

ADDENDUM TO
AGREEMENT FOR ASPHALTIC CONCRETE INSTALLED

THIS ADDENDUM entered into this 9th day of March, 2005, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the **State of Florida**, hereinafter referred to as the "County", and **DOUGLAS ASPHALT COMPANY**, a Georgia corporation registered with the Florida Secretary of State, hereinafter referred to as "Douglas".

WHEREAS, the County entered into a an Agreement for Asphaltic Concrete Installed with Underground Utility Contractors, Inc., on October 1, 2003; and

WHEREAS, said Agreement was assigned to Douglas Asphalt Company by the County on September 8, 2004; and

WHEREAS, the County desires to extend the scope of services provided for under the subject Agreement to include Superpave and Marshall mixes.

FOR and IN CONSIDERATION of the sum of ten and no/100 dollars (\$10.00), and other mutually agreed upon consideration, the parties agree as follows:

1. The scope of services included in the Agreement for Asphaltic Concrete Installed entered into by the County with Underground Utility Contractors, Inc., dated October 1, 2003, and assigned to Douglas Asphalt Company by the

County on September 8, 2004, is hereby extended to include Superpave and Marshall mixes as set forth in the attached Exhibit "A".

2. All other provisions of said Agreement shall be in full effect.

3. Time of the essence.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



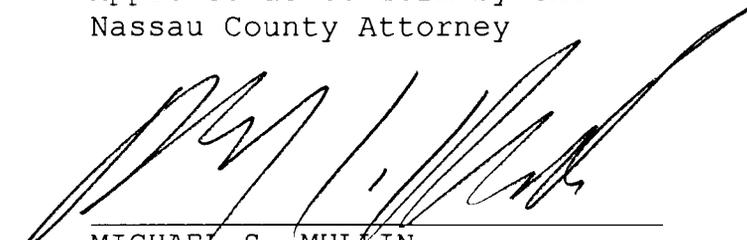
ANSLEY N. ACREE
Its: Chairman

ATTEST:



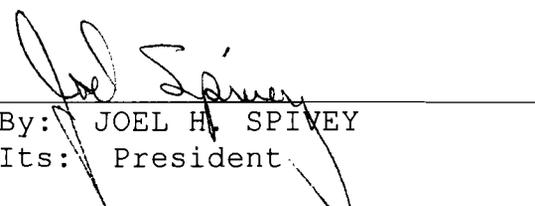
JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney



MICHAEL S. MULLIN

DOUGLAS ASPHALT COMPANY



By: JOEL H. SPIVEY
Its: President

z/amyers/agreements/Douglas-asphalt-addendum

AGREEMENT FOR ASPHALTIC CONCRETE INSTALLED

THIS AGREEMENT made this 1st day of October, 2003, by and between the BOARD OF COUNTY COMMISSIONERS of NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as the "County", and UNDERGROUND UTILITY CONTRACTORS, INC., a Georgia corporation registered with the Florida Secretary of State, whose principal place of business is located at 119 Industrial Drive, St. Marys, GA 31558, hereinafter referred to as "Business".

FOR and IN CONSIDERATION of the sum of ten and no/100 dollars (\$10.00) and other mutually agreed upon consideration, the parties agree as follows:

1. **SERVICES:** The County desires to engage the services of the Business to perform the following services in accordance with the terms and conditions set forth in this Agreement: The furnishing and installation of Asphaltic Concrete Type S-1 and Type S-III.

2. **TERM:** This Agreement will begin on October 1, 2003, and will end on September 30, 2005, with an option for the County to extend the contract for one (1) year. Either party may cancel this Agreement upon thirty (30) days' notice to the other party, in writing and by certified mail or personal delivery.

