

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: August 15, 2007

Division: Public Works

Bulk Item: Yes No

Department: Roads & Bridges

Staff Contact /Phone No.: Beth Leto/292-4560

AGENDA ITEM WORDING: Approval of Correction of Scrivener's Error on Amendment to Contract Renewal of May 16, 2007, with General Asphalt Co., Inc.

ITEM BACKGROUND: The Amendment to Contract Renewal dated May 16, 2007, contained a scrivener's error referencing the wrong year and needs to be corrected.

PREVIOUS RELEVANT BOCC ACTION: On May 16, 2006, the BOCC approved a one-year agreement with General Asphalt Co., Inc. for purchase and delivery of asphalt at a fixed price. On April 18, 2007, the BOCC approved the second year contract renewal, and on May 16, 2007, the BOCC approved an Amendment to Contract Renewal.

CONTRACT/AGREEMENT CHANGES: Correct the date referenced in Section 2 of the May 16th Amendment to Contract Rcnwal from April 18, 2008 to April 18, 2007.

STAFF RECOMMENDATIONS: Approval.

TOTAL COST: \$0

BUDGETED: Yes n/a No

COST TO COUNTY: same

SOURCE OF FUNDS: _____

REVENUE PRODUCING: Yes No **AMOUNT PER MONTH** _____ **Year** _____

APPROVED BY: County Atty. AWC OMB/Purchasing _____ Risk Management _____

DOCUMENTATION: Included Not Required _____

DISPOSITION: _____

AGENDA ITEM # _____

CORRECTION OF SCRIVENER'S ERROR
On AMENDMENT TO CONTRACT RENEWAL of May 16, 2007

This **CORRECTION OF SCRIVENER'S ERROR** made and entered into the 15th day of August, 2007, to the AMENDMENT TO CONTRACT RENEWAL ("AMENDMENT") dated May 16, 2007, between **MONROE COUNTY**, a political subdivision of the State of Florida, ("COUNTY" or "OWNER"), and **GENERAL ASPHALT CO., INC.** ("VENDOR"), is for the sole purpose of correcting a scrivener's error in the AMENDMENT. The original **STANDARD FORM OF AGREEMENT BETWEEN OWNER AND VENDOR** to which the amendment and this correction apply was dated May 16, 2006.

WHEREAS, OWNER and VENDOR entered into the **STANDARD FORM OF AGREEMENT BETWEEN OWNER AND VENDOR** for the purchase and delivery of Asphalt at a Fixed price to Monroe County, Florida, dated May 16, 2006; and

WHEREAS, OWNER and VENDOR entered into the AMENDMENT on May 16, 2007; and

WHEREAS, the scrivener's error in the AMENDMENT should be corrected.

THEREFORE, the parties mutually agree to this **CORRECTION OF SCRIVENER'S ERROR** and state.

1. The scrivener's error was a typographical error on the year, and was located in paragraph 1 of the Amendment to Contract Renewal. The error is hereby corrected to read as follows:

"1. Section 2 of the contract renewal dated April 18, ~~2008~~ 2007"

2. The remainder of the AMENDMENT dated May 16, 2007 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal, the day and year first written above.

(Seal)
Attest: **DANNY L. KOLHAGE, CLERK**

**BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA**

By: _____
Deputy Clerk

By: _____
Mayor/Chairman
Date: _____

(SEAL)
Attest:
By: Arthur Jow
Witness

GENERAL ASPHALT CO., INC.
By: Royal S. Webster, Jr.
Vice President

Date: 08/02/2007

Printed Name: Royal S. Webster, Jr.

**MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:**

Natleene W. Casel
**NATILEENE W. CASSEL
ASSISTANT COUNTY ATTORNEY**

Date: August 2, 2007

Date: 8-7-07

Amendment to Contract Renewal
(Purchase of Asphalt)

This Amendment to Contract Renewal dated April 18, 2007, is made and entered into this 16th day of May, 2007, between **MONROE COUNTY**, a political subdivision of the State of Florida, hereafter County or Owner, and **GENERAL ASPHALT CO., INC.**, hereafter Vendor, as follows:

WHEREAS, the County has budgeted funds to purchase asphalt from the Vendor for in-house paving projects, and

WHEREAS, the purpose of this amendment to clarify that outstanding invoices during the term of the original agreement, which are unpaid for the period of March 12, 2007 though April 17, 2007, for asphalt picked up and used by the County for in-house paving projects, should be paid under the renewal contract, and

WHEREAS, these unpaid invoices shall be paid under the renewal contact and shall count against the not to exceed cap to be imposed under this amendment,

NOW, THEREFORE, the County and the Vendor agree to amend the renewal agreement dated April 18, 2007, to read as follow:

1. Section 2 of the contract renewal dated April 18, 2008, shall read:

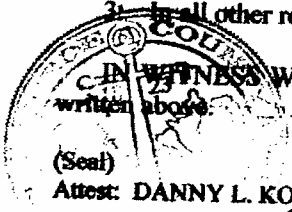
"The Owner shall pay, and the Vendor shall accept, as full and complete payment for all Type S-III asphalt ordered and picked up by the County from the Vendor, the fixed sum of Sixty-six and 56/100 Dollars (\$66.56) per ton, not to exceed Four Hundred Thousand Dollars (\$400,000.00), for the term of this agreement. These amounts, binding upon the parties for one year, shall not be modified except by an option to extend this contract, in writing and executed pursuant to BOCC approval."

2. Section 4 is added to the contract renewal dated April 18, 2008, to read as follows:

"For the period of May 16, 2006 through April 17, 2007, the Owner shall pay and the Vendor shall accept, as full and complete payment for all Type S-III asphalt ordered and picked up by the County from the Vendor, the fixed sum of Sixty-Five Dollars (\$65.00) per ton. This section shall specifically allow the owner to pay the Vendor for outstanding invoices totaling \$39,269.85 from March 12, 2007 through April 17, 2007, during the renewal term of April 18, 2007 through April 17, 2008.

3. In all other respects, the renewal agreement dated April 18, 2007, remains in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal, the day and year first written above.



(Seal)
Attest: **DANNY L. KOLHAGE, CLERK**

By: *[Signature]*
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: *[Signature]*
Mayor/Chairman

(SEAL)
Attest:
By: *[Signature]*
Witness
Title: *[Signature]*

GENERAL ASPHALT CO., INC.
By: *[Signature]*
President

FILED FOR RECORD
MAY 31 AM 11:41
CLERK OF COUNTY, FLA.

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
[Signature]
CYNTHIA L. HALL
ASSISTANT COUNTY ATTORNEY
Date: 5/11/07