

AGREEMENT FOR THE PAVING OF BLOUNT ROAD (No.1405)

BETWEEN

CITY OF POMPANO BEACH, FLORIDA

AND

ASPHALT PAVING SYSTEMS, INC.

THIS AGREEMENT made and entered into on _____, (hereinafter "Effective Date") by and between:

CITY OF POMPANO BEACH, a municipal corporation organized and existing under the laws of the State of Florida, having its principal office at 100 W. Atlantic Blvd., Pompano Beach, Florida 33060, referred to here as "City."

and

ASPHALT PAVING SYSTEMS, INC., authorized to do business in the state of Florida, whose mailing address is 500 N. Egg Harbor Rd., Hammonton, NJ 08037 (hereinafter "Contractor").

City and Contractor may also be referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the City wishes to enter into this Agreement for the paving of Blount Road (hereinafter "Agreement") with Contractor for road paving scope and services within the city limits of the City of Pompano Beach when requested by the City through a written Notice to Proceed; and

WHEREAS, the Code of the City of Pompano Beach at Section 32.41(C) provides authority for the City Manager to piggyback City purchase of goods and services with state or local public contracts within certain codified guidelines, which guidelines have been met; and

WHEREAS, the parties wish to incorporate the terms and conditions of the solicitation and contractual arrangement between Sumter County and Contractor dated October 12, 2021, and in accordance with said agreement a copy of which is referenced hereto as Exhibit A and adopted in its entirety by City and Contractor (hereinafter "Sumter County's Contract"), work to be performed for the City as identified in Exhibit B, together with and including contract renewals, amendments and change orders to the extent applicable hereto; and

WHEREAS, the City Manager has determined that piggybacking with the Sumter County's Contract is necessary for the paving of Blount Road and is the most economically advantageous way to procure these necessary materials, products, and/or services in a timely and efficient manner.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. RECITATIONS. The foregoing "WHEREAS" clauses are hereby adopted and incorporated herein.

2. TERM. The term of this Agreement shall commence on the Effective Date and continue through one (1) year unless terminated earlier or extended by the Parties.

3. CONTRACT TERMS. Contractor agrees to the paving of Blount Road located within the city limits of the City of Pompano Beach as requested by City through a written Notice to Proceed. The Sumter County's Contract is hereby incorporated into this Agreement for all purposes. In the event of conflict between the Sumter County's Contract and this Agreement, the order of priority shall be: (1) this Agreement; (2) the Sumter County's Contract and (3) Contractor's Proposal dated February 3, 2022.

The following provisions are included as supplementary to and amending the Sumter County's Contract:

A. City shall pay Contractor no more than the unit prices set forth in the Sumter County's Contract and in accordance with the provisions of the Sumter County's Contract in the total amount Not to Exceed seven hundred eighty nine thousand six hundred and thirty six dollars and seventy cents (\$789,636.70). If the City requires services not covered by unit prices already made a part of the Sumter County's Contract, the Contractor shall submit a detailed written proposal to the authorized City representative before providing any such services. For these purposes, City of Pompano Beach City Manager Gregory P. Harrison shall be the City Representative.

B. If permits are required as part of the required hereunder, Contractor shall submit complete and accurate permit applications to all applicable permitting agencies within five (5) days of receiving all documents from City necessary to file such permit applications. City shall pay all permit and related fees directly to the permitting agencies, including any permit fees charged by the City.

C. City of Pompano Beach shall be deemed substituted for Sumter County, with regard to any and all provisions of the Sumter County's Contract, including, for example and without limitation, with regard to bond requirements, insurance, indemnification, licensing, termination, default, and ownership of documents, including the additional provisions in sections D, E, F, and G, below. All recitals, representations and warranties of Contractor made in the Sumter County's Contract are restated as if fully set forth herein, made for the benefit of City, and incorporated herein. Scope of work shall be modified from that performed for Sumter County as specifically set forth in the proposal labeled, Exhibit B, and attached and incorporated herein.

D. Within five (5) days of final execution of this Agreement, Contractor shall furnish City with a certificate of insurance in a form acceptable to City for the insurance required. Such certificate provided by Contractor must state the City will be given thirty (30) days written notice prior to cancellation or material change in coverage. A copy of the additional insured endorsement must be attached and contain language no less restrictive than ISO Form CG 20 10 07 04 or ISO Form CG 20 33 07 04. Contractor shall not commence work unless and until the requirements for insurance have been fully met by Contractor and appropriate evidence thereof, in the City's sole discretion, has been provided to and approved by the City.

E. Contractor shall indemnify and hold harmless City, its elected officials, officers, employees and agents, from and against all claims, suits, actions, damages, causes, or action or judgments arising out of the terms of this Agreement for any personal injury, loss of life, or damage to property

sustained as a result of the performance or non-performance of services, from and against any orders, judgments, or decrees, which may be entered against City, its elected officials, officers, employees and agents; and from and against all costs, attorney's fees, expenses, and other liabilities incurred in the defense of any such claim, suit, or action, and the investigation thereof. Nothing in the award, resulting agreement, contract or purchase order shall be deemed to affect the rights, privileges, and immunities of the City as set forth in Florida Statute section 768.28. The parties agree that one percent (1%) of the total compensation paid to Contractor for work under this contract shall constitute specific consideration to contractor for the indemnification to be provided under the contract.

F. Both parties agree that City may terminate this Agreement for any reason with ten (10) day notice to Contractor.

G. Public Records and Retention: City is a public agency subject to Chapter 119, Florida Statutes. Contractor and its subcontractors shall comply with public records laws, specifically to: 1) Keep and maintain public records required by the City in order to perform the service; 2) Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City; and 4) Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

Failure to comply with said statutory requirements may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com**

4. ASSIGNMENT. Neither party may assign its rights or obligations under this Agreement without the consent of the other.

5. NOTICE. Notice hereunder shall be provided in writing by certified mail return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For City:

Rob McCaughan
1201 NE 5th Avenue
Pompano Beach, FL 33060

Copy to:

Mark E. Berman City Attorney
P.O. Box 2083
Pompano Beach, Florida 33061

For Contractor:

Randy Shane
9021 Wire Road
Zephyrhills, FL 33540
k.shaneaps@gmail.com

6. ENTIRE AGREEMENT. This Agreement sets forth the entire agreement between Contractor and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

7. SEVERABILITY. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of any Party under this Agreement will not be materially and adversely affected thereby, such provision will be fully severable, this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance here from and in lieu of such illegal, invalid or unenforceable provision, City and Contractor shall negotiate in good faith to restore insofar as practicable the benefits to each party that were affected by such ruling and to include as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

8. GOVERNING LAW. Agreement must be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement will be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING

INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

9. FORCE MAJEURE. Neither party shall be obligated to perform any duty, requirement or obligation hereunder if such performance is prevented by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of nature or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of Force Majeure. If either party is unable to perform or delayed in their performance of any obligations hereunder by reason of any event of Force Majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for either party to correct the adverse effect of such event of Force Majeure.

Contractor must follow all Federal, State, County, and City safety guidelines, including all CDC safety guidelines in effect during the term of the program, including but not limited to social distancing, and personal protection equipment. Inability to conduct the program and follow any and all required safety guidelines applicable to the COVID-19 virus or other similar pandemic or emergency, or failure to follow such requirements, including but not limited to, social distancing, shall constitute grounds for immediate cancellation of this Agreement unilaterally by the City upon written notice, which may be provided via electronic mail.

10. EMPLOYMENT ELIGIBILITY. By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit or County Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination

11. DUPLICATES. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

CITY OF POMPANO BEACH

ASCELETA HAMMOND, CITY CLERK

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

(SEAL)

“CONTRACTOR”

Asphalt Paving Systems, Inc.

Witnesses:



Kenneth Messina
(Print or Type Name)



Dustin Clark
(Print or Type Name)

By: 
Robert Capoferri, President

STATE OF Florida

COUNTY OF Pasco

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 3rd day of March, 2022, by Robert Capoferri as President of Asphalt Paving Systems, Inc., a New Jersey corporation authorized to conduct business in Florida, on behalf of the corporation. He is personally known to me or who has produced Personally Known (type of identification) as identification.

NOTARY'S SEAL:


NOTARY PUBLIC, STATE OF FLORIDA



AMANDA R. REICHART
Commission # HH 214726
Expires January 22, 2026

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

PAVEMENT MAINTENANCE AND REHABILITATION CONTINUING SERVICES

THIS AGREEMENT (hereinafter referred to as "Agreement") is made and entered into this 12th day of October, 2021, by and between **Board of Sumter County Commissioners** (hereinafter referred to as "Board," or "County"), whose address is 7375 Powell Road, Wildwood, Florida 34785, and Asphalt Paving Systems, Inc. (hereafter referred to as "Vendor"), whose address is 8940 Gall Blvd., Zephyrhills, Florida 33541.

RECITALS

WHEREAS, the Board has need of professional services for RFP 032-0-2021/RS; and

WHEREAS, the parties desire to enter into a written agreement outlining the duties, responsibilities and compensation of Vendor, based on the Vendor's response to RFP 032-0-2021/RS Sumter County Pavement Maintenance and Rehabilitation Continuing Services.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The relationship of the Vendor to the Board will be that of a professional Vendor and the Vendor will provide the professional and technical services required under this Agreement in accordance with acceptable professional practices and ethical standards applicable to Vendor's profession, and Vendor will endeavor to provide to the Board prompt and efficient services to the best of its ability.
2. Vendor is hereby retained and employed as a Sumter County Contactor, and will work with the Board to provide services in accordance with the scope of work outlined in RFP 032-0-2021/RS.
3. The term of this Agreement shall commence on October 12, 2021 and continue in full force for two years with an additional two (2) – one-year (1) renewals from the date established in the Notice to Proceed, unless otherwise terminated as provided in paragraph four (4) of this Agreement. The term of this Agreement does not relieve the Vendor of any future responsibility as described in paragraph six (6) of this Agreement.
4. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party at the address designated in this Agreement for receiving such notice. If this Agreement is terminated, Vendor shall be authorized to receive payment for all work performed up to the date of termination.
5. With regard to compensation paid to Contractor, Contractor shall furnish to the Board an itemized invoice detailing all of Contractor's hours, services, expenses and any other services utilized by the Board. The invoice shall be itemized pursuant to and in accordance with the Fees, attached hereto as Proposal Form A, and incorporated herein *in haec verba*. Contractor shall submit all invoices pursuant to the Local Government Prompt Payment Act, F.S. 218. Contractor acknowledges and agrees that the rates set forth in the Fee Schedule shall remain fixed throughout the duration of this Agreement, including both the Initial Term and any Renewal Term, and thereafter shall only be adjusted by mutual written agreement of both parties.

6. General Considerations.

- a. All reports, drawings, designs, specifications, notebooks, computations, details, and calculation documents prepared by Vendor and presented to the Board pursuant to this Agreement are and remain the property of the Board as instruments of service.
- b. All analyses, data, documents, models, modeling, reports and tests performed or utilized by Vendor shall be made available to the Board upon request and shall be considered public records.
- c. Vendor is required to: (i) keep and maintain public records required by Board; (ii) upon request from Board's custodian of public records, provide Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a reasonable or as otherwise provided by law; (iii) ensure that public records that are exempt or, confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if Vendor does not transfer the records to Board; (iv) upon completion of this Agreement, transfer, at no cost, to Board all public records in possession of Vendor or keep and maintain public records required by Board.
- d. If Vendor transfers all public records to Board upon completion of this Agreement, Vendor shall destroy any duplicate public records that are exempt or, confidential and exempt, from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of this Agreement, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Board, upon request from Board's custodian of public records, in a format that is compatible with the information technology systems of Board.
- e. Vendor shall keep all books, records, files, drawings, plans and other documentation, including all electronically stored items, which concern or relate to the services required hereunder (the "Records"), for a minimum of five (5) years from the date of expiration or suspension of this Agreement, or as otherwise required by any applicable law, whichever date is later. The Board shall have the right to order, inspect, and copy all the Records as often as it deems necessary during any such period-of-time. The right to audit, inspect, and copy Records shall include all of the records of sub-Vendors (if any).
- f. Vendor shall, at all times, comply with the Florida Public Records Law, the Florida Open Meeting Law and all other applicable laws, rules and regulations of the State of Florida.
- g. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-689-4400, Sumter County Board of County Commissioners, 7375 Powell Road, Wildwood, Florida 34785 or via email at Records@sumtercountyfl.gov.**
- h. Vendor shall, at all times, carry General Liability, and Worker's Compensation Insurance pursuant to the insurance requirements in RFP 032-0-2021/RS, naming Board as both a certificate holder and an additional insured in each such policy.

