

AGREEMENT BETWEEN COUNTY AND CONTRACTOR

This Agreement Between County and Contractor, (this “Agreement”) made and entered into by and between Marion County, a political subdivision of the State of Florida, located at 601 SE 25th Ave, Ocala, FL 34471 (hereinafter referred to as “COUNTY”) and **Asphalt Paving Systems, Inc.**, with a principal address of 500 N. Egg Harbor Rd., Hammonton, NJ 08037, possessing FEIN# 22-3787755 (hereinafter referred to as “CONTRACTOR”) under seal for the Pavement Maintenance and Rehabilitation Services, (hereinafter referred to as the “Project”), and COUNTY and CONTRACTOR hereby agreeing as follows:

WITNESSETH:

In consideration of the mutual covenants and promises contained herein, COUNTY and CONTRACTOR (singularly referred to as “Party,” collectively “Parties”) hereto agree as follows:

Section 1 – The Contract. The contract between COUNTY and CONTRACTOR, of which this Agreement is part, consists of the Contract Documents. This Agreement approved by the Board of County Commissioners on August 20, 2024 shall be effective on the last signature date set forth below.

Section 2 – The Contract Documents. The Contract Documents are defined as this Agreement, the Specifications, the Drawings, all Purchase Orders, Change Orders and Field Orders issued hereafter, any other amendments hereto executed by the Parties hereafter, together with the following (if any):

Marion County #24PB-290 - Pavement Maintenance and Rehabilitation Services, the Offer, Project Bid Scope and/or Specifications, Plans and Drawings, any/all Addenda as issued in support of this Bid, Certificate of Insurance, and Notice to Proceed.

Should any conflict arise between the Contract Documents and this Agreement, the terms of this Agreement shall govern.

Section 3 – Entire Agreement. The Contract Documents form the agreement between Parties for the Project and CONTRACTOR acknowledges receipt of a copy of each and every Contract Document. The Contract Documents represent the entire and integrated agreement between the Parties and supersede prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only in writing. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than COUNTY and CONTRACTOR.

Section 4 – Term. This Agreement shall be effective on the date of the last signature below through November 14, 2025, and shall “Piggyback” the term(s) of the original Sumter County contract ITB 045-0-2023/RS. All Work, defined herein, will proceed in a timely manner without delays.

Section 5 – Scope of Services. As per specifications and requirements of project 24PB-290, the CONTRACTOR shall provide road repair, including chip seal, per Exhibit A – Sumter County contract ITB 045-0-2023/RS hereto, and according to the timeframe as noted herein. Any changes in the work by Sumter County, Florida shall be allowed by the Agreement as a piggyback to COUNTY.

Section 6 - Compensation. COUNTY shall make payment to CONTRACTOR under COUNTY’s established procedure, and per the bid sheet herein, as a part of Exhibit A. There shall be no provisions for pricing adjustments during the Term. CONTRACTOR agrees that if payment is made by COUNTY procurement card (p-card), charges will not be processed until goods or services are completed, or received by COUNTY, in an acceptable condition.

Section 7 – Assignment. CONTRACTOR may not transfer, assign or subcontract all or any part of this Agreement without written approval by COUNTY.

Section 8 – Laws, Permits, and Regulations. Prior to the performance of any Work hereunder, CONTRACTOR shall obtain and pay for all licenses and permits, as required to perform the Work. CONTRACTOR shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the services provided under this Agreement.

Section 9 – Amendments. This Agreement may only be amended by mutual written agreement of both Parties.

Section 10 – Books and Records. CONTRACTOR shall keep records of all transactions, including documentation accurately reflecting the time expended by CONTRACTOR and its personnel. COUNTY shall have a right to request

records from CONTRACTOR, and for those records to be made available within a reasonable timeframe depending on method of acquisition.

Section 11 – Public Records Compliance

A. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY’S CUSTODIAN OF PUBLIC RECORDS AT:

Public Relations | 601 SE 25th Ave, Ocala, FL 34471

Phone: 352-438-2300 | Fax: 352-438-2309

Email: publicrelations@marionfl.org

B. CONTRACTOR shall comply with public records laws, specifically:

- Keep and maintain public records required by COUNTY to perform the Work;
- Upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the 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;
- 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 Term and following completion of this Agreement if CONTRACTOR does not transfer the records to COUNTY; and,
- Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of CONTRACTOR or keep and maintain public records required by COUNTY to perform the Work. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon the completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

C. If CONTRACTOR fails to provide the public records to COUNTY within a reasonable time, CONTRACTOR may be subject to penalties under Section 119.10 Florida Statutes and may be subject to unilateral cancellation of this Agreement by COUNTY. This Section shall survive the termination of this Agreement.

