

**AGREEMENT BETWEEN THE
CITY OF PORT ST. LUCIE, FLORIDA
AND
ASPHALT PAVING SYSTEMS, INC
FOR
Alternative Paving Methods
PIGGYBACK AGREEMENT**

THIS AGREEMENT is made and entered into as of the date last entered below by and between the CITY OF PORT ST. LUCIE, a Florida municipal corporation, whose mailing address is 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34896 ("City" or "CITY") and ASPHALT PAVING SYSTEM, INC, whose mailing address is 9021 Wire Road, Zephyrhills, Florida 33540 ("Contractor"). City and Contractor may be referred to herein individually as a "party" or collectively as the "parties."

WITNESSETH

WHEREAS, the City requires goods and services of Contractor pursuant to IFB 2022-002 for Alternative Paving Methods dated 6/21/2022, Agreement between ASPHALT PAVING SYSTEMS and the City of Kissimmee for Goods and Services, including its amendments, assignments, renewals and addenda (collectively referred to as "Contract Documents" or the "Contract"); and

WHEREAS, the parties wish to incorporate the terms and conditions of the Contract Documents between the Contractor, its predecessors and/or assignors, and the City of Kissimmee, including any and all contract renewals, amendments and change orders, substituting the "City of Port St. Lucie" for "City of Kissimmee" in all places; and

WHEREAS, the City has the authority to enter into this Agreement with Contractor per approvals from the City of Kissimmee and Asphalt Paving System, which was agreed upon by both the City of Kissimmee and the Contractor, its predecessors and/or assignors; and

WHEREAS, the City has determined that the original procurement was lawful, the Contractor, its predecessors and/or assignors, acted at all times in accordance with Florida law when bidding and the competitive procurement method used by The City of Kissimmee is consistent with the purchasing policies and requirements of the City,

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties agree to modify and supplement the Contract Documents with the following terms and conditions:

Section 1. Whereas. The “whereas” clauses are hereby incorporated herein as forming the intent, purpose and scope of this Agreement.

Section 2. Terms. The parties agree that pursuant to IFB 2022-002 Alternate Paving Methods dated June 21, 2022, between the Contractor and the City of Kissimmee, the City is authorized to utilize the Contract via cooperative agreement, as follows:

- A. Incorporation of the Contract. Except as otherwise set forth in this Agreement, the parties hereby incorporate into this Agreement the terms and conditions of the Contract between the Contractor, its predecessors, successors and/or assignees, and the City of Kissimmee, including any contract renewals, amendments and change orders.
- B. Substitution. Except where the context requires otherwise, such as, but not limited to, compliance with City ordinances and regulations, City shall be deemed substituted for the City of Kissimmee Buyer, and/or Customer regarding any and all provisions of the Contract, including by example, but not limitation, with regard to bond requirements, insurance, indemnification, licensing, termination, default, and ownership of documents. All recitals, covenants, representations, and warranties of Contractor made in the Contract are restated as if set forth fully herein, made for the benefit of City, and incorporated herein.
- C. Term. This Agreement shall be effective from the date upon which all parties have executed it through September 20, 2025. Contract may be extended for two (2) additional twelve (12) month periods pursuant to the same terms and conditions.
- D. Purchase Orders. Pursuant to the Contract, the City shall issue its own purchase orders to the contractor.
- E. Product and Pricing. In accordance with the Contract, the City may purchase at the rates published on the pricing sheet Exhibit A approved on June 21, 2022.
- F. Delivery Time and Location. In accordance with the Contract, delivery shall be made as agreed between Contractor and City.
- G. Government Appropriation. The parties acknowledge and agree that, if any purchases are made beyond City’s current fiscal year (on or after October 1st), such purchases made under this Agreement are contingent upon an annual budget appropriation by the City Council.
- H. Tax Exemption. The City may be tax exempt and will share its tax-exempt certificate upon request.

- I. Conflict. In the event of conflict between the Contract and this Agreement, the terms and conditions in this Agreement shall supersede and take precedence over the Contract.
- J. Sovereign Immunity. Nothing in this Agreement, nor in the Contract, shall be deemed or otherwise interpreted as waiving City's sovereign immunity protections existing under the laws of the State of Florida, or extending or increasing the limits of liability as set forth in Section 768.28 Florida Statutes, and as may be amended from time to time.

Section 3. 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 City Manager at the address listed above.

Section 4. Public Records. Contractor understands that City is a public entity whose records are available and open to the public for review and inspection. Contractor agrees to comply with public records laws, specifically:

A. Keep and maintain public records required by the City to perform the service.

- 1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (See <http://dos.myflorida.com/library-archives/records-management/general-records-schedules>).
- 2. During the term of the Agreement, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement. The form of all records and reports shall be subject to the approval of the City.
- 3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Agreement include but are not limited to, supplier/sub engineer invoices and contracts, project documents, meeting notes, emails, and all other documentation generated during this Agreement.
- 4. The Contractor agrees to make available to the City, during normal business hours, all books of account, reports and records relating to this Agreement.
- 5. A Contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under section 119.10, Florida Statutes.

- B. Upon request from the City's custodian of public records, provide the City 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 for by law. If Contractor does not comply with the City's request for records, City shall enforce the provisions in accordance with this Agreement.
- C. Ensure that project 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 Agreement term and following completion of the Agreement if the Contractor does not transfer the records to City.
- D. Upon completion of the Agreement, 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 Agreement, 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 the completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records kept 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.

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

**CITY CLERK
121 SW PORT ST. LUCIE BLVD.
PORT ST. LUCIE, FL 34984
(772) 871-5157
PRR@CITYOFPSL.COM**

Section 5. Scrutinized Vendors List. By entering into this Agreement with the City, Contractor certifies that it and those related entities of Contractor, as defined by Florida law, are not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and are not engaged in a boycott of Israel. The City may terminate this Agreement if Contractor or any of those related entities of Contractor, as defined by Florida law, are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars

or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria. Notwithstanding the preceding, the City reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists or engaged in business operations in Cuba or Syria to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of one million dollars or more, or may permit a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of any amount, should the City determine that the conditions set forth in section 287.135(4), Florida Statutes, are met.

Section 6. Law, Venue and Wavier of Jury Trial. This Agreement is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce this Agreement, arising from this Agreement, or related to this Agreement, shall be in St. Lucie County, Florida.

The parties to this Agreement hereby freely, voluntarily, and expressly, waive their respective rights to trial by jury on any issues so triable after having the opportunity to consult with an attorney.

Section 7. Insurance. The Contractor shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverage limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by the Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by contractor under the Agreement.

The parties agree and recognize that it is not the intent of the City that any insurance policy/coverage that it may obtain pursuant to any provision of this Agreement will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its immunity pursuant to Section 768.28, Florida Statutes, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project and/or any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy or otherwise protect the interests of the City of Port St. Lucie as specified in this Agreement.

Workers' Compensation Insurance & Employer's Liability: The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with section 440, Florida Statutes. Employers' Liability must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, and \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage shall apply on a primary basis. Should scope

of work performed by contractor qualify its employee(s) for benefits under Federal Workers' Compensation Statute (for example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

Commercial General Liability Insurance: The Contractor shall agree to maintain Commercial General Liability insurance, issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

Additional Insured: An Additional Insured endorsement **must** be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary and non-contributory. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation and Employers' Liability insurance, Certificates of Insurance and policies shall clearly state that coverage required by the Agreement has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured for Commercial General Liability and Business Auto Liability policies. The name for the Additional Insured endorsement issued by the insurer shall read: **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents shall be listed as additional insured and shall include Contract 20240027, Alternative Paving Methods"** Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, Attn: Procurement. In the event that the statutory liability of the City is amended during the term of this Agreement to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsement shall be attached to the Certificate of Insurance.

Business Automobile Liability Insurance: The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned, and hired automobiles. In the event the Contractor does not own any automobiles, the Business Auto Liability requirement shall be amended allowing Contractor to

agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage shall apply on a primary and non-contributory basis.

Waiver of Subrogation: By entering into this Agreement, Contractor agrees to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss contract to waive subrogation without an endorsement, then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such a contract on a pre-loss basis.

Deductibles: All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Agreement. Where an SIR or deductible exceeds \$5,000, the City reserves the right, but is not obligated, to review and request a copy of the Contractor's most recent annual report or audited financial statement.

It shall be the responsibility of the Contractor to ensure that all independent contractors and subcontractors comply with the same insurance requirements referenced herein. It shall be the responsibility of the Contractor to obtain Certificates of Insurance from all independent contractors and subcontractors listing the City as an Additional Insured without the language, "when required by written contract." If Contractor, any independent contractor, or any subcontractor maintain higher limits than the minimums listed above, the City requires and shall be entitled to coverage for the higher limits maintained by Contractor/independent contractor/subcontractor.

The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form, the City shall be endorsed as an "Additional Insured."

The City by and through its Risk Management Department reserves the right, but is not obligated, to review, modify, reject, or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Agreement. All insurance carriers must have an AM Best rating of at least A:VII or better. When a self-insured retention or deductible exceeds \$5,000, the City reserves the right, but is not obligated, to review and request a copy of Contractor's most recent annual report or audited financial statement.

A failure on the part of the Contractor to execute the Agreement and/or punctually deliver the required insurance certificates and other documentation may be cause for annulment of this Agreement.

Section 8. Audits. The Contractor shall establish and maintain a reasonable accounting system that enables the City to readily identify the Contractor's assets, expenses, costs of goods, and use of funds throughout the term of this Agreement for a period of at least seven (7) years following the date of final payment or completion of any required audit, whichever is later. Records shall include, but are not limited to, accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursements supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. The Contractor shall permit the City's authorized auditor or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt, and to make copies of all books, documents, papers, electronic or optically stored and created records, or other records relating or pertaining to this Agreement kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and subcontractors. Such records shall be made available to the City during normal business hours at the Contractor's office or place of business. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the City reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed ninety (90) days) from presentation of the City's findings to the Contractor. Evidence of criminal conduct will be turned over to the proper authorities.

The Contractor shall ensure the City has these rights under this Section 8 with Contractor's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to the City.

Section 9. E-Verify. In accordance with section 448.095, Florida Statutes, the Contractor agrees to comply with the following:

1. Contractor must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor. Contractor must provide City with sufficient proof of compliance with this provision before beginning work under this Agreement.
2. If Contractor enters into a contract with a subcontractor, Contractor must require each and every subcontractor to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of each and every such affidavit(s) for the duration of this Agreement and any renewals thereafter.

3. The City shall terminate this Agreement if it has a good faith belief that a person or an entity with which it is contracting has knowingly violated section 448.09(1), Florida Statutes.
4. Contractor shall immediately terminate any contract with any subcontractor if Contractor has, or develops, a good faith belief that the subcontractor has violated section 448.09(1), Florida Statutes. If City has or develops a good faith belief that any subcontractor of Contractor knowingly violated section 448.09(1), Florida Statutes, or any provision of section 448.095, Florida Statutes, the City shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
5. The City shall terminate this Agreement for violation of any provision in this section. If the Agreement is terminated under this section, it is not a breach of contract and may not be considered as such. If the City terminates this Agreement under this section, the Contractor may not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. A contractor is liable for any additional costs incurred by the City as a result of the termination of a contract.
6. The City, Contractor, or any subcontractor may file a cause of action with a circuit or county court to challenge a termination under section 448.095(5)(c), Florida Statutes, no later than twenty (20) calendar days after the date on which the Agreement was terminated. The parties agree that such a cause of action shall be filed in accordance with the Venue provision herein.

Section 10. Construction. The title of the section and paragraph headings in this Agreement are for reference only and shall not govern, suggest, or affect the interpretation of any of the terms or provisions within each section or this Agreement as a whole. The use of the term “including” in this Agreement shall be construed as “including, without limitation.” Where specific examples are given to clarify a general statement, the specific language shall not be construed as limiting, modifying, restricting, or otherwise affecting the general statement. All singular words and terms shall also include the plural, and vice versa. Any gendered words or terms used shall include all genders. Where a rule, law, statute, or ordinance is referenced, it indicates the rule, law, statute, or ordinance in place at the time the Agreement is executed, as well as may be amended from time to time, where application of the amended version is permitted by law.

The parties have participated jointly in the negotiation and drafting of this Agreement and agree that both have been represented by counsel and/or had sufficient time to consult counsel, before entering into this Agreement. In the event an ambiguity, conflict, omission, or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and there shall be no presumption or burden of proof or persuasion based on which party drafted a provision of the Agreement.

Section 11. Discriminatory, Convicted, and Antitrust Violator Vendor Lists. Contractor certifies that neither it nor any of its affiliates, as defined in the statutes below, have been placed on the discriminatory vendor list under section 287.134, Florida Statutes; the convicted vendor list under section 287.133, Florida Statutes; or the antitrust violator vendor list

under section 287.137, Florida Statutes. Absent certain conditions under these statutes, neither contractors nor their affiliates, as defined in the statutes, who have been placed on such lists may submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

Section 12. Cooperation with Inspector General. Pursuant to section 20.055, Florida Statutes, it is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. Contractor understands and will comply with this statute.

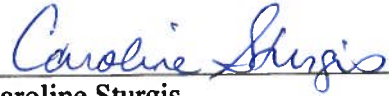
Section 13. Non-Exclusivity. Contractor acknowledges and agrees that this Contract is non-exclusive.

Section 14. Merger. 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.

