

**PIGGYBACK AGREEMENT
PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 4.3**

Piggyback Contract Information

Contract Name/Description: **Alternative Paving Methods**

Lead Contracting Agency: **Lee County**

Solicitation No.: **B170265/ANB**

Contract No.: **7804**

Vendor/Awardee: **Asphalt Paving Systems, Inc.**

Award/Contract Date: **September 5, 2017**

Term: **September 5, 2017 through September 4, 2018, and may be renewed for three (3) additional one (1) year periods upon mutual written agreement**

Renewed on 7/13/2018 for the period of 9/5/18 through 9/4/2019

THIS AGREEMENT, made and entered into by and between **NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS**, hereinafter called the "County" and the Vendor, referenced above.

WHEREAS, upon completion of a formal competitive solicitation and selection process, the Lead Contracting Agency entered into an agreement, hereinafter referred to as "Piggyback Agreement", with Vendor to provide goods and services; and

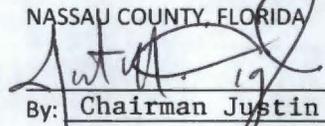
WHEREAS, the Nassau County Purchasing Policy, Ordinance 2009-09, allows piggybacking for the same commodity or service; and

WHEREAS, the parties desire to contract with Vendor under the terms of the Piggyback Agreement;

NOW, THEREFORE, the parties agree as follows:

1. The Vendor shall honor for Nassau County the same prices under the same terms and conditions as indicated in the Piggyback Agreement, attached hereto as Attachment "A" and incorporated by reference as if fully set forth herein. Additional terms or conditions whether submitted purposely or inadvertently, shall have no force or effect.
2. Notwithstanding any other provision of the piggyback contract to the contrary:
 - a. The term of this agreement shall be from the date of execution and ending September 4, 2019, with the option for two (2) one (1) year renewal periods.
 - b. All reference to Lee County shall be Nassau County, Florida

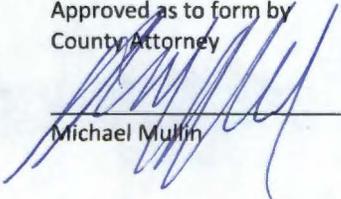
BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA


 By: Chairman Justin Taylor
 Its: Chair (or designee)
 Date: January 16, 2019

ATTEST TO CHAIR'S SIGNATURE (if applicable)

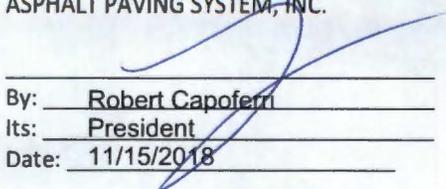

 John A. Crawford, Ex-Officio Clerk

Approved as to form by
 County Attorney


 Michael Mullin

**MES
01-24-19**

ASPHALT PAVING SYSTEM, INC.


 By: Robert Capoferri
 Its: President
 Date: 11/15/2018

ATTACHMENT A

ASPHALT PAVING SYSTEM

Piggyback Agreement off of Lee County

Contract No. 7804

Bid/Solicitation No. B170265/ANB

Contract # 7804

**AGREEMENT FOR
ALTERNATIVE PAVING METHODS**

**EXECUTED
 COPY**

THIS AGREEMENT FOR ONGOING ALTERNATIVE PAVING PROJECTS ("Agreement") is made and entered into as of the date of execution by both parties, by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Asphalt Paving Systems, Inc., a New Jersey corporation authorized to do business in the State of Florida, whose address is 9021 Wire Road, Zephyrhills, FL 33540, and whose Federal tax identification number is 22-3787755, hereinafter referred to as "Contractor".

WITNESSETH

WHEREAS, the County intends to purchase construction services related to Alternative Paving Methods from the Contractor for specific projects as determined by the County (the "Purchase"); and,

WHEREAS, the County issued a solicitation, B170265/ANB on April 7, 2017; and,

WHEREAS, the County evaluated the responses received and found the Contractor qualified to provide the necessary products and services; and,

WHEREAS, the County posted a Notice of Intended Decision Bid Action on June 6, 2017; and,

WHEREAS, the Contractor is one of a pool of firms approved to provide products and services for the Purchase, the County shall award projects as needed, and the Contractor understands and agrees that no work is guaranteed under this Agreement; and,

WHEREAS, the Contractor has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms.

NOW, THEREFORE, the County and the Contractor, in consideration of the mutual covenants contained herein, do agree as follows:

I. PRODUCTS AND SERVICES

- A. The Contractor agrees to diligently provide all products and services for the Purchase in accordance with the Scope of Services made part of this Agreement as Exhibit A, attached hereto and incorporated herein. Contractor shall comply strictly with all of the terms and conditions of B170265/ANB, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.

II. TERM AND DELIVERY

- A. This Agreement shall commence immediately upon execution by both the County and the Contractor, and shall continue for a period of one (1) year on an "as needed" basis. The Agreement may be renewed for up to three (3) additional one (1) year periods upon mutual written agreement of the County and the Contractor.
- B. A Purchase Order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.
- C. Products and services must be delivered in accordance with Supplemental Task Authorizations and Change Orders. The schedule must commence on the date of the purchase order.

III. COMPENSATION AND PAYMENT

- A. The County must pay the Contractor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Contractor's submittal in response to B170265/ANB, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Contractor must not make any deliveries or perform any work under this Agreement until receipt of a purchase order from the County. Contractor acknowledges and agrees that no minimum order or amount of product or work is guaranteed under this Agreement and County may elect to issue no purchase orders. If a purchase order is issued, the County reserves the right to amend, reduce, or cancel the purchase order in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of nonappropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Contractor on fifteen (15) days' prior written notice, but failure to give such notice will be of no effect and the County will not be obligated under this Agreement beyond the date of termination.

IV. METHOD OF PAYMENT

- A. The County must pay the Contractor in accordance with the Local Government Prompt Payment Act, §218.70, et seq. F.S., as amended from time to time, upon receipt of the Contractor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.
- B. The Contractor must submit an invoice for payment to the address indicated on the purchase order on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B) that were provided during that invoicing period.
- C. For partial shipments or deliveries, progress payments must be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

V. ADDITIONAL PURCHASES

- A. No changes to this Agreement or the performance contemplated hereunder will be made unless the same are in writing and signed by both the Contractor and the County.
- B. If the County requires the Contractor to perform additional services or provide additional product(s) related to this Agreement, then the Contractor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation must be agreed upon before commencement of any additional services or provision of additional product(s) and must be incorporated into this Agreement by written amendment. The County will not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor will not be entitled to additional compensation.

VI. LIABILITY OF CONTRACTOR

- A. The Contractor will indemnify and hold harmless Lee County Government from liabilities, damages, losses, and costs, including but not limited to attorney's reasonable fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Agreement.

