

CLAY COUNTY AGREEMENT/CONTRACT #2020/2021-151 AM1

**FIRST AMENDMENT TO AGREEMENT FOR CONTINUOUS ASPHALT
RESURFACING, PAVING AND SUPPLIES**

[Secondary Contractor: Duval Asphalt Products, Inc.]

This First Amendment to the Agreement for Continuous Asphalt Resurfacing, Paving and Supplies ("First Renewal") is made and entered into this 13th day of December, 2021, by and between Duval Asphalt Products, Inc., a Florida Profit Corporation ("Contractor"), and Clay County, a political subdivision of the State of Florida ("County").

RECITALS

WHEREAS, on April 13, 2021, the parties entered into the Agreement for Continuous Asphalt Resurfacing, Paving and Supplies, Clay County Agreement/Contract #2020/2021-151 ("Agreement"), incorporated herein by reference, wherein the Contractor agreed to serve as the secondary contractor to furnish and deliver all material and perform all Work required for continuous asphalt resurfacing, paving and supplies in accordance with the Agreement and Bid No. 20/21-24; and

WHEREAS, the Work is assigned by the County to the Contractor via a Purchase Order and/or Task Authorization setting forth the Work being authorized for the Contractor to perform; and

WHEREAS, payment is made by the County to the Contractor for all Work actually authorized and performed, at the unit costs for the items in the quantities actually provided (as opposed to the estimated quantity), in accordance with the Contractor's Price Sheet attached to the Agreement as Attachment C; and

WHEREAS, Section 2 of the Agreement provides that additional work, materials, or services, including scope, timing, and fees of such may be made a part of the Agreement by a written amendment; and

WHEREAS, the parties wish to amend Section 2 of the Agreement to reflect that additional work and fees may be addressed via an amendment or Purchase Order; and

WHEREAS, the current Price Sheet at Attachment C lists items 1-104 and the parties wish to amend Attachment C to add additional items 105-129 as set forth in the Price Sheet Addendum attached hereto; and

WHEREAS, the parties wish to enter into the First Amendment to add additional items 105-129 to the Agreement and amend Section 2 as set forth herein.

NOW THEREFORE, in consideration of the foregoing Recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby

waived, the parties agree as follows:

1. The Agreement is amended to include additional items 105-129 as set forth in the Price Sheet Addendum. The current Attachment C is hereby removed and replaced in its entirety with **Attachment C** attached to this First Amendment which includes the original Price Sheet listing items 1-104 and the Price Sheet Addendum listing items 105-129.

2. Section 2 of the Agreement is hereby supplemented and replaced in its entirety with the following:

SECTION 2. ADDITIONAL WORK AND FEES

If the County identifies or the Contractor recommends any additional work, materials, or services to be provided by the Contractor that are not covered under the Agreement but are beneficial to the work and/or project, such additional work, materials, or services, including scope, timing, and fees of such must be mutually agreeable between the County and the Contractor and approved by the County via a written amendment or a Purchase Order.

3. The Contractor hereby certifies that the Scrutinized Companies Certification that was executed in compliance with Section 287.135(5), Florida Statutes is still valid.

4. Except as expressly provided herein, all other terms and conditions of the Agreement not affected by this First Amendment are incorporated herein and shall remain in full force and effect.

5. The parties agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this First Amendment and have the same force and effect as manual written signatures. Each person signing on behalf of the parties represents and warrants that he/she has full authority to execute this First Amendment on behalf of such party and that the First Amendment will constitute a legal and binding obligation of such party.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date and year first written above.

DUVAL ASPHALT PRODUCTS, INC.

By: 
Chris Wright (Jan 14, 2022 13:35 EST)

Print Name: Chris Wright

Print Title: Assistant Secretary

**CLAY COUNTY, a political subdivision of the
State of Florida**

By: 
Howard Wanamaker (Jan 14, 2022 13:24 EST)

Howard Wanamaker
County Manager on behalf of the
Board of County Commissioners

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**AMENDED
ATTACHMENT C
TO AGREEMENT**

**REVISED
PRICE SHEET**



**BID NO. 20/21-24, CONTINUOUS ASPHALT
RESURFACING, PAVING AND SUPPLIES**

COMPANY NAME: Duval Asphalt Products, Inc.

