

CS-21-002

# BOCC CONTRACT APPROVAL FORM

(Contract Management Use only)
CONTRACT TRACKING NO.
CM2462-A3

## GENERAL INFORMATION

Requesting Department ROAD

Contact Person: Cameron L Hansen

Telephone: (904) 530-6175 Fax: (904) 845-3619 Email: chansen@nassaucountyfl.com

## CONTRACTOR INFORMATION

Name: Duval Asphalt Products, Inc.

Address: 7544 Phillips Highway Jacksonville FL 32256  
City State Zip

Contractor's Administrator Name: Chris Wright Title: Assistant Secretary

Telephone: (904) 296-2020 Fax: (904) 296-6574 Email: cwright@duvalasphalt.com

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF CONTRACTOR (NAME AND EMAIL ADDRESS)

Authorized Signatory Name: Chris Wright

Authorized Signatory Email: cwright@duvalasphalt.com

## CONTRACT INFORMATION

Contract Name: Cold Plant Mix

Description: Amendment No. 3/Third Extension to the Contract for Cold Plant Mix  
GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.

Terms: Payment Period: Date 10-01-21 to 9/30/22 Amount per Period: Varies by loads by Yards

Total Amount of Contract: Approximately \$22,000  
APPROXIMATE IF NECESSARY

Source of Funds: 03404541-553010 Termination/Cancellation: Written notification 30 days prior to effective date of termination

Authorized Signatory: Thomas R. Ford, Chairman  
IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC

Contract Dates: From: Date 10-01-21 to 9/30/22

Status:  New  Renew  Amend#  WA/Task Order

How Procured:  Sole Source  Single Source  ITB  RFP  RFQ  Coop.  Other

### If Processing an Amendment:

Contract #: CM2462-A3 Increased Amount of Existing Contract: N/A

New Contract Dates: 10-01-21 to 09-30-22 Total or Amendment Amount: \$22,000

Continued on next page

<b>CHECKLIST</b>		
<i>Complete and attach before sending contract for final signature</i>		
<b>Requirement</b>	<b>Description</b>	<b>Certified Complete By</b>
Contract, Exhibits and Appendices	1) The contract and all documents incorporated by reference in the contract, including exhibits and appendices are attached (including E-Verify, Pricing, Scope, etc.) and properly identified; and 2) All such documents have been read and agreed to in their entirety by originating department and any faculty and staff members who have obligations under this contract.	
Name, Address, Contact Person	The full name, address, legal status (i.e., corporation, partnership, etc.) and contact person of other party are included.	
Understanding	Written contract matches the verbal understanding of all parties. All terms and conditions conform to the final negotiations/agreement of the parties.	
Competition/Conflicts and Existing Contracts/ Compliance	This contract does not conflict with any other contracts, promises or obligations of the BOCC. The requesting department verifies the BOCC can comply with all terms and conditions.	
Other Necessary Agreements	All other necessary agreements or waivers referred to in contract have been obtained and are attached and properly identified for reference.	
Indemnification	BOCC may not indemnify, hold harmless, be liable to, or reimburse any other party to the contract for claims, lawsuits, damages, attorney fees, or losses incurred by that party in connection with the contract.	
Term of Contract	Start and end dates of contract are included. Any renewals are included.	
Warranties/Guarantees	Warranties or guarantees give satisfactory protection.	
Insurance	Risk manager _____ has or _____ will approve insurance clauses. Levels confirmed ins requirements	
Governing Law	The contract is governed under the laws of the State of Florida. The contract may be silent on this issue but in no event will another state's law govern the agreement.	
Confidentiality Agreements	All nondisclosure clauses include exceptions regarding disclosure as required by law. If not applicable, indicate "n/a."	
Printed/Typed Names	Names of all persons signing contracts are printed or typed below signatures.	

**APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY**

1. *Sony Podiat* 9/8/2021 *Road Department*  
 Department Head Signature Date Submitting Department
2. *[Signature]* 9/8/2021 *03404541-553010*  
 Procurement Date Funding Source/Acct #
3. *Megan Diehl* 9/14/2021  
 Office of Management & Budget Date
4. *Michael S. Mullin* 9/16/2021  
 County Attorney/Contract Management Date

**COUNTY MANAGER – FINAL SIGNATURE APPROVAL**

5. *Taco E. Popy AICP* 9/16/2021  
 County Manager Date

**RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:**

Original: Clerk's Services; Contractor (original or certified copy)  
 Copies: Department: Procurement; Office of Management & Budget; County Attorney; Contract Management; Clerk Finance

**AMENDMENT NO. 03 TO THE**  
**CONTRACT FOR COLD PLANT MIX**

THIS AMENDMENT entered into this 16th day of September \_\_\_\_\_, 2021 by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida**, (hereinafter referred to as "County") and **DUVAL ASPHALT PRODUCTS, INC.**, located at 7544 Philips Highway, Jacksonville, Florida 32256 hereinafter referred to as "Vendor").

**WHEREAS**, the parties entered into a *Contract for Cold Plant Mix* (hereinafter referred to as "Contract") on or about September 25, 2017; and

**WHEREAS**, the original *Contract* provided for an initial term beginning October 1, 2017 and terminating September 30, 2019, with an option to extend in one (1) year increments upon mutual agreement between the Vendor and the County; and

**WHEREAS**, the parties agreed to extend the term of the *Contract* for additional one (1) year periods with the latest ending September 30, 2021; and

**WHEREAS**, the parties desire to extend the term of the *Contract* for an additional one (1) year period beginning October 1, 2021 and ending September 30, 2022.

**NOW, THEREFORE, FOR AND IN CONSIDERATION** of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. In accordance with the terms of the *Contract*, the term is hereby extended for an additional one (1) year period beginning October 1, 2021 and terminating September 30, 2022.
2. All other provisions of the *Contract* not in conflict with this Amendment shall remain in full force and effect.

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

Taco E. Pope AICP  
 TACO E. POPE, AICP, County Manager  
 Its: Designee  
 Date: 9/16/2021

DUVAL ASPHALT PRODUCTS, INC.

Chris Wright  
 By: Chris wright  
 Its: Assistant Secretary  
 Date: 9/16/2021

**Certificate Of Completion**

Envelope Id: F6B3808567A54F5F9458110E4DF75CBF	Status: Completed
Subject: Please DocuSign: cm2462-A3.pdf	
Source Envelope:	
Document Pages: 4	Signatures: 7
Certificate Pages: 7	Initials: 0
AutoNav: Enabled	Envelope Originator: Amber Carter acarter@nassaucountyfl.com
EnvelopeId Stamping: Enabled	IP Address: 50.238.237.26
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	

**Record Tracking**

Status: Original	Holder: Amber Carter	Location: DocuSign
9/7/2021 4:35:54 PM	acarter@nassaucountyfl.com	

**Signer Events**

Signature	Timestamp
Doug Podiak dpodiak@nassaucountyfl.com Facilities Director Nassau County BOCC Security Level: Email, Account Authentication (None)	Sent: 9/7/2021 4:41:34 PM Viewed: 9/8/2021 8:59:22 AM Signed: 9/8/2021 8:59:39 AM
Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	

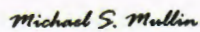
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Brian Simmons bsimmons@nassaucountyfl.com Manager, Procurement Nassau County BOCC Security Level: Email, Account Authentication (None)		Sent: 9/8/2021 8:59:41 AM Viewed: 9/8/2021 9:30:27 AM Signed: 9/8/2021 9:30:37 AM
Signature Adoption: Uploaded Signature Image Using IP Address: 50.238.237.26		

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Megan Diehl mdiehl@nassaucountyfl.com OMB Director Nassau County BOCC Security Level: Email, Account Authentication (None)		Sent: 9/8/2021 9:30:39 AM Viewed: 9/14/2021 4:32:29 PM Signed: 9/14/2021 4:32:43 PM
Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26		

