

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 05/19/2021

Contract/Lease Control #: C18-2730-PW

Procurement#: ITB PW 54-18

Contract/Lease Type: AGREEMENT

Award To/Lessee: ASPHALT PAVING SYSTEM, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/01/2018

Expiration Date: 09/30/2022 W/1 1 YR RENEWAL

Description of: SINGLE/DOUBLE CHIP SEAL & FOG SEAL SURFACE TREATMENTS

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

Monitor's FAX # or E-mail: JAUTREY@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS

CONTRACT# C18-2730-PW  
ASPHALT PAVING SYSTEM, INC.  
SINGLE/DOUBLE CHIP SEAL & FOG SEAL  
SURFACE TREATMENTS  
EXPIRES: 09/30/2022 W/1 1 YR RENEWAL



**CONTRACT/LEASE RENEWAL FORM**

Date: 4-21-2021  
Company: Asphalt Paving Systems, Inc.  
Attn: Robert Capoferri  
Address: 8940 Gall Blvd.  
City, St, Zip: Zephyrhills, FL 33541  
RE:

Dear Mr. Capoferri

The Okaloosa County Board of County Commissioners agrees to renew the subject contract/lease, #C18-2730-PW for an additional term. The contract renewal period will be 10/1/21 to 9/30/22. The annual budgeted amount for this contract is \$-100k-200k+. All other terms and conditions of the original agreement shall remain in full force and effect through the duration of this renewal.

If you are in agreement, please sign below and return this form along with a current Certificate of Insurance listing Okaloosa County as co-insured (if applicable).

COUNTY REPRESENTATIVES

AUTHORIZED COMPANY REPRESENTATIVE

Dept. Director Jason T. Autrey, Designated by Jason T. Autrey  
P.E., C.P.M. Date: 02/19/2018 11:00:00 AM  
Signature: \_\_\_\_\_

Contractor: Asphalt Paving Systems, Inc.

Date: \_\_\_\_\_

Approved By: [Signature]  
(as prescribed below on item 1)  
John Hofstad, County Administrator

Approved By: [Signature]

Date: May 18, 2021

Approved By: [Signature]  
(as prescribed below on item 1)  
Carolyn N. Ketchel, Chairman  
Date: May 18, 2021

Title: Robert Capoferri, President

Date: 4-21-2021



**County Department Instructions:**

- 1) Obtain signatures from Department Director, authorized Company Representative and then Purchasing Manager <\$25K and less, OMB Director \$25K to \$50K, County Administrator <\$100K and less or Board >\$100K, as necessary. If Board approval is required, the Chairman and County Administrator's signatures are required. Make sure the company provides a current Certificate of Insurance. (If applicable).
- 2) Keep a copy of this form for your records.
- 3) Send original to Contracts and Lease Coordinator at Purchasing Department.  
If you have any questions please contact the Purchasing Manager at 850-689-5960. Fax: 850-689-5970

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 09-25-2018

Contract/Lease Control #: C18-2730-PW

Procurement#: ITB PW 55-18

Contract/Lease Type: AGREEMENT

Award To/Lessee: ASPHALT PAVING SYSTEMS, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/01/2018

Expiration Date: 09/30/2021 W/2 1 YR RENEWALS

Description of Contract/Lease: SINGLE/DOUBLE CHIP SEAL & FOG SEAL SURFACE TREATMENTS

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

Monitor's FAX # or E-mail: JAUTREY@MYOKALOOSA.COM

Closed:

Cc: Finance Department Contracts & Grants Office

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 <b>McKee Risk Management, Inc.</b> 610 Freedom Business Center Drive, Suite 300 King of Prussia, PA 19406-1329	CONTACT NAME: <b>Joseph J. Meola, CIC, CRM</b>
	PHONE (A/C, No, Ext): <b>609 561-4161</b> FAX (A/C, No): <b>609 567-2824</b> E-MAIL ADDRESS: <b>cmoresco@mckeerisk.com</b>
INSURER(S) AFFORDING COVERAGE	
INSURER A: <b>Starr Indemnity &amp; Liability Company</b>	NAIC # <b>38318</b>
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