- i. Upon Vendor's written request, the Board will furnish, or cause to be furnished, such reports, studies, instruments, documents, and other information as Vendor and Board mutually deem necessary, and Vendor may rely upon same in performing the services required under this Agreement.
 - j. Vendor is obligated by this agreement to comply with Section 20.055(5), Florida Statutes.
 - k. Any entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsive contractor may not submit a bid.
7. The Vendor may be required to provide additional services to the Board on challenges, public protests, administrative hearings or similar matters. The Vendor shall be available to represent the Board, serve as an expert witness, and provide supporting documentation as necessary. Should any other professional services be called for by the Board that are not otherwise set forth in this Agreement or any of its attachments or exhibits, charges for these services shall be agreed upon in advance by the parties hereto.
8. The Contract Documents, which comprise the entire Contract between Board and Vendor and which are further incorporated herein by reference, consist of the following:
- a. RFP 032-0-2021/RS
 - b. Vendor's Proposal in Response to RFP 032-0-2021/RS
 - c. This Agreement
 - d. Permits / Licenses
 - e. All Proposal Addenda Issued Prior to Opening Date
 - f. All Modifications and Change Orders Issued
9. Vendor shall be solely and entirely responsible for its tortious acts and for the tortious acts of its agents, employees, or servants during the performance of this Agreement. Vendor shall indemnify and save harmless the Board, its agents, employees and officers, from and against all liabilities, claims, demands, or actions at law and equity including court costs and attorney's fees that may hereafter at any time be made or brought by anyone for the purposes of enforcing a claim on account of any injury or damage allegedly caused or occurring to any person or property in which was caused in whole or in part by any tortious, wrongful, or intentional acts or omissions of Vendor, its agents, or employees during performance under this Agreement. The foregoing is not intended, and shall not be construed, as a waiver by Board of the benefits of Section 768.28, *Florida Statutes*.
10. Vendor is, and shall be, in the performance of all services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of Board; and no provisions of Board's personnel policies shall apply to this Agreement. None of the benefits provided by Board to its employees including, but not limited to, worker's compensation insurance and unemployment insurance, are available from Board to Vendor, or its employees, agents or servants. Vendor assumes responsibility for payment of all federal, state and local taxes imposed or required of Vendor including but not limited to FICA, FUTA, unemployment insurance, Social Security and income tax laws for which Vendor as employer is responsible. Vendor shall be solely responsible for any worker's compensation insurance required by law and shall provide the Board with proof of insurance upon demand. The parties agree that Board shall not: (a) pay dues, licenses or membership fees for Vendor; (b) require attendance by Vendor, except as otherwise specified herein; (c) control the method, manner or means of performing under this

Agreement, except as otherwise specified herein; or (d) restrict or prevent Vendor from working for any other party.

11. **Force Majeure.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder)], when and to the extent such failure or delay is caused by or results from the following force majeure events ("**Force Majeure Events**"): (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, warlike operation, insurrection, rebellion, revolution, military or usurped power, sabotage or other civil unrest; (d) strikes, embargoes, blockades, labor stoppages, lockouts or slowdowns or other industrial disturbances or inability to obtain necessary materials or services (e) governmental delay regarding permits or approvals; (f) action by any governmental authority; (g) national or regional emergency; (h) shortage of adequate power or transportation facilities; or (j) other similar events beyond the reasonable control of the party impacted by the Force Majeure Event (the "**Impacted Party**") and provided further, however, that such performance shall be resumed and completed with due diligence and reasonable dispatch as soon as the contingency causing the delay or impossibility shall abate.
12. **Attorney's Fees; and Costs of Enforcement.** In the event suit is commenced to enforce this Agreement, costs of said suit including reasonable attorneys' fees in all proceedings, trials, investigations, appearances, appeals and in any bankruptcy proceeding or administrative proceeding shall be paid to the prevailing party by the non-prevailing party. In the event of default by either party hereto, the defaulting party shall be liable for all costs and expenses, including reasonable attorney' s fees and costs incurred by the other party in enforcing its rights hereunder, whether litigation be instituted or not, at the trial court and appellate court level.
13. **Law of the Agreement; Jurisdiction and Venue.** The Parties agree that the laws of the State of Florida shall govern any dispute arising from or related to this Agreement. The Parties to this Agreement agree that venue and jurisdiction is mandated to lie only in the state courts located in Sumter County, Florida. Removal of this case to federal court is not permitted. Litigation in federal court is precluded by agreement of the parties hereto. If, even though precluded by agreement of the Parties hereto, litigation arising from or based upon this contract should be mandated by a court of competent jurisdiction issued pursuant to a duly noticed hearing giving Sumter County adequate time to respond and all of the benefits of due process to lie in the proper venue or jurisdiction of a federal court, that federal court shall only be in the Middle District of Florida, Ocala Division. The Parties further agree that entry into this agreement constitutes irrevocable consent that the exclusive venue for any such dispute shall lie solely in the state or county courts in and for Sumter County, Florida. The Parties expressly and irrevocably waive any right(s) to removal of any such dispute to any federal court, unless the federal court has exclusive jurisdiction; in such cases, the parties agree that the exclusive venue for any such disputes shall be the United States District Court, in and for the Middle District of Florida, Ocala Division. Process in any action or proceeding referred to in this paragraph may be served on any party anywhere in the world, such party waives any argument that said party is not subject to the jurisdiction of the state courts located in Sumter County, Florida and that the laws of the state of Florida.

14. **Entire Agreement.** This Agreement contains the entire agreement of the Parties and may not be changed except by written agreement duly executed by the Parties hereto. This Agreement supersedes any prior understandings or agreements between the Parties, and there are no representations, warranties, or oral agreements other than those expressly set forth herein.
15. **Assignment.** This Agreement shall not be assigned nor may any portion of the obligations contemplated in this Agreement be subcontracted to another party without prior written approval of County. No such approval by County of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of County. All such assignments and subcontracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that County shall deem necessary.
16. **Compliance with Licenses, Permits, and Applicable Laws.** In performing services hereunder, Vendor shall comply with all federal, state and local laws and regulations. Vendor shall be responsible for identifying and obtaining all permits necessary to complete the scope of services. Vendor shall be responsible for obtaining, at its sole cost and expense, all necessary license licenses and other governmental approvals required in order for Vendor to provide the type of services required hereunder.
17. **E-Verify:** system established by the U.S. Department of Homeland Security to determine the immigration and work-eligibility status of prospective employees.
18. The Vendor agrees to certify to the Board that Vendor is in compliance with the federal E-Verify program, including obtaining written certification from all sub-Vendors who will participate in the performance of scope of services contemplated in this Agreement. All sub-Vendor certifications must be kept on file by the Vendor and made available to the state and/or the Board upon request. The Board reserves the right to take action against any Vendor deemed to be non-compliant; potential actions may include, but are not limited to, cancellation of this Agreement and/or suspending or debaring the Vendor from performing services for the County.
19. **Conflict of Interest.** Vendor shall notify Board in writing of any commitments during the term of this Agreement which may constitute a potential or actual conflict of interest with respect to the scope of services to be performed for the Board.
20. **Corporate Status; Change of Ownership.** If Vendor is a non-governmental, corporate entity:
- a. *Corporate Status.* Vendor shall ensure that the corporate status shall continuously be in good standing and active and current with the state of its incorporation and the State of Florida and at all times throughout the Term, and any renewal or extension hereof. Failure of the Vendor to keep its corporate status active and current shall constitute a material breach under the terms of this Agreement.
 - b. *Change of Ownership.* Vendor shall notify County immediately upon any change in corporate ownership or any substitution of the key professional assigned (the "Key Person") to perform under this Agreement ("Change of Ownership"). County shall have the option of cancelling this Agreement if a Change of Ownership is not suitable to it, provided however, no cancellation

shall relieve the Vendor of its obligations to perform the work described herein or for liability for breach of same. A Change of Ownership means the occurrence of any one or more of the following: a sale, lease, or other disposition of 50% or more of the interest or assets of the company or corporation; a merger, reverse merger or consolidation with another entity; a transaction wherein a third-party becomes the beneficial owner having fifty (50%) percent or more interest in the corporation or company; or fifty (50%) percent or more of the total number of votes that may be cast for any act of the entity.

21. **Default.** Neither Party shall declare the other party in default of any provision of this Agreement without giving the other party at least ten (10) days advance written notice of intention to do so, during which time the other party shall have the opportunity to remedy the default. The notice shall specify the default with particularity.
22. **Dispute Resolution.** All disputes arising out of or in connection with this Agreement shall be attempted to be settled through good-faith negotiation between the Parties, followed if necessary within thirty (30) days by professionally-assisted mediation. Any mediator so designated must be acceptable to each Party. The mediation will be conducted as specified by the mediator and agreed upon by the Parties. The Parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either Party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings. Each Party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the Parties. Failing resolution through negotiation or mediation, either Party may file an action in a court of competent jurisdiction or other appropriate remedy available in law or equity as defined herein below.
23. **Jointly Drafted.** The Parties agree that this Agreement is entered into knowingly and voluntarily, after having the opportunity to fully discuss it with an attorney. Having had the opportunity to obtain the advice of legal counsel to review, comment upon, and redraft this Agreement, the Parties agree that this Agreement shall be construed as if the parties jointly prepared it so that any uncertainty or ambiguity shall not be interpreted against any one party and in favor of the other.
24. **Parties Acknowledgement; Parties Bound.** The Parties acknowledge that they have read this Agreement, and that they understand the terms and conditions herein and that the terms have been fully and completely explained to the Parties prior to the execution thereof. Each party acknowledges that the other party has made no warranties, representations, covenants, or agreements, express or implied, except as expressly contained in this Agreement. Further, the Parties have caused this Agreement to be executed on their respective behalf by the authorized officer whose signature appears below under their respective name, to be effective as of the date first written above. This Agreement shall inure to the benefit of and be binding upon the Parties, their successors, heirs, and personal representatives.
25. **Waiver.** The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.
26. **Time is of the Essence.** Time shall be of the essence of this Agreement.

- 27. **Survivability.** Any provision of this Agreement which obligates any of the Parties to perform an obligation either before the commencement of the Term or after the expiration of the Term, or any renewal or extension thereof, shall be binding and enforceable notwithstanding that performance is not within the Term, and the same shall survive.
- 28. **Severability.** Whenever possible each provision and term of this Agreement will be interpreted in a manner to be effective and valid but if any provision or term of this Agreement is held to be prohibited or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Agreement.
- 29. **Counterparts.** This Agreement may be executed in a number of identical counterparts and a facsimile or electronic/digital copy shall be treated as an original. If so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one agreement. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
- 30. **Section and Paragraph Headings.** Captions or paragraph headings herein contained are for organizational convenience only and shall not be constructed as material provisions of this agreement or to limit any provisions hereunder.
- 31. **Cooperation; Supplementary Actions.** All Parties agree to cooperate fully and to execute any supplementary documents, and to take any additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement, and which are not inconsistent with its terms.
- 32. **Miscellaneous.** Whenever the context shall so require, all words in this Agreement of one gender shall be deemed to include the other gender.
- 33. **Incorporation of Recitals.** Each of the WHEREAS clauses listed above are hereby re-alleged and incorporated into this Agreement as if otherwise fully stated herein.
- 34. **Notice.** Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be made in writing and shall be personally delivered to the individuals listed below, sent via prepaid courier or overnight courier, or deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, addressed to the addresses (and individuals) set forth below. No other form of electronic communications (Facebook, Twitter, Text) will be deemed Notice.