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Michael S. Mullin mmullin@nassaucountyfl.com County Attorney Nassau County BOCC Security Level: Email, Account Authentication (None)		Sent: 9/14/2021 4:32:45 PM Viewed: 9/16/2021 8:05:39 AM Signed: 9/16/2021 8:06:07 AM
Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26		

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Signer Events	Signature	Timestamp
<p>Taco E. Pope, AICP  tpope@nassaucountyfl.com  County Manager  Nassau County BOCC  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<p><i>Taco E. Pope AICP</i></p> <p>Signature Adoption: Pre-selected Style  Using IP Address: 50.238.237.26  Signed using mobile</p>	<p>Sent: 9/16/2021 8:06:11 AM  Viewed: 9/16/2021 9:15:41 AM  Signed: 9/16/2021 9:15:56 AM</p>
<p>Chris Wright  cwright@duvalasphalt.com  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Accepted: 9/16/2021 9:17:35 AM  ID: 75b66a89-b581-4235-9abc-bb1b1eea852c</p>	<p><i>Chris Wright</i></p> <p>Signature Adoption: Pre-selected Style  Using IP Address: 50.249.139.121</p>	<p>Sent: 9/16/2021 9:15:58 AM  Viewed: 9/16/2021 9:17:35 AM  Signed: 9/16/2021 9:37:15 AM</p>

In Person Signer Events	Signature	Timestamp
<b>Editor Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
<p>Amber Carter  acarter@nassaucountyfl.com  Nassau County BOCC  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div>	<p>Sent: 9/16/2021 9:37:17 AM</p>
<p>Doug Podiak  dpodiak@nassaucountyfl.com  Facilities Director  Nassau County BOCC  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div>	<p>Sent: 9/16/2021 9:37:18 AM</p>
<p>Cameron Hansen  chansen@nassaucountyfl.com  Nassau County BOCC  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div>	<p>Sent: 9/16/2021 9:37:19 AM</p>

Carbon Copy Events	Status	Timestamp
<p>George Aviles gaviles@nassaucountyfl.com Nassau County BOCC Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<b>COPIED</b>	Sent: 9/16/2021 9:37:20 AM
<p>Brenda Linville blinville@nassauclerk.com Nassau County Clerk Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<b>COPIED</b>	Sent: 9/16/2021 9:37:21 AM
<p>Melissa Lucey mlucey@nassauclerk.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<b>COPIED</b>	Sent: 9/16/2021 9:37:22 AM
<p>Heather Nazworth hnazworth@nassauclerk.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<b>COPIED</b>	Sent: 9/16/2021 9:37:23 AM
<p>Peggy Snyder psnyder@nassauclerk.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<b>COPIED</b>	Sent: 9/16/2021 9:37:24 AM
<p>Jennifer Marlatt jmarlatt@nassauclerk.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<b>COPIED</b>	Sent: 9/16/2021 9:37:25 AM
<p>Tina Barnett tbarnett@nassauclerk.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<b>COPIED</b>	Sent: 9/16/2021 9:37:26 AM
<p>Chris Wright cwright@duvalasphalt.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 9/16/2021 9:17:35 AM ID: 75b66a89-b581-4235-9abc-bb1b1eea852c</p>	<b>COPIED</b>	Sent: 9/16/2021 9:37:27 AM

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp

<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Envelope Sent	Hashed/Encrypted	9/7/2021 4:41:34 PM
Certified Delivered	Security Checked	9/16/2021 9:17:35 AM
Signing Complete	Security Checked	9/16/2021 9:37:15 AM
Completed	Security Checked	9/16/2021 9:37:27 AM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, County of Nassau (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact County of Nassau:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [bsimmons@nassaucountyfl.com](mailto:bsimmons@nassaucountyfl.com)

**To advise County of Nassau of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [bsimmons@nassaucountyfl.com](mailto:bsimmons@nassaucountyfl.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

**To request paper copies from County of Nassau**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [bsimmons@nassaucountyfl.com](mailto:bsimmons@nassaucountyfl.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with County of Nassau**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to [bsimmons@nassaucountyfl.com](mailto:bsimmons@nassaucountyfl.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Nassau as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Nassau during the course of your relationship with County of Nassau.