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


COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X X	1000025864211	04/01/2021	04/01/2022	EACH OCCURRENCE	\$2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
						MED EXP (Any one person)	\$5,000
						PERSONAL & ADV INJURY	\$2,000,000
						GENERAL AGGREGATE	\$4,000,000
						PRODUCTS - COMP/OP AGG	\$4,000,000
							\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X X	1000008480211	04/01/2021	04/01/2022	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$	X	1000586980211	04/01/2021	04/01/2022	EACH OCCURRENCE	\$10,000,000
						AGGREGATE	\$10,000,000
							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	X	1000004574	04/01/2021	04/01/2022	<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: Pavement Preservation: Micro-Surfacing Treatments; It is agreed that Okaloosa County is listed as Additional Insured with respect to the operations performed by the Named Insured if required by written contract per ISO Forms CG2010-12/19, CG2037-12/19.**

CONTRACT#: C18-2730-PW  
 ASPHALT PAVING SYSTEMS, INC.  
 SINGLE/DOUBLE CHIP SEAL & FOG SEAL SURFACE TREATMENTS  
 EXPIRES: 09/30/2021 W/2 1 YR RENEWALS

CERTIFICATE HOLDER	CANCE
Okaloosa County BOCC 5479 A Old Bethel Road Crestview, FL 32536	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 

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 <b>McKee Risk Management, Inc.</b> 610 Freedom Business Center Drive, Suite 300 King of Prussia, PA 19406-1329	CONTACT NAME: <b>Joseph J. Meola, CiC, CRM</b>
	PHONE (A/C, No, Ext): <b>609 561-4161</b> FAX (A/C, No): <b>609 567-2824</b> E-MAIL ADDRESS: <b>cmoresco@mckeerisk.com</b>
INSURED <b>Asphalt Paving Systems Inc.</b> 500 N. Egg Harbor Road P O Box 530 Hammonton, NJ 08037	INSURER(S) AFFORDING COVERAGE      NAIC #
	INSURER A: <b>American Family Home Insurance Company</b> <b>23450</b>
	INSURER B: <b>Zurich American Insurance Company</b> <b>16535</b>
	INSURER C: <b>American Guaranty &amp; Liability</b> <b>26247</b>
	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	ADDL 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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	88A5GL0000961-01	04/01/2020	04/01/2021	EACH OCCURRENCE      \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence)      \$100,000 MED EXP (Any one person)      \$5,000 PERSONAL & ADV INJURY      \$2,000,000 GENERAL AGGREGATE      \$4,000,000 PRODUCTS - COMP/OP AGG      \$4,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY	X	X	BAP0191409-05	04/01/2020	04/01/2021	COMBINED SINGLE LIMIT (Ea accident)      \$2,000,000 BODILY INJURY (Per person)      \$ BODILY INJURY (Per accident)      \$ PROPERTY DAMAGE (Per accident)      \$ \$
C	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$	X		AUC0191416-04	04/01/2020	04/01/2021	EACH OCCURRENCE      \$10,000,000 AGGREGATE      \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	WC0191407-04	04/01/2020	04/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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: Pavement Preservation: Single/Double Chip Seal & Fog Seal Surface Treatments; It is agreed that Okaloosa he operations performed by the Named Insured if 2010-0413, CG2037-0413 and GL2045-0614.**

CONTRACT#: C18-2730-PW  
 ASPHALT PAVING SYSTEMS, INC.  
 SINGLE/DOUBLE CHIP SEAL & FOG SEAL SURFACE TREATMENTS  
 EXPIRES: 09/30/2021 W/2 1 YR RENEWALS

Okaloosa County 5479 A Old Bethel Road Crestview, FL 32536	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 