MATERIAL FOR PICK-UP BY COUNTY

ITEM	DESCRIPTION	EST. QTY	UNIT	UNIT COST	EXTENDED COST
1	Asphaltic Concrete SP-12.5 Traffic Level B	500	TON	\$75.00	\$37,500.00
2	Asphaltic Concrete SP-12.5 Traffic Level C	250	TON	\$75.00	\$18,750.00
3	Asphaltic Concrete SP-9.5 Traffic Level B	250	TON	\$75.00	\$18,750.00
4	Asphaltic Concrete SP-9.5 Traffic Level C	250	TON	\$75.00	\$18,750.00
5	Milling	750	TON	\$25.00	\$18,750.00
6	Tack Coat (5 gallon container)	250	GAL	\$60.00	\$15,000.00

DELIVERY OF MATERIALS TO COUNTY LOCATION (FOB)

ITEM	DESCRIPTION	EST. QTY	UNIT	UNIT COST	EXTENDED COST
7	Asphaltic Concrete SP-9.5 Traffic Level B	250	TON	\$100.00	\$25,000.00
8	Asphaltic Concrete SP-12.5 Traffic Level B	500	TON	\$100.00	\$50,000.00
9	Asphaltic Concrete SP-12.5 Traffic Level C	250	TON	\$100.00	\$25,000.00
10	Asphaltic Concrete SP-9.5 Traffic Level C	250	TON	\$100.00	\$25,000.00
11	Milling	1,500	TON	\$50.00	\$75,000.00
12	Tack Coat (5 gallon container)	250	GAL	\$75.00	\$18,750.00

REVISED PRICE SHEET
PER ADDENDUM #1

REVISED PRICE SHEET

BID NO. 20/21-24, CONTINUOUS ASPHALT RESURFACING, PAVING AND SUPPLIES

COMPANY NAME: Duval Asphalt Products, Inc.

IN-PLACE ROADWAY MATERIALS

ITEM	DESCRIPTION	EST. QTY	UNIT	UNIT COST	EXTENDED COST
13	A-3 Fill	250	TON	\$30.50	\$7,625.00
14	Adjustment – Inlet Box	10	EA	\$3,750.00	\$37,500.00
15	Adjustment – Manhole	10	EA	\$1,600.00	\$16,000.00
16	Adjustment – Monument Box	5	EA	\$1,600.00	\$8,000.00
17	Adjustment – Valve Box	10	EA	\$1,600.00	\$16,000.00
18	Asphalt Base - SP-12.5 4 in. Thick 0 ft. to 2 ft. Wide	500	TON	\$168.00	\$84,000.00
19	Asphalt Base - SP-12.5 4 in. Thick More than 2 ft. to 4 ft. Wide	500	TON	\$168.00	\$84,000.00
20	Asphalt Pavement Removal	1,500	SY	\$5.00	\$7,500.00
21	Asphaltic Concrete SP-12.5 Traffic Level B	30,000	TON	\$135.00	\$4,050,000.00
22	Asphaltic Concrete SP-12.5 Traffic Level C	30,000	TON	\$135.00	\$4,050,000.00
23	Asphaltic Concrete SP-9.5 Traffic Level B	30,000	TON	\$135.00	\$4,050,000.00
24	Asphaltic Concrete SP-9.5 Traffic Level C	30,000	TON	\$135.00	\$4,050,000.00
25	Base Removal	3,000	SY	\$22.00	\$66,000.00
26	Crushed Concrete 6" (compacted in place)	2,000	SY	\$18.00	\$36,000.00
27	Crushed Concrete 8" (compacted in place)	2,000	SY	\$22.00	\$44,000.00
28	Erosion Control – Artificial Coverings	1,000	SY	\$6.00	\$6,000.00

REVISED PRICE SHEET
PER ADDENDUM #1

REVISED PRICE SHEET

BID NO. 20/21-24, CONTINUOUS ASPHALT RESURFACING, PAVING AND SUPPLIES

COMPANY NAME: Duval Asphalt Products, Inc.