B. This section shall survive the termination or expiration of this Agreement.

VII. CONTRACTOR'S INSURANCE

- A. Contractor must procure and maintain insurance as specified in Exhibit C, Insurance Requirements, attached hereto and made a part of this Agreement.
- B. Contractor must, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Contractor, are not intended to and must not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of B+ Class VII or better. No changes are to be made to these specifications without prior written specific approval by County Risk Management.

VIII. PERFORMANCE AND PAYMENT BOND(S)

The Contractor must procure performance and payment bond(s) in accordance with Exhibit D.

IX. RESPONSIBILITIES OF THE CONTRACTOR

- A. The Contractor must be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Contractor under this Agreement. The Contractor must, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Contractor must comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and must not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

D. Contractor specifically acknowledges its obligations to comply with §119.0701, F.S., as amended from time to time, with regard to public records, and must:

- 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
- 2) upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law;
- 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- 4) meet all requirements for retaining public records and transfer, at no cost to the County, 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 County in a format that is compatible with the information technology system of the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901; publicrecords@leegov.com; <http://www.leegov.com/publicrecords>.

E. The Contractor is, and will be, in the performance of all work, services and activities under this Agreement, an independent contractor. Contractor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement will be at all times, and in all places, subject to the Contractor's sole direction, supervision and control. The Contractor must exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County will be that of an independent contractor and not as employees of the County. The

Contractor will be solely responsible for providing benefits and insurance to its employees.

X. OWNERSHIP OF PRODUCTS

It is understood and agreed that all products provided under this Agreement will become the property of the County upon acceptance by the County.

XI. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

- A. The Contractor must ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Contractor to perform the services pursuant to this Agreement must comply with the terms set forth in this Agreement.
- C. The Contractor specifically agrees that all products must be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" is deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

XII. COMPLIANCE WITH APPLICABLE LAW

This Agreement will be governed by the laws of the State of Florida. Contractor must promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Contractor must conduct no activity or provide any service that is unlawful or offensive.

XIII. TERMINATION

- A. The County shall have the right at any time upon fifteen (15) days' written notice to the Contractor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County will be responsible to Contractor only for fees and compensation earned by the Contractor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Contractor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Contractor must stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or sub-contracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all

Contractors and subcontracts; and settle all outstanding liabilities and claims.

- C. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Contractor's obligations under this Agreement.

XIV. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- E. Unless otherwise agreed in writing, the Contractor will be required to continue all obligations under this Agreement during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

XV. STOP WORK ORDER

The County may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Agreement. Any order must be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Contractor. Upon receipt of such an order, the Contractor must immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Contractor must not resume work unless specifically so directed in writing by the County. The County may take one of the following actions:

1. Cancel the stop work order; or

2. Terminate the work covered by the order; or
3. Terminate the Agreement in accordance with provisions contained in Section XIII.

In the event the County does not direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XIII. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the County does not direct the Contractor to resume work within ninety (90) days, the Contractor may terminate this Agreement.

XVI. CONTRACTOR WARRANTY

- A. All products provided under this Agreement must be new (unless specifically identified otherwise in a Supplemental Task Authorization) and of the most suitable grade for the purpose intended.
- B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Agreement, the Contractor must pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Contractor must refund to the County any money which has been paid for same.
- C. Contractor shall secure from the applicable third party manufacturers, and assign and pass through to the County, at no additional cost to the County, such warranties as may be available with respect to the equipment, parts and systems provided through the Purchase.

XVII. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The Contractor must not assign any interest in this Agreement and must not transfer any interest in same (whether by assignment or novation) without the prior written consent of the County, except that claims for the money due or to become due to the Contractor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such

transfer or assignment due to bankruptcy must be promptly given to the County.

- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement may not be construed to be and is not a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement must be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Contractor is comprised of more than one legal entity, each entity must be jointly and severally liable hereunder.
- H. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative:

Name: Robert Capoferri
 Title: President
 Address: 9021 Wire Road
Zephyrhills, FL
33540
 Telephone: 813-788-0010
 Facsimile: 813-788-0020
 E-mail: Ponderosamark@hotmail.com
JackieAPS@outlook.com
DGannon@gmail.com

County's Representatives:

Names:	<u>Roger Desjarlais</u>	<u>Mary Tucker</u>
Titles:	<u>County Manager</u>	<u>Director of Procurement Management</u>
Address:	<u>P.O. Box 398</u>	
	<u>Fort Myers, FL 33902</u>	
Telephone:	<u>239-533-2221</u>	<u>239-533-8881</u>
Facsimile:	<u>239-485-2262</u>	<u>239-485-8383</u>
E-Mail:	<u>rdesjarlais@leegov.com</u>	<u>mtucker@leegov.com</u>

- I. Any change in the County's or the Contractor's Representative will be promptly communicated by the party making the change.
- J. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- K. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
 - 1. Supplemental Task Authorization(s)
 - 2. Agreement
 - 3. County's Purchase Order
 - 4. Solicitation # B170265/ANB
 - 5. Contractor's Submittal in Response to Solicitation # B170265/ANB

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last below written.

WITNESS:

Asphalt Paving Systems, Inc.

Signed By: Kenneth Messina

Signed By: _____

Print Name: Kenneth Messina
Secretary

Print Name: Robert Capoferri

Title: President

Date: 7/12/2017

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: John Manning
CHAIR

DATE: 9/5/17

ATTEST:
CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

BY: Melissa Butler
DEPUTY CLERK



APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:

BY: S. C. Lira
OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A SCOPE OF SERVICES

Contractor shall provide Alternative Paving services in accordance with Lee County Solicitation No. B170265/ANB and Supplemental Task Authorizations issued under this Agreement, if any.

A. Supplemental Task Authorizations

The term Supplemental Task Authorization refers to a written document executed by both parties under this Agreement setting forth and authorizing a limited number of services, tasks, or work for a specific project identified by the County. Such services, tasks, or work is consistent with and has previously been described by Solicitation No. B170265/ANB and this Agreement.

B. Award of Supplemental Task Authorizations

As provided by Solicitation No. B170265/ANB, individual projects may be awarded, and authorized via Supplemental Task Authorizations, to any of the firms approved by the Board of County Commissioners under that solicitation. Award shall be made as follows:

1. **Each project/task order will not exceed \$500,000.00.**
 - 1.1. Any project/task order **\$50,000.00 or less** may be awarded to the vendor holding a valid contract under this bid, with the lowest unit prices, able to meet the required schedule.
 - 1.2. Any project/task order **\$50,000.01, but less than \$500,000.00** must be quoted by a **minimum of 3 awarded vendors** holding a valid contract under this Bid.
 - 1.3. Any project/task order **over \$100,000.00** must provide a payment and performance bond.
 - 1.4. No vendor will be paid more than **\$4,000,000.00 per year**.
 - 1.5. **Notice to Proceed (NTP)**
 - 1.5.1. All project/task order **\$50,000.00 or less** will **use the purchase order** as the notice to proceed. The start date and date or the number of day to complete the project must be included on the purchase order. If the start date is left off the purchase order then the date of the purchase order approval will default as the NTP start date.
 - 1.5.2. Projects **\$50,000.01 but less than \$500,000.00** will have a **formal NTP issued through the Procurement Management Division**.
 - 1.6. The County retains the right to select any vendor to whom a multiple-vendor award has been made.
 - 1.7. The County retains the right to separately and competitively bid any and all job estimates greater than \$500,000.00.
 - Any project/task with a total cost of **\$50,000.00 or less** may be awarded to the firm holding a valid contract under this bid, with the lowest unit prices, able to meet the required project schedule.
 - Any project/task with a total cost of **\$50,000.01, but less than \$500,000.00** must be quoted by a **minimum of three (3) of the**