# TASK ORDER APPROVAL FORM

CONTRACT #: C18-2730-PW

TASK ORDER #: 4

TASK ORDER AMOUNT: \$ 78,060.80

CONTRACT#: C18-2730-PW  
ASHALT PAVING SYSTEMS, INC.  
SINGLE/DOUBLE SHIP SEAL & FOG  
SURFACE TREATMENTS  
EXPIRES: 09/30/2021 W/2 1 YR RENEWALS

OFFERED BY CONSULTANT:

Asphalt Paving Systems, Inc

FIRM'S NAME

Robert Capoferri

REPRESENTATIVE'S PRINTED NAME

  
SIGNATURE

President

TITLE

8/18/20

DATE

RECOMMENDED FOR APPROVAL  
(Department Director)

  
SIGNATURE

Puben Wass Dae.

TITLE

8/25/20

DATE

APPROVED BY OKALOOSA COUNTY  
(Per Purchasing Manual) Table 1

  
PURCHASING MANAGER

08/25/2020

DATE

Faye Douglas Digitally signed by Faye Douglas  
Date: 2020.08.25 17:51:46  
-05'00'

OMB Director/DATE

08.25.2020

DATE

John Hofstad Digitally signed by John Hofstad  
Date: 2020.08.26 08:29:48 -05'00'

COUNTY ADMINISTRATOR (if applicable)

Robert A. "Trey" Goodwin III  
Chairman, Board of County Commissioners  
(if applicable)

DATE

DATE

Operating						\$	0.45
Prime Seal Roads - Contracted - Surtax 50 in 5	District	Length	Width	SQYD	Cost		
A L Gillman Road		3 8638	19	18235.78	\$	8,206.10	
Auburn Road Ext		1 1943	18	3886.00	\$	1,748.70	
Bush Road		3 2494	15	4156.67	\$	1,870.50	
Canoe Lake Road		3 8209	19	17330.11	\$	7,798.55	
Clary Road		1 5188	17	9799.56	\$	4,409.80	
Cobb Road		3 2774	16	4931.56	\$	2,219.20	
Cosson Circle		1 2551	17	4818.56	\$	2,168.35	
Garrett Mill Road		3 4141	20	9202.22	\$	4,141.00	
George Avenue		1 1245	20	2766.67	\$	1,245.00	
Godfrey Street		1 1573	19	3320.78	\$	1,494.35	
Grimes Avenue		1 727	15	1211.67	\$	545.25	
Hare Street		1 3523	19	7437.44	\$	3,346.85	
Home Hollow Road		1 980	19	2068.89	\$	931.00	
Jack Powell road		1 3913	19	8260.78	\$	3,717.35	
Justice Johnson Road		3 2320	18	4640.00	\$	2,088.00	
Locke Lane		1 1775	19	3747.22	\$	1,686.25	
Ludlum Road		1 8749	20	19442.22	\$	8,749.00	
McClelland Street		1 1511	19	3189.89	\$	1,435.45	
Messick Road		3 996	15	1660.00	\$	747.00	
Middlebrook Road		3 3493	18	6986.00	\$	3,143.70	
Newman Avenue		1 582	20	1293.33	\$	582.00	
Old River Road		3 7280	20	16177.78	\$	7,280.00	
Opportunity Drive		1 942	16	1674.67	\$	753.60	
Parkview Street		1 594	20	1320.00	\$	594.00	
Price Road		3 2892	13	4177.33	\$	1,879.80	
West Dodson Road		3 5280	20	11733.33	\$	5,280.00	