Section 12 – Indemnification. CONTRACTOR shall indemnify and hold harmless COUNTY, its officers and employees, from liabilities, damages, and losses, including, but not limited to, property damage, harm or personal injury to third persons, such as death, and costs, including but not limited to reasonable attorneys’ fees, which COUNTY, its officers or employees may sustain, or which may be asserted against COUNTY or its officers, or employees, arising out of the activities contemplated by this Agreement, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement. This Section shall not be construed in any way to alter COUNTY’s waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes. This Section shall survive the termination of this Agreement.

Section 13 – Insurance. As applicable, during the period of Work, insurance policies shall be with a company or companies authorized to do business in the State of Florida. COUNTY shall be notified if any policy limit has eroded to one half its annual aggregate. CONTRACTOR shall provide, within the timeframe noted in the Award Letter, a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-. Self-Insured companies that cannot be rated, will also be considered. All policies must include all requirements listed below, reference the project number and show Marion County as additional insured. The Certificate should also provide for 30-day cancellation notice to the Procurement Director’s address, set forth herein.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable State and Federal laws.

- Employer's Liability limits for not less than \$100,000 each accident \$500,000 disease policy limit and \$100,000 disease each employee must be included.
- CONTRACTOR, and its insurance carrier, waives all subrogation rights against Marion County, a political subdivision of the State of Florida, its officials, employees and volunteers for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- COUNTY requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a Commercial General Liability policy with limits not less than

- \$1,000,000 each occurrence for Bodily Injury, Property Damage and Personal and Advertising Injury
- \$2,000,000 each occurrence for Products and Completed Operations

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$500,000 combined single limit each accident.

- In the event CONTRACTOR does not own vehicles, CONTRACTOR shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Section 14 – Independent Contractor. In the performance of this Agreement, CONTRACTOR will be acting in the capacity of an “Independent Contractor” and not as an agent, employee, partner, joint venture, or associate of COUNTY. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by CONTRACTOR in the full performance of this Agreement.

Section 15 – Default/Termination. In the event CONTRACTOR fails to comply with any of the provisions of this Agreement, COUNTY may terminate this Agreement for cause by first notifying CONTRACTOR in writing, specifying the nature of the default and providing CONTRACTOR with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, COUNTY thereafter may terminate this Agreement for cause upon written notice to CONTRACTOR without prejudice to COUNTY. In the event of termination of this Agreement for cause, COUNTY will then be responsible to compensate CONTRACTOR only for those services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. COUNTY may terminate this Agreement without cause providing at least thirty (30) days written notice to CONTRACTOR. In the event of termination of this Agreement without cause, COUNTY will compensate CONTRACTOR for all services timely and satisfactorily performed pursuant to this Agreement up to and including the date of termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY's or other public entity's obligations under this Agreement. Should this occur, COUNTY shall have no further obligation to CONTRACTOR other than to pay for services rendered prior to termination.

Section 16 – Damage to Property. CONTRACTOR shall be responsible for all material, equipment and supplies sold and delivered to COUNTY under this Agreement and until final inspection of the Work and acceptance thereof by COUNTY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed, or COUNTY property, buildings, or equipment is damaged during delivery or unloading, or in the course of the WORK prior to final inspection and acceptance, CONTRACTOR shall replace the same or be returned to original state without additional cost to COUNTY, as applicable.

Section 17 – Governing Law, Law, Venue, Waiver of Jury Trial, and Attorney's Fees. This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one Party than against the other because it may have been drafted by one of the Parties. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for State or Federal legal proceedings shall be in Marion County, Florida (2) for civil proceedings, the Parties consent to trial by the court and waive right to jury trial, (3) the prevailing Party shall be entitled to recover all of its costs, including attorney's fees. This Section shall survive the termination of this Agreement.

Section 18 – Termination for Loss of Funding/Cancellation for Unappropriated Funds. The obligation of COUNTY for payment to a CONTRACTOR is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Section 19 – E-Verify, pursuant to Section 448.095, F.S. COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.

Section 448.095, F.S., requires CONTRACTOR to register and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits CONTRACTOR from entering into this Agreement unless it is in compliance therewith. Information provided by CONTRACTOR is subject to review for the most current version of the State or Federal policies at the time of the award of this Agreement.