EXHIBIT A
SCOPE OF SERVICES

approved firms holding a valid contract under Solicitation No. B170265/ANB. When quotes are requested, the Contractor's submittal must be based on the unit prices provided by Exhibit B, or lower prices. The quote must not list any prices that are higher. Award of the project shall be made to the firm holding a valid contract under this bid, with the lowest quoted price, able to meet the required project schedule.

C. Performance of Work under this Agreement

All work shall be provided and performed in accordance with the Technical Specifications of Solicitation No. B170265/ANB and as further described in any Supplemental Task Authorizations issued under this Agreement.

D. PRICING

Consumer Price Index (CPI): Contract prices for equipment and/or service will remain firm through the first contract year. Contractors must request price adjustments, in writing, 30 days prior to the renewal date. If a contractor fails to request a CPI price adjustment 30 days prior to the contract renewal date, no price increase will be accepted. Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, Miami Area. No retroactive contract price adjustments will be allowed.

**EXHIBIT B
FEE SCHEDULE**

Payment for actual work completed shall be made in accordance with the terms of this Agreement and any Supplemental Task Authorizations issued hereunder. All project pricing shall be determined by the rates established by the Contractor's Response to Solicitation No. B170265/ANB, which appear below. All quotes received by the County from the Contractor must reflect pricing at or below the rates listed in this Exhibit B.

			<i>Asphalt Paving Systems, Inc.</i>	
<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>Quantity</u>	<u>Price</u>
101-1	Mobilization	%	1	5.00%
102-1	Maintenance of Traffic	%	1	5.00%
104-12	Staked Silt Fence	50-500	LF	\$2.00
104-12	Staked Silt Fence	501-1000+	LF	\$1.25
110-1-1	<i>Clearing and Grubbing</i>	1	AC	\$7,500.00
110-1	Curb and Gutter Removal	25-250	LF	\$30.00
110-1	Curb and Gutter Removal	251-500+	LF	\$15.00
110-2	Miscellaneous Concrete Removal	50-500	SY	\$8.00
110-2	Miscellaneous Concrete Removal	501-1000+	SY	\$5.00
110-3	Existing Pipe Removal	10-200	LF	\$25.00
110-3	Existing Pipe Removal	201-500+	LF	\$18.00
110-4	Removal of Existing Pavement	20-500	SY	\$7.00
110-4	Removal of Existing Pavement	501-1000+	SY	\$5.00
120-1	Roadway Excavation	201-500	CY	\$25.00
120-1	Roadway Excavation	501-1000+	CY	\$20.00

**EXHIBIT B
FEE SCHEDULE**

120-4	Swale Grading	20-200	LF	\$20.00
120-4	Swale Grading	201-500+	LF	\$12.50
120-6	Embankment (Truckload)	1-200	CY	\$40.00
120-6	Embankment (Truckload)	201-500+	CY	\$30.00
280-2	Asphaltic Base Course	20-200	TN	\$175.00
280-2	Asphaltic Base Course	201-500	TN	\$120.00
280-2	Asphaltic Base Course	501-1000+	TN	\$95.00
327-1	Milling of Existing Asphalt (2" +/-)	50,000 +	SY	\$3.50
327-2	Milling of Existing Asphalt (2" +/-)	10,000 to 50,000	SY	\$5.50
331-1	Type III Asphaltic Concrete	20-200	TN	\$180.00
331-1	Type III Asphaltic Concrete	201-500	TN	\$135.00
331-1	Type III Asphaltic Concrete	501-1000+	TN	\$105.00
333-1	Asphaltic Concrete Type "S-1"	20-200	TN	\$180.00
333-1	Asphaltic Concrete Type "S-1"	201-500	TN	\$135.00
333-1	Asphaltic Concrete Type "S-1"	501-1000+	TN	\$105.00
333-2	Asphaltic Concrete Type "S-3"	20-200	TN	\$180.00
333-2	Asphaltic Concrete Type "S-3"	201-500	TN	\$135.00
333-2	Asphaltic Concrete Type "S-3"	501-1000+	TN	\$105.00
425-1	Adjusting Manholes (Metal Riser Rings)	1-5	EA	\$250.00
425-1	Adjusting Manholes (Metal Riser Rings)	6-10	EA	\$200.00
425-1	Adjusting Manholes (Metal Riser Rings)	11-20+	EA	\$125.00
425-2	Adjusting Valve Boxes (Metal Riser Rings)	1-5	EA	\$150.00
425-2	Adjusting Valve Boxes (Metal Riser Rings)	6-10	EA	\$100.00

**EXHIBIT B
FEE SCHEDULE**

425-2	Adjusting Valve Boxes (Metal Riser Rings)	11-20+	EA	\$85.00
430-2	18" RCP CD - CLASS III	1-200	LF	\$125.00
430-2	18" RCP CD - CLASS III	201-500+	LF	\$70.00
520-1	Type "A" Curb	10-25	LF	\$60.00
520-1	Type "A" Curb	26-50+	LF	\$45.00
520-2	Type "B" Curb	10-25	LF	\$60.00
520-2	Type "B" Curb	26-50+	LF	\$45.00
520-3	Type "D" Curb	10-25	LF	\$60.00
520-3	Type "D" Curb	26-50+	LF	\$45.00
520-4	Type "E" Curb	10-25	LF	\$55.00
520-4	Type "E" Curb	26-50+	LF	\$40.00
520-5	Type "F" Curb	10-25	LF	\$55.00
520-5	Type "F" Curb	26-50+	LF	\$40.00
522-2	Concrete Sidewalk - (6" thickness)	20-100	SY	\$100.00
522-2	Concrete Sidewalk - (6" thickness)	101-250+	SY	\$60.00
527-2	Detectable Warning Surfaces (Inset) *	10-50	SF	\$50.00
527-2	Detectable Warning Surfaces (Inset) *	51-100+	SF	\$35.00
527-3	Det. Warning Surf. (Screwdown Retro-Fit)	10-50	SF	\$50.00
527-3	Det. Warning Surf. (Screwdown Retro-Fit)	51-100	SF	\$35.00
575-1	Sodding (Bahia)	100-500	SY	\$5.25
575-1	Sodding (Bahia)	501-1000+	SY	\$2.75
575-2	Sodding (Floritam)	100-500	SY	\$5.85
575-2	Sodding (Floritam)	501-1000+	SY	\$2.75