<u>FOR THE BOARD</u>	<u>FOR THE VENDOR</u>
Name: <u>Bradley S. Arnold</u>	Name: _____
Address: <u>7375 Powell Road, Wildwood, FL 34785</u>	Address: _____
Title: <u>County Administrator</u>	Title: _____
Date: <u>10/12/21</u>	Date: _____

IN WITNESS WHEREOF, the parties have signed this agreement the day and year first above written.



WITNESS:

By: Nehssa Elliott D.C.

SUMTER COUNTY
BOARD OF COUNTY COMMISSIONERS

[Signature]

By: Chairman

Date Signed: 10/12/21

ATTEST:

By: [Signature]

ASPHALT PAVING SYSTEMS, INC.

[Signature]

By: Robert Capoferri, President

Date Signed: 10-15-2021

REQUEST FOR PROPOSALS
FOR
SUMTER COUNTY
PAVEMENT MAINTENANCE AND REHABILITATION CONTINUING
SERVICES
RFP # 032-0-2021



Board of Sumter County Commissioners
Purchasing Division
319 E. Anderson Avenue
Bushnell, FL 33513

Phone (352) 689-4400 Fax (352) 689-4401

Date of Issue: August 13, 2021

PROPOSAL DOCUMENTS CHECKLIST OF ITEMS REQUIRED TO BE SUBMITTED

The following documents and forms in the following arrangement must accompany each proposal or alternate proposal submitted:

Documents that are mandatory and MUST accompany the submittal of the bid in order for the submission to be considered:

- One (1) original proposal, clearly labeled "Original"
- Proposal Cover Page. This is to be used as the first page of the RFP. This form must be fully completed and signed by an authorized officer of the vendor.
- Proposer Certification / Addenda Acknowledgement Form
- Statement of General Terms and Conditions
- A sworn, notarized Statement of Contractor's Experience and Personnel
- A sworn, notarized Drug Free Work Place Certificate must accompany each proposal or alternate proposal.
- A sworn, notarized Statement of Public Entity Crimes
- Unit Price Proposal Form A
- Proposal Form B
- List of Proposed Sub-Contractors/Supplier – Proposal Form C
- A separate sheet or sheets, clearly identified and numbered, of Exceptions or Deviations from the minimum specifications, must be attached to the Proposal Form (if applicable).
- Anti-Collusion Statement
- Hold Harmless Agreement
- Florida Contractor's License
- Florida Department of Transportation (FDOT) Pre-Qualifications

Documents that are required as part of the submittal but will be considered minor discrepancies if turned in within 24 business hours (Monday – Friday 8:00 a.m. to 5:00 p.m.) after opening of the bid and are found to be in compliance with the purchasing standards of Sumter County:

- Three (3) printed copies of the proposal in its entirety; and one (1) electronic single PDF version not password protected of the original submitted proposal in its entirety.
- E-Verify Certification Form
- Electronic signature page of the E-Verify Memorandum of Understanding from the Department of Homeland Security. This must be dated prior to the RFP due date.

- Bid Document Checklist of Items Required to be Submitted
- W-9
- A Certificate of Insurability, acceptable to the County, shall accompany each bid or alternate bid, in the amounts as prescribed by State and Sumter County BOCC .
 - All insurance policies shall be written on companies authorized to do business in the State of Florida and satisfactory to the Sumter County BOCC. Prior to commencing services pursuant to the award of this bid, the Contractor shall furnish to the Sumter County BOCC certificates of insurance showing the required coverage has been procured and paid for in advance. Within thirty (30) days prior to expiration, the Vendor shall provide the Sumter County BOCC with proof that required coverage has been extended.

Date: 9/27/2021

I, **Robert Capoferri** (name), an authorized officer of **Asphalt Paving Systems, Inc.** (company/vendor), confirm that the above listed documents are provided in our company's bid being submitted to Sumter County and confirm I have read and understand the RFP document in its entirety.

PROPOSER'S CERTIFICATION

Submit To: Sumter County Board of County Commissioners 319 E. Anderson Avenue Bushnell, Florida, 33513 Phone 352-689-4400 Fax 352-689-4401		SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS REQUEST FOR PROPOSALS (RFP) CERTIFICATION AND ADDENDA ACKNOWLEDGMENT		
DUE DATE: September 27, 2021	DUE TIME: 9:30 a.m.	RFP # 032-0-2021/RS		
TITLE: Sumter County Pavement Maintenance and Rehabilitation Continuing Services				
VENDOR NAME: Asphalt Paving Systems, Inc.		PHONE NUMBER: 813-788-0010		
VENDOR MAILING ADDRESS: 8940 Gall Blvd.		FAX NUMBER:		
CITY/STATE/ZIP: Zephyrhills, FL 33541		E-MAIL ADDRESS: FLEstimating@asphaltpavingsystems.com		
<p>"I, the undersigned, certify that I have reviewed the addenda listed below (list all addenda received to date). I understand that timely commencement will be considered in award of this RFP and that cancellation of award will be considered if commencement time is not met, and that untimely commencement may be cause for termination of contract. I further certify that the services will meet or exceed the RFP requirements. I, the undersigned, declare that I have carefully examined the RFP, specifications, terms and conditions as applicable for this Request, and that I am thoroughly familiar with all provisions and the quality and type of coverage and services specified. I further declare that I have not divulged, discussed, or compared this RFP with any other Offeror and have not colluded with any Offerors or parties to an RFP whatsoever for any fraudulent purpose."</p>				
<u> N/A </u> Addendum #	<u> N/A </u> Addendum #	<u> N/A </u> Addendum #	<u> N/A </u> Addendum #	<u> N/A </u> Addendum #
<p>"I certify that this quote is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an RFP for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this response and that the offer is in compliance with all requirements of the RFP, including but not limited to certification requirements. In conducting offers with an agency for Sumter County Board of County Commissioners (BOCC), respondent agrees that if this Proposals is accepted, the respondent will convey, sell, assign, or transfer to the Sumter County BOCC all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States for price fixing relating to the particular commodities or services purchased or acquired by the COUNTY. At the Sumter County BOCC discretion, such assignment shall be made and become effective at the time the purchasing agency renders final payment to the respondent."</p>				
<u>Robert Capoferri, President</u> Authorized Agent Name, Title (Print)		 Authorized Signature	<u>9/27/2021</u> Date	
<i>This form must be completed and returned with your Submittal</i>				

STATEMENT OF GENERAL TERMS AND CONDITIONS REFERENCE & SIMILAR PROJECTS EXPERIENCE FORM

PUBLIC ENTITY CRIME: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal/Bid on a contract to provide any goods or services to a public entity, for the construction or repair of a public building or public work, may not submit Proposals/Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or Vendor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

INDEMNIFICATION: The Contractor agrees to indemnify and hold harmless Board of Sumter County Commissioners, and their elected officials, employees and volunteers from and against all claims, losses and expenses, including legal costs, arising out of or resulting from, the performance of this contract, provided that any such claims, damage, loss of expenses is attributed to bodily injury, sickness, disease, personal injury or death, or to injury to or destruction of tangible property including the loss or loss of use resulting there from and is caused in whole or in part by any negligent act or omission of the tenant.

PROHIBITION OF LOBBYING: During the black out period which is, the period between the time the submittals for invitation to Bid or the Request for Proposals, or Qualifications, or information, as applicable, are received at Contracts / Purchasing and the time the Board awards the contract, no proposer, no lobbyist, principal, or other person may lobby, on behalf of a competing party in a particular procurement matter, any member of the Board, or any Board employee other than the Purchasing Division Manager. Violation of this provision may result in disqualification of violating party. All questions regarding this Request for Proposals (RFP) or Invitation to Bid (IBID) must be submitted in writing to the Board's Purchasing Division Manager.

ANTI TRUST LAWS: By submission of a signed RFP or BID, the successful Vendor acknowledges compliance with all antitrust laws of the United States and the State of Florida, in order to protect the public from restraint of trade, which illegally increases prices.

CONFLICT OF INTEREST: The award of the contract hereunder is subject to the provisions of Chapter 112 of the Florida Statutes. Vendors shall disclose the name of any Officer, Director, Partner, Associate, or Agent who is also an Officer, Appointee, or Employee of any of the Boards at the time of the RFP or BID, or at the time of occurrence of the Conflict of Interest thereafter.

INTERPRETATION, CLARIFICATIONS AND ADDENDA: No oral interpretations will be made to any vendor as to the meaning of the RFP/BID Contract Documents. Any inquiry or request for interpretation received by the Purchasing Division Manager before the date listed herein will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be distributed at or after the Pre-Proposals/Pre-Bid Conference, mailed or sent by available or electronic means to all attending prospective Submitters prior to the established RFP/BID opening date. Each Vendor shall acknowledge receipt of such addenda in the space provided. In case any Proposer/Bidder fails to acknowledge receipt of such addenda or addendum, his offer will nevertheless be construed as though it had been received and acknowledged and the submission of his bid will constitute acknowledgment of the receipt of same. All addenda are a part of the RFP/BID FORMS and each Proposer/Bidder will be bound by such addenda, whether or not received by him. It is the responsibility of each proposer/bidder to verify that he has received all addenda issued before RFP's/BID's are opened. In the case of unit price items, the quantities of work to be done and materials to be furnished under this RFP/BID Contract are to be considered as approximate only and are to be used solely for the comparison of RFP's/BID's received. The Board and/or his VENDOR do not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Vendor plead misunderstanding or deception because of such estimate or quantities of work performed or material furnished in accordance with the Specifications and/or Drawings and other Proposals/Bid Documents, and it is understood that the quantities may be increased or diminished as provided herein without in any way invalidating any of the unit or lump sum prices bid.

GOVERNING LAWS AND REGULATIONS: The vendor is required to be familiar with and shall be responsible for complying with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the work.

PROPRIETARY/CONFIDENTIAL INFORMATION: Vendors are hereby notified that all information submitted as part of, or in support of RFP's/BID's, will be available for public inspection ten days after opening of the RFP's/BID's or until a short list is recommended whichever comes first, in compliance with Chapter 119, and 287 of the Florida Statutes. Any person wishing to view the RFP's/BID's must make an appointment by calling the Purchasing Division Manager at (352) 689-4400. All RFP's/BID's submitted in response to this solicitation become the property of the Board. Unless information submitted is proprietary, copy written, trademarked, or patented, the Board reserves the right to utilize any or all information, ideas, conceptions, or portions of any RFP/BID, in its best interest.

TAXES: The Board of Sumter County Commissioners is exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request.

NON-COLLUSION DECLARATION: By signing this RFP/BID, all Vendors shall affirm that they shall not collude, conspire, connive or agree, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposals in connection with the work for which their RFP/BID has been submitted; or to refrain from Bidding in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the RFP/BID or of any other Bidder, or to fix any overhead, profit, or cost elements of the RFP/BID price or the RFP/BID price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Bidder, or any person interested in the proposed work.

PROPOSER RESPONSIBILITY: Invitation by the Boards to vendors is based on the recipient's specific request and application to DemandStar by Onvia at www.DemandStar.com [(800) 711-1712] or as the result of response by the public to the legal advertisements required by State law. Firms or individuals submit their responses on a voluntary basis, and therefore are not entitled to compensation of any kind.