IN WITNESS WHEREOF, the parties are duly authorized to bind their respective entities hereto and have accepted, made, and executed this Agreement upon the terms and conditions above stated on the day and year entered below.

SIGNATURE PAGE FOLLOWS

CITY OF PORT ST. LUCIE,
A Florida municipal corporation



Caroline Sturgis
Director, Office of Management & Budget

Date: 3/26/2024

CONTRACTOR

Contractor's Name – Asphalt Paving Systems, Inc.


Authorized Representative's Name

Authorized Representative – Robert Capoferri / President

Date: 2/15/2024

Keith Stewart

From: Debbie Luke <DEBBIE.LUKE@kissimmee.gov>
Sent: Friday, February 2, 2024 11:56 AM
To: Keith Stewart
Subject: RE: Piggyback Request
Attachments: Submittals IFB2022-002 Alternative Paving Methods.pdf; Workbooks for all Submittals IFB2022-002 Alternative Paving Methods.pdf; Notice of Evaluation Committee Shortlist IFB2022-002.pdf

Hello Keith,

Of course you can piggyback from this contract as long as the vendor is ok with it. We are working on updating our bid GR's.

Attached you will find the Tab sheet, workbooks broken down by contractor, no evaluation documents are in the file.

Thank you,

Debbie Luke
Procurement Coordinator ext - 2214
City of Kissimmee

101 Church Street Suite 430
Kissimmee, FL 34741
407.518.2214 office
407.518.2208 fax
debbie.luke@kissimmee.gov



From: Keith Stewart <kstewart@cityofpsl.com>
Sent: Friday, February 2, 2024 10:45 AM
To: Debbie Luke <DEBBIE.LUKE@kissimmee.gov>
Subject: Piggyback Request

EXTERNAL EMAIL: This email originated from outside of the organization. DO NOT REPLY, CLICK LINKS, or OPEN ATTACHMENTS unless you recognize the sender and know the content is safe

Good Morning Debbie

My name is Keith Stewart, I am a Procurement Manager for the City of Port St Lucie. My public works department is interested in Piggybacking IFB 2022-002 for alternative paving methods. Clause 1.17 permits piggybacking opportunities for CFPC members; do you permit piggybacking opportunities to other public entities? If so, can you mind providing the bid tabulation and evaluation documents? Thanks in advance

Keith Stewart, NIGP-CPP, CPPO
Procurement Manager
City of Port St. Lucie
121 S.W. Port St. Lucie Blvd
Port St. Lucie, Florida 34984-5099
772.344.4068 office
kstewart@cityofpsl.com

PUBLIC RECORDS NOTICE: All e-mail sent to and received from the City of Kissimmee, Florida, including e-mail addresses and content, are subject to the provisions of the Florida Public Records Law, Florida Statute Chapter 119, and may be subject to disclosure.



9021 Wire Rd • Zephyrhills, FL 33540
Phone (813) 788-0010 • Fax (813) 788-0020

February 5th, 2024

City of Port St Lucie,

RE: Piggy-Back Contract for Pavement Preservation and Recycling Treatments

To whom it may concern,

Asphalt Paving Systems, Inc. is pleased to hear that Port St Lucie (the City) wishes to utilize our Alternative Paving Methods Contract for Countywide paving and road repair. As is common practice and in compliance with Florida laws, I understand the City has requested to "piggy-back" on another agencies contract that Asphalt Paving System holds for like services.

Asphalt Paving Systems, Inc. is proposing to utilize our contract with City of Kissimmee, Alternative Paving Methods Contract. If the City finds this contract to be a suitable purchasing mechanism, please sign below indicating your acceptance and return a copy to Asphalt Paving Systems, Inc. We are incredibly grateful to be able to serve the people of Port St Lucie and we appreciate the work you send us.

Respectfully,

Robert Capoferri
President

Accepted by Port St Lucie.

Authorized Signature_____ Date Signed_____

AGREEMENT between CITY OF KISSIMMEE

And

Asphalt Paving Systems, Inc.

THIS AGREEMENT is made this 21st day of June, 2022 by and between the CITY OF KISSIMMEE, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741, hereinafter "City" and Asphalt Paving Systems, Inc., whose business address is 9021 Wire Road, Zephyrhills, FL 33540, hereinafter "Contractor" and each represents as follows:

WITNESSETH

WHEREAS, City advertised IFB 2022-002 Annual Contract for Milling, Resurfacing and Minor Concrete Work, attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, Contractor provides milling, resurfacing and minor concrete work services and was the lowest responsive and responsible bidder, a copy of said bid response is attached hereto and incorporated herein as Exhibit "B"; and

WHEREAS, City desires to award IFB 2022-002 to Contractor consistent with the terms and conditions and requirements of the bid specifications.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and value considerations, the receipt and sufficiency of which I hereby acknowledged, each Party hereby promises to the other as follows:

1. **RECITALS.** The foregoing recitals are true and correct and specifically incorporated herein.
2. **SPECIFICATIONS.** Contractor agrees to perform miscellaneous alternative paving methods on an as-needed basis on City premises and facilities. Work may include, but not limited to, milling, resurfacing, striping, micro-surfacing, reclaimed asphalt paving, concrete work, and sodding.
3. **WORKMANSHIP and WARRANTY.** Contractor agrees to furnish all material, labor, equipment and tools necessary to provide the contracted services in accordance with the Exhibit "A", Exhibit "B", any and all change orders, and this Agreement. Contractor agrees to provide these services in a professional manner in accordance with the standards outlined Exhibit "A". Contractor shall supervise the performance of work by employees who shall present a favorable image for the City at all times when working on City property.
4. **TERM.** The term of this Agreement shall commence on the date of execution and terminate on September 20, 2025. This Agreement may, by mutual written consent of the Parties, be

extended for two (2) additional twelve-month periods. City reserves the right to cancel this Agreement without cause on any and all locations.

5. **PAYMENT.** Payments to Contractor shall be made only upon submission of proof of satisfactory completion of the services, or the increment(s) thereof, for which payment is made. Contractor shall provide at the post award conference a payment schedule for work phases. Payment prior to initiation of the project and receipt by the City for services for which payment is invoiced is strictly prohibited. A payment will be made based on proof of satisfactory completion of each cycle. The amount of each payment will be based upon final contract payment schedule. Invoices shall provide details of all project expenses permitted in this Agreement. Upon review and approval of the Contractor's invoice and verification that services have been rendered in conformity with this Agreement, the City, through payment issued by the Public Works and Engineering Department, shall pay Contractor in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Contractor shall not apply any late charges, interest or penalties to any invoice or charges for services until 30 days from the City's receipt of the invoice. If this Agreement is terminated for convenience for any reason, then the Contractor shall be paid pro rata for all services performed, materials purchased, and administrative costs incurred, including lost profit, to the effective date of termination.
6. **BOND.** Contractor shall furnish City with a performance bond issued by a surety licensed to do business in the State of Florida prior to commencement of work in the amount of \$10,000.00.
7. **INSURANCE.** Contractor is required to submit to the City Certificates of Insurance naming the City as an additional insured. Said Certificate of Insurance shall also provide that at least thirty (30) days written notice shall be given to the City. During the term of the Agreement and any renewals, Contractor, at its sole cost and expense, shall maintain insurance coverage as follows:
 - A. **Workers Compensation:** Contractor will provide Worker's Compensation coverage for all employees at the site location. The limits will be statutory for Worker's Compensation and \$300,000.00 for Employers' Liability.
 - B. **Comprehensive General Liability:** Contractor will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000.00.
 - C. **Comprehensive Automobile Liability:** Contractor will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000.00.
 - D. **Umbrella Insurance:** The Contractor will provide an umbrella in excess to the coverage in paragraphs B), and C) of not less than \$1,000,000.00.

8. **WORK ORDERS.** The City may issue subsequent modifications to the work order(s) for additional work that was not known or included in the Specifications that is found to be needed during the course of this Agreement and above the amount set forth in Exhibit "C." Contractor must seek approval from the City before performing any additional work. The City must provide the Contractor with written documentation of the modification to any work order within three (3) business days of verbal approval. Contractor is not obligated to perform additional work until written modification has been received from the City but may commence work based upon a reasonable assumption that written modification will be issued. Incidental additional work performed by the Contractor without City consent will be evaluated and considered for payment based upon the work's merit. If the City determines the incidental additional work was not included in the original scope of the project and required for the Contractor's uninterrupted performance in fulfillment of the contract, then the City will approve the Contractor's request for payment for incidental additional work.

9. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate the Agreement in whole or part by giving the Contractor written notice at least thirty (30) days prior to effective date of termination. Upon receipt of termination from the City, the Contractor shall only provide those services specifically approved or directed by the City. All other rights and duties of the parties under the Agreement shall continue during such notice period, and the City shall continue to be responsible to the vendor for the payment of any obligation to the extent such responsibility has not been excused by breach or default of the Contractor.

Upon termination, Contractor shall bill the City for all amounts not previously billed and due to the vendor at that time. The vendor shall not be entitled to a profession fee nor expenses for any work commenced or expenses incurred after the notice of termination was received by the vendor, unless specifically approved or requested by the City. The Contractor shall however, be entitled to payment for services commenced and approved by the City prior to receipt of notice, or with the expressed written consent of the City, prior to the effective date of termination.

10. **TERMINATION FOR CAUSE.** If City wishes to terminate the Contractor for cause due to the failure of Contractor to perform as required under this Agreement and/or in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, then the City must provide the Contractor with written notice of said failure to perform. The City must give ten (10) working days from the Contractor's receipt of the Notice to Cure for the Contractor to cure or take reasonable action to commence to cure the performance concerns specified. If the Contractor does not take appropriate action within the ten (10) day period, the City may issue a Final Notice to Cure. The Contractor will have an additional five (5) working days from the receipt of the Notice to Cure to cure or take reasonable action to commence to cure before the City can terminate the Agreement. If the Contractor is terminated for cause, the Contractor may provide or employ any necessary labor and materials in lieu of Contractor to finish part or all of the work under the Agreement or to supplement the work of Contractor, and to deduct the cost

thereof from any money, then due or thereafter to become due to the Contractor; and if such cost shall exceed the balance due to Contractor, then the Contractor shall pay the difference to the City.

11. **BREACH.** Failure of Contractor or the City to perform the covenants, conditions, or provisions of the Agreement shall constitute a material default and breach of the Agreement. In the event of any default, the City has the right to terminate this Agreement immediately without notice to Contractor. In the event of any default of the City, except the payments required under the Agreement, Contractor may terminate this Agreement immediately without notice. If the City fails to timely pay the monies required under this Agreement, it has fifteen (15) days after written notice from Contractor to cure said default, unless the City disputes satisfactory performance of services.
12. **E-VERIFY.** In compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.
 - a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
 - b. The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
 - c. The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
 - d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that City is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.
13. **INDEMNIFICATION/HOLD HARMLESS.** To the extent permitted by law, Contractor hereby releases and waives all claims against the City, its officers, employees, agents, independent Contractors for any injury or damaged to the person, property, or business of Contractor, its agents, employees, sub-contractors, or other persons, for which injury or damages result from any act, neglect, occurrence, or condition in or about any City properties whether such damage is caused by the City or any other person. Nothing in the agreement shall

be construed as a waiver of the City's statutory sovereign immunity pursuant to Section 768.28, Florida Statutes.

Contractor agrees to indemnify and hold harmless the City, its agents, officers, employees against any and all claims, demand, cost, and expenses of every kind and nature, including reasonable attorney fees for the enforcement, defense, or appeals thereof arise from Contractor performance of the Agreement or any breach or default of Contractor.

14. **PUBLIC RECORDS.** Contractor specifically acknowledges the City's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, the Contractor shall keep and maintain public records required by the City and to comply with §119.071, F.S., shall:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services required under this Agreement;
- b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- d) Meet all requirements for retaining public records and transfer, at no cost to the City, all public records in possession of Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology system of the City.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to Contractor's duty to provide public records relating to this Agreement, contact the Custodian of Public Records at 407-518-2308, cityclerkemail@kissimmee.gov, and 101 Church Street, Kissimmee, Florida 34741.

15. **NON-ASSIGNMENT.** Contractor shall not assign, sell or transfer this Agreement or any portion hereof without receiving the written consent of the City. This Agreement is hereby deemed to be of a personal service contact nature, thus, subcontracting any portion of this Agreement is prohibited.

16. **APPLICABLE LAWS.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Florida.
17. **JURY TRIAL WAIVER/VENUE/WAIVER OF ATTORNEY FEES.** Contractor agrees to waive the right to a jury trial in any action, proceeding, or counterclaim. Venue shall be Osceola County, Florida. Each party waives the right to attorney fees in any action to enforce this Agreement.
18. **WAIVER.** No failure of the City to insist upon strict performance in any one or more terms of this Agreement, nor any failure of the City to exercise any right or remedy under this Agreement shall constitute a waiver of any such term, right or remedy the City may have, or future rights to enforce compliance.
19. **NOTICES.** Notice under this Agreement shall be deemed effective when mailed, certified mail return receipt requested or when delivered personally at the parties address below:

Notice to CITY:

Natrevia Gradney-Mitchell, Public Works and Engineering Director
101 N. Church Street
Kissimmee, Florida 34741

Notice to Contractor:

Robert Capoferri – President
9021 Wire Road
Zephyrhills, Florida 33540

20. **ENTIRETY OF AGREEMENT.** This Agreement shall constitute the entire Agreement of the Parties. Any prior understanding or representations of any kind preceding the date of this Agreement shall not be binding on either Party except as incorporated herein.
21. **MODIFICATIONS.** Any modifications or additional obligations assumed by either Party shall be binding only if written and valued considerations exchanged.