**EXHIBIT B
FEE SCHEDULE**

660-2102	<i>Loop Assembly, F&I - Type B</i>	1	AS	\$2,750.00
706-1	Reflective Pavement Markings (RPM's)	20-60	EA	\$7.50
706-1	Reflective Pavement Markers (RPM's)	61-100+	EA	\$6.00
710-1	6" Solid Traffic Stripe (paint)	1-200	LF	\$4.50
710-1	6" Solid Traffic Stripe (paint)	201-500	LF	\$1.00
710-1	6" Solid Traffic Stripe (paint)	501-1000+	LF	\$0.50
710-2	12" Solid Traffic Stripe (paint)	1-25	LF	\$10.00
710-2	12" Solid Traffic Stripe (paint)	26-50	LF	\$4.00
710-2	12" Solid Traffic Stripe (paint)	51-100+	LF	\$2.75
710-3	18" Solid Traffic Stripe (paint)	1-25	LF	\$12.00
710-3	18" Solid Traffic Stripe (paint)	26-50	LF	\$6.00
710-3	18" Solid Traffic Stripe (paint)	51-100+	LF	\$4.00
710-4	24" Solid Traffic Stripe (paint)	1-25	LF	\$12.00
710-4	24" Solid Traffic Stripe (paint)	26-50	LF	\$5.50
710-4	24" Solid Traffic Stripe (paint)	51-100+	LF	\$4.50
710-5	6" Skip Traffic Stripe (paint)	1-200	LF	\$2.50
710-5	6" Skip Traffic Stripe (paint)	201-500	LF	\$0.95
710-5	6" Skip Traffic Stripe (paint)	501-1000+	LF	\$0.55
710-6	6" Dotted Guide Lines (paint)	1-50	LF	\$1.50
710-6	6" Dotted Guide Lines (paint)	51-100	LF	\$1.25
710-6	6" Dotted Guide Lines (paint)	101-150+	LF	\$0.95
710-7	Directional Arrows (Paint)	1	EA	\$75.00
710-8	Pavement Messages (Paint)	1	EA	\$90.00

**EXHIBIT B
FEE SCHEDULE**

710-9	8" Solid Traffic Stripe (Paint)	1-200	LF	\$5.00
710-9	8" Solid Traffic Stripe (Paint)	201-500	LF	\$1.25
710-9	8" Solid Traffic Stripe (Paint)	501-1000+	LF	\$0.75
711-1	6" Solid Stripe/Extru. Thermo	1-200	LF	\$10.00
711-1	6" Solid Stripe/Extru. Thermo.	201-500	LF	\$4.25
711-1	6" Solid Stripe/Extru. Thermo.	501-1000+	LF	\$1.25
711-2	12" Solid Stripe/Extru. Thermo	1-25	LF	\$20.00
711-2	12" Solid Stripe/Extru. Thermo.	26-50	LF	\$11.00
711-2	12" Solid Stripe/Extru. Thermo.	51-100+	LF	\$4.50
711-3	18" Solid Stripe/Extru. Thermo	1-25	LF	\$25.00
711-3	18" Solid Stripe/Extru. Thermo.	26-50	LF	\$12.00
711-3	18" Solid Stripe/Extru. Thermo.	51-100+	LF	\$5.50
711-4	24" Solid Stripe/Extru. Thermo	1-25	LF	\$7.25
711-4	24" Solid Stripe/Extru. Thermo.	26-50	LF	\$6.25
711-4	24" Solid Stripe/Extru. Thermo.	51-100+	LF	\$5.25
711-5	6" Skip Traffic Stripe/Extru. Thermo	1-200	LF	\$4.00
711-5	6" Skip Traffic Stripe/Extru. Thermo.	201-500	LF	\$2.25
711-5	6" Skip Traffic Stripe/Extru. Thermo.	501+	LF	\$2.00
711-6	6" Dotted Guide Lines/Extru. Thermo	20-50	LF	\$3.00
711-6	6" Dotted Guide Lines/Extru. Thermo.	51-100	LF	\$2.50
711-6	6" Dotted Guide Lines/Extru. Thermo.	101+	LF	\$2.25
711-7	Directional Arrows / Extru. Thermo.	1	EA	\$110.00
711-7A	Preformed Arrow	1	EA	\$100.00

**EXHIBIT B
FEE SCHEDULE**

711-7B	Preformed Symbol (Bike)	1	EA	\$200.00
711-8	Pavement Messages / Extr. Thermo.	1	EA	\$225.00
711-9	8" Solid Traffic Stripe / Extr. Thermo	20-200	LF	\$15.00
711-9	8" Solid Traffic Stripe / Extr. Thermo	201-500	LF	\$10.00
711-9	8" Solid Traffic Stripe / Extr. Thermo	501+	LF	\$5.00
711-10	Remove Existing Pavement Markings	20-300	SF	\$5.00
711-10	Remove Existing Pavement Markings	300+	SF	\$5.00
APM-001	Single Micro Surface 18-22 lbs	10,000 to 50,000	SY	\$2.65
APM-001	Single Micro Surface 18-22 lbs	50,001 +	SY	\$2.40
APM-002	Doudle Micro Surface 28-32 lbs	10,000 to 50,000	SY	\$3.80
APM-002	Doudle Micro Surface 28-32 lbs	50,001 +	SY	\$3.60
APM-003	Single Chip Seal -#89 Granite	10,000 to 50,000	SY	\$2.90
APM-003	Single Chip Seal -#89 Granite	50,001 +	SY	\$2.40
APM-004	Double Chip Seal - #57 w/#89 Granite	10,000 to 50,000	SY	\$4.20
APM-004	Double Chip Seal - #57 w/#89 Granite	50,001 +	SY	\$3.90
APM-005	Full Depth Reclamation / 6"-9"	10,000 to 50,000	SY	\$7.00
APM-005	Full Depth Reclamation /6"-9"	50,001 +	SY	\$6.25
APM-006	Full Depth Reclamation /9-12	10,000 to 50,000	SY	\$7.50
APM-006	Full Depth Reclamation /9-12	50,001 +	SY	\$6.75
APM-006a	Cement for Reclamation	1	TN	\$155.00
APM-006b	Emulsion for Reclamation	1	Gal	\$2.55
APM-007	RAP PLACEMENT	10,000 to 50,000	SY	\$8.00
APM-007	RAP PLACEMENT	50,001 +	SY	\$7.25