3. DESCRIPTION OF WORK:

a. Asphaltic Concrete - Type S-1 - The Business will apply asphaltic concrete wearing surface, Type S-1, in layers, if required by the County. The first application, if required, shall be a leveling course with approximately fifty (50) pounds per square yard in those areas designated by the Engineering Services Department. The second and third, if required, applications shall be one (1) inch minimum thickness. The surface shall be cleaned and emulsion sealed prior to application of surfacing. The tack coat shall be applied by the Business. The bid prices shall cover all performance of work and material in the construction of the project. All performance and work shall be in accordance with the Florida Department of Transportation construction procedures and methods. The job shall be completed within thirty (30) days after the contract has been awarded.

b. Asphaltic Concrete - Type S-III - The Business will apply asphaltic concrete wearing surface, Type S-III, in layers, if required by the County. The first application, if required, shall be a leveling course with approximately fifty (50) pounds per square yard in those areas designated by the Engineering Services Department. The second and third, if required,

applications shall be three-quarters (3/4) inch minimum thickness. The surface shall be cleaned and emulsion sealed prior to application of surfacing. The tack coat shall be applied by the Business. The bid prices shall cover all performance of work and material in the construction of the project. All performance and work shall be in accordance with Florida Department of Transportation construction procedures and methods. The job shall be completed within thirty (30) days after the contract has been awarded.

4. **MATERIALS:** Asphaltic concrete shall be Florida Department of Transportation Types S-1 or S-III, in accordance with the current Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

5. **WORK TO BE DONE BY COUNTY FORCES:** County forces shall do the cutting and cleaning of the edges of the pavement. The prime coat will be applied to the prepared surface by County forces.

6. **INSPECTION AND ACCEPTANCE:** Inspection and acceptance shall be made by the County's Engineering Services Department.

7. **FEES.** Upon satisfactory performance of the services contemplated herein, as determined by County, the

contemplated herein, as determined by County, the Business will be paid at the following price per ton installed at job sites in the following area locations in Nassau County, Florida:

(a) TYPE S-1 INSTALLED

| Hilliard Area, Price Per Unit Ton: | <u>New</u> | <u>Recycled</u> |
|------------------------------------|------------|-----------------|
| Job Quantities: 0 - 100 tons | \$60.34 | \$58.00 |
| 101-800 tons | 43.33 | 41.09 |
| 801-2400 tons | 40.76 | 38.54 |
| 2401 Tons & over | 40.02 . | 37.80 . |

| Callahan Area, Price Per Unit Ton: | <u>New</u> | <u>Recycled</u> |
|------------------------------------|------------|-----------------|
| Job Quantities: 0 - 100 tons | \$59.23 | \$56.89 |
| 101-800 tons | 42.27 | 40.03 |
| 801-2400 tons | 39.70 | 37.48 |
| 2401 Tons & over | 38.96 . | 36.74 . |

| Yulee Area, Price Per Unit Ton: | <u>New</u> | <u>Recycled</u> |
|---------------------------------|------------|-----------------|
| Job Quantities: 0 - 100 tons | \$58.11 | \$55.77 |
| 101-800 tons | 41.20 | 38.96 |
| 801-2400 tons | 38.65 | 36.43 |
| 2401 Tons & over | 37.91 . | 35.69 . |

| Fernandina Beach Area, Price Per Unit Ton: | <u>New</u> | <u>Recycled</u> |
|---|------------|-----------------|
| Job Quantities: 0 - 100 tons | \$60.22 | \$57.88 |
| 101-800 tons | 43.22 | 40.98 |
| 801-2400 tons | 40.65 | 38.43 |
| 2401 Tons & over | 39.90 . | 37.68 . |

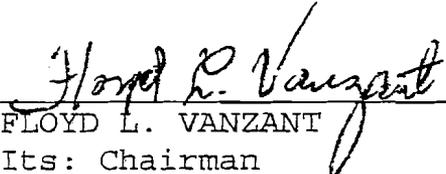
(b) TYPE S-III INSTALLED

| Hilliard Area, Price Per Unit Ton: | <u>New</u> | <u>Recycled</u> |
|------------------------------------|------------|-----------------|
| Job Quantities: 0 - 100 tons | \$61.51 | \$59.17 |
| 101-800 tons | 44.45 | 42.21 |
| 801-2400 tons | 41.87 | 39.55 |
| 2401 Tons & over | 41.13 . | 38.91 . |

This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

Approved
Signed this 8th day of September, 2004.