IN-PLACE ROADWAY MATERIALS (continued)

ITEM	DESCRIPTION	EST. QTY	UNIT	UNIT COST	EXTENDED COST
29	Erosion Control – Baled Hay or Straw	50	EA	\$8.00	\$400.00
30	Erosion Control – Floating Turbidity Barrier	100	LF	\$13.00	\$1,300.00
31	Erosion Control – Sandbagging	100	CY	\$6.00	\$600.00
32	Erosion Control – Staked Silt Fence	1,000	LF	\$2.50	\$2,500.00
33	Erosion Control – Staked Turbidity Barrier	100	LF	\$9.00	\$900.00
34	Excavation for Widening Strip Construction	200	CY	\$35.00	\$7,000.00
35	Grassing “MULCH”	100	SY	\$1.25	\$125.00
36	Grassing “SEED” (Annual Rye)	5,000	SY	\$0.75	\$3,750.00
37	Grassing “SEED” (Brown Top Millet)	5,000	SY	\$1.00	\$5,000.00
38	Grassing “SEED” (Pensacola Bahia)	5,000	SY	\$1.50	\$7,500.00
39	Grassing “SEED” (St. Augustine)	5,000	SY	\$1.50	\$7,500.00
40	Grassing “SOD” (Pensacola Bahia)	1,000	SY	\$3.00	\$3,000.00
41	Grassing “SOD” (St. Augustine)	1,000	SY	\$3.00	\$3,000.00
42	Leveling Course	500	TON	\$120.00	\$60,000.00
43	Limerock 6” (compacted in place)	4,000	SY	\$17.00	\$68,000.00
44	Limerock 8” (compacted in place)	4,000	SY	\$19.00	\$76,000.00

REVISED PRICE SHEET
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REVISED PRICE SHEET

BID NO. 20/21-24, CONTINUOUS ASPHALT RESURFACING, PAVING AND SUPPLIES

COMPANY NAME: Duval Asphalt Products, Inc.

IN-PLACE ROADWAY MATERIALS (continued)

ITEM	DESCRIPTION	EST. QTY	UNIT	UNIT COST	EXTENDED COST
45	Milling - Over One Inch to Two Inches	50,000	SY	\$3.00	\$150,000.00
46	Milling - Over Three Inches to Four Inches	5,000	SY	\$4.75	\$23,750.00
47	Milling - Over Two Inches to Three Inches	10,000	SY	\$8.00	\$80,000.00
48	Milling - Zero to One Inch	30,000	SY	\$7.00	\$210,000.00
49	Mobilization - for Milling Less Than 5,000 SY	10	EA	\$2,500.00	\$25,000.00
50	Mobilization - for Placement of Less Than 50 Tons of Asphalt	10	EA	\$2,500.00	\$25,000.00
51	Painted Pavement Marking, Double Yellow (4")	10,000	LF	\$0.35	\$3,500.00
52	Painted Pavement Marking, Double Yellow (6")	10,000	LF	\$0.40	\$4,000.00
53	Painted Pavement Marking, Island Nose (Reflective Paint) (White)	1,000	LF	\$1.00	\$1,000.00
54	Painted Pavement Marking, Island Nose (Reflective Paint) (Yellow)	1,000	LF	\$1.00	\$1,000.00
55	Painted Pavement Marking, Skip (4") (White)	10,000	LF	\$0.50	\$5,000.00
56	Painted Pavement Marking, Skip (4") (Yellow)	10,000	LF	\$0.50	\$5,000.00
57	Painted Pavement Marking, Skip (6") (White)	10,000	LF	\$0.50	\$5,000.00
58	Painted Pavement Marking, Skip (6") (Yellow)	10,000	LF	\$0.50	\$5,000.00
59	Painted Pavement Marking, Skip/Solid (4") (Yellow)	10,000	LF	\$0.40	\$4,000.00
60	Painted Pavement Marking, Skip/Solid (6") (Yellow)	10,000	LF	\$0.50	\$5,000.00

REVISED PRICE SHEET
PER ADDENDUM #1

REVISED PRICE SHEET

BID NO. 20/21-24, CONTINUOUS ASPHALT RESURFACING, PAVING AND SUPPLIES

COMPANY NAME: Duval Asphalt Products, Inc.