By previously signing the ITB Acknowledgment and Addenda Certification Form, and this Agreement, CONTRACTOR has agreed to perform in accordance with the requirements of this subsection and agrees:

- a) It is registered and uses the E-Verify system to verify work authorization status of all newly hired employees.
- b) COUNTY shall immediately terminate CONTRACTOR if COUNTY has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), F.S., that is, that CONTRACTOR knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
- c) If CONTRACTOR enters into a contract with a subcontractor, CONTRACTOR shall obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
- d) CONTRACTOR shall maintain a copy of such affidavit for the duration of this Agreement and provide it to COUNTY upon request.
- e) CONTRACTOR shall immediately terminate the subcontractor if CONTRACTOR has a good faith belief that the subcontractor has knowingly violated Section 448.09(1), F.S., as set forth above.
- f) If COUNTY has a good faith belief that CONTRACTOR's subcontractor has knowingly violated Section 448.095, F.S., but that CONTRACTOR has otherwise complied, COUNTY shall promptly order CONTRACTOR to terminate the subcontractor. CONTRACTOR agrees that upon such an order, CONTRACTOR shall immediately terminate the subcontractor. CONTRACTOR agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate CONTRACTOR.
- g) If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date of termination.
- h) CONTRACTOR is liable for any additional costs incurred by COUNTY as a result of a termination under this subsection.
- i) Any such termination under this subsection is not a breach of this Agreement and may not be considered as such.
- j) CONTRACTOR shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
- k) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and COUNTY may treat a failure to comply as a material breach of this Agreement.

Section 20 – Force Majeure. Neither CONTRACTOR nor COUNTY shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes, severe floods, epidemics and pandemics.

Section 21 – Counterparts. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the Parties and conclusive proof of such agreement. Any

such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. COUNTY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

Section 22 - Scrutinized Companies, pursuant to Section 287.135, F.S.

A. Certification.

1. If this Agreement is for One Million Dollars or more, CONTRACTOR certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, CONTRACTOR was not then and is not now:
 - a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or
 - b. Engaged in business operations in Cuba or Syria.
2. If this Agreement is for any amount, CONTRACTOR certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, CONTRACTOR was not then and is not now:
 - a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
 - b. Engaged in a boycott of Israel.

B. Termination, Threshold Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for One Million Dollars and CONTRACTOR meets any of the following criteria.

1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and CONTRACTOR is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S., or
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.
2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and CONTRACTOR is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
 - c. Been engaged in business operations in Cuba or Syria.
3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and CONTRACTOR is found to meet any of the following conditions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.;
 - c. Been engaged in business operations in Cuba or Syria; or
 - d. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
4. Was entered into or renewed on or after July 1, 2018, and CONTRACTOR is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
 - c. Been engaged in business operations in Cuba or Syria.

C. Termination, Any Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for any amount and meets any of the following criteria.

1. Was entered into or renewed on or after July 1, 2018, and
2. CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.

D. Comply; Inoperative. The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

Section 23 – Sovereign Immunity. Nothing in this Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in this Agreement, any obligation of COUNTY to indemnify CONTRACTOR, if provided, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes. This Section shall survive the termination of this Agreement.

Section 24 – On-Going Compliance. The Parties acknowledge that this Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of this Agreement. The Parties understand and agree that this Agreement is intended to reflect and require the Parties' compliance with all laws at all times. The Parties expressly and specifically agree to perform this Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

Section 25 – CONTRACTOR Conduct: These Guidelines govern CONTRACTOR while doing work on COUNTY property, as well as its employees, agents, consultants, and others on COUNTY property in connection with CONTRACTOR's work or at CONTRACTOR's express or implied invitation.

- **Courtesy and Respect:** COUNTY is a diverse government institution and it is critical that CONTRACTOR and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
- **Language and Behavior:** CONTRACTOR and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY property is not permitted under any circumstance.
- **No Weapons, Alcohol, or Drugs:** The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by CONTRACTOR or its employees is prohibited. Offenders will be removed from COUNTY property and/or reported to law enforcement.
- **Smoking:** CONTRACTOR and its employees are not permitted to smoke in or near any COUNTY buildings.
- **Fraternization:** CONTRACTOR and its employees may not fraternize or socialize with COUNTY staff.
- **Appearance:** CONTRACTOR and its employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.
- **Reporting:** CONTRACTOR is required to report any matter involving a violation of these rules or any matter involving health or safety, including any altercations, to COUNTY's Procurement Services immediately.

CONTRACTOR is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, CONTRACTOR will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from COUNTY property and prohibited actions could result in the immediate termination of any or all of CONTRACTOR's contracts with COUNTY.

Section 27 – Authority to Obligate. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and bind and obligate such Party with respect to all provisions contained in this Agreement.

Section 28 – Use of Other Contracts. COUNTY reserves the right to utilize any COUNTY contract, State of Florida contract, city or county governmental agencies, school board, community college/state university system, or cooperative bid agreement. COUNTY reserves the right to separately bid any single portion of this Agreement if it is in the best interest of COUNTY.