OWNERSHIP OF SUBMITTALS: All responses, inquiries or correspondence relating to or in reference to this RFP/BID, and all other reports, charts, displays, schedules, exhibits and other documentation submitted by the vendors will become the property of the Board. Reference to literature submitted with a previous RFP/BID will not relieve the Bidder from including any required documents with this RFP/BID.

EXAMINATION OF BID DOCUMENTS: Each Bidder shall carefully examine the RFP/BID Document to ensure all pages have been received, all drawings and/or Specifications and other applicable documents are included, and shall inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress or performance of the work to be performed under the Contract. Ignorance on the part of the CONTRACTOR will in no way relieve him of the obligations and responsibilities assumed under the Contract.

VENDOR RESPONSIBILITY: Vendors are fully and completely responsible for the labeling, identification and delivery of their submittals. The Purchasing Division Manager will not be responsible for any mislabeled or misdirected submissions, nor those handled by delivery persons, couriers, or the US Postal Service.

DRUG FREE WORKPLACE: All Proposers/Bidders shall submit the enclosed, duly signed and notarized form entitled "Drug Free Workplace Certificate". The Drug Free Workplace Vendor shall have the burden of demonstrating that his program complies with Section 287.087 of the Florida Statutes, and any other applicable state law.

This document must be completed and returned with your Submittal.

BOARD OF SUMTER COUNTY COMMISSIONERS, are political subdivisions of the State of Florida, and reserve the right to reject any and/or all submittals, award the right to waive any informalities or irregularities in the examination process, and reserve the right to award contracts and/or in the best interest of the Boards. Submittals not meeting stated minimum terms and qualifications may be rejected by the Boards as non-responsive. The Boards reserve the right to reject any or all submittals without cause. The Boards reserves the right to reject the submission of any Vendor in arrears or in default upon any debt or contract to the Boards, or who has failed to perform faithfully any previous contract with the Boards or with other governmental agencies.

PUBLIC RECORDS LAW: Correspondence, materials and documents received pursuant to this RFP/BID become public records subject to the provisions of Chapter 119, Florida Statutes.

VERIFICATION OF TIME: Nextel time is hereby established as the Official Time of the Boards.

PREPARATION OF PROPOSALS/BIDS:

Signature of the Bidder: The Bidder must sign the RFP/BID FORMS in the space provided for the signature. If the Proposer/Bidder is an individual, the words "doing business as _____" must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the firm name and the words, "Member of the Firm" should be written beneath such signature. If the Proposer/Bidder is a corporation, the title of the officer signing the RFP/BID on behalf of the corporation must be stated and evidence of his authority to sign the RFP/BID must be submitted. The Proposer/Bidder shall state in the RFP/BID FORMS the name and address of each person interested therein.

Basis for Bidding: The price proposed for each item shall be on a lump sum or unit price basis according to specifications on the RFP/BID FORM. The proposed prices shall remain unchanged for the duration of the Contract and no claims for cost escalation during the progress of the work will be considered, unless otherwise provided herein.

Total Proposed Price/Total Contract Sum Proposed: If applicable, the total price bid for the work shall be the aggregate of the lump sum prices proposed and/or unit prices multiplied by the appropriate estimated quantities for the individual items and shall be stated in figures in the appropriate place on the RFP/BID FORM. In the event that there is a discrepancy on the RFP/BID FORM due to unit price extensions or additions, the corrected extensions and additions shall be used to determine the project bid amount.

TABULATION: Those wishing to receive an official tabulation of the results of the opening of this RFP/BID are to submit a self-addressed, stamped business size (No. 10) envelope, prominently marked on the front lower left side, with the RFP identification. Tabulation requested by telephone, fax or electronic media will not be accepted.

OBLIGATION OF WINNING BIDDER: The contents of the RFP/BID of the successful proposer/bidder will become contractual obligations if acquisition action ensues. Failure of the successful Proposer/Bidder to accept these obligations in a contract may result in cancellation of the award and such vendor may be removed from future participation.

AWARD OF BID: It is the Boards' intent to select a vendor within sixty (60) calendar days of the deadline for receipt of Proposals/Bids. However, Proposals/Bids must be firm and valid for award for at least ninety (90) calendar days after the deadline for receipt of the RFP/BID.

ADDITIONAL REQUIREMENTS: The firms shall furnish such additional information as the Boards may reasonably require. This includes information which indicates financial resources as well as ability to provide the services. The Boards reserve the right to make investigations of the qualifications of the firm as it deems appropriate.

PREPARATION COSTS: The Boards shall not be obligated or be liable for any costs incurred by Proposers/Bidders prior to issuance of a contract. All costs to prepare and submit a response to this RFP/BID shall be borne by the Proposer/Bidder.

TIMELINESS: All work will commence upon authorization from the Boards' representative (Purchasing Division Manager). All work will proceed in a timely manner without delays. The Contractor shall commence the work UPON RECEIPT OF NOTICE TO PROCEED and/or ORDER PLACED (PURCHASE ORDER PRESENTED), and shall deliver in accordance to the terms and conditions outlined and agreed upon herein.

DELIVERY: All prices shall be FOB Destination, Sumter County, Florida, inside delivery unless otherwise specified.

ADDITIONAL SERVICES/PURCHASES BY OTHER PUBLIC AGENCIES ("PIGGY-BACK"):

The Vendor by submitting a Bid acknowledges that other Public Agencies may seek to "Piggy-Back" under the same terms and conditions, during the effective period of any resulting contract - services and/or purchases being offered in this Bid, for the same prices and/or terms proposed. Vendor has the option to agree or disagree to allow contract Piggy-Backs on a case-by-case basis. Before a Public Agency is allowed to Piggy-Back any contract, the Agency must first obtain the vendor's approval - without the vendor's approval, the seeking Agency cannot Piggy-Back.

PLANS, FORMS & SPECIFICATIONS: Bid Packages are available from the Purchasing Division Manager. These packages are available for pickup or by mail. If requested to mail, the Proposer/Bidder must supply a courier account number (UPS, FedEx, etc). Proposers/Bidders are required to use the official RFP/BID FORMS, and all attachments itemized herein, are to be submitted as a single document. Any variation from the minimum specifications must be clearly stated on the RFP/BID FORM and/or Exceptions/Deviations Sheet(s). Only one set of plans, forms, and specifications will be furnished each company or corporation interested in submitting a Proposals/bid. RFP/BID FORM documents for this project are free of charge and are available on-line and are downloadable (vendor must pay any DemandStar fees or any shipping).

MANUFACTURER'S NAME AND APPROVED EQUIVALENTS: Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition unless otherwise indicated. The Proposer/Bidder may offer any brand for which he is an authorized representative, which meets or exceeds the RFP/BID specification for any item(s). If RFP's/BID's are based on equivalent products, indicate on the RFP/BID FORM the manufacturer's product name and literature, and/or complete specifications. Reference to literature submitted with a previous RFP/BID will not satisfy this provision. The Proposer/Bidder shall explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. RFP's/BID's which do not comply with these requirements are subject to rejection. RFP's/BID's lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the RFP/BID FORM. The Purchasing Division Manager is to be notified, in writing, of any proposed changes in materials used, manufacturing process, or construction. However, changes shall not be binding upon the Boards unless evidenced by a Change Notice issued and signed by the Purchasing Division Manager, or designated representative.

QUANTITIES: The quantities as specified in this RFP/BID are estimates only and are not to be construed as guaranteed minimums.

SAMPLES: Samples of items, when called for, shall be furnished free of expense, and if not destroyed may, upon request, be returned at the Proposer's/Bidder's expense. Each sample shall be labeled with the Proposer's/Bidder's name, manufacturer brand name and number, RFP/BID number and item reference. Samples of successful Proposer's/Bidder's items may remain on file for the term of the contract. Request for return of samples shall be accompanied by instructions which include shipping authorization and must be received at time of opening. Samples not returned may be disposed of by the Boards within a reasonable time as deemed appropriate.

DOCUMENT RE-CREATION: Vendor may choose to re-create any document(s) required for this solicitation, but must do so at his own risk. All required information in the original Board format must be included in any re-created document. Submittals may be deemed non-responsive if required information is not included in any re-created document.

ACKNOWLEDGED:


Robert Capoferri, President
(Signature and Date)

***** PLEASE SEE ATTACHED*****

Owner / Business Name:		
Project Location / Address:		
City:	State:	Zip Code:
Point of Contact:	Dates of Work:	
Phone Number:	Fax Number:	
E-mail Address:		
Project Name:		
Brief Description of Project:		

Owner / Business Name:		
Project Location / Address:		
City:	State:	Zip Code:
Point of Contact:	Dates of Work:	
Phone Number:	Fax Number:	
E-mail Address:		
Project Name:		
Brief Description of Project:		

Owner / Business Name:		
Project Location / Address:		
City:	State:	Zip Code:
Point of Contact:	Dates of Work:	
Phone Number:	Fax Number:	
E-mail Address:		
Project Name:		
Brief Description of Project:		


CONTRACTOR'S AFFIDAVIT

State of Florida
County of Pasco

Before me personally appeared Robert Capoferri who is (title) President
of (the company described herein) Asphalt Paving Systems, Inc. being duly sworn, deposes and says
that the foregoing statements are a true and accurate statement of the position of said organization as of
the date thereof, and, that the statements and answers to the foregoing experience questionnaire are
correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of
false, deceptive, or fraudulent statements of this application constitutes fraud; and, agrees to furnish any
pertinent information requested by The Sumter County Board of County Commissioner deemed
necessary to verify the statements made in this application or regarding the ability, standing and general
reputation of the applicant.

Personally Known or Produced Identification _____

Sworn to and subscribed before me this 27th day of September, 2021



NOTARY PUBLIC - STATE OF FLORIDA
(Signature of Notary Public)

Amanda Reichart

(Print Name of Notary Public)

(seal)



AMANDA REICHART
Commission # GG 177629
Expires January 22, 2022
Bonded Thru Budget Notary Services

This document must be completed and returned with your Submittal

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that,

Asphalt Paving Systems, Inc.

(print or type name of firm)

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under Proposals or bid, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under Proposals or bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, please or guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.
- "As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

Robert Capoferri

Authorized Signature

9/27/21

Date Signed

State of: Florida

County of: Pasco

Sworn to and subscribed before me this 27th day of September, 20 21

Personally known or Produced Identification _____
(Specify Type of Identification)

[Signature]
Signature of Notary

My Commission Expires January 22, 2022
(seal)



AMANDA REICHART
Commission # GG 177629
Expires January 22, 2022
Bonded Thru Budget Notary Services

This document must be completed and returned with your Submittal

HOLD HARMLESS AGREEMENT

The Contractor/Vendor is required to purchase and maintain minimum limits of \$1,000,000 per occurrence for all liability, which includes general liability and, if applicable, automobile liability. Other coverage may be required where applicable.

The Contractor/Vendor agrees to hold the Sumter County Board of County Commissioners harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting there from, arising out of the agreement, unless such claims are a result of the County's sole negligence.


The Contractor/Vendor shall purchase and maintain workers' compensation insurance & employer's liability in accordance with Florida Statute Chapter 440.

The Contractor/Vendor shall also purchase any other coverage required by law for the benefit of employees.

Required insurance shall be documented in Certificates of Insurance and shall be provided to the County representative requesting the service.

By signature upon this form the Contractor/Vendor stipulates that he/she agrees to the Hold Harmless Agreement, and to abide by all insurance requirements.

Asphalt Paving Systems, Inc.
Contractor/Vendor-Print Name
RFP#032-0-2021-Pavment Maintenance &
Rehabilitation Continuing Services
Project Name


Signature Robert Capoferri, President
9/27/2021
Date

The effective dates of this Hold Harmless Agreement shall be for the duration of the contract associated with this project.