Subtotal 15.97 Miles 173468.44 \$ 78,060.80

Dept. 3301  
Acct. 563001  
Project # ST000021

District 1 \$ 33,406.95  
District 3 \$ 44,653.85  
\$ 78,060.80

Operating					\$	0.45
Prime Seal Roads - Contracted - Surtax 50 In 5	District	Length	Width	SQYD	Cost	
A L Giltman Road		3 8638	19	18235.78	\$	8,206.10
Auburn Road Ext		1 1943	18	3886.00	\$	1,748.70
Bush Road		3 2494	15	4156.67	\$	1,870.50
Canoe Lake Road		3 8209	19	17330.11	\$	7,798.55
Clary Road		1 5188	17	9799.56	\$	4,409.80
Cobb Road		3 2774	16	4931.56	\$	2,219.20
Cosson Circle		1 2551	17	4818.56	\$	2,168.35
Garrett Mill Road		3 4141	20	9202.22	\$	4,141.00
George Avenue		1 1245	20	2766.67	\$	1,245.00
Godfrey Street		1 1573	19	3320.78	\$	1,494.35
Grimes Avenue		1 727	15	1211.67	\$	545.25
Hare Street		1 3523	19	7437.44	\$	3,348.85
Horne Hollow Road		1 980	19	2068.89	\$	931.00
Jack Powell road		1 3913	19	8260.78	\$	3,717.35
Justice Johnson Road		3 2320	18	4640.00	\$	2,088.00
Locke Lane		1 1775	19	3747.22	\$	1,686.25
Ludlum Road		1 8749	20	19442.22	\$	8,749.00
McClelland Street		1 1511	19	3189.89	\$	1,435.45
Messick Road		3 996	15	1660.00	\$	747.00
Middlebrook Road		3 3493	18	6986.00	\$	3,143.70
Newman Avenue		1 582	20	1293.33	\$	582.00
Old River Road		3 7280	20	16177.78	\$	7,280.00
Opportunity Drive		1 942	18	1674.67	\$	753.60
Parkview Street		1 594	20	1320.00	\$	594.00
Price Road		3 2892	13	4177.33	\$	1,879.80
West Dodson Road		3 5280	20	11733.33	\$	5,280.00

Subtotal 15.97 Miles 173468.44 \$ 78,060.80

Dept. 3301  
Acct. 563001  
Project # ST000021

District 1 \$ 33,408.95  
District 3 \$ 44,653.85  
\$ 78,060.80



**TASK ORDER APPROVAL FORM**

CONTRACT #: C18-2730-PW

CONTRACT#: C18-2730-PW  
ASPHALT PAVING SYSTEMS, INC.  
SINGLE/DOUBLE SHIP SEAL & FOG  
SURFACE TREATMENTS  
EXPIRES: 09/30/2021 W/ 2 1 YR RENEWALS

TASK ORDER #: 3

TASK ORDER AMOUNT: \$ 372,957.16

OFFERED BY CONSULTANT:

Asphalt Paving Systems, Inc  
FIRM'S NAME

Robert Capoferri  
REPRESENTATIVE'S PRINTED NAME

[Signature]  
SIGNATURE

President 6/11/20  
TITLE DATE

**RECOMMENDED FOR APPROVAL  
(Department Director)**

**APPROVED BY OKALOOSA COUNTY  
(Per Purchasing Manual) Table 1**

[Signature]  
SIGNATURE

[Signature]  
PURCHASING MANAGER

Public Works Director  
TITLE

06/22/2020  
DATE

6/18/20  
DATE

Digitally signed by Faye Douglas  
Date: 2020.06.22 09:44:42 -0500  
Faye Douglas  
OMB Director/DATE

Digitally signed by John Hofstad  
Date: 2020.06.24 11:20:23 -0500  
John Hofstad  
COUNTY ADMINISTRATOR (if applicable)

DATE  
[Signature]  
Robert A. "Trey" Goodwin  
Chairman, Board of County Commissioners  
(if applicable)