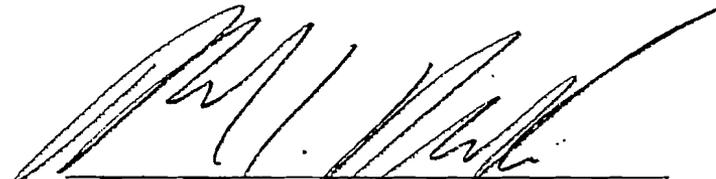
BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA


FLOYD L. VANZANT
Its: Chairman

ATTEST:


J. M. "CHIP" OXLEY, JR.
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney


MICHAEL S. MULLIN

ASSIGNOR:

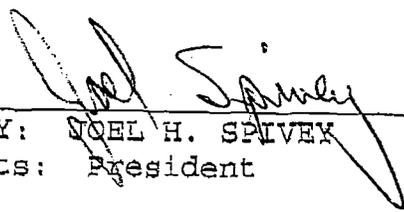
UNDERGROUND UTILITY
CONTRACTORS, INC.


BY: STAN SMITH
Its: President

(Signatures continue on next page)

ASSIGNEE:

DOUGLAS ASPHALT COMPANY



BY: JOEL H. SPIVEY
Its: President

z/anyers/agreements/Douglas-asphalt-assignment

| Callahan Area, Price Per Unit Ton: | <u>New</u> | <u>Recycled</u> |
|------------------------------------|------------|-----------------|
| Job Quantities: 0 - 100 tons | \$60.40 | \$58.06 |
| 101-800 tons | 43.39 | 41.15 |
| 801-2400 tons | 40.81 | 38.59 |
| 2401 Tons & over | 40.07 . | 37.85 . |

| Yulee Area, Price Per Unit Ton: | <u>New</u> | <u>Recycled</u> |
|---------------------------------|------------|-----------------|
| Job Quantities: 0 - 100 tons | \$59.28 | \$56.94 |
| 101-800 tons | 42.32 | 40.08 |
| 801-2400 tons | 39.76 | 37.54 |
| 2401 Tons & over | 39.02 . | 36.80 . |

| Fernandina Beach Area, Price Per Unit Ton: | <u>New</u> | <u>Recycled</u> |
|---|------------|-----------------|
| Job Quantities: 0 - 100 tons | \$61.39 | \$59.05 |
| 101-800 tons | 44.34 | 42.10 |
| 801-2400 tons | 41.76 | 39.54 |
| 2401 Tons & over | 41.01 ' . | 38.79 . |

(c) These prices shall be firm for a period of twenty-four (24) months. Provided further, that the expiration of this period and during the remainder of the period of this Agreement, the Business may request an increase in the contract price if the wages of employees of the Business necessary to the production or supply of said materials, or the cost of said materials is increased, through no act of the Business, other than to comply with necessary and sustained demands of organized labor and with any legally allowed and prevailing increase in the market price of said materials to the Business. Substantiation of any requested increase must be furnished in writing to the

Director of Engineering Services for prior approval at least ten (10) days prior to the requested effective date of the increase. All requests for increases shall be supported by adequate documentation of the maximum legal price of the materials or wages subject to the request; and shall be certified to be within the guidelines of the President's Cost of Living Council.

Furthermore, if during the period of the Agreement, the cost of labor or materials is reduced so as to enable the Business to supply such materials at a correspondingly lower price than the amount herein stipulated, then the Business shall reduce the cost of said materials commensurately.

8. **APPROPRIATION.** Appropriations necessary for the funding of this Agreement shall be adopted annually by the Board of County Commissioners during the regular budget process. Non-appropriation by the Board of County Commissioners will cause this Agreement to terminate.

9. **INDEMNIFICATION:** The Business shall indemnify and hold the County harmless from and against any and all claims, liabilities, or damages arising from the performance of the services contemplated under this Agreement, including the cost of litigation and attorney's fees.