(Signature page to follow)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed:

CONTRACTOR Asphalt Paving Systems, Inc.

By: _____

Title: Robert Capoferri, President

Date: 6/10/2022

STATE OF FLORIDA

COUNTY OF Pasco

The foregoing instrument was acknowledged before me this 10th day of June, 2022, by means of ☒ physical presence or ☐ online notarization, by Robert Capoferri as President for Asphalt Paving Systems, Inc. a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:



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

Notary: _____

Print Name: Amanda Reichart

My Commission Expires: January 22, 2026

CITY OF KISSIMMEE

By: Olga Gonzalez
Olga Gonzalez, Mayor-Commissioner

Date: 6/21/2022



ATTEST:
Linda Hansell
Linda Hansell, City Clerk

Approved as to form a legal sufficiency:

Olga Sanchez de Fuentes
City Attorney

EXHIBIT "A"

EXHIBIT "B"

**** THIS SCHEDULE OF OFFERS SHOULD BE THE FIRST PAGE SUBMITTED
WITH YOUR BID ****
Bid IFB2022-002

I/we, the undersigned, hereby declare that I/we have reviewed the bid documents and with full knowledge and understanding of all specifications and conditions contained therein do submit, (in duplicate), our bid as follows with full understanding that the bid package in its entirety is made a part of any agreement, contract or order between the City of Kissimmee and the successful bidder.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>COST</u>
1	TOTAL BID AMOUNT OF ITEMS 5 to 229	<u>\$122,409.03</u>
2	TOTAL BID AMOUNT OF ITEMS S-1 to S-9	<u>\$946.45</u>
3	TOTAL BID AMOUNT OF ITEMS S-10 to S-15	<u>\$28.40</u>
4	TOTAL BID AMOUNT OF ITEMS S-16 to S-26	<u>\$296.75</u>
5	TOTAL BID AMOUNT OF ITEMS S-27 to S-29	<u>\$2.75</u>
6	TOTAL BID AMOUNT OF ITEMS S-30 to S-32	<u>\$27.25</u>
7	TOTAL BID AMOUNT OF ITEMS S-33 to S-35	<u>\$64.75</u>
8	TOTAL BID AMOUNT OF ITEMS S-36 to S-38	<u>\$98.00</u>
9	TOTAL BID AMOUNT OF ITEMS S-39 to S-41	<u>—</u>
10	TOTAL BID AMOUNT OF ITEMS S-42 to S-47	<u>—</u>
11	TOTAL BID AMOUNT OF ITEMS S-48 to S-50	<u>\$15.75</u>

ACKNOWLEDGMENT OF ADDENDA NO.(S) 4 (IF APPLICABLE)

(Signature)

ALL PRICES QUOTED ARE GOOD FOR A PERIOD OF 90 DAYS.

We do not take exception to Specifications.
(initial)

We take exception to Specifications as follows:
(initial)

(attach additional sheets, if necessary)

COMPANY NAME Asphalt Paving Systems, Inc.
COMPANY ADDRESS 9021 Wire Road Zephyrhills, FL 33540

NOTE: OFFERS NOT RECEIVED IN DUPLICATE MAY BE REJECTED.

VENDORS ARE RESPONSIBLE FOR DELIVERY OF THEIR BID TO THE ADDRESS
INDICATED ON THE BID COVER SHEET PRIOR TO THE DATE AND TIME SHOWN.
BIDS NOT SO DELIVERED MAY BE REJECTED.

BY: (signature)
Robert Capoferri, President
(typed name/title of signer)

DATE: 5/4/2022

EMAIL: FLEstimating@asphaltpavingsystems.com

TELEPHONE NO.: (813) 788-0010

FAX NO.: (813) 788-0020

Asphalt Paving Systems, Inc.
9021 Wire Road
Zephyrhills, FL 33540

CITY OF KISSIMMEE
ALTERNATIVE PAVING METHODS
SCHEDULE OF UNIT PRICES

Mobilization/Maintenance of Traffic				
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	5%
2	Night Work Mobilization	1	%	10%
3	Maintenance of Traffic	1	%	5%
4	Maintenance of Traffic Nightwork	1	%	10%
Asphalt, Earthwork, and Concrete				
5	Inlet Protection System	1-25	EA	\$ 153.07
6	Inlet Protection System	26-50	EA	\$ 153.07
7	Inlet Protection System	51-100+	EA	\$ 153.07
8	Floating Turbidity Barrier	1-200	LF	\$ 45.93
9	Floating Turbidity Barrier	201-500	LF	\$ 30.64
10	Floating Turbidity Barrier	501-1000+	LF	\$ 30.64
11	Staked Silt Fence	1-200	LF	\$ 7.70
12	Staked Silt Fence	201-500	LF	\$ 6.16
13	Staked Silt Fence	501+	LF	\$ 6.16
14	Clearing and Grubbing	1	AC	\$ 82,910.30
15	Curb and Gutter Removal	1-200	LF	\$ 36.03
16	Curb and Gutter Removal	201-500	LF	\$ 34.05
17	Curb and Gutter Removal	501+	LF	\$ 34.05
18	Miscellaneous Concrete Removal	1-200	SY	\$ 72.00
19	Existing Pipe Removal	1-200	LF	\$ 123.09
20	Existing Pipe Removal	201-500	LF	\$ 107.86
21	Existing Pipe Removal	501+	LF	\$ 107.86
22	Removal of Existing Pavement	1-200	SY	\$ 72.00
23	Removal of Existing Pavement	201-500	SY	\$ 66.22
24	Removal of Existing Pavement	501+	SY	\$ 66.22
25	Roadway Excavation	1-200	CY	\$ 69.30
26	Roadway Excavation	201-500	CY	\$ 56.76
27	Roadway Excavation	501+	CY	\$ 56.76
28	Swale Grading	1-200	LF	\$ 82.12
29	Swale Grading	201-500	LF	\$ 75.68
30	Swale Grading	501+	LF	\$ 75.68
31	Embankment (Truckload)	1-200	CY	\$ 97.79
32	Embankment (Truckload)	201-500	CY	\$ 94.60
33	Embankment (Truckload)	501+	CY	\$ 94.60
34	Flowable Fill	1-9	CY	\$ 974.60
35	Flowable Fill	10-18	CY	\$ 945.62
36	Flowable Fill	19-27+	CY	\$ 945.62
37	Asphaltic Base Course	1-200	TN	\$ 284.96
38	Asphaltic Base Course	201-500	TN	\$ 274.23
39	Asphaltic Base Course	501+	TN	\$ 274.23

40	Optional Base Group 1	1-200	SY	\$ 55.66
41	Optional Base Group 1	201-500	SY	\$ 55.66
42	Optional Base Group 1	501-1000+	SY	\$ 36.41
43	Optional Base Group 4	1-200	SY	\$ 61.22
44	Optional Base Group 4	201-500	SY	\$ 61.22
45	Optional Base Group 4	501-1000+	SY	\$ 41.97
46	Optional Base Group 6	1-200	SY	\$ 89.71
47	Optional Base Group 6	201-500	SY	\$ 89.71
48	Optional Base Group 6	501-1000+	SY	\$ 59.02
49	Optional Base Group 9	1-200	SY	\$ 95.32
50	Optional Base Group 9	201-500	SY	\$ 95.32
51	Optional Base Group 9	501-1000+	SY	\$ 64.57
52	Optional Base Group 11	1-200	SY	\$ 100.87
53	Optional Base Group 11	201-500	SY	\$ 100.87
54	Optional Base Group 11	501-1000+	SY	\$ 70.18
55	Milling (1")	1-200	SY	\$ 132.57
56	Milling (1")	201-500	SY	\$ 53.03
57	Milling (1")	501-1000+	SY	\$ 5.94
58	Milling (1.5")	1-200	SY	\$ 132.57
59	Milling (1.5")	201-500	SY	\$ 53.03
60	Milling (1.5")	501-1000+	SY	\$ 5.94
61	Milling (2")	1-200	SY	\$ 132.57
62	Milling (2")	201-500	SY	\$ 53.03
63	Milling (2")	501-1000+	SY	\$ 5.94
64	Milling (3")	1-200	SY	\$ 132.57
65	Milling (3")	201-500	SY	\$ 53.03
66	Milling (3")	501-1000+	SY	\$ 6.88
67	Milling (4")	1-200	SY	\$ 132.57
68	Milling (4")	201-500	SY	\$ 53.03
69	Milling (4")	501-1000+	SY	\$ 6.88
70	Milling (5")	1-200	SY	\$ 132.57
71	Milling (5")	201-500	SY	\$ 53.03
72	Milling (5")	501-1000+	SY	\$ 7.21
73	Milling (6")	1-200	SY	\$ 132.57
74	Milling (6")	201-500	SY	\$ 53.03
75	Milling (6")	501-1000+	SY	\$ 7.54
76	Type III Asphaltic Concrete	1-200	TN	\$ 230.00
77	Type III Asphaltic Concrete	201-500	TN	\$ 205.00
78	Type III Asphaltic Concrete	501+	TN	\$ 180.00
79	Asphaltic Concrete Type "S-1"	1-200	TN	\$ 270.00
80	Asphaltic Concrete Type "S-1"	201-500	TN	\$ 210.00
81	Asphaltic Concrete Type "S-1"	501+	TN	\$ 155.00
82	Asphaltic Concrete Type "S-3"	1-200	TN	\$ 272.00
83	Asphaltic Concrete Type "S-3"	201-500	TN	\$ 215.00
84	Asphaltic Concrete Type "S-3"	501+	TN	\$ 158.00
85	Adjusting Manholes (Metal Riser Rings)	1-5	EA	\$ 2,424.73
86	Adjusting Manholes (Metal Riser Rings)	6-10	EA	\$ 2,269.41

87	Adjusting Manholes (Metal Riser Rings)	11-20+	EA	\$ 2,269.41
88	Adjusting Valve Boxes (Metal Riser Rings)	1-5	EA	\$ 1,616.51
89	Adjusting Valve Boxes (Metal Riser Rings)	6-10	EA	\$ 1,512.94
90	Adjusting Valve Boxes (Metal Riser Rings)	11-20+	EA	\$ 1,512.94
91	18" RCP CD - CI	1-200	LF	\$ 280.56
92	18" RCP CD - CI	201-500	LF	\$ 253.06
93	18" RCP CD - CI	501+	LF	\$ 253.06
94	Type "A" Curb	1-25	LF	\$ 109.25
95	Type "A" Curb	26-50	LF	\$ 70.73
96	Type "A" Curb	51-100+	LF	\$ 70.73
97	Type "B" Curb	1-20	LF	\$ 136.62
98	Type "B" Curb	26-50	LF	\$ 70.73
99	Type "B" Curb	51-100+	LF	\$ 70.73
100	Type "D" Curb	1-25	LF	\$ 109.29
101	Type "D" Curb	26-50	LF	\$ 70.73
102	Type "D" Curb	51-100+	LF	\$ 70.73
103	Type "E" Curb	1-25	LF	\$ 109.29
104	Type "E" Curb	26-50	LF	\$ 70.73
105	Type "E" Curb	51-100+	LF	\$ 70.73
106	Type "F" Curb	1-25	LF	\$ 109.29
107	Type "F" Curb	26-50	LF	\$ 70.73
108	Type "F" Curb	51-100+	LF	\$ 70.73
109	Valley Gutter	1-25	LF	\$ 136.62
110	Valley Gutter	26-50	LF	\$ 88.44
111	Valley Gutter	51-100+	LF	\$ 88.44
112	Traffic Separator - (4')	1-25	LF	\$ 136.62
113	Traffic Separator - (4')	26-50	LF	\$ 88.44
114	Traffic Separator - (4')	51-100+	LF	\$ 88.44
115	Traffic Separator - (6')	1-25	LF	\$ 163.90
116	Traffic Separator - (6')	26-50	LF	\$ 106.10
117	Traffic Separator - (6')	51-100+	LF	\$ 91.74
118	Traffic Separator - (width varies)	1-25	SY	\$ 160.88
119	Traffic Separator - (width varies)	26-50	SY	\$ 141.46
120	Traffic Separator - (width varies)	51-100+	SY	\$ 122.27
121	Concrete Sidewalk - (4" thickness)	1-100	SY	\$ 97.79
122	Concrete Sidewalk - (4" thickness)	101-250	SY	\$ 97.79
123	Concrete Sidewalk - (4" thickness)	251-500+	SY	\$ 77.28
124	Concrete Sidewalk - (6" thickness)	1-100	SY	\$ 129.86
125	Concrete Sidewalk - (6" thickness)	101-250	SY	\$ 101.48
126	Concrete Sidewalk - (6" thickness)	251-500+	SY	\$ 101.48
127	Concrete Sidewalk - (6" Thickness)	1-100	SY	\$ 129.86
128	Concrete Sidewalk - (6" Thickness)	101-250	SY	\$ 101.48
129	Concrete Sidewalk - (6" Thickness)	251+	SY	\$ 101.04
130	Detectable Warning Surfaces (Inset)	1-50	SF	\$ 35.26
131	Detectable Warning Surfaces (Inset)	51-100	SF	\$ 35.26
132	Detectable Warning Surfaces (Inset)	101+	SF	\$ 35.26
133	Detectable Warning Surfaces (Screwdown Retro-Fit)	1-50	SF	\$ 38.28