**EXHIBIT B
FEE SCHEDULE**

APT-001	Crack Filling / Sealing	1-1000	Gal	\$20.00
APT-001	Crack Filling / Sealing	1001-3000	Gal	\$19.00
APT-001	Crack Filling / Sealing	3001+	Gal	\$18.00
SLUR-001	Slurry Seal	10,000 to 50,000	SY	\$2.70
SLUR-001	Slurry Seal	50,001 +	SY	\$2.45
	HOT-IN-PLACE (With Virgin Top Course) Asphalt Recycling			
HIPR- Recy	Asphalt Recycling	10,000 to 50,000	SY	No Bid
HIPR-AGENT	Recycling Agent	10,000 to 50,000	Gal	No Bid
HIPR- Recy	Asphalt Recycling	50,001 +	SY	No Bid
HIPR-AGENT	Recycling Agent	50,001 +	Gal	No Bid
324 HOT-IN-PLACE (100%) Asphalt Recycling				
HIPR Base	Base Course HIPR	10,000 to 50,000	SY	No Bid
HIPR Base	Base Course HIPR	50,001 +	SY	No Bid
HIPR Complete	2" Complete HIPR	10,000 to 50,000	SY	No Bid
HIPR Complete	2" Complete HIPR	50,001 +	SY	No Bid
HIPR-AGENT-100%	Asphalt Recycling Agent	10,000 to 50,000	Gal	No Bid
HIPR-AGENT-100%	Asphalt Recycling Agent	50,001 +	Gal	No Bid
	MOT/MOB	%	1	No Bid
	Night Work MOT/MOB (additional %)	%	1	No Bid

**EXHIBIT C
INSURANCE REQUIREMENTS**

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

- \$1,000,000 per occurrence
- \$2,000,000 general aggregate
- \$1,000,000 products and completed operations
- \$1,000,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

- \$1,000,000 combined single limit (CSL)
- \$500,000 bodily injury per person
- \$1,000,000 bodily injury per accident
- \$500,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

- \$500,000 per accident
- \$500,000 disease limit
- \$500,000 disease - policy limit

*The required minimum limit of liability shown in a and b may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."

**EXHIBIT C
INSURANCE REQUIREMENTS**

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

- a. The certificate holder shall read as follows:

Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, Florida 33902B

- b. *"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials"* will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.

Special Requirements:

1. An appropriate "Indemnification" clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

**EXHIBIT D
PERFORMANCE AND PAYMENT BONDS**

For each Supplemental Task Authorization authorizing work for a cost of \$100,000.00 or more, the Contractor must procure a performance and payment bond in accordance with this Agreement and B170265/ANB.

- A. In accordance with Chapter 255.05, Florida Statutes, as may be amended from time to time, and Lee County Ordinance 95-2-102, as may be amended from time to time, a public performance and payment bond is to be issued in a sum equal to one-hundred (100%) percent of the total awarded Supplemental Task Authorization amount by a surety company considered satisfactory by Lee County and otherwise authorized to transact business in the State of Florida.
- B. Any bonding company submitting a performance and payment bond to Lee County Government must be licensed to transact a fidelity and surety business in the State of Florida.
- C. A public performance and payment bond must be properly executed by the Surety Company and Contractor and recorded with the Lee County Clerk of Court within seven (7) calendar days after notification by Lee County of the approval to award the Supplemental Task Authorization. The Contractor is responsible for all fees and charges associated with the performance and payment bond, including the cost of recording.
- D. A clean irrevocable letter of credit or cash bond may be accepted by the County in lieu of the public performance and payment bond.

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Zurich American Insurance Company (?)

A.M. Best #: 002563 NAIC #: 16535 FEIN #: 364233459

Administrative Office
 1299 Zurich Way
 Schaumburg, IL 60196-1056
 United States

[View Additional Address Information](#)

Web: www.zurichna.com
Phone: 800-987-3373
Fax: 877-962-2567

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Best's Credit Ratings	
<p>Financial Strength Rating View Definition</p> <p>Rating: A+ (Superior) Affiliation Code: g (Group) Financial Size Category: XV (\$2 Billion or greater) Outlook: Negative Action: Affirmed Effective Date: December 01, 2016 Initial Rating Date: June 30, 1922</p>	<p>Best's Credit Rating Analyst</p> <p>Rating Issued by: A.M. Best Rating Services, Inc. Senior Financial Analyst: Darian Ryan Senior Director: Michael J. Lagomarsino, CFA, FRM</p>
<p>Long-Term Issuer Credit Rating View Definition</p> <p>Long-Term: aa- Outlook: Negative Action: Affirmed Effective Date: December 01, 2016 Initial Rating Date: September 14, 2004</p>	<p>Disclosure Information</p> <p> View A.M. Best's Rating Disclosure Form</p> <p> A.M. Best Affirms Credit Ratings of Zurich Insurance Company Limited and Its Main Rated Affiliates December 01, 2016</p>
<p>u Denotes Under Review Best's Rating</p>	

Rating History

A.M. Best has provided ratings & analysis on this company since 1922.

Financial Strength Rating		Long-Term Issuer Credit Rating	
Effective Date	Rating	Effective Date	Rating
12/1/2016	A+	12/1/2016	aa-
10/2/2015	A+	10/2/2015	aa-
11/26/2014	A+	11/26/2014	aa-
11/21/2013	A+	11/21/2013	aa-
11/27/2012	A+	11/27/2012	aa-

Related Financial and Analytical Data

The following links provide access to related data records that A.M. Best utilizes to provide financial and analytical data on a consolidated or branch basis.

AMB #	Company Name	Company Description
019793	Zurich U.S. Pool (CS)	Represents Property/ Casualty business of this legal entity.
004430	Zurich U.S. Pool (SG)	Represents the A.M. Best Consolidated financials for the Property/ Casualty business of this legal entity.

AMB Credit Reports

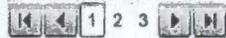
 **AMB Credit Report** - includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.
 Report Revision Date: 2/22/2017 (represents the latest significant change).

 Historical Reports are available in [AMB Credit Report Archive](#).

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Press Releases

Date ▾	Title
Dec 01, 2016	A.M. Best Affirms Credit Ratings of Zurich Insurance Company Limited and Its Main Rated Affiliates
Apr 05, 2016	A.M. Best Removes from Under Review and Upgrades Ratings of Rural Community Insurance Company
Dec 21, 2015	A.M. Best Comments on Zurich Insurance Group's Ratings Following Announcement to Acquire Wells Fargo Crop-Insurance Subsidiaries
Dec 21, 2015	A.M. Best Places Ratings of Rural Community Insurance Company Under Review With Developing Implications
Oct 02, 2015	A.M. Best Affirms Ratings and Revises Outlook to Negative for Zurich Insurance Company Limited and Some of Its Rated Affiliates
Nov 26, 2014	A.M. Best Affirms Ratings of Zurich American Insurance Company and Its Affiliates
Nov 21, 2013	A.M. Best Affirms Ratings of Zurich American Insurance Company and Its Affiliates
Nov 27, 2012	A.M. Best Affirms Ratings of Zurich American Insurance Company and Its Affiliates
Nov 18, 2011	A.M. Best Affirms Ratings of Zurich American Insurance Company and Its Affiliates
Nov 19, 2010	A.M. Best Upgrades Ratings of Zurich Insurance Company Limited's U.S. Subsidiaries



