. Termination for Breach: A vendor or service provider that breaches such contract during an emergency recovery period (1-year period that begins on that date that the Governor initially declared a state of emergency for a natural emergency) is to pay a \$5,000 penalty and damages, which may be either actual and consequential damages or liquidated damages.
4. All other terms and provisions of the Agreement shall be unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Second Extension and Amendment to be executed effective the day and year first set forth above.

M&M Asphalt Maintenance, Inc.,  
dba All County Paving

INDIAN RIVER COUNTY, FLORIDA.  
BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Printed name: \_\_\_\_\_  
Title: \_\_\_\_\_

(Corporate Seal)

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Joseph E. Flescher, Chairman

Attest: Ryan L. Butler, Clerk of Circuit Court  
And Comptroller

By: \_\_\_\_\_  
Deputy Clerk

Approved:

\_\_\_\_\_  
John A. Titkanich, Jr.  
County Administrator

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Jennifer W. Shuler  
County Attorney