This document must be completed and returned with your Submittal

E-Verify Vendor/Contractor/Subcontractor Certification

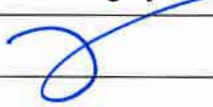
E-Verify is a federal system established by the Department of Homeland Security to determine the immigration and work-eligibility status of prospective employees. Detailed E-Verify program information for employers can be found at <http://www.dhs.gov/e-verify>.

Vendors must certify compliance with the federal E-Verify program for all employees hired on or after the date of the contractor's registration on the Department of Homeland Security website <http://www.dhs.gov/e-verify> by providing the Memorandum of Understanding electronic signature page with date of registration and company ID number (see example below) and this E-Verify Certification form. In the case of contractors, this includes obtaining written certification from all subcontractors who will participate in the performance of the contract. The certification below has been prepared for all County vendors and contractors to use for this purpose. All subcontractor certifications must be kept on file with the contract vendor and made available to the state and/or County upon request.

CERTIFICATION

I certify that the company shown below is in compliance with the above statement and that I am authorized to sign on its behalf.

Name of Company: Asphalt Paving Systems, Inc.

Authorized signature: 

Printed name & Title: Robert Capoferri, President

Address: 9021 Wire Road Zephyrhills, FL 33540


Date: 9/27/2021

Telephone Number: 813-788-0010

E-mail address: Amandareichertaps@gmail.com/ FLEstimating@asphaltpavingsystems.com

Sumter County reserves the right to determine how it will respond to any instances of non-compliance or false certification of compliance. Potential County actions include, but are not limited to, cancellation of the contract and/or suspending or debaring the contract vendor from performing services in any aspect to the County.

Please contact the Purchasing Division at 352-689-4400 with questions regarding this requirement.

E-Verify  

Company ID Number: xxxxxxx

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer **E-ONE, Inc.**

Vendor's Name <small>Name (Please Type or Print)</small>	Title
Electronically Signed Signature	03/15/2010 Date
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature	Date

This document must be completed and returned with your Submittal.

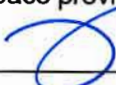
ANTI-COLLUSION STATEMENT

By signing this form, the vendor agrees that this quote is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a quote for the same purpose and that the quote is in all respects fair and without collusion or fraud,

IT IS AGREED BY THE UNDERSIGNED VENDOR. THAT THE SIGNING AND DELIVERY OF THE QUOTE REPRESENTS THE VENDOR'S ACCEPTANCE. OF THE TERMS AND CONDITIONS OF THE FORGOING SPECIFICATIONS AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDOR AND THE BOARD OF SUMTER COUNTY COMMISSIONERS

NAME OF FIRM: Asphalt Paving Systems, Inc.

[Sign in ink in the space provided below]

SIGNED BY:  Robert Capoferri

TITLE: President

ADDRESS: 9021 Wire Road

CITY & STATE: Zephyrhills, FL 33540

TELEPHONE: 813-788-0010

No quotes will be withdrawn for a period of sixty (60) days subsequent to the opening of quotes, without the consent of the Board of Sumter County Commissioners.

NO QUOTE (Reason):

This document must be completed and returned with your Submittal

STATEMENT OF PUBLIC ENTITY CRIMES

This is a sworn statement under Section 287.133(3)(a), Florida Statutes, on public entity crimes and must be signed in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted with Bid, Proposal or Contract No. RFP# 032-0-2021
for Pavment Maintenance & Rehabilitation Continuing Services.

2. This sworn statement is submitted by Asphalt Paving Systems, Inc.
(Name of entity submitting sworn statement)

whose business address is:

9021 Wire Road Zephyrhills, FL 33540

Its Federal Employer Identification Number (FEIN) is 22-3787755. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

3. I understand that a *Public Entity Crime* as defined in Paragraph 287.133(1)(g), Florida Statutes, is a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other State or with the United States, including, but not limited to, any bid, proposal, reply or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that *convicted* or *conviction* as defined in Paragraph 286.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any Federal or State trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial or entry of a plea of guilty or nolo contendere.
5. I understand that an *affiliate* as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:
- (a) A predecessor or successor of a person convicted of a public entity or crime; or
 - (b) An entity under the control of a natural person who is active in the management of the entity and who has been convicted of a public entity crime. *Affiliate* includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an *affiliate*.
6. I understand that a *person* as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. *Person* includes those officers, directors, executives, shareholders, partners, employees, members, and agents who are active in management of an entity.

7. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989 AND (Please indicate which additional statement applies.)

There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

[Signature]
(Signature) Robert Capoferri

Sworn to and subscribed before me this 27th day of September , 20 21 .

Personally Known X

OR produced identification

Notary Public – State of FL

My commission expires January 22, 2022

Type of identification produced



AMANDA REICHART
Commission # GG 177629
Expires January 22, 2022
Bonded Thru Budget Notary Services

[Signature]
(Printed, typed or stamped
Commissioned name of notary public)

This document must be completed and returned with your Submittal

STATEMENT OF "NO PROPOSALS" RFP # 032-0-2021/RS

If you do not intend to submit a Proposal for this project, please complete and return this form prior to date shown for receipt of Proposals to: Sumter County BOCC, 319 E. Anderson Avenue, Wildwood, Florida 34785. Attn: Mrs. Becky Segrest.

We, the undersigned, have declined to submit a Proposal for your **RFP # 032-0-2021/RS Sumter County Pavement Maintenance and Rehabilitation Continuing Services** for the following reasons:

Specifications are too "tight" i.e. geared toward one brand or manufacturer only (please explain reason below)

Insufficient time to respond to Request for Proposals.

We do not offer this product/s or equivalent.

Remove us from your vendor's list for this commodity or service.

Our product schedule would not permit us to perform to specifications.

Unable to meet specifications.

Unable to meet insurance requirements.

Specifications unclear (please explain below).

Competition restricted by pre-approved owner standards.

Other (please specify below or attach a separate sheet).

Remarks:

"We understand that if this "No Proposals" letter is not executed and returned, our name may be deleted from the list of qualified proposers for the owner for future projects or commodities".

Company Name: _____

Address: _____

Signature and Title: _____

Telephone Number _____ Date _____

Countywide Pavement Maintenance and Rehabilitation Continuing Services

Unit Price Proposal Form A

The following unit costs shall include all material, labor, equipment, and any other additional charges including but not limited to mobilization and maintenance of traffic (MOT) required to accomplish the work of the unit cost. Variable message boards are the one exception to this. Partial bids will be accepted on a per category basis.

Bid award will be based on the total unit pricing for each category listed in the unit price proposal. Bidders are **NOT** required to bid each category, but must provide pricing for **ALL** line items listed in those categories they are capable of producing and have prior applicable experience. Sumter County reserves the right to award a contract to one or more vendors.

CATEGORY A – MILLING PER TASK ORDER	UNIT	0 - 1,000	1,001 - 5,000	5,001 - 10,000	10,001 - 25,000	Over 25,000
1"	Sq. Yd.	\$12.50	\$6.50	\$4.25	\$3.45	\$2.95
2"	Sq. Yd.	\$12.50	\$6.50	\$4.50	\$3.70	\$3.15
3"	Sq. Yd.	\$14.50	\$7.25	\$5.25	\$4.50	\$3.75
4"	Sq. Yd.	\$15.75	\$7.75	\$5.75	\$5.15	\$4.50
5"	Sq. Yd.	\$17.75	\$8.00	\$7.00	\$6.25	\$5.25
6"	Sq. Yd.	\$20.00	\$8.25	\$7.25	\$6.75	\$6.00
Asphalt and/or profile millings deductive alternate for Contractor to deliver and transport	Cu. Yd.	\$-1.00	\$-1.00	\$-1.00	\$-1.00	\$-1.00
CATEGORY A SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category A)		\$92.00	\$43.25	\$33.00	\$28.80	\$23.60
CATEGORY A TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category A)				\$220.65		

CATEGORY B – STRUCTURAL OVERLAY - ASPHALT TYPES PER TASK ORDER	UNIT	0-100	101-500	501– 1,000	1,001–5,000	Over 5,000
9.5 S.P.	Ton	\$511	\$190	\$140	\$130	\$125
12.5 S.P.	Ton	\$508	\$187	\$137	\$127	\$123
9.5 F.C.	Ton	\$520	\$200	\$154	\$145	\$140
12.5 F.C.	Ton	\$514	\$195	\$152	\$143	\$137
CATEGORY B SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category B)		\$ 2,053.00	\$772.00	\$583.00	\$545.00	\$527.00
CATEGORY B TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category B)					\$4,480.00	
CATEGORY C - CHIP SEAL / FOG SEAL PER TASK ORDER	UNIT	0 - 25,000	25,001 - 50,000	50,001 - 100,000	Over 100,000	
Single Chip (Number 89 Stone)	Sq. Yd.	\$4.35	\$2.80	\$2.49	\$2.49	
Double Chip (Number 57 & 89 Stone)	Sq. Yd.	\$5.80	\$4.65	\$4.26	\$4.26	
Triple Chip Seal	Sq. Yd.	\$7.85	\$6.70	\$6.05	\$6.05	
Fog Seal	Sq. Yd.	\$0.75	\$0.55	\$0.55	\$0.55	
CATEGORY C SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category C)		\$18.75	\$14.70	\$13.35	\$13.35	
CATEGORY C TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category C)					\$60.15	
CATEGORY D - CAPE SEAL PER TASK ORDER	UNIT	0 - 25,000	25,001 - 50,000	50,001 - 100,000	Over 100,000	
Cape Seal	Sq. Yd.	\$9.70	\$7.55	\$6.65	\$6.65	
CATEGORY D SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category D)		\$9.70	\$7.55	\$6.65	\$6.65	
CATEGORY D TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category D)					\$30.55	

CATEGORY E - MICRO-SURFACING PER TASK ORDER	UNIT	0 - 25,000	25,001 - 50,000	50,001 - 100,000	Over 100,000	
Double Micro	Sq. Yd.	\$5.45	\$4.85	\$4.30	\$4.30	
Single Micro	Sq. Yd.	\$3.30	\$3.05	\$2.83	\$2.83	
Rut Filling (Leveling)	Ton	\$225.00	\$225.00	\$225.00	\$225.00	
CATEGORY E SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category E)		\$ 233.75	\$232.90	\$232.13	\$232.13	
CATEGORY E TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category E)				\$930.91		
CATEGORY F – IN-PLACE RECYCLING – RECONSTRUCTION (FULL DEPTH RECLAMATION) PER TASK ORDER	UNIT	0 - 25,000	25,001 - 50,000	50,001 - 100,000	Over 100,000	
Pulverization	Sq. Yd.	\$10.20	\$8.10	\$7.20	\$6.10	
Cement - Cement Treated Base	Ton	\$165	\$165	\$165	\$165	
Asphaltic Cement - Foamed Asphalt Base	Gallon	\$6.00	\$6.00	\$6.00	\$6.00	
Asphaltic Emulsion - Emulsion Treated Base	Gallon	\$2.50	\$2.50	\$2.50	\$2.50	
Added Rap or Aggregates	Ton	\$30.00				
Shoulder Rework	LF	\$2.25				
Excavation for Widening/Unsuitable Materials	Cu. Yd.	\$40.00				
General Use Optional Base Material	Cu. Yd.	\$30.00				
CATEGORY F SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category F)		\$285.95	\$181.60	\$180.70	\$179.60	
CATEGORY F TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category F)				\$827.85		