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21 items in 3 pages

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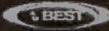
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American Guarantee and Liability Insurance Company (2)

A.M. Best #: 002562 NAIC #: 26247 FEIN #: 366071400

Administrative Office

1299 Zurich Way
Schaumburg, IL 60196-1056

[United States](#)

Web: www.zurichna.com

Phone: 800-987-3373

Fax: 877-962-2567

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Best's Credit Ratings

<p>Financial Strength Rating View Definition</p> <p>Rating: A+ (Superior)</p> <p>Affiliation Code: g (Group)</p> <p>Financial Size Category: XV (\$2 Billion or greater)</p> <p>Outlook: Negative</p> <p>Action: Affirmed</p> <p>Effective Date: December 01, 2016</p> <p>Initial Rating Date: June 30, 1944</p>	<p>Best's Credit Rating Analyst</p> <p>Rating Issued by: A.M. Best Rating Services, Inc.</p> <p>Senior Financial Analyst: Darian Ryan</p> <p>Senior Director: Michael J. Lagomarsino, CFA, FRM</p>
<p>Long-Term Issuer Credit Rating View Definition</p> <p>Long-Term: aa-</p> <p>Outlook: Negative</p> <p>Action: Affirmed</p> <p>Effective Date: December 01, 2016</p> <p>Initial Rating Date: September 14, 2004</p>	<p>Disclosure Information</p> <p> View A.M. Best's Rating Disclosure Form</p> <p> A.M. Best Affirms Credit Ratings of Zurich Insurance Company Limited and Its Main Rated Affiliates December 01, 2016</p>

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Rating History

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Financial Strength Rating		Long-Term Issuer Credit Rating	
Effective Date	Rating	Effective Date	Rating
12/1/2016	A+	12/1/2016	aa-
10/2/2015	A+	10/2/2015	aa-
11/26/2014	A+	11/26/2014	aa-
11/21/2013	A+	11/21/2013	aa-
11/27/2012	A+	11/27/2012	aa-

AMB Credit Reports

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Dec 01, 2016	A.M. Best Affirms Credit Ratings of Zurich Insurance Company Limited and Its Main Rated Affiliates
Oct 02, 2015	A.M. Best Affirms Ratings and Revises Outlook to Negative for Zurich Insurance Company Limited and Some of Its Rated Affiliates
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Nov 18, 2011	A.M. Best Affirms Ratings of Zurich American Insurance Company and Its Affiliates
Nov 19, 2010	A.M. Best Upgrades Ratings of Zurich Insurance Company Limited's U.S. Subsidiaries
Dec 17, 2009	A.M. Best Affirms Ratings of Zurich Financial Services Ltd. and Its Subsidiaries
Dec 11, 2008	A.M. Best Affirms Ratings of Zurich Financial Services; Revises Outlook on Ratings of Zurich Insurance Company to Stable
Dec 11, 2007	A.M. Best Revises Outlook on Ratings of Zurich Insurance Company to Positive; Affirms Ratings of Zurich Financial Services

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ZURICH[®]

Additional Insured – Automatic – Owners, Lessees Or Contractors

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO019140601	04/01/2017	04/01/2018	04/01/2017		N/A	N/A

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: ASPHALT PAVING SYSTEMS, INC.

Address (including ZIP Code): 500 N. Egg Harbor Road, P.O. Box 530, Hammonton, NJ 08037

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – **Commercial General Liability Conditions:**

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
 - b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.
2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – **Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

8/17/2017

Detail by Entity Name

DIVISION OF CORPORATIONS



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

Detail by Entity Name

Foreign Profit Corporation
ASPHALT PAVING SYSTEMS, INC.

Filing Information

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

Principal Address

500 N. EGG HARBOR RD.
HAMMONTON, NJ 08037

Mailing Address

P.O. BOX 530
HAMMONTON, NJ 08037

Registered Agent Name & Address

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

Name Changed: 03/28/2016

Address Changed: 03/28/2016

Officer/Director Detail

Name & Address

Title PVPT

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

Title S

MESSINA, KENNETH G
2555 WEYMOUTH ROAD
HAMMONTON, NJ 08037

Title Assistant Corporate Secretary

8/17/2017

Detail by Entity Name

Cresswell, Noelle
8241 Shenandoah Run
Wesley Chapel, FL 33544

Title Asst. Treasurer

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

Annual Reports

Report Year	Filed Date
2016	01/30/2016
2016	03/28/2016
2017	01/19/2017

Document Images

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

Florida Department of State, Division of Corporations



BOARD OF COUNTY COMMISSIONERS

July 13, 2018

John E. Manning
District One

Cecil L. Pendergrass
District Two

Larry Kiker
District Three

Brian Hamman
District Four

Frank Mann
District Five

Roger Desjarlais
County Manager

Richard Wm. Wesch
County Attorney

Donna Marie Collins
Hearing Examiner

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

SUBJECT: Renewal of Annual Contract No. B170265ANB C-7804
Alternative Paving Methods

Dear Mr. Capoferri:

This is to inform you that Lee County agrees to renew the above subject contract for an additional one (1) year period, from 09/05/2018 through 09/04/2019.

We are hereby extending the annual contract for an additional one year period under the same terms and conditions as the original award.

If you have any questions regarding this letter, please contact me at (239) 533-8871.

Sincerely,

Kimberly Urban

Kimberly Urban
Contracts Analyst
Procurement Management Division

C: Project File



BOARD OF COUNTY COMMISSIONERS

April 11, 2018

239-533-8849

John E. Manning
District One

Cecil L. Pendergrass
District Two

Larry Kiker
District Three

Brian Hamman
District Four

Frank Mann
District Five

Roger Desjardais
County Manager

Richard Wm. Wesch
County Attorney

Donna Marie Collins
Hearing Examiner

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

Subject: Renewal of Annual Contract No. B170265ANB C-7804
Alternative Paving Methods

Dear Mr. Capoferri:

The above-referenced annual contract will expire on September 4, 2018 unless renewed. Lee County is requesting that this annual contract be renewed for an additional one year period (9/5/2018 – 9/4/2019). Therefore, we are requesting that you choose one of the following options and return this letter to Lee County Procurement Management, Attn: Jennifer Brewer-Dano, P.O. Box 398, Ft. Myers, FL 33902-0398, (Fax: 239-485-8383 or email jbrewer-dano@leegov.com), within 15 calendar days from receipt.

XX a. I want to continue performing under this annual contract for an additional one year period under the same terms and conditions as agreed upon in the above-referenced quotation.

As a condition of this renewal, the vendor agrees to provide Lee County with an updated insurance certificate upon expiration of the original certificate on file with the County.