6/24/20  
DATE

JUL 07 2020  
DATE

## Operating

2.15

## Chip Seal Roads - Contracted - Surtax 50 in 5

	Length	Width	SQYD	Cost	
A L Gillman Road	8638	19	18235.78	\$	39,206.92
Auburn Road Ext	1943	18	3886.00	\$	8,354.90
Bush Road	2494	15	4156.67	\$	8,936.83
Canceo Lake Road	8209	19	17330.11	\$	37,259.74
Clary Road	5188	17	9799.56	\$	21,069.04
Cobb Road	2774	16	4931.56	\$	10,602.84
Cosson Circle	2551	17	4818.56	\$	10,359.89
Garrett Mill Road	4141	20	9202.22	\$	19,784.78
George Avenue	1245	20	2766.67	\$	5,948.33
Godfrey Street	1573	19	3320.78	\$	7,139.67
Grimes Avenue	727	15	1211.67	\$	2,605.08
Hare Street	3523	19	7437.44	\$	15,990.51
Home Hollow Road	980	19	2068.89	\$	4,448.11
Jack Powell road	3913	19	8260.78	\$	17,760.67
Justice Johnson Road	2320	18	4640.00	\$	9,976.00
Locke Lane	1775	19	3747.22	\$	8,056.53
Ludlum Road	8749	20	19442.22	\$	41,800.78
McClelland Street	1511	19	3189.89	\$	6,858.26
Messick Road	996	15	1660.00	\$	3,569.00
Middlebrook Road	3493	18	6986.00	\$	15,019.90
Newman Avenue	582	20	1293.33	\$	2,780.67
Old River Road	7280	20	16177.78	\$	34,782.22
Opportunity Drive	942	16	1674.67	\$	3,600.53
Parkview Street	594	20	1320.00	\$	2,838.00
Price Road	2892	13	4177.33	\$	8,981.27
West Dodson Road	5280	20	11733.33	\$	25,226.67
Subtotal			173468.44	\$	372,957.16

Dept. 3301

Acct. 563001

Project # ST000021

# TASK ORDER APPROVAL FORM

CONTRACT #: C18-2730-PW

TASK ORDER #: 2

TASK ORDER AMOUNT: \$ 114,116.67

CONTRACT#: C18-2730-PW  
ASPHALT PAVING SYSTEMS, INC.  
SINGLE/DOUBLE SHIP SEAL & FOG  
SURFACE TREATMENTS  
EXPIRES: 09/30/2021 W/2 1 YR RENEWALS

OFFERED BY CONSULTANT:

Asphalt Paving Systems, Inc

FIRM'S NAME

Robert Capoferri

REPRESENTATIVE'S PRINTED NAME

SIGNATURE 

President

TITLE

01/07/2020

DATE

**RECOMMENDED FOR APPROVAL  
(Department Director)**

SIGNATURE 

Julie Wicks DIR.

TITLE

DATE 1/16/20

COUNTY ADMINISTRATOR (if applicable)

John Hofstad

DATE 1/30/20

**APPROVED BY OKALOOSA COUNTY  
(Per Purchasing Manual)**

- \$25,000 or less approved by Purchasing Manager
- \$25,001 to \$50,000 approved by OMB Director
- Between \$50,001 and \$100,000 approved by Purchasing Director and County Administrator
- In excess of \$100,000 approved by the Board.

SIGNATURE Jeffrey A. Ziegler

PURCHASING MANAGER

DATE 01/21/2020

SIGNATURE Jay Womack

OMB Director/DATE

DATE 01.24.2020

SIGNATURE   
Robert A. "Trey" Goodwin III  
Chairman, Board of County Commissioners  
(if applicable)

DATE FEB 18 2020



District 3 Task Order 2	Contract # C18-2730-PW	Acct # 3201-563170	MOT/MOB	\$ 3,750.00	\$ 110,366.67	Total APS	\$ 114,116.67
District 3					Chip Seal/Fog		
Road Name	From	To	District		Seal	Feet	Width
Rattlesnake Bluff Rd	SR 85 South	End of Chip Seal	3		100%	21000	22

Contract 2730           \$           110,366.67  
 MOB & MOT           \$           3,750.00  
Task order 2 for 2730   \$           **114,116.67**