CATEGORY G – ASPHALT REJUVENATION PER TASK ORDER	UNIT	0 - 1,000	1,001 - 5,000	5,001 - 25,000	25,001 - 50,000	Over 50,000
Rejuvenation	Sq. Yd.	N/B	N/B	N/B	N/B	N/B
Test Core Removal	Each	N/B	N/B	N/B	N/B	N/B
Test Core Laboratory Analysis-	Each	N/B	N/B	N/B	N/B	N/B
Rejuvenation (Including Titanium Dioxide)	Sq. Yd.	N/B	N/B	N/B	N/B	N/B
Field Core Removal	Each	N/B	N/B	N/B	N/B	N/B
Field Core Laboratory Analysis - Viscosity	Each	N/B	N/B	N/B	N/B	N/B
Field Core Laboratory Analysis – Titanium Dioxide Penetration	Each	N/B	N/B	N/B	N/B	N/B
Field Core Laboratory Analysis – Titanium Dioxide NO2 Reduction	Each	N/B	N/B	N/B	N/B	N/B
Field Core Laboratory Analysis – Titanium Dioxide Solar Reflectance Index (SRI)	Each	N/B	N/B	N/B	N/B	N/B
CATEGORY G SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category G)		N/B	N/B	N/B	N/B	N/B
CATEGORY G TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category G)				\$ N/B		
CATEGORY H - CRACK SEALING PER TASK ORDER	UNIT	0 - 500	500 -1,000	1,001 - 5,000	5,001 - 10,000	Over 10,000
Crack Sealant	Gallon	\$50	\$45	\$35	\$35	\$35
CATEGORY H SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category H)		\$50	\$45	\$35	\$35	\$35
CATEGORY H TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category H)				\$200.00		

CATEGORY I - TRAFFIC LOOP REPLACEMENT	UNIT					
Type A (FDOT Item # 660-2-101)	Each	\$4,000				
Type B (FDOT Item # 660-2-102)	Each	\$4,000				
Type F (FDOT Item # 660-2-106)	Each	\$4,500				
Type F (FDOT Item #660-2-106 modified to 30 Ft)	Each	\$4,750				
CATEGORY I TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for Category I)		\$ 17,250.00				
CATEGORY J - SODDING PER TASK ORDER	UNIT					
Sod	Sq. Yd.	\$4.50				
CATEGORY J SUB-TOTAL UNIT PRICING: (Instructions: Enter Total line item unit pricing for Category J)		\$ 4.50				
CATEGORY K – VARIABLE MESSAGE BOARDS PER TASK ORDER	UNIT					
Variable Message Board	PER BOARD PER DAY	\$50.00				
CATEGORY K SUB-TOTAL UNIT PRICING: (Instructions: Enter Total line item unit pricing for Category K)		\$ 50.00				

CATEGORY L – PAVEMENT MARKINGS PER TASK ORDER					
Item:	Product Type:	Unit:	Painted	Thermoplastic	Misc.
L-1	White – Solid				
	4"	GM	\$3,220	\$5,405	
	6"	GM	\$3,680	\$5,980	
	8"	LF	\$0.70	\$1.75	
	12"	LF	\$4.60	\$5.75	
	18"	LF	\$6.90	\$6.90	
	24"	LF	\$9.20	\$11.50	
L-2	White – Skip				
	4"	GM	\$1,150	\$1,725	
	6"	GM	\$1,380	\$2,300	
L-3	Yellow – Solid				
	4"	GM	\$3,220	\$5,405	
	6"	GM	\$3,680	\$5,980	
	8"	LF	\$0.70	\$1.75	
	12"	LF	\$3.45	\$4.60	
	18"	LF	\$5.20	\$6.90	
L-4	Yellow – Skip				
	4"	GM	\$1,150	\$1,725	
	6"	GM	\$1,380	\$2,300	
L-5	Yellow – Double				
	4"	GM	\$4,600	\$10,810	
	6"	GM	\$5,060	\$11,500	

L-6	Audible and Vibratory Pavement Markings				
	Yellow – Skip 4"	GM	\$9,430	\$9,430	
	Yellow – Skip 6"	GM	\$9,430	\$9,430	
	White – Solid 4"	GM	\$9,430	\$9,430	
	White – Solid 6"	GM	\$9,430	\$9,430	
L-7	Legends				
	"STOP"	EA	\$115	\$230	
	"R X R" (Includes 6" white)	EA	\$230	\$403	
	"ONLY"	EA	\$150	\$230	
	"LANE"		\$150	\$230	
	"MERGE"	EA	\$140	\$288	
	"SCHOOL"	EA	\$175	\$325	
	"AHEAD"	EA	\$165	\$300	
	" Visitor"	EA	\$140	\$288	
	"Resident"	EA	\$140	\$288	
	"Path"	EA	\$115	\$230	
L-7	Markings				
	TURN AND THROUGH LANE TURN ARROW	EA	\$175	\$250	
	THROUGH LANE USE ARROW	EA	\$175	\$250	
	TURN LANE USE ARROW	EA	\$175	\$250	
	BIKE OR CART	EA	\$150	\$225	
	BIKE ARROW	EA	\$150	\$225	
	YIELD TRIANGLES	EA	\$150	\$225	
L-8	Reflective Pavement Markers				
	Bi-Directional, Amber	EA	\$5.00	\$5.00	
	Mono-Directional Colorless	EA	\$5.00	\$5.00	
	Bi-Directional, White/Red	EA	\$5.00	\$5.00	

L-9	Miscellaneous				
	Removal of Existing Marking	SF			\$2.90
	Preform Thermoplastic 12"	LF			\$9.20
	Preform Thermoplastic 24"	LF			\$18.40
	Off Duty Law Enforcement Officer	HR			\$75.00
CATEGORY L SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category L)			\$68,745.75	\$95,141.15	\$105.50
CATEGORY L TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category L)				\$164,203.40	

SHADED NOT APPLICABLE

Countywide Pavement Maintenance and Rehabilitation Continuing Services

Proposal Form B

PROPOSAL OF

Asphalt Paving Systems, Inc.
Full Legal Company Name

<u>9021 Wire Road Zephyrhills, FL 33540</u>	<u>813-788-0010</u>	<u>813-788-0020</u>
Mailing Address	Telephone Number	Fax Number

Proposers: Having become familiar with requirements of the project, and having carefully examined the Proposal Documents and Specifications entitled Countywide Pavement Maintenance and Rehabilitation Continuing Services in Sumter County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents to submit the following Proposal summarized as follows:

The following total unit costs (from the unit price proposal) shall include all material, labor, equipment, and any other additional charges including but not limited to mobilization and maintenance of traffic (MOT) required to accomplish the work of the unit cost for any locations within Sumter County. Partial proposals will be accepted on a per category basis. Proposers are **NOT** required to propose each category, but must provide pricing for **ALL** line items listed in those categories on the unit price proposal for which the proposer is capable of producing and have prior applicable experience.

FOR: Countywide Pavement Management and Rehabilitation Continuing Services

CATEGORY A TOTAL UNIT PRICING: \$ 220.65
(From the unit price proposal) Amount Written in Numerals

Two Hundred Twenty Dollars and Sixty Five cents /100
Amount Written in Words

CATEGORY B TOTAL UNIT PRICING: \$ 4,480.00
(From the unit price proposal) Amount Written in Numerals

Four Thousand Four Hundred Eighty Dollars and no Cents /100
Amount Written in Words

CATEGORY C TOTAL UNIT PRICING: \$ 60.15
 (From the unit price proposal) Amount Written in Numerals

Sixty Dollars and Fifteen Cents /100
 Amount Written in Words

CATEGORY D TOTAL UNIT PRICING: \$ 30.55
 (From the unit price proposal) Amount Written in Numerals

Thirty Dollars and Fifty Five Cents /100
 Amount Written in Words

CATEGORY E TOTAL UNIT PRICING: \$ 930.91
 (From the unit price proposal) Amount Written in Numerals

Nine Hundred Thirty Dollars and Ninty One Cents /100
 Amount Written in Words

CATEGORY F TOTAL UNIT PRICING: \$ 827.85
 (From the unit price proposal) Amount Written in Numerals

Eight Hundred Twenty Seven dollars and Eighty Five cents /100
 Amount Written in Words

CATEGORY G TOTAL UNIT PRICING: \$ N/B
 (From the unit price proposal) Amount Written in Numerals

N/B /100
 Amount Written in Words

CATEGORY H TOTAL UNIT PRICING: \$ 200.00
 (From the unit price proposal) Amount Written in Numerals

Two Hundred dollars and No cents /100
 Amount Written in Words

CATEGORY I TOTAL UNIT PRICING: \$ 17,250.00
 (From the unit price proposal) Amount Written in Numerals

Seventeen Thousand Two Hundred Fifty Dollars and No Cents /100
 Amount Written in Words

CATEGORY J TOTAL UNIT PRICING: \$ 4.50
 (From the unit price proposal) Amount Written in Numerals

Four Dollars and Fifty Cents /100
 Amount Written in Words

CATEGORY K TOTAL UNIT PRICING: \$ 50.00
 (From the unit price proposal) Amount Written in Numerals

Fifty Dollars and no cents /100
 Amount Written in Words

CATEGORY L TOTAL UNIT PRICING: \$ 164,203.40
 (From the unit price proposal) Amount Written in Numerals

One Hundred Sixty Four Thousand Two Hundred and Three Dollars and Forty Cents /100
 Amount Written in Words

Each Proposer shall print legibly, in blue or black ink, the amount written in numerals and the amount written in words for the items shown above. In the event an amount submitted is not legible, the County reserves the right to consider it a "No Proposal", and deem the Proposer nonresponsive to the requirements of the Proposal.

All Unit Prices shall be established at the beginning of the contract and may be adjusted (+ or -) annually upon approval of both the Contractor and County and only at the beginning of each renewal period. Any approved annual rate adjustments shall take effect with the first task order issued after the renewal period. Additional Unit Price items not included on the official proposal form will be submitted to the County's authorized representative for prior approval and will be added to the Standard Agreement through a Contract Amendment and must be accepted by both the Contractor and the County. Price adjustments for fuel and bituminous products will not be allowed on a task order basis. The only time adjustments are allowed are during the renewal period.

Note: The listing order of proposal items reflects a construction sequence in general terms for proposal purposes only and is not a specific construction schedule. **Sumter County reserves the right to award a contract to more than one proposer.**



Contractor Pre-Qualification (CPQ)



Prequalified Contractors Listing

9/24/2021 11:17:16 AM EST

[Return to Inquiry Menu](#)

Contractor with Name FAUSNIGHT STRIPE AND LINE, INC.
1-1 of 1 contractors

[Printer Friendly Version](#)

VENDOR NAME	HOME OFFICE ADDRESS	BIDDING OFFICE ADDRESS
FAUSNIGHT STRIPE AND LINE, INC. F592556096003 EXPIRES: 11/30/2021	910 CHARLES STREET LONGWOOD, FL 32750 (407)261-5446	910 CHARLES STREET LONGWOOD, FL 32750 (407)261-5446

WORK CLASSES	ROADWAY SIGNING
PAVEMENT MARKING	



FLORIDA DEPARTMENT OF TRANSPORTATION

Report Technical Problems to the Service Desk @ 1-866-955-4357 or email:
[Service Desk](#)

Send Prequalification Questions or Comments to [Contracts Administration Office](#)
[Internet Privacy Policy](#), [Disclaimers & Credits](#)





[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Foreign Profit Corporation
ASPHALT PAVING SYSTEMS, INC.