IN-PLACE ROADWAY MATERIALS (continued)

ITEM	DESCRIPTION	EST. QTY	UNIT	UNIT COST	EXTENDED COST
61	Painted Pavement Marking, Solid (12") (White)	10,000	LF	\$1.25	\$12,500.00
62	Painted Pavement Marking, Solid (12") (Yellow)	10,000	LF	\$1.25	\$12,500.00
63	Painted Pavement Marking, Solid (18") (White)	10,000	LF	\$1.55	\$15,500.00
64	Painted Pavement Marking, Solid (18") (Yellow)	10,000	LF	\$1.55	\$15,500.00
65	Painted Pavement Marking, Solid (24") (White)	400	LF	\$2.00	\$800.00
66	Painted Pavement Marking, Solid (24") (Yellow)	400	LF	\$2.00	\$800.00
67	Painted Pavement Marking, Solid (4") (White)	10,000	LF	\$0.25	\$2,500.00
68	Painted Pavement Marking, Solid (4") (Yellow)	10,000	LF	\$0.25	\$2,500.00
69	Painted Pavement Marking, Solid (6") (White)	10,000	LF	\$0.30	\$3,000.00
70	Painted Pavement Marking, Solid (6") (Yellow)	10,000	LF	\$0.30	\$3,000.00
71	Painted, BIDIRECTIONAL ARROW	50	EA	\$65.00	\$3,250.00
72	Painted, Complete Handicap Parking Area	10	EA	\$125.00	\$1,250.00
73	Painted, DIRECTIONAL ARROW (LEFT/RIGHT)	50	EA	\$40.00	\$2,000.00
74	Painted, DIRECTIONAL ARROW (STRAIGHT)	50	EA	\$40.00	\$2,000.00
75	Painted, DO NOT BLOCK	20	EA	\$100.00	\$2,000.00
76	Painted, MERGE	50	EA	\$75.00	\$3,750.00

REVISED PRICE SHEET
PER ADDENDUM #1

REVISED PRICE SHEET

BID NO. 20/21-24, CONTINUOUS ASPHALT RESURFACING, PAVING AND SUPPLIES

COMPANY NAME: Duval Asphalt Products, Inc.

IN-PLACE ROADWAY MATERIALS (continued)

ITEM	DESCRIPTION	EST. QTY	UNIT	UNIT COST	EXTENDED COST
77	Painted, ONLY	20	EA	\$65.00	\$1,300.00
78	Painted, R/R	20	EA	\$75.00	\$1,500.00
79	Painted, SCHOOL	25	EA	\$100.00	\$2,500.00
80	Painted, Standard Bike Path Markings, Symbol with Arrow	20	EA	\$75.00	\$1,500.00
81	Painted, STOP	50	EA	\$65.00	\$3,250.00
82	Painted, YIELD	50	EA	\$65.00	\$3,250.00
83	Pavement Marking, Bi-Directional Raised	10,000	EA	\$4.00	\$40,000.00
84	Pavement Marking, Mono-Directional Raised	10,000	EA	\$4.00	\$40,000.00
85	Removal and Disposal of Unsuitable Material	500	CY	\$15.00	\$7,500.00
86	Saw Cutting Concrete Pavement (up to 6 inches thick)	500	LF	\$26.50	\$13,250.00
87	Shoulder Buildup Removal	1,000	CY	\$24.00	\$24,000.00
88	Shoulder Rework (less Fill)	500	SY	\$5.50	\$2,750.00
89	Tack Coat	5,000	GAL	\$10.00	\$50,000.00
90	Thermo, BIDIRECTIONAL ARROW	50	EA	\$155.00	\$7,750.00
91	Thermo, Complete Handicap Parking Area	10	EA	\$245.00	\$2,450.00
92	Thermo, DIRECTIONAL ARROW (LEFT/RIGHT)	50	EA	\$110.00	\$5,500.00

REVISED PRICE SHEET
PER ADDENDUM #1

REVISED PRICE SHEET

BID NO. 20/21-24, CONTINUOUS ASPHALT RESURFACING, PAVING AND SUPPLIES

COMPANY NAME: Duval Asphalt Products, Inc.

IN-PLACE ROADWAY MATERIALS (continued)

ITEM	DESCRIPTION	EST. QTY	UNIT	UNIT COST	EXTENDED COST
93	Thermo, DIRECTIONAL ARROW (STRAIGHT)	50	EA	\$110.00	\$5,500.00
94	Thermo, DO NOT BLOCK	20	EA	\$215.00	\$4,300.00
95	Thermo, ONLY	20	EA	\$125.00	\$2,500.00
96	Thermo, R/R	20	EA	\$153.00	\$3,060.00
97	Thermo, Standard, WHITE, SOLID, 12"	500	LF	\$5.00	\$2,500.00
98	Thermo, Standard, WHITE, SOLID, 24"	500	LF	\$7.00	\$3,500.00
99	Thermo, STOP	50	EA	\$125.00	\$6,250.00
100	Thermo, YIELD	50	EA	\$125.00	\$6,250.00
101	Turnout - 3' Asphalt Turnout with Graded Driveway	500	SY	\$10.00	\$5,000.00
102	Turnout - 3' Asphalt Turnout with Paved Driveway	500	SY	\$10.00	\$5,000.00
103	Type B Stabilization	10,000	SY	\$8.00	\$80,000.00
104	Widening Strip Base Compaction	800	SY	\$2.00	\$1,600.00