10. **ARBITRATION:** Any dispute arising under this contract, which is not disposed of by agreement, shall be decided by a mediator, who shall reduce his/her decision to writing and furnish a copy to both parties. Claims disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen from the Supreme Court approved list of mediators in the Fourth Judicial Circuit and the Cost of mediation shall be borne by the Consultant/Contractor. The decision of the mediator shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, or so grossly erroneous as to necessarily imply bad faith or not supported by substantial evidence. Contractor shall not stop work during the pendency of mediation.

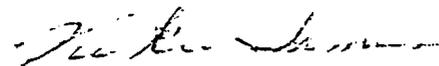
11. **CONTROLLING LAWS:** The validity, interpretation, and performance of this Agreement shall be controlled and construed under the Ordinances of Nassau County, along with the laws of the State of Florida.

12. **MODIFICATION:** This writing contains the entire Agreement of the parties, and shall supercede all previous written and/or oral representations, and/or agreements respecting the same subject matter between the parties.

13. **SEVERABILITY:** If any section, subsection, sentence, clause, phrase, or portion of this Agreement is, for any reason, held invalid, unconstitutional, or unenforceable by any Court of Competent Jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the date set forth herein.

COUNTY:
BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



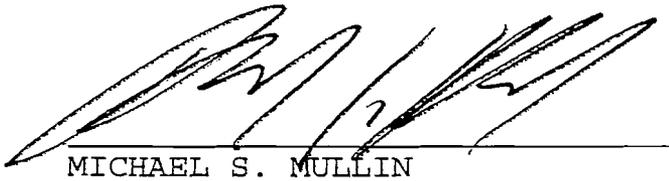
VICKIE SAMUS
Its: Chairman

ATTEST:



J. M. "CHIP" OXLEY, JR.
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney



MICHAEL S. MULLIN

BUSINESS:

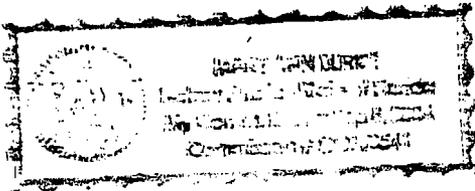
UNDERGROUND UTILITY
CONTRACTORS, INC.



By: STAN SMITH
Its: President

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me
this 10th day of OCTOBER, 2003 by Stan Smith,
President of Underground Utility contractors, Inc., who is
personally known to me or who has produced _____
as identification and who did take an oath.



Mary Ann Burke
Printed Name: MARY ANN BURKE
Notary Public, State of FLORIDA
My Commission Expires: 9/8/04

D
A
C

EXHIBIT "A"

Douglas Asphalt Company

Joel Spivey, *President*
Kyle Spivey, *Vice President*
& *Operations Manager*

1/20/05

MR. BUTCH HARTMAN
Nassau County Road Dept.
37356 Pea Farm Road
Hilliard, FL 32046

Re: S-1 Rec. versus SP 12.5 (TL-C)

Dear Mr. Hartman:

As a clarification of the statements made by Douglas Asphalt Company to the Nassau County Commissioners, Personnel and Engineer present at the prior meeting, as they relate to the S-1 Rec. Marshall Mix comparison to the SP 12.5 (TL-C) Superpave Mix, I would like to present the following mix comparison:

AGGREGATE GRADATION PARALLELS:

The mix design characteristics of the S-1 Rec. and the SP 12.5 (TL-C) are almost identical. By FDOT Specification the use of the SP 12.5 mix is meant to parallel the use of the S-1 Rec. mix. To take this parallel even further, the use of granite aggregates in Douglas Asphalt Company's S-1 mix design has further enhanced the mix characteristics to the extent that only a nominal adjustment to the aggregate percentages is made to manufacture the SP 12.5 (TL-C) mix.

The mix characteristics are identical with the major difference being just the change in mix nomenclature (S-1 to SP 12.5) to coincide with the Superpave Mix identification.

To conclude, the aggregate gradation of the S-1 Rec. can be accepted equally as a SP 12.5 (TL-C) if indeed it is tested from the same batch of mix.