Section 29 – Notices. Except as otherwise provided herein, all written communication between the Parties, including all notices, shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be deemed effective if mailed, when deposited in a United States Postal Service mailbox with postage prepaid and if hand delivered, upon personally handing same to the Party to whom the notice of other communication is addressed with signed proof of delivery. If otherwise delivered, notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. All Parties certify that each has software capable of sending electronic mail read receipts to the other. Any Party sending notice by electronic mail acknowledges and accepts the inherent risks that come with same. If notice is delivered in multiple ways, notice shall be considered delivered at the earliest delivery time. CONTRACTOR's and COUNTY's representatives and addresses for notice purposes are:

EXHIBIT A

SUMTER COUNTY COUNTYWIDE PAVEMENT MAINTENANCE AND REHABILITATION SERVICES AGREEMENT

THIS AGREEMENT (hereinafter referred to as "Agreement") is made and entered into this 14th day of November, 2023, 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 Boulevard, Zephyrhills, Florida 33541.

RECITALS

WHEREAS, the Board has need of professional services for ITB 045-0-2023/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 ITB 045-0-2023/RS Countywide Pavement Maintenance and Rehabilitation 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 ITB 045-0-2023/RS.
 3. The term of this Agreement shall commence on November 14, 2023 and continue full force for two years with an additional two (2) – one year 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.
1. With regard to compensation paid to Contractor, Contractor shall furnish to the Board an itemized invoice detailing all of Contractors hours, services, expenses and any other services utilized by the Board. The invoice shall be itemized pursuant to and in accordance with the Fee Schedule, attached hereto as Exhibit 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.

- a. For construction services progress payments, 5 percent (5%) of the payment will be withheld.

2. 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 termination 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, Automobile and Worker's Compensation Insurance pursuant to the insurance requirements in ITB 045-0-2023/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.
3. 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.
4. 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. ITB 045-0-2023/RS
 - b. Vendor's Bid in Response to ITB 045-0-2023/RS
 - c. This Agreement
 - d. Permits / Licenses
 - e. All Bid Addenda Issued Prior to Opening Date
 - f. All Modifications and Change Orders Issued
5. 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*.
6. 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.

7. **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.
8. **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.
9. **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.

10. **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.
11. **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.
12. **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.
13. **E-Verify:** system established by the U.S. Department of Homeland Security to determine the immigration and work-eligibility status of prospective employees.
14. 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.
15. **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.
16. **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 construed 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.

FOR THE BOARD

FOR THE VENDOR Asphalt Paving Systems, Inc.

Name: Bradley S. Arnold

Name: Robert Capoferri

Address: 7375 Powell Road, Wildwood, FL 34785

Address: 8940 Gall Blvd, Zephyrhills, FL 33541

Title: County Administrator

Title: President

Date: _____

Date: 11/3/2023

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



ATTEST:

SUMTER COUNTY
BOARD OF COUNTY COMMISSIONERS

By: *Scimitte Jellis D.C.*

Craig H. Estep

By: Chairman

Date Signed: 11/14/23

ATTEST:

ASPHALT PAVING SYSTEMS, INC.

By: *Kenneth Messina*
Kenneth Messina / Secretary

Robert Capoferri

By: Robert Capoferri / President

Date Signed: 11/3/2023

DR

**EXHIBIT A
Bid Form**

Telephone: (352) 689-4400
Fax: (352) 689-4401

Re: **ITB 045-0-2023/RS COUNTYWIDE PAVEMENT MAINTENANCE AND REHABILITATION SERVICES**

- 1. Having carefully examined the ITB for the project listed above:

And being familiar with the premises affecting the work, the undersigned proposes and hereby agrees to furnish all labor and material and to perform all work in accordance with said documents for:

ITB 045-0-2023/RS

- 2. In submitting this Bid, it is understood that the right is reserved by the Board of Sumter County Commissioners to reject any, and all bids.
- 3. The Vendor hereby acknowledges the receipt of None Addenda issued during the bid period and certifies their inclusion in the bid. (Indicate "NONE" if no addendums were received).
- 4. All Requests for Information (RFI's) will be sent to Jackie Valdez for response.

Date: 10/27/2023

Asphalt Paving Systems, Inc.