134	Detectable Warning Surfaces (Screwdown Retro-Fit)	51-100	SF	\$ 38.28
135	Detectable Warning Surfaces (Screwdown Retro-Fit)	101+	SF	\$ 38.28
136	Sodding (Bahia)	1-200	SY	\$ 9.90
137	Sodding (Bahia)	201-500	SY	\$ 8.80
138	Sodding (Bahia)	501+	SY	\$ 5.50
139	Sodding (Floritam)	1-200	SY	\$ 12.10
140	Sodding (Floritam)	201-500	SY	\$ 11.00
141	Sodding (Floritam)	501+	SY	\$ 7.70
142	Loop Assembly, F&I - Type B	1	AS	\$ 5,720.00

Pavement Markings

143	Install Sign (single post)	1-5	EA	\$ 759.00
144	Install Sign (single post)	6-15	EA	\$ 695.75
145	Install Sign (single post)	16-30+	EA	\$ 670.45
146	Install Sign (multi-post)	1-5	EA	\$ 1,518.00
147	Install Sign (multi-post)	6-15	EA	\$ 1,391.50
148	Install Sign (multi- post)	16-30+	EA	\$ 1,239.70
149	Reflective Pavement Markers (RPM's)	1-20	EA	\$ 10.35
150	Reflective Pavement Markings (RPM's)	21-60	EA	\$ 6.90
151	Reflective Pavement Markers (RPM's)	61-100+	EA	\$ 5.75
152	6" Solid Traffic Stripe (paint) (white)	1-200	LF	\$ 1.84
153	6" Solid Traffic Stripe (paint) (white)	201-500	LF	\$ 1.38
154	6" Solid Traffic Stripe (paint) (white)	501-1000+	LF	\$ 0.81
155	6" Solid Traffic Stripe (paint) (yellow)	1-200	LF	\$ 1.84
156	6" Solid Traffic Stripe (paint) (yellow)	201-500	LF	\$ 1.38
157	6" Solid Traffic Stripe (paint) (yellow)	501-1000+	LF	\$ 0.81
158	12" Solid Traffic Stripe (paint)	1-25	LF	\$ 5.75
159	12" Solid Traffic Stripe (paint)	26-50	LF	\$ 5.18
160	12" Solid Traffic Stripe (paint)	51-100+	LF	\$ 4.60
161	18" Solid Traffic Stripe (paint)	1-25	LF	\$ 5.98
162	18" Solid Traffic Stripe (paint)	26-50	LF	\$ 5.18
163	18" Solid Traffic Stripe (paint)	51-100+	LF	\$ 4.83
164	24" Solid Traffic Stripe (paint)	1-25	LF	\$ 11.50
165	24" Solid Traffic Stripe (paint)	26-50	LF	\$ 10.35
166	24" Solid Traffic Stripe (paint)	51-100+	LF	\$ 9.20
167	6" Skip Traffic Stripe (paint)	1-200	LF	\$ 2.88
168	6" Skip Traffic Stripe (paint)	201-500	LF	\$ 2.30
169	6" Skip Traffic Stripe (paint)	501-1000+	LF	\$ 1.73
170	6" Dotted Guide Lines (paint)	1-50	LF	\$ 2.88
171	6" Dotted Guide Lines (paint)	51-100	LF	\$ 2.30
172	6" Dotted Guide Lines (paint)	101-150+	LF	\$ 1.73
173	Directional Arrows (Paint)	1-10	EA	\$ 46.00
174	Directional Arrows (Paint)	11-50	EA	\$ 34.50
175	Directional Arrows (Paint)	51+	EA	\$ 28.75
176	Pavement Messages (Paint)	1-10	EA	\$ 69.00
177	Pavement Messages (Paint)	11-50	EA	\$ 57.50
178	Pavement Messages (Paint)	51+	EA	\$ 40.25
179	8" Solid Traffic Stripe (Paint)	1-200	LF	\$ 3.45

180	8" Solid Traffic Stripe (Paint)	201-500	LF	\$	2.30
181	8" Solid Traffic Stripe (Paint)	501-1000+	LF	\$	1.73
182	6" Solid Stripe/Extru. Thermo (white)	1-200	LF	\$	3.34
183	6" Solid Stripe/Extru. Thermo (white)	201-500	LF	\$	2.88
184	6" Solid Stripe/Extru. Thermo (white)	501-1000+	LF	\$	2.30
185	6" Solid Stripe/Extru. Thermo (yellow)	1-200	LF	\$	3.34
186	6" Solid Stripe/Extru. Thermo (yellow)	201-500	LF	\$	2.88
187	6" Solid Stripe/Extru. Thermo (yellow)	501-1000+	LF	\$	2.30
188	12" Solid Traffic Stripe/Extru. Thermo	1-25	LF	\$	8.05
189	12" Solid Traffic Stripe/Extru. Thermo	26-50	LF	\$	6.90
190	12" Solid Traffic Stripe/Extru. Thermo	51-100+	LF	\$	5.75
191	18" Solid Traffic Stripe/Extru. Thermo	1-25	LF	\$	8.63
192	18" Solid Traffic Stripe/Extru. Thermo	26-50	LF	\$	7.48
193	18" Solid Traffic Stripe/Extru. Thermo	51-100+	LF	\$	6.33
194	24" Solid Traffic Stripe/Extru. Thermo	1-25	LF	\$	16.10
195	24" Solid Traffic Stripe/Extru. Thermo	26-50	LF	\$	13.80
196	24" Solid Traffic Stripe/Extru. Thermo	51-100+	LF	\$	11.50
197	6" Skip Traffic Stripe/Extru. Thermo	1-200	LF	\$	2.88
198	6" Skip Traffic Stripe/Extru. Thermo	201-500	LF	\$	2.59
199	6" Skip Traffic Stripe/Extru. Thermo	501-1000+	LF	\$	2.30
200	6" Dotted Guide Lines/Extru. Thermo	1-50	LF	\$	2.88
201	6" Dotted Guide Lines/Extru. Thermo.	51-100	LF	\$	2.59
202	6" Dotted Guide Lines/Extru. Thermo.	101-150+	LF	\$	2.30
203	Directional Arrows / Extru. Thermo.	1	EA	\$	86.25
204	Preformed Symbol	1	EA	\$	345.00
205	Pavement Messages / Extru. Thermo.	1	EA	\$	207.00
206	8" Solid Traffic Stripe / Extru. Thermo	1-200	LF	\$	4.03
207	8" Solid Traffic Stripe / Extru. Thermo	201-500	LF	\$	2.88
208	8" Solid Traffic Stripe / Extru. Thermo	501-1000+	LF	\$	2.30
209	Remove Ex. Pavement Markings(paint)	1-100	SF	\$	3.45
210	Remove Ex. Pavement Markings(paint)	101-300	SF	\$	2.88
211	Remove Ex. Pavement Markings(paint)	301-500+	SF	\$	2.59
212	Rem. Ex. Pavement Markings(thermo)	1-100	SF	\$	4.60
213	Rem. Ex. Pavement Markings(thermo)	101-300	SF	\$	4.31
214	Rem. Ex. Pavement Markings(thermo)	301-500+	SF	\$	4.03
TOTAL BID AMOUNT OF ITEMS 5 to 214 ABOVE					\$122,409.03
Item	Description	EstimatedQuantity	Unit of Measure	Unit Price	
HOT-IN-PLACE (With Virgin Top Course) Asphalt Recycling					
215	Asphalt Recycling	1 - 10,000	SY	NB	
216	Asphalt Recycling	10,001 - 50,000	SY	NB	
217	Asphalt Recycling	50,001+	SY	NB	
218	Recycling Agent	1 - 10,000	GAL	NB	
219	Recycling Agent	10,001 - 50,000	GAL	NB	
220	Recycling Agent	50,001+	GAL	NB	
HOT-IN-PLACE (100%) Asphalt Recycling					
221	Base Course HIPR	1 - 10,000	SY	NB	

222	Base Course HIPR	10,001 - 50,000	SY	NB
223	Base Course HIPR	50,001+	SY	NB
224	2" Complete HIPR	1 - 10,000	SY	NB
225	2" Complete HIPR	10,001 - 50,000	SY	NB
226	2" Complete HIPR	50,001+	SY	NB
227	Asphalt Recycling Agent	1 - 10,000	SY	NB
228	Asphalt Recycling Agent	10,001 - 50,000	SY	NB
229	Asphalt Recycling Agent	50,001+	SY	NB

TOTAL BID AMOUNT OF ITEMS 215 to 229 ABOVE \$ -

Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
Specialty Paving Methods				
1	Mobilization	1	%	5%
2	Night Work Mobilization	1	%	10%
3	Maintenance of Traffic	1	%	5%
4	Maintenance of Traffic Nightwork	1	%	10%
S-1	Rut Fill / Scratch Course (Micro)	1-50	TN	\$ 355.00
S-2	Rut Fill / Scratch Course (Micro)	51-100	TN	\$ 305.00
S-3	Rut Fill / Scratch Course (Micro)	101+	TN	\$ 260.00
S-4	Single Micro Surface 20-24 lbs	1-10,000	SY	\$ 4.40
S-5	Single Micro Surface 20-24 lbs	10,001 - 50,000	SY	\$ 3.65
S-6	Single Micro Surface 20-24 lbs	50,001+	SY	\$ 3.05
S-7	Double Micro Surface 30-34 lbs	1-10,000	SY	\$ 5.75
S-8	Double Micro Surface 30-34 lbs	10,001 - 50,000	SY	\$ 4.95
S-9	Double Micro Surface 30-34 lbs	50,001+	SY	\$ 4.65

TOTAL BID AMOUNT OF ITEMS S-1 to S-9 ABOVE \$ 946.45

Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	5%
2	Night Work Mobilization	1	%	10%
3	Maintenance of Traffic	1	%	5%
4	Maintenance of Traffic Nightwork	1	%	10%
S-10	Single Chip Seal -#89 Granite	1-10,000	SY	\$ 5.55
S-11	Single Chip Seal -#89 Granite	10,001 - 50,000	SY	\$ 3.30
S-12	Single Chip Seal -#89 Granite	50,001+	SY	\$ 3.05
S-13	Double Chip Seal -#57 w #89 Granite	1-10,000	SY	\$ 6.75
S-14	Double Chip Seal -#57 w #89 Granite	10,001 - 50,000	SY	\$ 5.10
S-15	Double Chip Seal -#57 w #89 Granite	50,001+	SY	\$ 4.65

TOTAL BID AMOUNT OF ITEMS S-10 to S-15 ABOVE \$ 28.40

Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	5%
2	Night Work Mobilization	1	%	10%
3	Maintenance of Traffic	1	%	5%
4	Maintenance of Traffic Nightwork	1	%	10%
S-16	Full Depth Reclamation /6"-9"	1-10,000	SY	\$ 13.25
S-17	Full Depth Reclamation /6"-9"	10,001 - 50,000	SY	\$ 7.65
S-18	Full Depth Reclamation /6"-9"	50,001+	SY	\$ 7.10

S-19	Full Depth Reclamation 9"-12"	1-10,000	SY	\$ 13.75
S-20	Full Depth Reclamation 9"-12"	10,001 - 50,000	SY	\$ 8.25
S-21	Full Depth Reclamation 9"-12"	50,001+	SY	\$ 7.90
S-22	Cement for Reclamation	1	TN	\$ 190.00
S-23	Emulsion for Reclamation	1	Gal	\$ 2.85
S-24	Reclaimed Asphalt Paving (RAP)	1-10,000	SY	\$ 18.00
S-25	Reclaimed Asphalt Paving (RAP)	10,001 - 50,000	SY	\$ 15.00
S-26	Reclaimed Asphalt Paving (RAP)	50,001+	SY	\$ 13.00
TOTAL BID AMOUNT OF ITEMS S-16 to S-26 ABOVE				\$ 296.75

Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	5%
2	Night Work Mobilization	1	%	10%
3	Maintenance of Traffic	1	%	5%
4	Maintenance of Traffic Nightwork	1	%	10%
S-27	Fog Seal	1- 10,000	SY	\$ 1.10
S-28	Fog Seal	10,001- 50,000	SY	\$ 0.85
S-29	Fog Seal	50,000+	SY	\$ 0.80
TOTAL BID AMOUNT OF ITEMS S-27 to S-29 ABOVE				\$ 2.75

Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	5%
2	Night Work Mobilization	1	%	10%
3	Maintenance of Traffic	1	%	5%
4	Maintenance of Traffic Nightwork	1	%	10%
S-30	Cape Seal	1- 10,000	SY	\$ 11.30
S-31	Cape Seal	10,001- 50,000	SY	\$ 8.25
S-32	Cape Seal	50,000+	SY	\$ 7.70
TOTAL BID AMOUNT OF ITEMS S-30 to S-32 ABOVE				\$ 27.25

Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	5%
2	Night Work Mobilization	1	%	10%
3	Maintenance of Traffic	1	%	5%
4	Maintenance of Traffic Nightwork	1	%	10%
S-33	In-Place Recycling-Reconstrction	1- 10,000	SY	\$ 24.55
S-34	In-Place Recycling-Reconstrction	10,001- 50,000	SY	\$ 20.70
S-35	In-Place Recycling-Reconstrction	50,000+	SY	\$ 19.50
TOTAL BID AMOUNT OF ITEMS S-33 to S-35 ABOVE				\$ 64.75

Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	5%
2	Night Work Mobilization	1	%	10%
3	Maintenance of Traffic	1	%	5%
4	Maintenance of Traffic Nightwork	1	%	10%
S-36	Crack Filling/Sealing	1-500	GAL	\$ 35.00
S-37	Crack Filling/Sealing	501 - 1000	GAL	\$ 33.00
S-38	Crack Filling/Sealing	1,001+	GAL	\$ 30.00