D
A
C

Douglas Asphalt Company

Joel Spivey, *President*
Kyle Spivey, *Vice President*
& *Operations Manager*

MIX USAGE PARALLELS:

Equally parallel is the application of the S-1 Rec. and the SP 12.5 (TL-C). No additional costs for application or compaction are required when changing from a S-1 Rec. to a SP 12.5 (TL-C). The crew and equipment costs considered for use for the C.R. 121 project will be the same whether the S-1 Rec. or the SP 12.5 (TL-C) is designated for use.

ASPHALT CEMENT & AGGREGATE COST INCREASES:

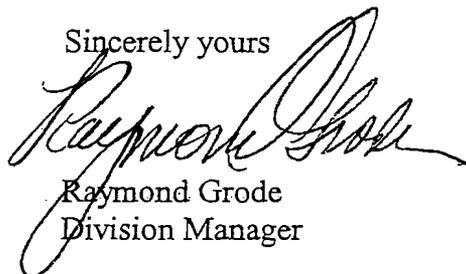
In compiling costs for the SP 12.5 (TL-C) mix to be considered for the C.R. 121 use it should be understood that only the asphalt cement and aggregate increases (for both S-1 & SP 12.5 mixes) caused by recent price increases will be assessed.

The current Unit Rate for the SP 12.5 (TL-C) (or S-1 Rec.) required for the mix placement as a leveling course or a surface course is.....\$43.63 per ton. This Unit Rate shows a \$5.83 per ton increase when compared to the parallel Bid Unit Rate presented in the Year 2003 for the + 2,400 ton increment located in the Hilliard District.

Please review these details as they are applied to the proposed C.R. 121 Project. Feel free to contact us if any added information is required to assist in your project preparation.

P.S.: The widening unit rate, tack coat application unit rate and striping pricing will be determined after plans have been presented.

Sincerely yours



Raymond Grode
Division Manager



Nassau County Engineering Services
96161 Nassau Place
Yulee, Florida 32097

José Deliz,
Director

RECEIVED
1/24/05

MEMORANDUM

To: Michael Mahaney, County Administrator

From: José R. Deliz, Director of Engineering Services *JRD*

Cc: Mike Mullin, County Attorney
Butch Hartman, Road & Bridge Superintendent

Date: January 24, 2005

Subject: Asphalt Contract Addendum

The Strategic Highway Research Program (SHRP) established by Congress in 1987 was tasked with determining why some pavements perform better than others. A result of this research was a new specification for asphaltic concrete called Superpave (SUPERior PERforming PAVements). Superpave basically is made of the same materials as the Marshall mixes (current standard) but establishes performance-based standards and places a greater emphasis on quality control. In a nutshell, the new superpave is the same old stuff made better.

Last year, after extensive studies around the state, the FDOT embraced the Superpave standard exclusively, which means that for roadway work in the FDOT Right-Of-Ways the "old" Marshall mix specifications (S-I, S-III, etc.) will not longer be acceptable. In Nassau County we are also proposing to change our ordinance requirements as part of the LDRs to specify Superpave as the only permissible paving material. This will ensure that the material used in Nassau County developments and projects will be certified by FDOT.

Given that our current contract with Douglas Asphalt Company does not include Superpave, I asked Mr. Butch Hartman to request a quote for this material. He recently received the attached letter from Douglas indicating that the cost per ton of Superpave vs. the equivalent Marshall mix is \$5.83 higher. This is commensurate with the price increase reported by other contractors in the area.

I recommend that an addendum to the asphalt supply contract be issued to extend the scope of provided services to cover Superpave as well as Marshall mixes. The contract should be revised as soon as possible since the CR121 widening/resurfacing will probably be done in-house with Superpave.

