

**SECOND AMENDMENT TO CONTINUING SERVICES AGREEMENT  
FOR PAVEMENT MANAGEMENT**

**THIS SECOND AMENDMENT** ("Second Amendment") is entered into and enforceable as of the last signature date affixed hereto ("Effective Date") by and between the CITY OF GAINESVILLE, FLORIDA, a municipal corporation ("City"), and PAVEMENT TECHNOLOGY, INC., an Ohio corporation registered to do business in Florida ("Contractor"), individually referred to as "Party" or collectively as "Parties."

**WHEREAS**, the City and Contractor entered into a Continuing Services Agreement for Pavement Management dated May 8, 2023; and First Amendment dated August 8, 2023; and

**WHEREAS**, the City and Contractor desire to amend the Agreement.

**NOW, THEREFORE**, the Parties agree as follows:

1. The Agreement is hereby amended to extend the term through September 30, 2027.
2. Paragraph 3.3 Living Wage Requirements are not applicable, as provided in Section 255.0992, Florida Statutes and will hereby be removed.
3. Paragraph 3.3 Living Wage, will hereby be replaced with the following clause:  
  

**3.3 ANTI-HUMAN TRAFFICKING.** On or before the Effective Date of this Contract and, in addition, on or before the effective date of each renewal or extension of this Contract, the Contractor shall provide the City with an affidavit, pursuant to Section 787.06(13), Fla. Stat., which is signed by an officer or a representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services as those terms are defined in Section 787.06(13), Fla. Stat.
4. Paragraph 3.4 Apprentice and Disadvantage Worker Requirements are not applicable, as provided in Section 255.0992, Florida Statutes and will hereby be removed.
5. Exhibit 1 to the Original Agreement is hereby replaced with Exhibit 1 to this Amendment to reflect updated fee schedule.
6. Except as modified by this Second Amendment, all terms and conditions of the Agreement shall remain in full force and effect.
7. This Second Amendment and First Amendment together with the Original Agreement, constitutes the entire Agreement between Parties.

**Signed by:**  
**PAVEMENT TECHNOLOGY, INC.:**  
 Signature: John Schlegel  
 Print Name: John Schlegel  
 Title: Vice President  
 Date: 8/27/2025

**DocuSigned by:**  
**CITY OF GAINESVILLE:**  
Cynthia Curry  
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 Cynthia W. Curry, City Manager  
 Date: 8/29/2025

**Signed by:**  
 Approved as to form and legality:  
Eouyouko Donalehi  
 City Attorney 08E9587577694A08/28/2025

**EXHIBIT 1: FEE SCHEDULE**

Asphalt Rejuvenation

<b>Asphalt Rejuvenation – Spec. 335-4</b>	<b>unit</b>	<b>10,000 - 25,000</b>	<b>25,001 – 50,000</b>	<b>50,001 – 100,000</b>	<b>100,001 – 250,000</b>	<b>Over 250,000</b>
Mobilization	Lump Sum	2687.50	2687.50	2687.50	2687.50	2687.50
After-Hours Mark-up	Percentage	20	20	20	20	20
Asphalt Rejuvenation	Square Yards	1.61	1.38	1.34	1.26	1.24
Asphalt Rejuvenation with TiO <sub>2</sub>	Square Yards	3.20	2.98	2.82	2.67	2.61