TOTAL BID AMOUNT OF ITEMS S-36 to S-38 ABOVE				\$.	98.00
Item	Description	EstimatedQuantity	Unit of Measure	Unit Price	
1	Mobilization	1	%	NB	
2	Night Work Mobilization	1	%	NB	
3	Maintenance of Traffic	1	%	NB	
4	Maintenance of Traffic Nightwork	1	%	NB	
S-39	Asphalt Rejuvenator	1-50,000	SY	NB	
S-40	Asphalt Rejuvenator	50,001 - 100,000	SY	NB	
S-41	Asphalt Rejuvenator	100,001+	SY	NB	
TOTAL BID AMOUNT OF ITEMS S-39 to S-41 ABOVE				\$	-
Item	Description	EstimatedQuantity	Unit of Measure	Unit Price	
1	Mobilization	1	%	NB	
2	Night Work Mobilization	1	%	NB	
3	Maintenance of Traffic	1	%	NB	
4	Maintenance of Traffic Nightwork	1	%	NB	
S-42	Speed Hump W/ Curbing	1-50	FT	NB	
S-43	Speed Hump W/ Curbing	51-100	FT	NB	
S-44	Speed Hump W/ Curbing	101+	FT	NB	
S-45	Speed Hump No Curbing	1-50	FT	NB	
S-46	Speed Hump No Curbing	51-100	FT	NB	
S-47	Speed Hump No Curbing	101+	FT	NB	
TOTAL BID AMOUNT OF ITEMS S-42 to S-47 ABOVE				\$	-
Item	Description	EstimatedQuantity	Unit of Measure	Unit Price	
1	Mobilization	1	%	5%	
2	Night Work Mobilization	1	%	10%	
3	Maintenance of Traffic	1	%	5%	
4	Maintenance of Traffic Nightwork	1	%	10%	
S-48	Slurry Seal	1-10,000	SY	\$ 6.00	
S-49	Slurry Seal	10,001 - 50,000	SY	\$ 5.10	
S-50	Slurry Seal	50,001+	SY	\$ 4.65	
TOTAL BID AMOUNT OF ITEMS S-48 to S-50 ABOVE				\$	15.75

**Quantities are not guaranteed. Final payment will be based on actual quantities.

NAME OF CONTRACTOR: Asphalt Paving Systems, Inc.

CITY OF
KISSIMMEE
1 8 8 3

March 21, 2022

Addendum No. 1

Project: Alternative Paving Methods
Bid No: IFB2022-002

TO ALL PROPOSERS:

The following items are clarifications, corrections, additions, deletions and / or revisions, which shall take precedence over the original documents.

Vendor Link

Due to COVID-19 interested parties are requested to respond to this Request for Proposal by Electronic submittals. Email or other means will not be accepted. Vendor Link help can be accessed by emailing, support@evendorlink.com, and Demandstar help can be accessed by emailing, support@demandstar.com.

To ensure correct information formatting:

- Submit electronically through myvendorlink.com
- Upload files only in MS Word (.doc or .docx), Excel (.xls or .xlsx), and PowerPoint (.ppt or .pptx); Adobe Portable Document Format (.pdf); Compressed File (.ZIP) formats.
- Enable printing on files submitted
- Clearly identify the Bid Number, Name, Submission Date, and Name on the Response Cover Page or Letterhead
- Contact Vendor Link technical support at support@evendorlink.com if technical difficulties arise during proposal submission. Any bids received after above stated time and date will not be considered.

If you are receiving this message you have requested updates and/or information for a particular project or service which can be obtained by registering with <https://www.myvendorlink.com/common/register.aspx>. Registering with myvendorlink will ensure that you receive notifications, and of any changes to an advertised solicitation.

DemandStar:

To ensure correct information formatting:

- Submit electronically through demandstar.com
- Upload files only in MS Word (.doc or .docx), Excel (.xls or .xlsx), and PowerPoint (.ppt or .pptx); Adobe Portable Document Format (.pdf); Compressed File (.ZIP) formats.
- Enable printing on files submitted
- Clearly identify the Bid Number, Name, Submission Date, and Name on the Response Cover Page or Letterhead
- Contact Demandstar technical support at support@demandstar.com if technical difficulties arise during proposal submission. Any bids received after above stated time and date will not be considered.

If you are receiving this message, you have requested updates and/or information for a particular project or service which can be obtained by registering with

<https://www.demandstar.com/registration>. Registering with Demandstar will ensure that you receive notifications, and of any changes to an advertised solicitation.

It shall be the sole responsibility of the bidder to have their bid electronically delivered to Procurement Services Division for receipt on or before the above stated time and date.

Non-Mandatory Pre-bid Meeting Update

The scheduled Non-Mandatory Pre-bid Meeting located at the Kissimmee City Hall on April 13, 2022 at 10:00AM has been moved to a teleconference platform.

You are invited to a Zoom meeting.

Topic: IFB2022-002 Alternative Paving Methods Non-Mandatory Pre-bid Meeting

Time: Apr 13, 2022 10:00 AM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/87363894003?pwd=bERuZDMwV1pNXXNdTRrN2lZZmZGdz09>

Meeting ID: 873 6389 4003

Passcode: jKGz8E

One tap mobile

+13017158592,,87363894003# US (Washington DC)

+13126266799,,87363894003# US (Chicago)

Dial by your location

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

Meeting ID: 873 6389 4003

Find your local number: <https://us02web.zoom.us/j/87363894003>

A. ACKNOWLEDGMENT OF ADDENDA:

1. The proposer shall acknowledge receipt of this addendum by completing the applicable section in the IFB. The Proposer shall submit said Form with the proposal.
2. All other terms and conditions of the IFB remain unchanged.

Brandon Durango
Procurement Manager

ACKNOWLEDGMENT OF ADDENDA NO.(S) 4 (IF APPLICABLE)

(Signature)

COMPANY NAME

Asphalt Paving Systems, Inc

COMPANY ADDRESS

9021 Wire Road Zephyrhills, FL 33540

BY:

DATE: 5/4/2022

(signature)

Robert Capoferri, President

EMAIL: FLEstimating@asphaltpavingsystems.com

(typed name/title of signer)



March 25, 2022

Addendum No. 2

Project: Alternative Paving Methods
Bid No: IFB2022-002

TO ALL PROPOSERS:

The following items are clarifications, corrections, additions, deletions and / or revisions, which shall take precedence over the original documents.

1. Does the City have an annual estimate/budget for this Contract?

Answer:

- Road Resurfacing \$500K - \$1 Million annually
- ADA Improvements Projects \$500K annually
- The City may have additional Capital Roadway Projects that will be funded separately by the City or Grant funding.

2. How many Contractors is the City anticipating on awarding this to?

Answer: Two or Three Contractors.

3. Has this Term Contract been awarded in the past? If so, can you provide the ITB# and name of the Contract and the awardees?

Answer: No.

4. Does the City have the Bid Form of pay items available in excel format?

Answer: See Attachment C "workbook" along with this Addendum.

A. ACKNOWLEDGMENT OF ADDENDA:

1. The proposer shall acknowledge receipt of this addendum by completing the applicable section in the RFQ. The Proposer shall submit said Form with the proposal.
2. All other terms and conditions of the RFQ remain unchanged.

Brandon Durango
Procurement Manager

ACKNOWLEDGMENT OF ADDENDA NO.(S) 4 (IF APPLICABLE)

(Signature)

COMPANY NAME

Asphalt Paving Systems, Inc

COMPANY ADDRESS

9021 Wire Road Zephyrhills, FL 33540

BY:

DATE: 5/4/2022

(signature)

Robert Capoferri, President

EMAIL: FLEstimating@asphaltpavingsystems.com

(typed name/title of signer)



March 30, 2022

Addendum No. 3

Project: Alternative Paving Methods
Bid No: IFB2022-002

TO ALL PROPOSERS:

The following items are clarifications, corrections, additions, deletions and / or revisions, which shall take precedence over the original documents.

1. Would the City consider adding an asphalt price index adjustment similar to that used by FDOT due to the current volatility in the market?

Answer: Yes. The City will use the FDOT's Fuel and Asphalt / Bituminous Average Price Index

2. Is this solicitation/contract able to be piggybacked by another city/county?

Answer: Yes

3. Does the Contractor need to bid on all Contract Items, or can we provide select pricing for items that fall in our company's ability?

Answer: No. The Contractor does not need to bid on all Contract Items. The contractor may also elect to use subcontractors for items that fall outside their company's ability.

A. ACKNOWLEDGMENT OF ADDENDA:

1. The proposer shall acknowledge receipt of this addendum by completing the applicable section in the IFB. The Proposer shall submit said Form with the proposal.
2. All other terms and conditions of the IFB remain unchanged.

Brandon Durango
Procurement Manager

ACKNOWLEDGMENT OF ADDENDA NO.(S) 4 (IF APPLICABLE)

(Signature) 

COMPANY NAME Asphalt Paving Systems, Inc

COMPANY ADDRESS 9021 Wire Road Zephyrhills, FL 33540

BY: (signature) DATE: 5/4/2022

Robert Capoferri, President

(typed name/title of signer)

EMAIL: FLEstimating@asphaltpavingsystems.com



April 25, 2022

Addendum No. 4

**Project: Alternative Paving Methods
Bid No: IFB2022-002**

TO ALL PROPOSERS:

The following items are clarifications, corrections, additions, deletions and / or revisions, which shall take precedence over the original documents.

1. Is there a Payment bond required on this IFB?

Answer: Payment bond will be required when applicable and contractor will be given ample time to obtain payment bond.

2. What will be the average work order amount?

Answer: The average work order amount will depend on the size and location of the project.

3. How is the \$10,000 Performance bond being calculated? Is it driven from the average work order?

Answer: Revision 2.10 BOND REQUIREMENT: This bid requires the following bond:

The selected Bidder may be required to furnish Payment and Performance Bonds to the City of Kissimmee per Florida Statutes, Section 255.05 equal to 100 percent of the total amount of each project/task. Bond forms will be furnished by the City and only those forms will be used. Per Florida Statute 255.05, upon approval and award of the project, the performance and payment bonds are required to be recorded by the awarded contractor in the public records of Osceola County, Florida. An original or certified copy of the bonds must be returned to the City of Kissimmee Finance Department. A surety company, authorized to do business in the State of Florida and acceptable to the City of Kissimmee, shall sign the bonds. The bonds shall be dated with the actual execution date. With these bonds, the responsible party shall file certified copies of the power of attorney of such attorney-in fact signing the bond on behalf of the surety, and such certificates shall be certified to show that such power of attorney was in effect to and including the date of the actual execution of the bonds. If bonds are required, they shall remain in full force and effect until satisfactory completion of any specified performance guarantee tests, or satisfactory completion of all other contractual requirements, which shall occur last. The City of Kissimmee shall furnish a copy of the selected Bidder's bond to any lienor demanding that bond under the provisions of Florida Statutes.

4. Based on the bid package and its requirements, it is required that all contractors must be FDOT prequalified in respective pay items which they submit a bid. **Question: Is**

Flexible paving qualification is required for a contractor who is FDOT pre-qualified and certified on categories such as Drainage Driveway, Sidewalk, grading, grassing and etc, and who is not certified in flexible paving, but will face minor flexible paving incidental to his/her respective work such as the concrete/ drainage service as respective pay items such as ADA work or removal and replacement of curb? (Such as hot in place, pothole repair/ infrared asphalt recycling, heating in place repair and asphalt repair in front of curb or ADA concrete, Speed hump and drainage work). Considering that FDOT flexible paving qualifications are for long stretch of roadways and doesn't apply for the above-mentioned examples and small repair areas. Do the contractors need to be FDOT flexible paving prequalified to perform small repair areas and incidental work to their respective work? Please clarify.

Answer: No.

5. Is subcontracting allowed or not?

Answer: Subcontractor pricing will not be allowed during the bidding process. Once the contract is awarded the prime contractor will be allowed to use subcontractor for minor tasks on the work order.

6. Will the award be per Section or based on pricing the contractor will be awarded? Or will they be awarded what they are specialized in?

Answer: Sections are based off the prime's specialty.

7. Based on average work order from previous years, what are the amount for paving has the city done?

Answer: The City has not had a contract like this in the past. This will depend on the size and location of the project.

8. There are conflicting requirements in the bid for contractor qualifications. Will 5 projects in the last 2 years be acceptable for contractor qualifications?

Answer: Yes.

9. Since the term of the contract is through 2025, how will price adjustments be handled?

Answer: Price adjustments will be re-evaluated yearly.

10. Per General Requirement 4 Task Authorization Process, The contractor is to provide a price based on a City provided Scope of work for the individual project. Is the contractor bound to use the unit prices stipulated in the bid or will the contractor be able to adjust their pricing based on the specific scope of work provided for the task?

Answer: No. The contractor must honor the unit price stipulated in the bid.

11. The bid requires that the contractor have 3 reclaimers "on hand at time of bid". There is no need for there to be 3 reclaimers onsite at any time. Can this requirement be changed to the contractor having 2 reclaimers?

Answer: Yes. This requirement can be changed to only have 2 reclaimers.

12. Is a bid bond required to be submitted with the bid? If not, does a letter of surety from our bonding company need to accompany the bid?

Answer: A bid bond is not required with submittal nor a letter of surety as this is a Task Authorization process and a performance bond is required prior to commencement of any work assigned.