Filing Information

Document Number F09000004816
FEI/EIN Number 22-3787755
Date Filed 12/04/2009
State NJ
Status ACTIVE

Principal Address

500 N. EGG HARBOR RD.
HAMMONTON, NJ 08037

Mailing Address

P.O. BOX 530
HAMMONTON, NJ 08037

Registered Agent Name & Address

Capoferri, Robert, President
9021 Wire Road
Zephyrhills, FL 33540

Name Changed: 03/28/2016

Address Changed: 03/28/2016

Officer/Director Detail

Name & Address

Title PVPT

CAPOFERRI, ROBERT
2561 AQUA VISTA BOULEVARD
FT LAUDERDALE, FL 33301

Title S

MESSINA, KENNETH G
2555 WEYMOUTH ROAD
HAMMONTON, NJ 08037

Title Assistant Corporate Secretary

Cresswell, Noelle
 8241 Shenandoah Run
 Wesley Chapel, FL 33544

Title Asst. Treasurer

Plummer, Steven G
 P.O. BOX 530
 HAMMONTON, NJ 08037

Annual Reports

Report Year	Filed Date
2016	01/30/2016
2017	01/19/2017
2018	02/13/2018

Document Images

02/13/2018 -- ANNUAL REPORT	View image in PDF format
01/19/2017 -- ANNUAL REPORT	View image in PDF format
03/28/2018 -- AMENDED ANNUAL REPORT	View image in PDF format
01/30/2016 -- ANNUAL REPORT	View image in PDF format
05/11/2015 -- AMENDED ANNUAL REPORT	View image in PDF format
01/21/2015 -- ANNUAL REPORT	View image in PDF format
03/24/2014 -- ANNUAL REPORT	View image in PDF format
02/12/2013 -- ANNUAL REPORT	View image in PDF format
02/13/2012 -- ANNUAL REPORT	View image in PDF format
02/25/2011 -- ANNUAL REPORT	View image in PDF format
01/04/2011 -- ANNUAL REPORT	View image in PDF format
02/08/2010 -- ANNUAL REPORT	View image in PDF format
12/04/2009 -- Foreign Profit	View image in PDF format

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Asphalt Paving Systems, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
P.O Box 530

6 City, state, and ZIP code
Hammonton, NJ 08037

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type. See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

OR

Employer identification number

2	2								

Part II Certification

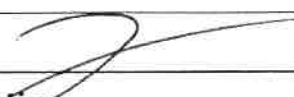
Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶



Date ▶ 9/24/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Contractor Pre-Qualification (CPQ)



Prequalified Contractors Listing

7/24/2020 10:18:49 AM E:

[Return to Inquiry Menu](#)

Contractor with Name ASPHALT PAVING SYSTEMS, INC.
1-1 of 1 contractors

[Printer Friendly Version](#)

VENDOR NAME	HOME OFFICE ADDRESS	BIDDING OFFICE ADDRESS
ASPHALT PAVING SYSTEMS, INC. F22378775010 EXPIRES: 6/30/2021	PO BOX 530 HAMMONTON, NJ 08037-0530 (609)561-4161	9021 WIRE ROAD ZEPHYRHILLS, FL 33540 (813)788-0010

WORK CLASSES

DRAINAGE

GRADING

* JOINT AND CRACK SEALING

FLEXIBLE PAVING

HOT PLANT-MIXED BITUM. COURSES



FLORIDA DEPARTMENT OF TRANSPORTATION
 Report Technical Problems to the Service Desk @ 1-866-955-4357 or email: [Service Desk](#)
 Send Prequalification Questions or Comments to [Contracts Administration Office](#)
[Internet Privacy Policy](#), [Disclaimers](#) & [Credits](#)





Company ID Number: 1215880

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the Asphalt Paving Systems Inc (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status



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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

- g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:
 - a. Automated verification checks on alien employees by electronic means, and



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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify



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case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



Company ID Number: 1215880

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,



Company ID Number: 1215880

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



Company ID Number: 1215880

Approved by:

Employer Asphalt Paving Systems Inc	
Name (Please Type or Print) Steven G Plummer	Title
Signature Electronically Signed	Date 07/22/2017
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 07/22/2017



Company ID Number: 1215880

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Asphalt Paving Systems Inc
Company Facility Address	500 N Egg Harbor Road Hammonton, NJ 08037
Company Alternate Address	P.O. Box 530 Hammonton, NJ 08037
County or Parish	ATLANTIC
Employer Identification Number	223787755
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	2



Company ID Number: 1215880

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FLORIDA	1 site(s)
NEW JERSEY	1 site(s)



Company ID Number: 1215880

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Michelle Donio
Phone Number (609) 561 - 4161 ext. 207
Fax Number (609) 567 - 2824
Email Address mdonio@asphaltpavingsystems.com

Name Tammi Massey
Phone Number (609) 561 - 4161 ext. 214
Fax Number (609) 567 - 2824
Email Address tmassey@asphaltpavingsystems.com

Name Steven G Plummer
Phone Number (609) 561 - 4161 ext. 215
Fax Number (609) 567 - 2824
Email Address steve.plummer@comcast.net



Company ID Number: 1215880

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Paving References

Asphalt Paving Systems, Inc.

Project Name	Annual Asphalt Pavement Rehabilitation (Term Contract)
Owner	Pasco County
Contact	Michael Silvery
Address	4454 Grand Blvd. New Port Richey, FL 34654
Telephone Number	727-834-3601
Email:	msilvey@pascocoountyfl.net
Project Description	Little Road; Milling and Paving
Date & Amount	January 2021 \$ 2,012,572.09
Project Name	Gulfport Resurfacing
Owner	City of Gulfport
Contact	Kendrix Anderson
Address	2401 53rd Street South Gulfport, FL 33707
Telephone Number	727-893-1083
Email:	Kanderson@mygulfport.us
Project Description	Milling and Paving
Date & Amount	January 2021 \$ 371,000.00
Project Name	Street Rehabilitation
Owner	City of St. Pete Beach
Contact	Brett Warner
Address	155 Corey Avenue St. Pete Beach, FL 33706
Telephone Number	727-363-9254
Email:	N/A
Project Description	Milling and Paving
Date & Amount	January 2021 \$ 905,428.30
Project Name	Bid No. 20-062; Roadway Surfacing, Recontruction and Preservation
Owner	St Lucie County
Contact	Christopher Lestrangle
Address	2300 Virginia Avenue Ft. Pierce, FL 34982
Telephone Number	772-462-2511
Email:	lestranglec@stlucieco.org
Project Description	FDR, Chip Seal, and Mill & Paving
Date & Amount	January 2021 \$ 1,522,454.01

Project Name	<u>Annual Resurfacing FY 18-19</u>
Owner	<u>City of Zephyrhills</u>
Contact	<u>Shane LeBlanc</u>
Address	<u>5335 8th Street</u>
	<u>Zephyrhills, FL 33542</u>
Telephone Number	<u>813-780-0022</u>
Email	<u>sleblanc@ci.zephyrhills.fl.us</u>
Project Description	<u>Mill, Paving, Micro and Chip Seal</u>
Date & Amount	<u>1/1/2019 \$391,557.40</u>

Full Depth Reclamation References

Asphalt Paving Systems, Inc.

Project Name	City of Palm Bay Eldron Unit 41/
Owner	City of Palm Bay (VA Paving Was Prime Contractor)
Contact	Hector Franco
Address	120 Malabar Road SE Palm Bay, FL 32907
Telephone Number	321-952-3400
Project Description	FDR (Cement & Emulsion)
Date & Amount	10/1/2019 \$1,071,501.05
Project Name	C12-05-167; Chip Seal and Asphalt Surfacing (Term)
Owner	St Lucie County
Contact	Christopher Lestrangle
Address	2300 Virginia Avenue Ft. Pierce, FL 34982
Telephone Number	772-462-2511
Email:	lestranglec@stlucieco.org
Project Description	FDR (Cement & Emulsion)
Date	7/5/16 - 12/31/2019
Project Name	CR-278 (Peacock Rd) Anderson Columbia was prime contractor
Owner	Jackson County
Address	2864 Madison Street Marianna, FL 32448
Telephone Number	850-482-9677 (Jackson County)
Contact	Kevin Buchanan (Anderson Columbia)
Email:	Kkevinb@andersoncolumbia.com
Project Description	FDR (Cement & Emulsion)
Date & Amount	Jan. 2020 \$350,000
Project Name	Annual Asphalt Pavement Rehabilitation (Term Contract)
Owner	Pasco County
Contact	Efrain Figueroa
Address	8919 Government Drive New Port Richey, FL 34654
Telephone Number	727-834-3601
Email:	efigueroa@pascocountyfl.net
Project Description	FDR (Cement & Emulsion)
Date & Amount	9/30/17 - 12/31/2018 \$5,000,000

Project Name	Full Depth Reclamation Project
Owner	City of Dunedin
Contact	
Address	737 Loudon Avenue, 2nd Floor
	Dunedin, FL 34697
Telephone Number	727-298-3208
Project Description	FDR (Cement & Emulsion)
Date	Sep. 2019

Project Name	Pavement Alternative Methods (term contract)
Owner	Polk County
Contact	Katia Delgado
Address	300 Sheffield Road
	Winter Haven, FL 33880
Telephone Number	863-393-4114
Email:	KatiaDelgado@polk-county.net
Project Description	FDR (Cement & Emulsion)
Date	5/30/17 - 12/31/2018

Project Name	Piggyback of Polk Co. Pavement Alternative Methods (term contract)
Owner	City of St Cloud
Contact	Dianna Rawleigh
Address	1300 9th Street
	St Cloud FL
Telephone Number	407-957-7103
Project Description	FDR (Cement & Emulsion) Nolte Rd
Date & Amount	4/1/2018 \$ 1,450,255.00
Email:	dianna.rawleigh@stcloud.org

Project Name	Piggyback-Pavement Alternative Methods (term contract)
Owner	Brevard County
Contact	Bruce Black
Address	2825 Judge Fran Jamieson Way
	Melbourne, FL 32940
Telephone Number	321-690-6815
Email:	bruce.black@brevardfl.gov
Project Description	FDR (Cement & Emulsion)
Date & Amount	2019-2020 \$2,000,000

Cold-in-Place Recycling References

Project Name	Cold In Place Bituminous Base Recycling with Asphalt Resurfacing
Owner	Orange County
Contact	Eddy Quinn
Address	4200 S John Young Pkwy
	Orlando, FL 32839
Telephone Number	407-836-7960
Project Description	CIR
Date & Amount	5/30/17 -2019 \$3,391,350.00
	Edward.Quinn@ocfl.net

Project Name	Lorraine Road Cold Recycle
Owner	Manatee County
Contact	Brian Martineau
Address	1026 26th Avenue E
	Bradenton, FL 34208
Telephone Number	941-720-1085
Project Description	CIR Clay Gully Rd
Date & Amount	2019

Project Name	2015-2016 Annual Asphalt Pavement Rehabilitation
Owner	Pasco County
Contact	Efrain Figueroa
Address	8919 Government Drive
	New Port Richey, FL 34654
Telephone Number	727-834-3601
Project Description	FDR / CIR / MICRO / CRACK SEAL
Date & Amount	9/30/17 -2019 \$5,000,000

Project Name	
Owner	Seminole County
Contact	Calvin Landers
Address	100 E. 1st Street
	Sanford, FL 32771
Telephone Number	407-665-2332
Project Description	CIR Lake Markham Rd
Date & Amount	4/1/2018 \$601,660.00
	clanders02@seminolecountyfl.gov

Project Name	Lakewood Ranch Blvd CIR / AJAX
Owner	Manatee County

Contact	Brian Martineau
Address	1026 26th Avenue E
	Bradenton, FL 34208
Telephone Number	941-720-1085
Project Description	CIR Lakewood Ranch Blvd
Date & Amount	3/14/2019 \$728,042.00

Chip References

Project Name	Lorraine Road Cold Recycle
Owner	Manatee County
Contact	Brian Martineau
Address	1026 26th Avenue E
	Bradenton, FL 34208
Telephone Number	941-720-1085
Project Description	Chip
Date & Amount	