YULEE
(904) 491-3609
FAX (904) 491-3611

TOLL FREE
1-800-264-2065
1 800-948-3364

HILLIARD
(904) 845-3610
(904) 491-3626
FAX (904) 845-1230



Douglas Asphalt Company

Joel Spivey, *President*
Kyle Spivey, *Vice President*
& *Operations Manager*

1/20/05

MR. BUTCH HARTMAN
Nassau County Road Dept.
37356 Pea Farm Road
Hilliard, FL 32046

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The mix characteristics are identical with the major difference being just the change in mix nomenclature (S-1 to SP 12.5) to coincide with the Superpave Mix identification.

To conclude, the aggregate gradation of the S-1 Rec. can be accepted equally as a SP 12.5 (TL-C) if indeed it is tested from the same batch of mix.

D
A
C

Douglas Asphalt Company

Joel Spivey, *President*
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& *Operations Manager*

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ASPHALT CEMENT & AGGREGATE COST INCREASES:

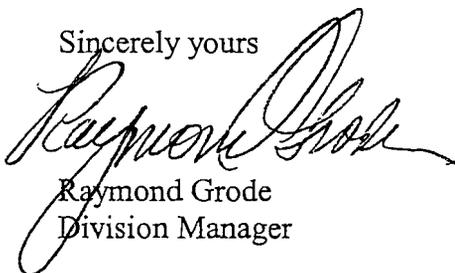
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Please review these details as they are applied to the proposed C.R. 121 Project. Feel free to contact us if any added information is required to assist in your project preparation.

P.S.: The widening unit rate, tack coat application unit rate and striping pricing will be determined after plans have been presented.

Sincerely yours



Raymond Grode
Division Manager

ASSIGNMENT OF CONTRACT

FOR VALUE RECEIVED, UNDERGROUND UTILITY CONTRACTORS, INC., a Georgia Corporation registered with the Florida Secretary of State, the undersigned Assignor ("Assignor"), whose principal place of business is located at 119 Industrial Drive, St. Mary's, GA 31558, hereby assigns, transfers and sets over to DOUGLAS ASPHALT COMPANY, a Georgia corporation registered with the Florida Secretary of State ("Assignee"), whose principal place of business is located at 101 North Peterson Avenue, Suite 201, Douglas, GA 31033, all rights, title and interest held by the Assignor in and to the following described (and attached) contract entered into October 1, 2003:

For installation of asphaltic concrete on Nassau County roads.

The Assignor warrants and represents that said contract is in full force.

The Assignor has been purchased/acquired by the Assignee.

The Assignee hereby assumes and agrees to perform all the remaining and executory obligations of the Assignor, at the accepted contract price, under the Contract and agrees to indemnify and hold the Assignor harmless from any claim or demand resulting from non-performance by the Assignee.

The Assignee shall be entitled to all monies remaining to be paid under the contract which rights are also assigned hereunder.

The Assignor warrants that the contract is without modification and remains on the terms contained.

The Assignor further warrants that it has full right and authority to transfer said contract and that the contract rights herein transferred are free of lien, encumbrance or adverse claim.

This Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns.

The Board of County Commissioners of Nassau County, Florida hereby accepts the assignment to the Assignee.

09:50 It was moved by Commissioner Higginbotham, seconded by Commissioner Vanzant and unanimously carried to approve and authorize the Chairman to sign the first reimbursement covering July through December 2004 for the E-Rate Grant for 2005 for the Library data and voice lines.

09:51 Following clarification that the addendum is for adding a new type of material, if needed, and establishing a line item price, it was moved by Commissioner Higginbotham, seconded by Commissioner Vanzant and unanimously carried to approve and authorize the Chairman to sign the Addendum to the Agreement for Asphaltic Concrete Installed with Douglas Asphalt Company.

09:53 The Assistant County Attorney explained a request from the County Attorney to schedule two closed sessions. The County Administrator left the meeting to clarify some information; and, in the interim, upon the request of Commissioner Branan, it was moved by Commissioner Vanzant, seconded by Commissioner Higginbotham and unanimously carried to remove \$212.40 from District 3 Discretionary Account, and \$100.00 from Districts 1, 2 and 4 Discretionary Accounts (total of \$512.40) to provide portable toilets from Farmer John's Portable Toilets for the Yulee Ballpark.