13. Does the City have an annual estimate/budget for this Contractor?

Answer: See Addendum No. 2 Question 1.

14. How many Contractors is the City anticipating on awarding this to?

Answer: See Addendum No. 2 Question 2.

15. Has the Term Contract been awarded in the past? If so, can you provide the ITB# and the name of the Contract and the awardees?

Answer: No.

16. Does the City have the Bid Form of pay items available in excel format?

Answer: See Attachment C "workbook" along with Addendum No. 2.

17. Does the Contractor need to bid on all Contract Items, or can we provide select pricing for items that fall in out company's ability?

Answer: See Addendum No. 3 Question 3.

18. Is a Bid Bond or Performance Bond required with the bid submittal?

Answer: See answer in Question 12.

A. ACKNOWLEDGMENT OF ADDENDA:

1. The proposer shall acknowledge receipt of this addendum by completing the applicable section in the IFB. The Proposer shall submit said Form with the proposal.
2. All other terms and conditions of the IFB remain unchanged.

Brandon Durango
Procurement Manager

ACKNOWLEDGMENT OF ADDENDA NO.(S) 4 (IF APPLICABLE)

(Signature) 

COMPANY NAME

Asphalt Paving Systems, Inc

COMPANY ADDRESS

9021 Wire Road Zephyrhills, FL 33540

BY:

DATE: 5/4/2022

(signature)

Robert Capoferri, President

EMAIL: FLEstimating@asphaltpavingsystems.com

(typed name/title of signer)

Attachment A

Local Vendor Affidavit of Eligibility

This form is to be completed in its entirety by the vendor and submitted along with your bid or quote. Incomplete forms will be rejected for preference evaluation.

State of Florida
County of Osceola

Before me on this ____ day of _____ 20____, personally appeared

(print name) _____ being an authorized representative of lawful age,
who being by me first duly sworn, on his/her oath, deposes and says:

(print name of company) _____ MEETS ALL CRITERIA AS
REQUIRED BY THE CITY OF KISSIMMEE TO QUALIFY FOR LOCAL VENDOR PREFERENCE.
Qualification documentation attached.

Signature of Affiant

Typed/Printed Name of Affiant

Address of Affiant

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____ 20____, by

(Signature of Notary Public-State of Florida)

(Print, Type, or Stamp commissioned name of notary public) _____ personally known or
_____ produced identification. Type of identification produced _____

CITY OF KISSIMMEE
ALTERNATIVE PAVING METHODS
SCHEDULE OF UNIT PRICES

Mobilization/Maintenance of Traffic				
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	5%
2	Night Work Mobilization	1	%	10%
3	Maintenance of Traffic	1	%	5%
4	Maintenance of Traffic Nightwork	1	%	10%
Asphalt, Earthwork, and Concrete				
5	Inlet Protection System	1-25	EA	\$ 153.07
6	Inlet Protection System	26-50	EA	\$ 153.07
7	Inlet Protection System	51-100+	EA	\$ 153.07
8	Floating Turbidity Barrier	1-200	LF	\$ 45.93
9	Floating Turbidity Barrier	201-500	LF	\$ 30.64
10	Floating Turbidity Barrier	501-1000+	LF	\$ 30.64
11	Staked Silt Fence	1-200	LF	\$ 7.70
12	Staked Silt Fence	201-500	LF	\$ 6.16
13	Staked Silt Fence	501+	LF	\$ 6.16
14	Clearing and Grubbing	1	AC	\$ 82,910.30
15	Curb and Gutter Removal	1-200	LF	\$ 36.03
16	Curb and Gutter Removal	201-500	LF	\$ 34.05
17	Curb and Gutter Removal	501+	LF	\$ 34.05
18	Miscellaneous Concrete Removal	1-200	SY	\$ 72.00
19	Existing Pipe Removal	1-200	LF	\$ 123.09
20	Existing Pipe Removal	201-500	LF	\$ 107.86
21	Existing Pipe Removal	501+	LF	\$ 107.86
22	Removal of Existing Pavement	1-200	SY	\$ 72.00
23	Removal of Existing Pavement	201-500	SY	\$ 66.22
24	Removal of Existing Pavement	501+	SY	\$ 66.22
25	Roadway Excavation	1-200	CY	\$ 69.30
26	Roadway Excavation	201-500	CY	\$ 56.76
27	Roadway Excavation	501+	CY	\$ 56.76
28	Swale Grading	1-200	LF	\$ 82.12
29	Swale Grading	201-500	LF	\$ 75.68
30	Swale Grading	501+	LF	\$ 75.68
31	Embankment (Truckload)	1-200	CY	\$ 97.79
32	Embankment (Truckload)	201-500	CY	\$ 94.60
33	Embankment (Truckload)	501+	CY	\$ 94.60
34	Flowable Fill	1-9	CY	\$ 974.60
35	Flowable Fill	10-18	CY	\$ 945.62
36	Flowable Fill	19-27+	CY	\$ 945.62
37	Asphaltic Base Course	1-200	TN	\$ 284.96
38	Asphaltic Base Course	201-500	TN	\$ 274.23
39	Asphaltic Base Course	501+	TN	\$ 274.23

40	Optional Base Group 1	1-200	SY	\$	55.66
41	Optional Base Group 1	201-500	SY	\$	55.66
42	Optional Base Group 1	501-1000+	SY	\$	36.41
43	Optional Base Group 4	1-200	SY	\$	61.22
44	Optional Base Group 4	201-500	SY	\$	61.22
45	Optional Base Group 4	501-1000+	SY	\$	41.97
46	Optional Base Group 6	1-200	SY	\$	89.71
47	Optional Base Group 6	201-500	SY	\$	89.71
48	Optional Base Group 6	501-1000+	SY	\$	59.02
49	Optional Base Group 9	1-200	SY	\$	95.32
50	Optional Base Group 9	201-500	SY	\$	95.32
51	Optional Base Group 9	501-1000+	SY	\$	64.57
52	Optional Base Group 11	1-200	SY	\$	100.87
53	Optional Base Group 11	201-500	SY	\$	100.87
54	Optional Base Group 11	501-1000+	SY	\$	70.18
55	Milling (1")	1-200	SY	\$	132.57
56	Milling (1")	201-500	SY	\$	53.03
57	Milling (1")	501-1000+	SY	\$	5.94
58	Milling (1.5")	1-200	SY	\$	132.57
59	Milling (1.5")	201-500	SY	\$	53.03
60	Milling (1.5")	501-1000+	SY	\$	5.94
61	Milling (2")	1-200	SY	\$	132.57
62	Milling (2")	201-500	SY	\$	53.03
63	Milling (2")	501-1000+	SY	\$	5.94
64	Milling (3")	1-200	SY	\$	132.57
65	Milling (3")	201-500	SY	\$	53.03
66	Milling (3")	501-1000+	SY	\$	6.88
67	Milling (4")	1-200	SY	\$	132.57
68	Milling (4")	201-500	SY	\$	53.03
69	Milling (4")	501-1000+	SY	\$	6.88
70	Milling (5")	1-200	SY	\$	132.57
71	Milling (5")	201-500	SY	\$	53.03
72	Milling (5")	501-1000+	SY	\$	7.21
73	Milling (6")	1-200	SY	\$	132.57
74	Milling (6")	201-500	SY	\$	53.03
75	Milling (6")	501-1000+	SY	\$	7.54
76	Type III Asphaltic Concrete	1-200	TN	\$	230.00
77	Type III Asphaltic Concrete	201-500	TN	\$	205.00
78	Type III Asphaltic Concrete	501+	TN	\$	180.00
79	Asphaltic Concrete Type "S-1"	1-200	TN	\$	270.00
80	Asphaltic Concrete Type "S-1"	201-500	TN	\$	210.00
81	Asphaltic Concrete Type "S-1"	501+	TN	\$	155.00
82	Asphaltic Concrete Type "S-3"	1-200	TN	\$	272.00
83	Asphaltic Concrete Type "S-3"	201-500	TN	\$	215.00
84	Asphaltic Concrete Type "S-3"	501+	TN	\$	158.00
85	Adjusting Manholes (Metal Riser Rings)	1-5	EA	\$	2,424.73
86	Adjusting Manholes (Metal Riser Rings)	6-10	EA	\$	2,269.41

87	Adjusting Manholes (Metal Riser Rings)	11-20+	EA	\$ 2,269.41
88	Adjusting Valve Boxes (Metal Riser Rings)	1-5	EA	\$ 1,616.51
89	Adjusting Valve Boxes (Metal Riser Rings)	6-10	EA	\$ 1,512.94
90	Adjusting Valve Boxes (Metal Riser Rings)	11-20+	EA	\$ 1,512.94
91	18" RCP CD - CI	1-200	LF	\$ 280.56
92	18" RCP CD - CI	201-500	LF	\$ 253.06
93	18" RCP CD - CI	501+	LF	\$ 253.06
94	Type "A" Curb	1-25	LF	\$ 109.25
95	Type "A" Curb	26-50	LF	\$ 70.73
96	Type "A" Curb	51-100+	LF	\$ 70.73
97	Type "B" Curb	1-20	LF	\$ 136.62
98	Type "B" Curb	26-50	LF	\$ 70.73
99	Type "B" Curb	51-100+	LF	\$ 70.73
100	Type "D" Curb	1-25	LF	\$ 109.29
101	Type "D" Curb	26-50	LF	\$ 70.73
102	Type "D" Curb	51-100+	LF	\$ 70.73
103	Type "E" Curb	1-25	LF	\$ 109.29
104	Type "E" Curb	26-50	LF	\$ 70.73
105	Type "E" Curb	51-100+	LF	\$ 70.73
106	Type "F" Curb	1-25	LF	\$ 109.29
107	Type "F" Curb	26-50	LF	\$ 70.73
108	Type "F" Curb	51-100+	LF	\$ 70.73
109	Valley Gutter	1-25	LF	\$ 136.62
110	Valley Gutter	26-50	LF	\$ 88.44
111	Valley Gutter	51-100+	LF	\$ 88.44
112	Traffic Separator - (4')	1-25	LF	\$ 136.62
113	Traffic Separator - (4')	26-50	LF	\$ 88.44
114	Traffic Separator - (4')	51-100+	LF	\$ 88.44
115	Traffic Separator - (6')	1-25	LF	\$ 163.90
116	Traffic Separator - (6')	26-50	LF	\$ 106.10
117	Traffic Separator - (6')	51-100+	LF	\$ 91.74
118	Traffic Separator - (width varies)	1-25	SY	\$ 160.88
119	Traffic Separator - (width varies)	26-50	SY	\$ 141.46
120	Traffic Separator - (width varies)	51-100+	SY	\$ 122.27
121	Concrete Sidewalk - (4" thickness)	1-100	SY	\$ 97.79
122	Concrete Sidewalk - (4" thickness)	101-250	SY	\$ 97.79
123	Concrete Sidewalk - (4" thickness)	251-500+	SY	\$ 77.28
124	Concrete Sidewalk - (6" thickness)	1-100	SY	\$ 129.86
125	Concrete Sidewalk - (6" thickness)	101-250	SY	\$ 101.48
126	Concrete Sidewalk - (6" thickness)	251-500+	SY	\$ 101.48
127	Concrete Sidewalk - (6" Thickness)	1-100	SY	\$ 129.86
128	Concrete Sidewalk - (6" Thickness)	101-250	SY	\$ 101.48
129	Concrete Sidewalk - (6" Thickness)	251+	SY	\$ 101.04
130	Detectable Warning Surfaces (Inset)	1-50	SF	\$ 35.26
131	Detectable Warning Surfaces (Inset)	51-100	SF	\$ 35.26
132	Detectable Warning Surfaces (Inset)	101+	SF	\$ 35.26
133	Detectable Warning Surfaces (Screwdown Retro-Fit)	1-50	SF	\$ 38.28

134	Detectable Warning Surfaces (Screwdown Retro-Fit)	51-100	SF	\$ 38.28
135	Detectable Warning Surfaces (Screwdown Retro-Fit)	101+	SF	\$ 38.28
136	Sodding (Bahia)	1-200	SY	\$ 9.90
137	Sodding (Bahia)	201-500	SY	\$ 8.80
138	Sodding (Bahia)	501+	SY	\$ 5.50
139	Sodding (Floritam)	1-200	SY	\$ 12.10
140	Sodding (Floritam)	201-500	SY	\$ 11.00
141	Sodding (Floritam)	501+	SY	\$ 7.70
142	Loop Assembly, F&I - Type B	1	AS	\$ 5,720.00