Project Name	C12-05-167; Chip Seal and Asphalt Surfacing
Owner	St Lucie County
Contact	Christopher Lestrangle
Address	2300 Virginia Avenue
	Ft. Pierce, FL 34982
Telephone Number	772-462-2511
Project Description	MICRO / CRACK SEAL / FDR / CHIP
Date & Amount	7/5/16 - \$325,074.00

Project Name	Pavement Alternative Methods (term contract)
Owner	Polk County
Contact	Katia Delgado
Address	300 Sheffield Road
	Winter Haven, FL 33880
Telephone Number	863-393-4114
Project Description	CIR / SP 9.5 / MICRO / CHIP / FDR
Date & Amount	5/30/17 - \$3,000,000

Project Name	Annual Resurfacing FY 16-17
Owner	City of Zephyrhills
Contact	Shane LeBlanc
Address	5335 8th Street
	Zephyrhills, FL 33542
Telephone Number	813-780-0022
Project Description	MICRO / SP 9.5 / CHIP
Date & Amount	2/1/16 - \$249,987.50

Project Name	
Owner	Osceola County
Contact	Shane King
Address	1 Courthouse Square

	Kissimmee, FL 34741
Telephone Number	407-742-7522
Project Description	CHIP / FOG/MICRO
Date & Amount	
Email	Shane.King@Osceola.org

Project Name	2016 Street Resurfacing Project
Owner	City of Davenport
Contact	Darryl Koon
Address	1 South Allapaha Avenue
	Davenport, FL 33836
Telephone Number	863-419-3300
Project Description	CHIP
Date & Amount	10/30/16 - \$250,022.90
Email	

Project Name	Chip Seal Bid No. 15-601
Owner	Nassau County
Contact	David Hern
Address	37356 Pea Farm Road
	Hilliard, FL 32046
Telephone Number	904-530-6175
Project Description	CHIP / FOG
Date & Amount	8/10/2017 - \$120,000.00
Email	Dhern@nassaucountyfl.com

Project Name	RFB RD 95-15 Pavement Preservation
Owner	Okaloosa County
Contact	Bryan Moore
Address	302 N. Wilson Street, Suite 203
	Crestview, FL 32526
Telephone Number	850-689-5772
Project Description	CHIP / MICRO / CRACK SEAL
Date & Amount	7/1/16 - \$174,108.80
Email	bmoore@co.okaloosa.fl.us

Project Name	Piggyback-Pavement Alternative Methods (term contract)
Owner	Brevard County
Contact	Bruce Black
Address	2825 Judge Fran Jamieson Way
	Melbourne, FL 32940
Telephone Number	321-690-6815
Project Description	Chip

Date & Amount

2019

Micro Surfacing & Crack Seal References

- | | | |
|----|---------------------|--|
| 1. | Project Name | C12-05-167; Chip Seal and Asphalt Surfacing |
| | Owner | St Lucie County |
| | Contact | Christopher Lestrangle |
| | Address | 2300 Virginia Avenue
Ft. Pierce, FL 34982 |
| | Telephone Number | 772-462-2511 |
| | Project Description | MICRO / CRACK SEAL / FDR / CHIP |
| | Date | 7/5/16 - Current |
| | Email | lestranglec@stlucieco.org |
| 2. | Project Name | Annual Micro Surfacing |
| | Owner | Osceola County |
| | Contact | Shane King |
| | Address | 1 Courthouse Square
Kissimmee, FL 34741 |
| | Telephone Number | 407-742-7522 |
| | Project Description | CHIP / FOG/MICRO |
| | Date | 2019-2020 |
| | Email | Shane.King@Osceola.org |
| 3. | Project Name | Annual Resurfacing FY 18-19 |
| | Owner | City of Zephyrhills |
| | Contact | Shane LeBlanc |
| | Address | 5335 8th Street
Zephyrhills, FL 33542 |
| | Telephone Number | 813-780-0022 |
| | Project Description | MICRO / SP 9.5 / CHIP/CAPE SEAL |
| | Date | Jan-19 |
| | Email | sleblanc@ci.zephyrhills.fl.us |
| 5. | Project Name | 2017 Roadway Resurfacing and Striping |
| | Owner | City of Seminole |
| | Contact | Jeremy Hockenbury |
| | Address | 9199 113th Street N
Seminole, FL 33772 |
| | Telephone Number | 727-397-6383 |
| | Project Description | MICRO / CRACK SEAL / SP 9.5 |
| | Date & Amount | 7/1/17 - \$155,000 |
| | Email | jhockenbury@myseminole.com |

6.	Project Name	Annual Microsurfacing Project
	Owner	City of Ft. Lauderdale
	Contact	Barbara Howell
	Address	100 N. Andrews Avenue Fort Lauderdale
	Telephone Number	954-828-4505
	Project Description	MICRO / CRACK SEAL
	Date	December 5th 2017-2019
	Email	bhowell@fortlauderdale.gov
7.	Project Name	Annual Pavement Preservation Treatments
	Owner	City of Lakeland
	Contact	Troy McCain
	Address	407 Fairway Drive Lakeland, FL 33801
	Telephone Number	863-834-3306
	Project Description	MICRO / CRACK SEAL
	Date & Amount	Jan-19
	Email	troy.mccain@lakelandgov.net
8.	Project Name	Pavement Alternative Methods (term contract)
	Owner	Polk County
	Contact	Katia Delgado
	Address	300 Sheffield Road Winter Haven, FL 33880
	Telephone Number	863-393-4114
	Project Description	CIR / SP 9.5 / MICRO / CHIP / FDR / CRACK SEAL/CAPE SEAL
	Date & Amount	5/30/17 -2019 \$3,000,000
	Email	KatiaDelgado@polk-county.net
9.	Project Name	RFB RD 95-15 Pavement Preservation
	Owner	Okaloosa County
	Contact	Bryan Moore
	Address	302 N. Wilson Street, Suite 203 Crestview, FL 32526
	Telephone Number	850-689-5772
	Project Description	CHIP / MICRO / CRACK SEAL
	Date	Apr-19
	Email	bmoore@co.okaloosa.fl.us
10.	Project Name	Yearly Road Building Services
	Owner	Manatee County
	Contact	Brian Martineau

	Address	1026 26th Avenue E Bradenton, FL 34208
	Telephone Number	941-720-1085
	Project Description	Micro-surfacing/ Chip Seal
	Date & Amount	3/1/16 -2019 \$850,000.00
	Email	brian.martineau@mymanatee.org
11	Project Name	Asphalt Pavement Preservation
	Owner	City of Jacksonville
	Contact	Janet Duffy
	Address	6455 Powers Ave Jacksonville, FL 32217
	Telephone Number	904-733-1478
	Project Description	Micro-surfacing
	Date	FY 2018-2019
	Email	jduffy@eismanrusso.com
12	Project Name	Pavement Preservation
	Owner	City of Tallahassee
	Contact	Art Sivilla
	Address	300 S. Adams St Tallahassee, FL 32301
	Telephone Number	850-570-7758
	Project Description	Micro-surfacing / Chip Seal / Cape Seal
	Date & Amount	FY 2018-2019
	Email	arturo.sivilla@talgov.com
13	Project Name	Michigan Blvd. Reclamation Project
	Owner	City of Dunedin
	Contact	
	Address	737 Loudon Avenue, 2nd Floor Dunedin, FL 34697
	Telephone Number	727-298-3208
	Project Description	FDR / SP 9.5/Micro
	Date & Amount	2018
14	Project Name	RFQ 17619, 2: Neighborhood Resurfacing and Pavement Treatment
	Owner	Hillsborough County BOCC
	Contact	
	Address	601 E. Kennedy Blvd, 22nd Floor Tampa, FL 33602
	Telephone Number	813-307-1868
	Project Description	MICRO/CHIP SEAL/CAPE SEAL
	Date & Amount	2019



DATE: 2/3/2022

TO: Arthur Lindsey - Superintendent
 Pompano Beach Public Works
 1190 NE 3rd Ave
 Pompano Beach, FL 33060
 954-786-4107

FROM: Asphalt Paving Systems, Inc.
 Kris Shane - East Coast Florida Rep
 9021 Wire Road
 Zephyrhills, FL 33540
 Ph: 813-480-1865

RE: Project proposal
Blount Rd- CIR 10" / Pave 2" of SP12.5

Product	Description	Units	Quantity	Unit Price	Total Price
Sumter County Contract					
	In-Place Recycling Reconstruction- Pulverization	SY	18,123.00	\$ 10.20	\$ 184,854.60
	CEMENT (3%)	Ton	300.00	\$ 155.00	\$ 46,500.00
	ASPHALT EMULSION (3.2 Gal/SY)	Gal	57,994.00	\$ 2.55	\$ 147,884.70
	2" Milling	SY	18,123.00	\$ 3.70	\$ 67,055.10
	Asphalt Overlay- SP 12.5	TON	1,980.00	\$ 127.00	\$ 251,460.00
	2" of HMA				
	Shoulder Rework	LF	7,500.00	\$ 2.25	\$ 16,875.00
	*As needed**				
Temp Striping on Base					
	6" Skip Traffic Stripe (paint)	GM	2.20	\$ 1,380.00	\$ 3,036.00
	6" Solid Traffic Stripe (paint)	GM	2.83	\$ 3,680.00	\$ 10,414.40
	12" Solid Traffic Stripe (paint)	LF	200.00	\$ 4.60	\$ 920.00
	18" Solid Traffic Stripe (paint)	LF	1,000.00	\$ 6.90	\$ 6,900.00
	24" Solid Traffic Stripe (paint)	LF	200.00	\$ 9.20	\$ 1,840.00
	6" Skip Traffic Stripe (paint)	GM	1.00	\$ 1,380.00	\$ 1,380.00
	Directional Arrows (paint)	EA	18.00	\$ 175.00	\$ 3,150.00
	Pavement Messages (paint)	EA	6.00	\$ 150.00	\$ 900.00
	6" Solid Stripe/Extru. Thermo	GM	2.83	\$ 9,430.00	\$ 26,686.90
	12" Solid Stripe/Extru. Thermo	LF	200.00	\$ 5.75	\$ 1,150.00
	18" Solid Stripe/Extru. Thermo	LF	1,000.00	\$ 6.90	\$ 6,900.00
	24" Solid Stripe/Extru. Thermo	LF	200.00	\$ 11.50	\$ 2,300.00
	6" Skip Traffic Stripe/Extru. Thermo	GM	1.00	\$ 2,300.00	\$ 2,300.00
	Directional Arrows / Extru. Thermo	EA	18.00	\$ 250.00	\$ 4,500.00
	Pavement Messages /Extru. Thermo	EA	6.00	\$ 230.00	\$ 1,380.00
	Reflective Pavement Markings (RPMS)	EA	250.00	\$ 5.00	\$ 1,250.00
	Striping billed on actual materials used				
	Premill 2.-2.5" of asphalt before mixing- mix 10" with additive- profile mill base before paving				
	City to lay any sod needed				
	Actual Emulsion and Cement quantities will be based on mix design				
				Total	\$ 789,636.70

Respectfully Submitted,
Kristoffer D. Shane
 Asphalt Paving Systems, Inc.
 Zephyrhills, Florida
 c: 813-480-1865
 e: k.shaneaps@gmail.com

Accepted By: _____

Signature: _____

Date: _____

* Proposal valid for 30 days.

Project Street list

ITEM	STREET NAME	FROM	TO	LENGTH	WIDTH	TOTAL UNITS	UNIT PRICE	Total
	Blount Rd	W. Copans Rd	MLK Blvd	5,400	24.0	14,400.00		
				540	30.0	1,800.00		
				269	42.0	1,255.33		
				500	12.0	666.67		
				6,709.00		18,122	Total	\$0.00



Asphalt Paving Systems, Inc.
 Randy Shane - South Florida Rep
 Zephyrhills, FL 33540
 Ph: 813-892-0056