_____ b. I am not interested in extending this contract for an additional one-year period. Why? _____

Vendor:

Lee County:

Signature Robert Capoferri

Signature of Authorized Official

President
Title

Procurement Management Director
Title

4/25/2018
Date

7-12-18
Date

Client#: 37227

ASPHPAV1

ACORDTM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/25/2018

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 J. Byrne Agency, Inc. 5200 New Jersey Avenue P.O. Box 1409 Wildwood, NJ 08260		CONTACT NAME: Joseph J. Meola, CIC, CRM PHONE (A/C, No, Ext): 609 522-3406 E-MAIL ADDRESS: jmeola@byrneagency.com FAX (A/C, No): 609 522-2844															
INSURED Asphalt Paving Systems Inc. 500 N. Egg Harbor Road P.O. Box 530 Hammonton, NJ 08037		<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B : American Guarantee & Liability</td> <td>26247</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich American Insurance Company	16535	INSURER B : American Guarantee & Liability	26247	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER C :																	
INSURER D :																	
INSURER E :																	
INSURER F :																	

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	ADBL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		GLO0191406-02	04/01/2018	04/01/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BAP0191409-03	04/01/2018	04/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			AUC0191416-02	04/01/2018	04/01/2019	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC0191407-02	04/01/2018	04/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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)
RE: Nassau County Double Chip Seal, Various Roads; it is agreed that Nassau County Board of County Commissioners is listed as additional insured with respect to the operations performed by the named insured as required by contract per Form U-GL-1175-F CW(04/13).

CERTIFICATE HOLDER Nassau County Board of County Commissioners 96135 Nassau Place, Suite 1 Yulee, FL 32097	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 
--	--

ZURICH[®]

Additional Insured – Automatic – Owners, Lessees Or Contractors

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 0191406-02	04/01/2018	04/01/2019		53093000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: ASPHALT PAVING SYSTEMS, INC.

Address (including ZIP Code):

500 N EGG HARBOR RD

HAMMONTON, NJ 08037-3201

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – **Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.**

- F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

PAYMENT BOND

Hartford Fire Insurance Company
Hartford, CT 06155

Bond No.: 13BCSIA1158

CONTRACTOR:

(Name, legal status and address)

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

OWNER:

(Name, legal status and address)

Nassau County Board of County Commissioners
96135 Nassau Place, Suite 1
Yulee, FL 32097

CONSTRUCTION CONTRACT

Date:

Amount: Three Hundred Twenty-Seven Thousand Seven Hundred Ninety-Three 74/100- (\$327,793.74)

Description:

(Name and location)

Alternative Paving Methods

SURETY:

(Name, legal status and principal place of business)

Hartford Fire Insurance Company
One Hartford Plaza
Hartford, CT 06155

Inst: 201945010736 Date: 04/05/2019 Time: 10:39AM
Page 1 of 8 B: 2266 P: 549, Doc Type: UNK
John A. Crawford, Clerk of Court, Nassau County,
By: TS, Deputy Clerk

BOND

Date: March 6, 2019

(Not earlier than Construction Contract Date)

Amount: Three Hundred Twenty-Seven Thousand Seven Hundred Ninety-Three 74/100-(\$327,793.74)

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: Asphalt Paving Systems, Inc. (Corporate Seal)

Signature: 

Name and Title: Robert Capoferri, President

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

The Raffuel Surety Group
20 Nassau St., Suite 406
Princeton, NJ 08542
(609) 924-2426

SURETY

Company: Hartford Fire Insurance Company (Corporate Seal)

Signature: 

Name and Title: Steven Raffuel, Attorney-in-Fact

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment

furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address: _____

Signature: _____

Name and Title: _____

Address: _____

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-12
 One Hartford Plaza
 Hartford, Connecticut 06155
Bond.Claims@thehartford.com
 call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: THE RAFFUEL SURETY GROUP
 Agency Code: 13-653536

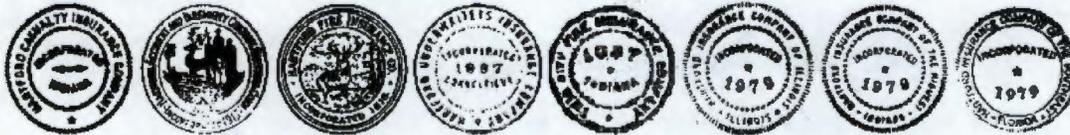
- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited** :

Cecelia D. Brown, Steven Raffuel of PRINCETON, New Jersey.

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT }
 COUNTY OF HARTFORD } ss. Hartford

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



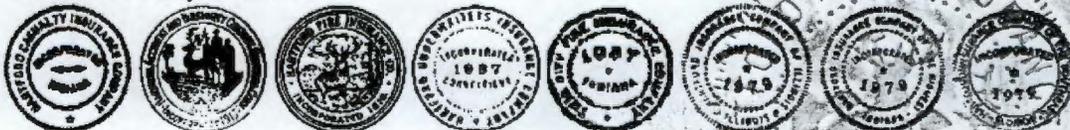
Kathleen T. Maynard

Kathleen T. Maynard
 Notary Public

My Commission Expires July 31, 2021

CERTIFICATE

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of **March 6, 2019**.
 Signed and sealed at the City of Hartford.



Kevin Heckman
 Kevin Heckman, Assistant Vice President

HARTFORD FIRE INSURANCE COMPANY

Hartford, Connecticut

Financial Statement, December 31, 2017

Statutory Basis

ASSETS

U.S. Government Bonds	\$	577,913,529
Bonds of Other Governments		136,631,915
State, County Municipal		
Miscellaneous Bonds		5,713,878,455
Stocks		5,418,718,399
Short Term Investments		299,018,356
	\$	<u>12,146,160,654</u>
Real Estate	\$	333,492,680
Cash		109,093,732
Agents' Balances (Under 90 Day)		2,994,735,438
Other Invested Assets		4,524,749,529
Miscellaneous		2,747,065,960
Total Admitted Assets	\$	<u>22,855,297,993</u>

LIABILITIES

Reserve for Claims	\$	
and Claim Expense		8,425,803,806
Reserve for Unearned Premiums		2,110,221,060
Reserve for Taxes, License		
and Fees		53,958,612
Miscellaneous Liabilities		2,349,289,613
Total Liabilities	\$	<u>12,939,273,091</u>
Capital Paid In	\$	55,320,000
Surplus		<u>9,860,704,902</u>
Surplus as regards Policyholders	\$	<u>9,916,024,902</u>
Total Liabilities, Capital	\$	<u>22,855,297,993</u>
 and Surplus		

STATE OF CONNECTICUT
 COUNTY OF HARTFORD
 CITY OF HARTFORD

} ss.

Michael R. Hazel, Vice President and Controller, and Allen R. Craig, Assistant Secretary of the Hartford Fire Insurance Company, being duly sworn, each deposes and say that the foregoing is a true and correct statement of the said company's financial condition as of December 31, 2017.

Subscribed and sworn to before me this
 6th day of March, 2018.