Vendor

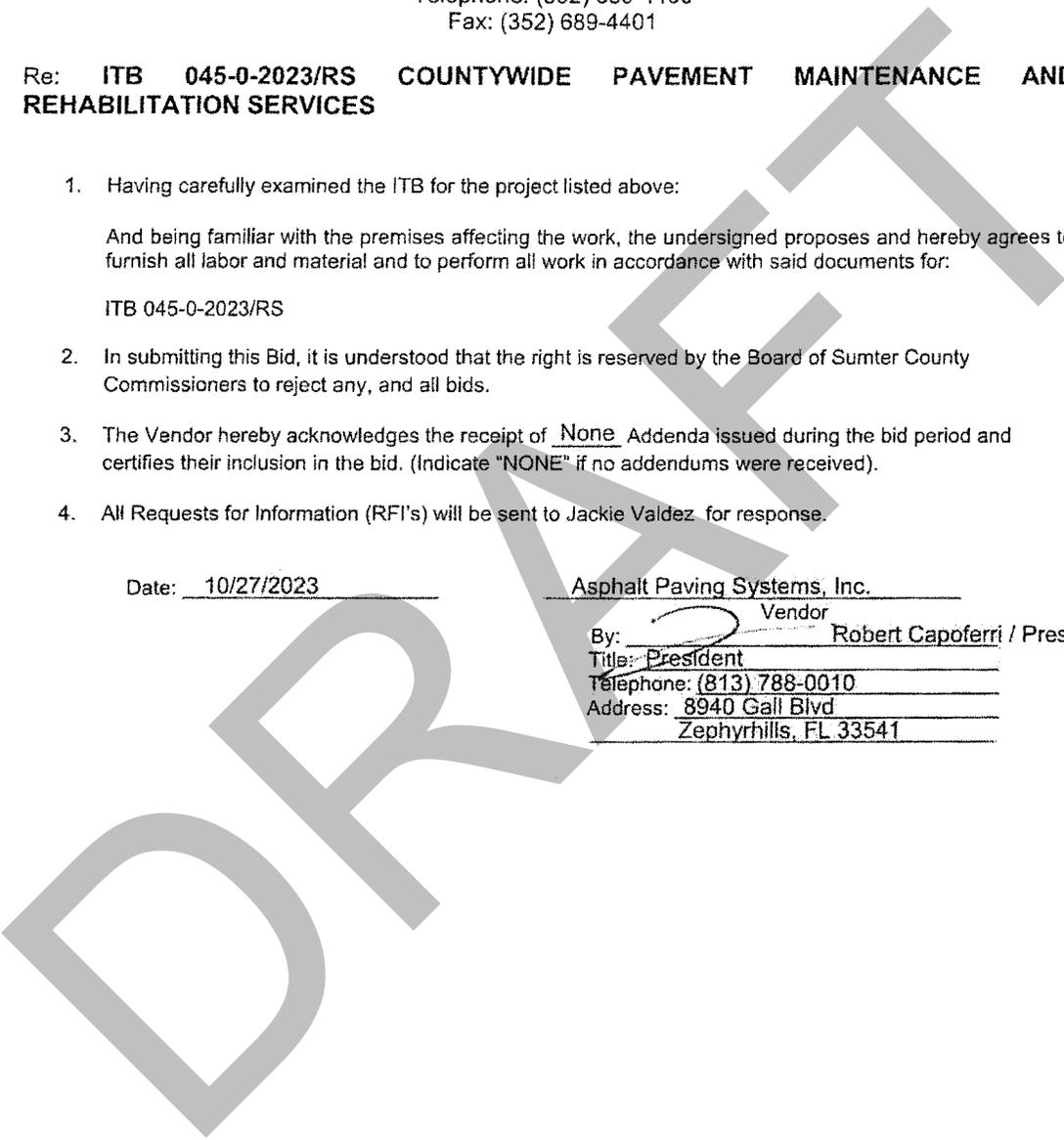
By: [Signature] Robert Capoferri / President

Title: President

Telephone: (813) 788-0010

Address: 8940 Gall Blvd

Zephyrhills, FL 33541



Countywide Pavement Maintenance and Rehabilitation Services Unit Price Bid

The following unit costs shall include all material, labor, equipment, and any other additional charges required to accomplish the work of the unit cost.

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.	\$13.75	\$7.15	\$4.25	\$3.75	\$3.25
1.5"	Sq. Yd.	\$13.75	\$7.15	\$4.25	\$3.75	\$3.25
2"	Sq. Yd.	\$14.25	\$7.90	\$4.99	\$3.99	\$3.55
2.5"	Sq. Yd.	\$14.25	\$7.90	\$4.99	\$3.99	\$3.55
3"	Sq. Yd.	\$15.95	\$7.99	\$5.65	\$4.85	\$4.25
4"	Sq. Yd.	\$16.95	\$8.25	\$6.20	\$5.50	\$5.15
5"	Sq. Yd.	\$18.25	\$8.60	\$7.50	\$5.95	\$5.50
6"	Sq. Yd.	\$21.25	\$8.99	\$7.95	\$6.75	\$6.25
Asphalt and/or profile millings deductive alternate for Contractor to deliver and transport (Beyond first 25 truck loads)	Cu. Yd.	-\$1.00	-\$1.00	-\$1.00	-\$1.00	-\$1.00
	UNIT	0 – 10 (Miles)	<10 – 20 (Miles)	<20 – 30 (Miles)	Over 30 (Miles)	

First 25 Truck Loads of Millings to be delivered to County Facility	Hauling Compensation/Mile From Work Site Location to County Facility back to Work site location	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00
CATEGORY A SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category A)		\$132.40	\$67.93	\$49.78	\$42.53	\$38.75
CATEGORY A TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category A)				\$331.39		

