



Mill and Pave – Cain Boulevard / Glades Road to Yamato Road

**WORK ORDER TO ANNUAL CONTRACT (No. 2013052) BETWEEN
PALM BEACH COUNTY
AND
COMMUNITY ASPHALT CORP.
FOR MILLING AND RESURFACING ON
CAIN BOULEVARD FROM GLADES ROAD TO YAMATO ROAD
WORK ORDER #: 2013052-035
PALM BEACH COUNTY, FLORIDA**

THIS WORK ORDER TO THE ANNUAL CONTRACT, made and entered into this day of _____, by and between Palm Beach County (hereinafter called the **COUNTY**), and **COMMUNITY ASPHALT CORP.**, a Florida Corporation with an address of 7795 Hooper Road, West Palm Beach, FL 33411 (hereinafter called the **CONTRACTOR**).

WITNESSETH

WHEREAS, the **COUNTY** and **CONTRACTOR** entered into an Annual Contract (hereinafter called the **CONTRACT**) for milling and resurfacing on a work order basis on March 12, 2013 (R2013-0235); and

WHEREAS, the total amount available in the **CONTRACT** was increased from \$6,110,000 to \$8,110,000 on April 15, 2014 (R2014-0486); and

WHEREAS, the **CONTRACT** was amended on September 9, 2014 to further increase the total amount available from \$8,110,000 to \$12,110,000 and to extend the expiration date to September 30, 2015 (R2014-1260); and

WHEREAS, the **COUNTY** desires the **CONTRACTOR** to mill and resurface Cain Boulevard from Glades Road to Yamato Road in Palm Beach County, Florida (hereinafter called the **IMPROVEMENTS**); and

WHEREAS, the **CONTRACTOR** agrees to construct the **IMPROVEMENTS** in accordance with the terms and conditions of the **CONTRACT** as directed and accepted by the Engineering, Road & Bridge Division; and

Re: **MILL AND RESURFACE CAIN BOULEVARD FROM GLADES
ROAD TO YAMATO ROAD**
Work Order No.: **2013052-035**

WHEREAS, based on the pricing agreed to in the **CONTRACT**, a cost not to exceed \$322,000 has been calculated by Staff and found to be appropriate compensation for the services to be performed by the **CONTRACTOR** to construct the **IMPROVEMENTS**:

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That for and in consideration of the mutual benefits to flow from each to the other, the parties hereto agree as follows:

1. The **CONTRACTOR** agrees to provide services for the **IMPROVEMENTS** in accordance with the **CONTRACT** and as further described in Exhibit "A".
2. The **COUNTY** agrees to pay the **CONTRACTOR** a fee not to exceed \$322,000 to construct the **IMPROVEMENTS**. Final payment shall be per documented quantities installed.

Except as hereby amended, changed or modified, all other terms, conditions and obligations of the **CONTRACT** dated March 12, 2013, (R2013-0235) shall remain in full force and effect.

INTENTIONALLY LEFT BLANK

Re: **MILL AND RESURFACE CAIN BOULEVARD FROM GLADES
ROAD TO YAMATO ROAD**
Work Order No.: **2013052-035**

IN WITNESS WHEREOF, the parties hereto have made and executed this WORK ORDER as of the day and year first above written.

OWNER:

Palm Beach County, Florida, a
Political Subdivision of the
State of Florida

BOARD OF COUNTY COMMISSIONERS

BY: _____
Shelley Vana, Mayor

CONTRACTOR:

Community Asphalt Corp.,
a Florida Corporation

BY: _____

ATTEST:
Sharon R. Bock, Clerk & Comptroller
Circuit Court

C O R P O R A T E S E A L

BY: _____
Deputy Clerk

WITNESS:

BY: _____

S E A L

(Printed Name)

APPROVED AS TO TERMS
AND CONDITIONS:

BY: _____

BY: _____

APPROVED AS TO FORM & LEGAL
SUFFICIENCY:

(Printed Name)

COUNTY ATTORNEY

CAIN BOULEVARD/GLADES ROAD TO YAMATO ROAD

	C.D.	Length (LF)	Width (LF)	SY	Mill 1"@\$1.15 SY	S-III / (TN)	1 1/4" S-III @ \$85.20 TN
CAIN BOULEVARD/GLADES ROAD TO YAMATO ROAD	5	9,050	Varies	38,889	\$44,722.35	2,917	\$248,528.40
		Total (LF)		Total (SY)	Mill Subtotal	S-III Total (TN)	S-III - Subtotal
		9,050		38,889	\$44,722.35	2,917	\$248,528.40
						(2013052) Community Asphalt M&P	
						Subtotal: \$293,250.75	
						Contingency: \$28,749.25	
						Grand Total: \$322,000.00	