Laurie Hansen

Notary Public

LAURIE HANSEN
 NOTARY PUBLIC
 State of Connecticut
 My Commission Expires
 December 31, 2018

Michael R. Hazel
 Vice President and Controller

Allen R. Craig
 Assistant Secretary



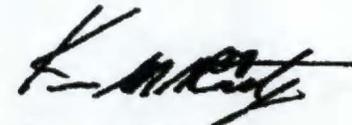
HARTFORD FIRE INSURANCE COMPANY

Is hereby authorized to transact insurance in the
State of Florida.

This certificate signifies that the company has
satisfied all requirements of Florida Insurance
Code for the issuance of a Property And Casualty
Insurer Certificate Of Authority and remains
subject to the laws of Florida.

Date of Issuance: January 01, 1925

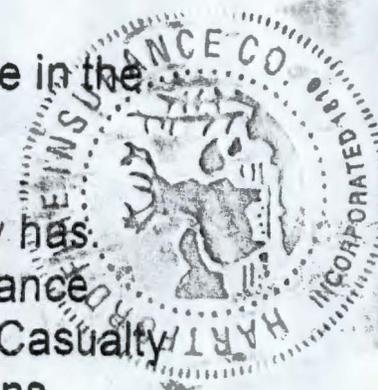
No. 06 - 060383750



Kevin M. McCarty
Commissioner
Office of Insurance Regulation



**Florida
Office
of Insurance
Regulation**



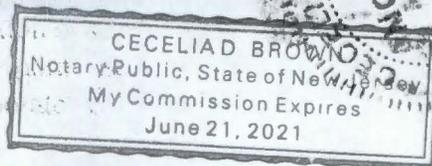
ACKNOWLEDGMENT OF SURETY

STATE OF New Jersey

COUNTY OF Burlington

On March 6, 2019, Steven Raffuel to me known, who, being by me duly sworn, did depose and say that he/she is an Attorney In Fact of Hartford Fire Insurance Company the corporation described in and which executed the within instrument; that he/she knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal; and that he/ she signed the said instrument and affixed the said seal as Attorney In Fact by authority of the Board of Directors of said corporation and by the authority of his/her office under Standing Resolutions thereof.


NOTARY PUBLIC



PERFORMANCE BOND

Hartford Fire Insurance Company
Hartford, CT 06155

Bond No.: 13BCSIA1158

CONTRACTOR:

(Name, legal status and address)

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

OWNER:

(Name, legal status and address)

Nassau County Board of County Commissioners
96135 Nassau Place, Suite 1
Yulee, FL 32097

CONSTRUCTION CONTRACT

Date:

Amount: Three Hundred Twenty-Seven Thousand Seven Hundred Ninety-Three 74/100- (\$327,793.74)

Description:

(Name and location)

Alternative Paving Methods

BOND

Date: March 6, 2019

(Not earlier than Construction Contract Date)

Amount: Three Hundred Twenty-Seven Thousand Seven Hundred Ninety-Three 74/100- (\$327,793.74)

Modifications to this Bond: X None See Section 16

CONTRACTOR AS PRINCIPAL

Company:

Asphalt Paving Systems, Inc.

Signature: _____

Name and Title: Robert Capoferri, President

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

The Raffuel Surety Group
20 Nassau St., Suite 406
Princeton, NJ 08542
(609) 924-2426

SURETY

Company:

Hartford Fire Insurance Company

Signature: _____

Name and Title: Steven Raffuel, Attorney-in-Fact

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

Inst: 201945010735 Date: 04/05/2019 Time: 10:39AM
Page 1 of 7 B: 2266 P: 542, Doc Type: UNK
John A. Crawford, Clerk of Court, Nassau County,
By: TS, Deputy Clerk

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after
1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the

Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails

to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____

(Corporate Seal)

Company: _____

(Corporate Seal)

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

Address: _____

Address: _____

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
 BOND, T-12
 One Hartford Plaza
 Hartford, Connecticut 06155
 Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: THE RAFFUEL SURETY GROUP
 Agency Code: 13-653536

- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited** :

Cecelia D. Brown, Steven Raffuel of PRINCETON, New Jersey

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT }
 COUNTY OF HARTFORD } ss. Hartford

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard

Kathleen T. Maynard
 Notary Public
 My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of March 19, 2019
 Signed and sealed at the City of Hartford.



Kevin Heckman
 Kevin Heckman, Assistant Vice President

HARTFORD FIRE INSURANCE COMPANY

Hartford, Connecticut

Financial Statement, December 31, 2017

Statutory Basis

ASSETS

U.S. Government Bonds	\$	577,913,529
Bonds of Other Governments		136,631,915
State, County Municipal		
Miscellaneous Bonds		5,713,878,455
Stocks		5,418,718,399
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and Claim Expense		8,425,803,806
Reserve for Unearned Premiums		2,110,221,060
Reserve for Taxes, License		
and Fees		53,958,612
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Surplus as regards Policyholders	\$	<u>9,916,024,902</u>
Total Liabilities, Capital		
 and Surplus	\$	<u>22,855,297,993</u>

STATE OF CONNECTICUT
 COUNTY OF HARTFORD
 CITY OF HARTFORD

} ss.

Michael R. Hazel, Vice President and Controller, and Allen R. Craig, Assistant Secretary of the Hartford Fire Insurance Company, being duly sworn, each deposes and say that the foregoing is a true and correct statement of the said company's financial condition as of December 31, 2017.

Subscribed and sworn to before me this
 6th day of March, 2018.

Laurie Hansen

Notary Public

LAURIE HANSEN
 NOTARY PUBLIC
 State of Connecticut
 My Commission Expires
 December 31, 2018

Michael R. Hazel
 Vice President and Controller



Allen R. Craig
 Assistant Secretary

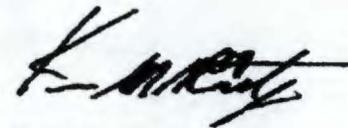
HARTFORD FIRE INSURANCE COMPANY

Is hereby authorized to transact insurance in the
State of Florida.

This certificate signifies that the company has
satisfied all requirements of Florida Insurance
Code for the issuance of a Property And Casualty
Insurer Certificate Of Authority and remains
subject to the laws of Florida.

Date of Issuance: January 01, 1925

No. 06 - 060383750



Kevin M. McCarty
Commissioner
Office of Insurance Regulation



**Florida
Office
of Insurance
Regulation**



ACKNOWLEDGMENT OF SURETY

STATE OF New Jersey

COUNTY OF Burlington

On March 6, 2019, Steven Raffuel to me known, who, being by me duly sworn, did depose and say that he/she is an Attorney In Fact of Hartford Fire Insurance Company the corporation described in and which executed the within instrument; that he/she knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal; and that he/ she signed the said instrument and affixed the said seal as Attorney In Fact by authority of the Board of Directors of said corporation and by the authority of his/her office under Standing Resolutions thereof.



NOTARY PUBLIC

CECELIAD BROWN
Notary Public, State of New Jersey
My Commission Expires
June 21, 2021