Pavement Markings

143	Install Sign (single post)	1-5	EA	\$ 759.00
144	Install Sign (single post)	6-15	EA	\$ 695.75
145	Install Sign (single post)	16-30+	EA	\$ 670.45
146	Install Sign (multi-post)	1-5	EA	\$ 1,518.00
147	Install Sign (multi-post)	6-15	EA	\$ 1,391.50
148	Install Sign (multi- post)	16-30+	EA	\$ 1,239.70
149	Reflective Pavement Markers (RPM's)	1-20	EA	\$ 10.35
150	Reflective Pavement Markings (RPM's)	21-60	EA	\$ 6.90
151	Reflective Pavement Markers (RPM's)	61-100+	EA	\$ 5.75
152	6" Solid Traffic Stripe (paint) (white)	1-200	LF	\$ 1.84
153	6" Solid Traffic Stripe (paint) (white)	201-500	LF	\$ 1.38
154	6" Solid Traffic Stripe (paint) (white)	501-1000+	LF	\$ 0.81
155	6" Solid Traffic Stripe (paint) (yellow)	1-200	LF	\$ 1.84
156	6" Solid Traffic Stripe (paint) (yellow)	201-500	LF	\$ 1.38
157	6" Solid Traffic Stripe (paint) (yellow)	501-1000+	LF	\$ 0.81
158	12" Solid Traffic Stripe (paint)	1-25	LF	\$ 5.75
159	12" Solid Traffic Stripe (paint)	26-50	LF	\$ 5.18
160	12" Solid Traffic Stripe (paint)	51-100+	LF	\$ 4.60
161	18" Solid Traffic Stripe (paint)	1-25	LF	\$ 5.98
162	18" Solid Traffic Stripe (paint)	26-50	LF	\$ 5.18
163	18" Solid Traffic Stripe (paint)	51-100+	LF	\$ 4.83
164	24" Solid Traffic Stripe (paint)	1-25	LF	\$ 11.50
165	24" Solid Traffic Stripe (paint)	26-50	LF	\$ 10.35
166	24" Solid Traffic Stripe (paint)	51-100+	LF	\$ 9.20
167	6" Skip Traffic Stripe (paint)	1-200	LF	\$ 2.88
168	6" Skip Traffic Stripe (paint)	201-500	LF	\$ 2.30
169	6" Skip Traffic Stripe (paint)	501-1000+	LF	\$ 1.73
170	6" Dotted Guide Lines (paint)	1-50	LF	\$ 2.88
171	6" Dotted Guide Lines (paint)	51-100	LF	\$ 2.30
172	6" Dotted Guide Lines (paint)	101-150+	LF	\$ 1.73
173	Directional Arrows (Paint)	1-10	EA	\$ 46.00
174	Directional Arrows (Paint)	11-50	EA	\$ 34.50
175	Directional Arrows (Paint)	51+	EA	\$ 28.75
176	Pavement Messages (Paint)	1-10	EA	\$ 69.00
177	Pavement Messages (Paint)	11-50	EA	\$ 57.50
178	Pavement Messages (Paint)	51+	EA	\$ 40.25
179	8" Solid Traffic Stripe (Paint)	1-200	LF	\$ 3.45

180	8" Solid Traffic Stripe (Paint)	201-500	LF	\$ 2.30
181	8" Solid Traffic Stripe (Paint)	501-1000+	LF	\$ 1.73
182	6" Solid Stripe/Extru. Thermo (white)	1-200	LF	\$ 3.34
183	6" Solid Stripe/Extru. Thermo (white)	201-500	LF	\$ 2.88
184	6" Solid Stripe/Extru. Thermo (white)	501-1000+	LF	\$ 2.30
185	6" Solid Stripe/Extru. Thermo (yellow)	1-200	LF	\$ 3.34
186	6" Solid Stripe/Extru. Thermo (yellow)	201-500	LF	\$ 2.88
187	6" Solid Stripe/Extru. Thermo (yellow)	501-1000+	LF	\$ 2.30
188	12" Solid Traffic Stripe/Extru. Thermo	1-25	LF	\$ 8.05
189	12" Solid Traffic Stripe/Extru. Thermo	26-50	LF	\$ 6.90
190	12" Solid Traffic Stripe/Extru. Thermo	51-100+	LF	\$ 5.75
191	18" Solid Traffic Stripe/Extru. Thermo	1-25	LF	\$ 8.63
192	18" Solid Traffic Stripe/Extru. Thermo	26-50	LF	\$ 7.48
193	18" Solid Traffic Stripe/Extru. Thermo	51-100+	LF	\$ 6.33
194	24" Solid Traffic Stripe/Extru. Thermo	1-25	LF	\$ 16.10
195	24" Solid Traffic Stripe/Extru. Thermo	26-50	LF	\$ 13.80
196	24" Solid Traffic Stripe/Extru. Thermo	51-100+	LF	\$ 11.50
197	6" Skip Traffic Stripe/Extru. Thermo	1-200	LF	\$ 2.88
198	6" Skip Traffic Stripe/Extru. Thermo	201-500	LF	\$ 2.59
199	6" Skip Traffic Stripe/Extru. Thermo	501-1000+	LF	\$ 2.30
200	6" Dotted Guide Lines/Extru. Thermo	1-50	LF	\$ 2.88
201	6" Dotted Guide Lines/Extru. Thermo.	51-100	LF	\$ 2.59
202	6" Dotted Guide Lines/Extru. Thermo.	101-150+	LF	\$ 2.30
203	Directional Arrows / Extru. Thermo.	1	EA	\$ 86.25
204	Preformed Symbol	1	EA	\$ 345.00
205	Pavement Messages / Extru. Thermo.	1	EA	\$ 207.00
206	8" Solid Traffic Stripe / Extru. Thermo	1-200	LF	\$ 4.03
207	8" Solid Traffic Stripe / Extru. Thermo	201-500	LF	\$ 2.88
208	8" Solid Traffic Stripe / Extru. Thermo	501-1000+	LF	\$ 2.30
209	Remove Ex. Pavement Markings(paint)	1-100	SF	\$ 3.45
210	Remove Ex. Pavement Markings(paint)	101-300	SF	\$ 2.88
211	Remove Ex. Pavement Markings(paint)	301-500+	SF	\$ 2.59
212	Rem. Ex. Pavement Markings(thermo)	1-100	SF	\$ 4.60
213	Rem. Ex. Pavement Markings(thermo)	101-300	SF	\$ 4.31
214	Rem. Ex. Pavement Markings(thermo)	301-500+	SF	\$ 4.03
TOTAL BID AMOUNT OF ITEMS 5 to 214 ABOVE				\$122,409.03
Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
HOT-IN-PLACE (With Virgin Top Course) Asphalt Recycling				
215	Asphalt Recycling	1 - 10,000	SY	NB
216	Asphalt Recycling	10,001 - 50,000	SY	NB
217	Asphalt Recycling	50,001+	SY	NB
218	Recycling Agent	1 - 10,000	GAL	NB
219	Recycling Agent	10,001 - 50,000	GAL	NB
220	Recycling Agent	50,001+	GAL	NB
HOT-IN-PLACE (100%) Asphalt Recycling				
221	Base Course HIPR	1 - 10,000	SY	NB

222	Base Course HIPR	10,001 - 50,000	SY	NB
223	Base Course HIPR	50,001+	SY	NB
224	2" Complete HIPR	1 - 10,000	SY	NB
225	2" Complete HIPR	10,001 - 50,000	SY	NB
226	2" Complete HIPR	50,001+	SY	NB
227	Asphalt Recycling Agent	1 - 10,000	SY	NB
228	Asphalt Recycling Agent	10,001 - 50,000	SY	NB
229	Asphalt Recycling Agent	50,001+	SY	NB

TOTAL BID AMOUNT OF ITEMS 215 to 229 ABOVE \$ -

Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
Specialty Paving Methods				
1	Mobilization	1	%	5%
2	Night Work Mobilization	1	%	10%
3	Maintenance of Traffic	1	%	5%
4	Maintenance of Traffic Nightwork	1	%	10%
S-1	Rut Fill / Scratch Course (Micro)	1-50	TN	\$ 355.00
S-2	Rut Fill / Scratch Course (Micro)	51-100	TN	\$ 305.00
S-3	Rut Fill / Scratch Course (Micro)	101+	TN	\$ 260.00
S-4	Single Micro Surface 20-24 lbs	1-10,000	SY	\$ 4.40
S-5	Single Micro Surface 20-24 lbs	10,001 - 50,000	SY	\$ 3.65
S-6	Single Micro Surface 20-24 lbs	50,001+	SY	\$ 3.05
S-7	Double Micro Surface 30-34 lbs	1-10,000	SY	\$ 5.75
S-8	Double Micro Surface 30-34 lbs	10,001 - 50,000	SY	\$ 4.95
S-9	Double Micro Surface 30-34 lbs	50,001+	SY	\$ 4.65

TOTAL BID AMOUNT OF ITEMS S-1 to S-9 ABOVE \$ 946.45

Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	5%
2	Night Work Mobilization	1	%	10%
3	Maintenance of Traffic	1	%	5%
4	Maintenance of Traffic Nightwork	1	%	10%
S-10	Single Chip Seal -#89 Granite	1-10,000	SY	\$ 5.55
S-11	Single Chip Seal -#89 Granite	10,001 - 50,000	SY	\$ 3.30
S-12	Single Chip Seal -#89 Granite	50,001+	SY	\$ 3.05
S-13	Double Chip Seal -#57 w #89 Granite	1-10,000	SY	\$ 6.75
S-14	Double Chip Seal -#57 w #89 Granite	10,001 - 50,000	SY	\$ 5.10
S-15	Double Chip Seal -#57 w #89 Granite	50,001+	SY	\$ 4.65

TOTAL BID AMOUNT OF ITEMS S-10 to S-15 ABOVE \$ 28.40

Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	5%
2	Night Work Mobilization	1	%	10%
3	Maintenance of Traffic	1	%	5%
4	Maintenance of Traffic Nightwork	1	%	10%
S-16	Full Depth Reclamation /6"-9"	1-10,000	SY	\$ 13.25
S-17	Full Depth Reclamation /6"-9"	10,001 - 50,000	SY	\$ 7.65
S-18	Full Depth Reclamation /6"-9"	50,001+	SY	\$ 7.10

S-19	Full Depth Reclamation 9"-12"	1-10,000	SY	\$ 13.75
S-20	Full Depth Reclamation 9"-12"	10,001 - 50,000	SY	\$ 8.25
S-21	Full Depth Reclamation 9"-12"	50,001+	SY	\$ 7.90
S-22	Cement for Reclamation	1	TN	\$ 190.00
S-23	Emulsion for Reclamation	1	Gal	\$ 2.85
S-24	Reclaimed Asphalt Paving (RAP)	1-10,000	SY	\$ 18.00
S-25	Reclaimed Asphalt Paving (RAP)	10,001 - 50,000	SY	\$ 15.00
S-26	Reclaimed Asphalt Paving (RAP)	50,001+	SY	\$ 13.00
TOTAL BID AMOUNT OF ITEMS S-16 to S-26 ABOVE				\$ 296.75

Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	5%
2	Night Work Mobilization	1	%	10%
3	Maintenance of Traffic	1	%	5%
4	Maintenance of Traffic Nightwork	1	%	10%
S-27	Fog Seal	1- 10,000	SY	\$ 1.10
S-28	Fog Seal	10,001- 50,000	SY	\$ 0.85
S-29	Fog Seal	50,000+	SY	\$ 0.80
TOTAL BID AMOUNT OF ITEMS S-27 to S-29 ABOVE				\$ 2.75

Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	5%
2	Night Work Mobilization	1	%	10%
3	Maintenance of Traffic	1	%	5%
4	Maintenance of Traffic Nightwork	1	%	10%
S-30	Cape Seal	1- 10,000	SY	\$ 11.30
S-31	Cape Seal	10,001- 50,000	SY	\$ 8.25
S-32	Cape Seal	50,000+	SY	\$ 7.70
TOTAL BID AMOUNT OF ITEMS S-30 to S-32 ABOVE				\$ 27.25

Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	5%
2	Night Work Mobilization	1	%	10%
3	Maintenance of Traffic	1	%	5%
4	Maintenance of Traffic Nightwork	1	%	10%
S-33	In-Place Recycling-Reconstrction	1- 10,000	SY	\$ 24.55
S-34	In-Place Recycling-Reconstrction	10,001- 50,000	SY	\$ 20.70
S-35	In-Place Recycling-Reconstrction	50,000+	SY	\$ 19.50
TOTAL BID AMOUNT OF ITEMS S-33 to S-35 ABOVE				\$ 64.75

Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	5%
2	Night Work Mobilization	1	%	10%
3	Maintenance of Traffic	1	%	5%
4	Maintenance of Traffic Nightwork	1	%	10%
S-36	Crack Filling/Sealing	1-500	GAL	\$ 35.00
S-37	Crack Filling/Sealing	501 - 1000	GAL	\$ 33.00
S-38	Crack Filling/Sealing	1,001+	GAL	\$ 30.00

TOTAL BID AMOUNT OF ITEMS S-36 to S-38 ABOVE				\$ 98.00
Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	NB
2	Night Work Mobilization	1	%	NB
3	Maintenance of Traffic	1	%	NB
4	Maintenance of Traffic Nightwork	1	%	NB
S-39	Asphalt Rejuvenator	1-50,000	SY	NB
S-40	Asphalt Rejuvenator	50,001 - 100,000	SY	NB
S-41	Asphalt Rejuvenator	100,001+	SY	NB
TOTAL BID AMOUNT OF ITEMS S-39 to S-41 ABOVE				\$ -
Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	NB
2	Night Work Mobilization	1	%	NB
3	Maintenance of Traffic	1	%	NB
4	Maintenance of Traffic Nightwork	1	%	NB
S-42	Speed Hump W/ Curbing	1-50	FT	NB
S-43	Speed Hump W/ Curbing	51-100	FT	NB
S-44	Speed Hump W/ Curbing	101+	FT	NB
S-45	Speed Hump No Curbing	1-50	FT	NB
S-46	Speed Hump No Curbing	51-100	FT	NB
S-47	Speed Hump No Curbing	101+	FT	NB
TOTAL BID AMOUNT OF ITEMS S-42 to S-47 ABOVE				\$ -
Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	5%
2	Night Work Mobilization	1	%	10%
3	Maintenance of Traffic	1	%	5%
4	Maintenance of Traffic Nightwork	1	%	10%
S-48	Slurry Seal	1-10,000	SY	\$ 6.00
S-49	Slurry Seal	10,001 - 50,000	SY	\$ 5.10
S-50	Slurry Seal	50,001+	SY	\$ 4.65
TOTAL BID AMOUNT OF ITEMS S-48 to S-50 ABOVE				\$ 15.75

****Quantities are not guaranteed. Final payment will be based on actual quantities.**

NAME OF CONTRACTOR: _Asphalt Paving Systems, Inc._

BIDDER'S PERSONNEL LIST

MANAGER/SUPERINTENDENT: (For each individual listed, indicate the total years employed by bidder & in this field.)