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. Traffic Level C	Ton	\$781.57	\$251.86	\$188.29	\$179.77	\$171.62
12.5 S.P. Traffic Level C	Ton	\$781.57	\$251.86	\$188.29	\$179.77	\$171.62
9.5 F.C. Traffic Level C	Ton	\$801.57	\$271.86	\$208.29	\$199.77	\$191.62
12.5 F.C. Traffic Level C	Ton	\$801.57	\$271.86	\$208.29	\$199.77	\$191.62
CATEGORY B SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category B)		\$3,166.28	\$1,047.44	\$793.16	\$759.08	\$726.48
CATEGORY B TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category B)				\$6,492.44		

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.	\$4.16	\$3.51	\$3.31	\$3.31	
Double Chip (Number 57 & 89 Stone)	Sq. Yd.	\$6.82	\$6.16	\$5.96	\$5.96	
Triple Chip Seal	Sq. Yd.	\$9.83	\$8.95	\$8.30	\$8.30	
Fog Seal	Sq. Yd.	\$ 0.70	\$ 0.70	\$ 0.70	\$ 0.70	
CATEGORY C SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category C)		\$21.51	\$19.32	\$18.27	\$18.27	
CATEGORY C TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category C)				\$77.37		

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.	\$ 12.06	\$ 10.67	\$ 10.21	\$ 10.21	
CATEGORY D SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category D)		\$12.06	\$10.67	\$10.21	\$10.21	
CATEGORY D TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category D)				\$43.15		

DRAFT

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.	\$ 7.90	\$7.16	\$6.90	\$6.90	
Single Micro	Sq. Yd.	\$5.99	\$5.25	\$4.99	\$4.99	
Rut Filling (Leveling)	Ton	\$436.00	\$436.00	\$436.00	\$436.00	
CATEGORY E SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category E)		\$449.89	\$448.41	\$447.89	\$447.89	
CATEGORY E TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category E)				\$1,794.08		
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.	\$13.32	\$10.21	\$9.63	\$9.09	
Cement - Cement Treated Base	Ton	\$245.00	\$245.00	\$245.00	\$245.00	
Asphaltic Cement - Foamed Asphalt Base	Gallon	\$4.75	\$4.75	\$4.75	\$4.75	
Asphaltic Emulsion - Emulsion Treated Base	Gallon	\$3.64	\$3.64	\$3.64	\$3.64	
Added Rap or Aggregates	Ton	\$45.00				
Excavation for Widening/Unsuitable Materials	Cu. Yd.	\$40.00				
General Use Optional Base Material	Cu. Yd.	\$45.00				
	UNIT	0' – 4' (width)	<4' to 6' (width)	<6' to 10' (width)	<10' (width)	
Shoulder Rework	LF	\$2.25	\$2.75	\$3.25	\$3.75	
CATEGORY F SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category F)		\$398.96	\$266.35	\$266.27	\$266.23	
CATEGORY F TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category F)				\$1,197.81		

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.	\$	\$	\$	\$	\$
Test Core Removal	Each	\$	\$	\$	\$	\$
Test Core Laboratory Analysis-	Each	\$	\$	\$	\$	\$
Rejuvenation (Including Titanium Dioxide)	Sq. Yd.	\$	\$	\$	\$	\$
Field Core Removal	Each	\$	\$	\$	\$	\$
Field Core Laboratory Analysis - Viscosity	Each	\$	\$	\$	\$	\$
Field Core Laboratory Analysis – Titanium Dioxide Penetration	Each	\$	\$	\$	\$	\$
Field Core Laboratory Analysis – Titanium Dioxide NO2 Reduction	Each	\$	\$	\$	\$	\$
Field Core Laboratory Analysis – Titanium Dioxide Solar Reflectance Index (SRI)	Each	\$	\$	\$	\$	\$
CATEGORY G SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category G)		\$	\$	\$	\$	\$
CATEGORY G TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category G)				NO BID \$		
CATEGORY H - CRACK SEALING PER TASK ORDER						
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	\$45.00	\$40.00	\$35.00	\$33.00	\$30.00
CATEGORY H SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category H)		\$45.00	\$40.00	\$35.00	\$33.00	\$30.00
CATEGORY H TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category H)				\$183.00		

CATEGORY I - TRAFFIC LOOP REPLACEMENT	UNIT					
Type A (FDOT Item # 660-2-101)	Each	\$4,500.00				
Type B (FDOT Item # 660-2-102)	Each	\$4,500.00				
Type F (FDOT Item # 660-2-106)	Each	\$5,000.00				
Type F (FDOT Item #660-2-106 modified to 30 Ft)	Each	\$6,000.00				
CATEGORY I TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for Category I)		\$20,000.00				
CATEGORY J - SODDING PER TASK ORDER						
CATEGORY J - SODDING PER TASK ORDER	UNIT					
Performance Turf 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						
CATEGORY K - VARIABLE MESSAGE BOARDS PER TASK ORDER	UNIT					
Variable Message Board	PER BOARD PER DAY	\$ 32.00				
CATEGORY K SUB-TOTAL UNIT PRICING: (Instructions: Enter Total line item unit pricing for Category K)		\$32.00				