Total Bid Price, Items 1-104: \$ 18,172,510.00

Total Bid Price, Items 1-104, Written in Words:

Eighteen million, one hundred seventy-two thousand, five hundred ten dollars and zero cents

REVISED PRICE SHEET
PER ADDENDUM #1

PRICE SHEET ADDENDUM

To Add Additional Items (105-129)

BID NO. 20/21-24, CONTINUOUS ASPHALT RESURFACING, PAVING AND SUPPLIES

ITEM	DESCRIPTION	UNIT	UNIT COST
105	Adjustment – Miscellaneous Structure	EA	4000.00
106	Prime Coat	GAL	1.00
107	Saw Cutting Existing Asphalt Pavement	LF	5.00
108	Thermo, MERGE	EA	200.00
109	Thermo, SCHOOL	EA	250.00
110	Thermo, Standard Bike Path Markings, Symbol with Arrow	EA	350.00
111	Thermo, Solid (12") (Yellow)	LF	4.50
112	Thermo, Solid (18") (White)	LF	7.00
113	Thermo, Solid (18") (Yellow)	LF	7.00
114	Thermo, Solid (24") (Yellow)	LF	9.00
115	Thermo, Solid (4") (White)	LF	1.50
116	Thermo, Solid (4") (Yellow)	LF	1.50
117	Thermo, Solid (6") (White)	LF	1.50
118	Thermo, Solid (6") (Yellow)	LF	1.50
119	Rumble Strips (4)	Per Set	650.00
120	Thermo, Double Yellow (4")	LF	2.75
121	Thermo, Double Yellow (6")	LF	2.75

122	Thermo, Island Nose (Reflective Paint) White	LF	12.00
123	Thermo, Island Nose (Reflective Paint) Yellow	LF	12.00
124	Thermo, Skip (4") White	LF	1.00
125	Thermo, Skip (4") Yellow	LF	1.00
126	Thermo, Skip (6") White	LF	1.00
127	Thermo, Skip (6") Yellow	LF	1.00
128	Thermo, Skip/Solid (4") (Yellow)	LF	2.50
129	Thermo, Skip/Solid (6") (Yellow)	LF	2.50

COMPANY NAME:

Duval Asphalt Products, Inc.










Agreement #2020/2021-151 AM1 with Duval Asphalt Products, Inc., adding additional pay items #105-129 as shown in Attachment C

Final Audit Report

2022-01-14

Created:	2021-12-13
By:	Dan Littles (daniel.littles@claycountygov.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAm0RBeXKht2yjYHuASZhCuiEV9iNoyOuh

"Agreement #2020/2021-151 AM1 with Duval Asphalt Products, Inc., adding additional pay items #105-129 as shown in Attachment C" History

-  Document created by Dan Littles (daniel.littles@claycountygov.com)
2021-12-13 - 1:34:17 PM GMT
-  Document emailed to Howard Wanamaker (howard.wanamaker@claycountygov.com) for signature
2021-12-13 - 1:35:34 PM GMT
-  Email viewed by Howard Wanamaker (howard.wanamaker@claycountygov.com)
2021-12-13 - 5:00:34 PM GMT
-  Email viewed by Howard Wanamaker (howard.wanamaker@claycountygov.com)
2022-01-14 - 6:23:41 PM GMT
-  Document e-signed by Howard Wanamaker (howard.wanamaker@claycountygov.com)
Signature Date: 2022-01-14 - 6:24:48 PM GMT - Time Source: server
-  Document emailed to Chris Wright (cwright@duvalasphalt.com) for signature
2022-01-14 - 6:24:50 PM GMT
-  Email viewed by Chris Wright (cwright@duvalasphalt.com)
2022-01-14 - 6:34:22 PM GMT
-  Document e-signed by Chris Wright (cwright@duvalasphalt.com)
Signature Date: 2022-01-14 - 6:35:34 PM GMT - Time Source: server
-  Agreement completed.
2022-01-14 - 6:35:34 PM GMT