EMPLOYEE/WORK CREW:

Attach additional pages if necessary to include all personnel.

(PLEASE SEE ATTACHED)

Attachment E

BIDDER'S EQUIPMENT LIST

ITEM	MODEL/YEAR	MANUFACTURER
1.		
Owned by Bidder:	OR Leased from:	
2.		
Owned by Bidder:	OR Leased from:	
3.		
Owned by Bidder:	OR Leased from:	
4.		
Owned by Bidder:	OR Leased from:	
5.		
Owned by Bidder:	OR Leased from:	
6.		
Owned by Bidder:	OR Leased from:	
7.		
Owned by Bidder:	OR Leased from:	
8.		
Owned by Bidder:	OR Leased from:	
9.		
Owned by Bidder:	OR Leased from:	
10.		
Owned by Bidder:	OR Leased from:	
11.		
Owned by Bidder:	OR Leased from:	
12.		
Owned by Bidder:	OR Leased from:	

Attach additional pages if necessary to include all equipment

(PLEASE SEE ATTACHED)

Attachment F

BIDDER'S PREVIOUS EXPERIENCE LIST

The Bidder shall indicate at least five (5) recent Agreements of a non-residential nature, completed or in progress by the Bidder, including, but not limited to, any previous experience similar in size and scope to the Scope of Work indicated in this Invitation to Bid. ***Do not include projects completed or currently underway with the City of Kissimmee.***

Company/Entity Name	
Contact Name & Title	
Address	
Phone Number / E-mail	
Name and Scope of Contract	
Date of Contract	
Dollar Amount of Contract	\$

Company/Entity Name	
Contact Name & Title	
Address	
Phone Number / E-mail	
Name and Scope of Contract	
Date of Contract	
Dollar Amount of Contract	\$

Company/Entity Name	
Contact Name & Title	
Address	
Phone Number / E-mail	
Name and Scope of Contract	
Date of Contract	
Dollar Amount of Contract	\$

Company/Entity Name	
Contact Name & Title	
Address	
Phone Number / E-mail	
Name and Scope of Contract	
Date of Contract	
Dollar Amount of Contract	\$

Company/Entity Name	
Contact Name & Title	
Address	
Phone Number / E-mail	
Name and Scope of Contract	
Date of Contract	
Dollar Amount of Contract	\$

Company/Entity Name	
Contact Name & Title	
Address	
Phone Number / E-mail	
Name and Scope of Contract	
Date of Contract	
Dollar Amount of Contract	\$

Company/Entity Name	
Contact Name & Title	
Address	
Phone Number / E-mail	
Name and Scope of Contract	
Date of Contract	
Dollar Amount of Contract	\$

Company/Entity Name	
Contact Name & Title	
Address	
Phone Number / E-mail	
Name and Scope of Contract	
Date of Contract	
Dollar Amount of Contract	\$

Company/Entity Name	
Contact Name & Title	
Address	
Phone Number / E-mail	
Name and Scope of Contract	
Date of Contract	
Dollar Amount of Contract	\$

Attachment G

NOTICE

IFB2022-002

If for some reason you are not participating in this solicitation, PLEASE complete the following and return to:

City of Kissimmee
Finance Department 4th Floor
Attn: Purchasing Division
101 Church Street
Kissimmee, FL 34741

DO NOT return the solicitation package. Failure to respond may result in removal of your firm from our current vendor file.

Company Name: _____

Address: _____

Phone Number: (____) _____

Fax Number: (____) _____

Continue on Vendor List: _____ Yes _____ No
____ Large Business ____ Small Business ____ Minority Owned

Reason for no response to the solicitation:

____ Cannot supply at this time

____ Suitable, but engaged in other work

____ Quantity too small

____ Cannot meet required minimum

____ Opening date does not allow sufficient time to complete

____ Equivalent not presently available

____ Other reasons or remarks: _____

Signature

Attachment H

IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than 5 days after such conviction.
- 5) Impose a sanction on or require 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.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Vendor's Signature Robert Capoferri, President

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

McKee Risk Management, Inc.
610 Freedom Business Center Drive, Suite 300
King of Prussia, PA 19406-1329

CONTACT NAME: Joseph J. Meola, CIC, CRM

PHONE (A/C, No, Ext): 609 561-4161

FAX (A/C, No): 609 567-2824

E-MAIL ADDRESS: cmoresco@mckeerisk.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Starr Indemnity & Liability Company

38318

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Asphalt Paving Systems Inc.
500 N. Egg Harbor Road
P O Box 530
Hammononton, NJ 08037

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X	1000025864221	04/01/2022	04/01/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY		1000008480221	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☐ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$		1000586980221	04/01/2022	04/01/2023	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	1000004574	04/01/2022	04/01/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SAMPLE

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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9021 Wire Rd • Zephyrhills, FL 33540
Phone (813) 788-0010 • Fax (813) 788-0020

EQUIPMENT LIST

<u>Quantity</u>	<u>Make</u>	<u>Year</u>	<u>Model</u>	<u>Description</u>
2	Wirtgen	2019	CR3800	Road Profiler / Recycler
2	Wirtgen	2018	210-I	Road Profiler / Recycler
6	Wirtgen	2018	WR250	Reclaimer/Recycler
1	Wirtgen	2017	2000	Cold Planer
2	Wirtgen	2018	150	Cold Planer
1	Caterpillar	2016	D5	Dozer
7	Caterpillar	2017	12M	Grader
6	Caterpillar	2018	14M	Grader
1	Caterpillar	2017	95G	Rubber Tire Loader
3	Caterpillar	2008	938G	Rubber Tire Loader
2	Caterpillar	2010	936F	Rubber Tire Loader
1	Caterpillar	2013	325BL	Hydraulic Excavator
7	Caterpillar	2018	420F	Backhoe
2	Caterpillar	2017	415F	Backhoe
2	Caterpillar	2015	655	Paver
6	Caterpillar	2013	1055	Paver
1	Caterpillar	2016	534	Asphalt Roller
1	Ingersoll Rand	1999	DD90	Asphalt Roller
1	Caterpillar	2016	214C	Asphalt Roller
2	Caterpillar	2016	224C	Asphalt Roller
1	Ingersoll Rand	2009	DD110	Asphalt Roller
3	Caterpillar	2014	CB-64	Roller
8	Caterpillar	2012	534XW	Roller
7	Caterpillar	2007	563C	Roller
1	Caterpillar	2012	433C	Roller
2	Etnyre	2016		Distributor
8	Etnyre	2016		Distributor
10	Western Star	2019	9500	Triaxle Dump Truck
1	Western Star	2019	9500	Triaxle Dump Truck
1	Western Star	2019	9500	Tandem Dump Truck
2	Western Star	2019	9500	Tractor
2	Western Star	2019	9500	Tractor
2	Western Star	2019	9500	Tractor
3	Western Star	2019	9500	Water Truck
5	Western Star	2019	9500	Lowbed Trailer
6				Emulsion Tanker
2	East			Dump Trailer
1	Athey	2014	2TE4DHL	Sweeper
2	Caterpillar	2018	853C	Cold Planer
4	Caterpillar	2003	PS180	Rubber Tire Roller
1	Dynapac	2016	CP271	Rubber Tire Roller
8	Caterpillar	2012	PS360	Rubber Tire Roller
5	Ford	2013-2018	F-9000	Cement Truck
2	Weilert	2016	E-1250	Transfer Vehicle

Additional Equipment Provided Upon Request



9021 Wire Rd • Zephyrhills, FL 33540
Phone (813) 788-0010 • Fax (813) 788-0020

Equipment List

<u>Quantity</u>	<u>Make</u>	<u>Year</u>	<u>Model</u>	<u>Description</u>
9	Bergkamp	2017-2018	M-310	Paver
8	Bergkamp	2017	M-1	Mobil Mix Paver
6	Bergkamp	2018	M-1	Mobil Mix Paver
3	Bergkamp	2018	M-1	Mobil Mix Paver
4	Bergkamp	2020	M-1	Paver
4	Bergkamp	2004	L-9000	Mobile Support
12	(13 CY)	2010	L-9000	Trucks
2	Bergkamp	2008	L-9000	Mobile Support
	(21 CY)		L-9000	Trailers
19	Ford	2015-2019	F450	Stake Body
28	Ford	2014-2019	F450	Utility Body
12	Ford	2014-2019	F450	Crew Cabs
4	Athey Mobil	2015		Broom
9	CAT	2015	PS-130	Rubber Tire Roller
6	CAT	2011-2016	PS-360	Rubber Tire Roller
8	CAT	2014	936g	Wheel Loader
13	CAT	2014-2108	938m	Loader
1	CAT	2019	938m	Loader
2	CAT	2018	926g	Loader
16	Etnyre	2016	Series 6000	Bulk Tanker
12	Fruehauf	1992	6000 gal	Bulk Tanker
14	Heil	1991	6500	Bulk Tanker
16	Etnyre	1990	6000	Bulk Tanker
4	Etnyre	2018	Centenial	Oil Distributor
			(2000)	
6	Etnyre	2018-2020	Black Topper	Oil Distributor
			(2000)	
5	Etnyre	2014	Black Topper	Oil Distributor
			(2000)	
5	Etnyre	2015-2020	Black Topper	Oil Distributor
			(4000)	
1	Etnyre	2017	Model 4WD	Chipper (10-20')
3	Etnyre	2017	Model 4WD	Chipper (11-22')

Additional Equipment Provided Upon Request

Experience of Key Individuals

Asphalt Paving Systems, Inc. – Experience of Key Individuals

Individual's Name	Title	Exp.
Robert Capoferri	CEO	31
Kenneth Messina	Operations Manager	26
Robert Bevilacqua	Project Manager	32
Dave Gannon	Project Manager	28
Thomas Donald	Regional Manager	29
Dennis Williams	Superintendent	22
Leon Rubba	Equipment Operator	11
Jeff Daunoras	Equipment Operator	26
Jay Jewett	Foreman	18
Mike Mobley	Laborer	8
Kenny Cooper	Foreman	10

State of Florida

Department of State

I certify from the records of this office that ASPHALT PAVING SYSTEMS, INC. is a New Jersey corporation authorized to transact business in the State of Florida, qualified on December 4, 2009.

The document number of this corporation is F09000004816.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on January 20, 2022, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twentieth day of January,
2022*



Randy Be
Secretary of State

Tracking Number: 6541290385CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



Contractor Pre-Qualification (CPQ)



Prequalified Contractors Listing

7/21/2021 8:08:58 AM EST

[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. F223787755010 EXPIRES: 6/30/2022	PO BOX 530 HAMMONTON, NJ 08037-0530 (609)561-4161	9021 WIRE ROAD ZEPHYRHILLS, FL 33540 (813)788-0010
WORK CLASSES		
DRAINAGE	FLEXIBLE PAVING	
GRADING	HOT PLANT-MIXED BITUM. COURSES	
* JOINT AND CRACK SEALING		



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](#)



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.

Print or type.
See Specific Instructions on page 3.

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.

Requester's name and address (optional)

P.O. Box 530

6 City, state, and ZIP code

Hammonton, NJ 08037

7 List account number(s) here (optional)

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 - 3 7 8 7 7 5 5

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 ► **2.23.2022**

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.

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

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

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/CAPE SEAL |
| | 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/CAPE 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

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

**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 <employer_name> (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.

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

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

(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

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.

- 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

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

- 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

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

Company ID Number: 1215880

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.

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,

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) Michelle Donio	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 Hammononton, NJ 08037
Company Alternate Address	P.O. Box 530 Hammononton, 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@asphaltpavingqsystems.com

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



Company ID Number: 1215880

This list represents the first 20 Program Administrators listed for this company.

EXHIBIT "C"



**CITY OF KISSIMMEE
PUBLIC WORKS & ENGINEERING
WORK ORDER FORM**

Work Order #:

Purchase Order#:

DATE:

Per the terms, conditions, and specifications of the City of Kissimmee purchasing policies and procedures, this work order is issued to _____ with the following described work as agreed upon and are hereby accepted and incorporated:

DESCRIPTION OF ASSIGNMENT:

FORM OF COMPLETED DELIVERABLES:

BASIS OF PAYMENT: Services shall be made on the basis of _____ method in accordance with the Scope of Services, the total not to exceed _____ without further authorization from the City of Kissimmee.

ESTIMATED DATE OF COMPLETION: This assignment shall be completed by _____ from the receipt of the official Notice to Proceed from the City.

TASK

FEE

1)	
2)	
3)	
4)	
5)	
6)	
7)	
	\$ -

Contract Dollars: \$0.00

NET Dollars for this Work Order/Addendum (Addition/Subtraction): \$0.00

CONTRACT TOTAL DOLLARS: \$0.00

Accepted By: _____
(Signature)

Requested By: _____
(Signature)

Title/Position: _____

Approved By: _____
(Signature)

Title/Position: _____

City Commission Approval Date: _____

Approved By: _____
(Signature)

Title/Position: _____