CATEGORY L –PAVEMENT MARKINGS PER TASK ORDER					
Item:	Product Type:	Unit:	Painted	Thermoplastic	Misc.
L-1	White – Solid				
	4"	GM	\$ 3,335.00	\$ 5,635.00	
	6"	GM	\$ 3,910.00	\$ 6,325.00	
	8"	LF	\$ 0.75	\$ 1.84	
	12"	LF	\$ 4.83	\$ 6.04	
	18"	LF	\$ 7.25	\$ 7.25	
	24"	LF	\$ 9.66	\$ 12.08	
L-2	White – Skip				
	4"	GM	\$ 1,207.50	\$ 1,811.25	
	6"	GM	\$ 1,449.00	\$ 2,415.00	
L-3	Yellow – Solid				
	4"	GM	\$ 3,381.00	\$ 5,675.25	
	6"	GM	\$ 3,864.00	\$ 6,325.00	
	8"	LF	\$ 0.75	\$ 1.84	
	12"	LF	\$ 3.62	\$ 4.83	
	18"	LF	\$ 5.41	\$ 7.25	
L-4	Yellow – Skip				
	4"	GM	\$ 1,207.50	\$ 1,811.25	
	6"	GM	\$ 1,449.00	\$ 2,415.00	
L-5	Yellow – Double				
	4"	GM	\$ 4,830.00	\$ 11,350.50	
	6"	GM	\$ 5,313.00	\$ 12,650.00	

L-6	Audible and Vibratory Pavement Markings				
	Yellow – Skip 4"	GM	\$ 9,901.50	\$ 9,901.50	
	Yellow – Skip 6"	GM	\$ 9,901.50	\$ 9,901.50	
	White – Solid 4"	GM	\$ 9,901.50	\$ 9,901.50	
	White – Solid 6"	GM	\$ 9,901.50	\$ 9,901.50	
L-7	Legends				
	"STOP"	EA	\$ 120.75	\$ 241.50	
	"R X R" (Includes 6" white)	EA	\$ 241.50	\$ 425.50	
	"ONLY"	EA	\$ 115.00	\$ 241.50	
	"LANE"		\$115.00	\$241.50	
	"MERGE"	EA	\$ 149.50	\$ 299.00	
	"SCHOOL"	EA	\$ 184.00	\$ 339.25	
	"AHEAD"	EA	\$ 172.50	\$ 310.50	
	" Visitor"	EA	\$ 149.50	\$ 402.50	
	"Resident"	EA	\$ 149.50	\$ 460.00	
	"Path"	EA	\$ 120.75	\$ 241.50	
L-7	Markings				
	TURN AND THROUGH LANE TURN ARROW	EA	\$ 80.50	\$ 138.00	
	THROUGH LANE USE ARROW	EA	\$ 40.25	\$ 69.00	
	TURN LANE USE ARROW	EA	\$ 46.00	\$ 80.50	
	BIKE OR CART	EA	\$ 34.50	\$ 115.00	
	BIKE ARROW	EA	\$ 34.50	\$ 287.50	
	YIELD TRIANGLES	EA	\$ 11.50	\$ 28.75	
L-8	Reflective Pavement Markers				
	Bi-Directional, Amber	EA	\$ 6.04	\$ 6.04	
	Mono-Directional Colorless	EA	\$ 6.04	\$ 6.04	

	Bi-Directional, White/Red	EA	\$ 6.04	\$ 6.04	
--	---------------------------	----	---------	---------	--

DRAFT

L-9	Miscellaneous				
	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS			\$350.00
	SINGLE POST SIGN, F&I GROUND MOUNT, 12-20 SF	AS			\$1,350.00
	SINGLE POST SIGN, F&I GROUND MOUNT, 21-30 SF	AS			\$2,500.00
	MAILBOX (REMOVE AND REPLACE)	EA			\$325.00
	Silt Fence Type III	LF			\$ 2.50
	Removal of Existing Marking	SF			\$ 3.45
	Preform Thermoplastic 12"	LF			\$ 11.50
	Preform Thermoplastic 24"	LF			\$ 23.00
	Off Duty Law Enforcement Officer	HR			\$ 100.00
CATEGORY L SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category L)			\$71,367.64	\$100,000.00	\$4,665.45
CATEGORY L TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category L)			\$ 176,033.09		

SHADED NOT APPLICABLE

CATEGORY M – Mobilization	UNIT	\$0.00 - \$50,000	\$50,001 - \$100,000	\$100,001 - \$500,000	Over \$500,000	
Work Order Total	LS	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	
CATEGORY M SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category M)		\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	
CATEGORY M TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category M)				\$14,00.00		
CATEGORY N – Maintenance of Traffic	UNIT	0 - 7	8 - 14	15 - 21	22-31	Over 31
Standard Index 600 Series MOT TWO-LANE AND MULTILANE, WORK ON SHOULDER	Day	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
Standard Index 600 Series MOT TWO-LANE, TWO-WAY WORK WITHIN THE TRAVEL WAY	Day	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00

Standard Index 600 Series MOT TWO-LANE, TWO-WAY, INTERSECTION WORK	Day	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00
Standard Index 600 Series MOT Multilane Roadway, Lane Closures	Day	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00
Standard Index 600 Series MOT Multilane Roadway, Intersection Work	Day	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00
Standard Index 600 Series MOT Temporary Road Closure	Day	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00
Standard Index 600 Series MOT Two-Way Left-Turn Lanes	Day	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00
Standard Index 600 Series MOT Sidewalk Closure	Day	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
Standard Index 600 Series MOT Work Within the Roundabout	Day	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00
CATEGORY N SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category N)		\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00
CATEGORY N TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category N)				\$30,000.00		

SHADED NOT APPLICABLE

Countywide Pavement Maintenance and Rehabilitation Services Bid Form

BID OF

Asphalt Paving Systems, Inc.
Full Legal Company Name

8940 Gall Blvd, Zephyrhills, FL 33541 (813) 788-0010 (813) 788-0020
Mailing Address Telephone Number Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled Countywide Pavement Maintenance and Rehabilitation 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 Bid summarized as follows:

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

FOR: Countywide Pavement Management and Rehabilitation Services

CATEGORY A TOTAL UNIT PRICING: \$ 331.39
(From the unit price) Amount Written in Numerals

Three hundred thirty one dollars and thirty nine cents.

/100 Amount Written in Words

CATEGORY B TOTAL UNIT PRICING: \$ 6,492.44
(From the unit price) Amount Written in Numerals

Six thousand four hundred ninety two dollars and forty four cents.

/100 Amount Written in Words

CATEGORY C TOTAL UNIT PRICING: \$ 77.37
(From the unit price) Amount Written in Numerals

Seventy seven dollars and thirty seven cents.

/100 Amount Written in Words

CATEGORY D TOTAL UNIT PRICING: \$ 43.15
 (From the unit price) Amount Written in Numerals

Forty three dollars and fifteen cents.

/100 Amount Written in Words

CATEGORY E TOTAL UNIT PRICING: \$ 1,794.08
 (From the unit price) Amount Written in Numerals

One thousand seven hundred ninety four dollars and eight cents.

/100 Amount Written in Words

CATEGORY F TOTAL UNIT PRICING: \$ 1,197.81
 (From the unit price) Amount Written in Numerals

One thousand one hundred ninety seven dollars and eighty one cents.

/100 Amount Written in Words

CATEGORY G TOTAL UNIT PRICING: \$ 0.00
 (From the unit price) Amount Written in Numerals

No Bid

/100 Amount Written in Words

CATEGORY H TOTAL UNIT PRICING: \$ 183.00
 (From the unit price) Amount Written in Numerals

One hundred eighty three dollars and zero cents.

/100 Amount Written in Words

CATEGORY I TOTAL UNIT PRICING: \$ 20,000.00
 (From the unit price) Amount Written in Numerals

Twenty thousand dollars and zero cents.

/100
 Amount Written in Words

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

Four dollars and fifty cents.

/100 Amount Written in Words

CATEGORY K TOTAL UNIT PRICING: \$ 32.00
 (From the unit price) Amount Written in Numerals

Thirty two dollars and zero cents.

/100 Amount Written in Words

CATEGORY L TOTAL UNIT PRICING: \$ 176,033.09
 (From the unit price) Amount Written in Numerals

One hundred seventy six thousand thirty three dollars and nine cents.

/100 Amount Written in Words

CATEGORY M TOTAL UNIT PRICING: \$ 14,000.00
 (From the unit price) Amount Written in Numerals

Fourteen thousand dollars and zero cents.

/100 Amount Written in Words

CATEGORY N TOTAL UNIT PRICING: \$ 30,000.00
 (From the unit price) Amount Written in Numerals

Thirty thousand dollars and zero cents.

/100 Amount Written in Words

Each Bidder 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 Bid", and deem the Bidder nonresponsive to the requirements of the Bid.

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 bid 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.

Note: The listing order of bid items reflects a construction sequence in general terms for bidding purposes only and is not a specific construction schedule.

Sumter County reserves the right to award a contract to more than one bidder.

DRAFT