Client#: 37227

ASHPAV1

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/09/2019

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 PO Box 1409 Wildwood, NJ 08260
CONTACT NAME: Joseph J. Meola, CIC, CRM
PHONE (A/C, No, Ext): 609 522-3406 FAX (A/C, No): 609 522-2844
E-MAIL ADDRESS: jmeola@jbyrneagency.com
INSURER(S) AFFORDING COVERAGE: INSURER A: American Family Home Insurance Company NAIC #: 23450
INSURER B: Zurich American Insurance Company 16535
INSURER C: American Guaranty & Liability 26247
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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Pavement Preservation: Single/Double Chip Seal & Fog Seal Surface Treatments; it is agreed that Okaloosa County is included as an Additional Insured with respect to the operations performed by the Named Insured if required by written contract per ISO Forms CG2001-0413, CG2010-0413, CG2027-0413 and CG2045-0414

CERTIFICATE HOLDER: Okaloosa County, 5479 A Old Bethel Road, Crestview, FL 32536
CONTRACT#: C18-2729-PW
ASPHALT PAVING SYSTEMS, INC.
MICRO-SURFACE TREATMENTS
EXPIRES: 09/3/2021 W/2 1 YR RENEWALS

SHOULD THE INSURED BE NOTICED OF ANY CHANGE IN RISK, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

# TASK ORDER APPROVAL FORM

CONTRACT #: C18-2730-PW

TASK ORDER #: 1

TASK ORDER AMOUNT: \$ 87,504.44

**CONTRACT#: C18-2730-PW  
ASPHALT PAVING SYSTEMS, INC.  
SINGLE/DOUBLE SHIP SEAL & FOG  
SURFACE TREATMENTS  
EXPIRES: 09/31/2021 W/2 1 YR RENEWALS**

OFFERED BY CONSULTANT:

Asphalt Paving Systems, Inc

FIRM'S NAME

Robert Capoferri

REPRESENTATIVE'S PRINTED NAME

SIGNATURE

President

3/25/19

TITLE

DATE

**RECOMMENDED FOR APPROVAL  
(Department Director)**

**APPROVED BY OKALOOSA COUNTY  
(Per Purchasing Manual)**

- \$25,000 or less approved by Purchasing Manager
- \$25,001 to \$50,000 approved by OMB Director
- Between \$50,001 and \$100,000 approved by Purchasing Director and County Administrator
- In excess of \$100,000 approved by the Board.

SIGNATURE

PURCHASE MANAGER DIR.

TITLE

4/1/19  
DATE

SIGNATURE

04/02/2019

DATE

Interim OMB Director/DATE

4/2/19  
DATE

Greg Kisela

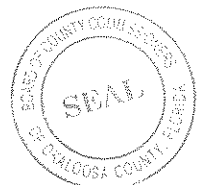
John Hofstad  
COUNTY ADMINISTRATOR (if applicable)

4/2/19  
DATE

**APR 16 2019**

CHAIRMAN (if applicable)  
Charles K. Windes, Jr.

Charles K. Windes, Jr.  
DATE



District 1 Task Order 1	Contract # C18-2730-PW	Acct # 3201-563189	MOT/MOB	\$ 2,723.19	\$ 60,821.11	Total APS	\$ 63,544.30
District 1					Chip Seal/Fog		
Road Name	From	To	District		Seal	Feet	Width
Lake Ella Road	Poverty Creek Rd	*Bridge Approach*	1		100%	12730	20
District 3 Task Order 1	Contract # C18-2730-PW	Acct # 3201-563188	MOT/MOB	\$ 1,026.81	\$ 22,933.33	Total APS	\$ 23,960.14
District 3					Chip Seal/Fog		
Road Name	From	To	District		Seal	Feet	Width
Griffith Cemetary Rd	Buck Ward Rd	Old River Rd	3N		100%	4800	20

Contract 2730           \$           83,754.44  
 MOB & MOT           \$           3,750.00  
 Task order 1 for 2730   \$           87,504.44



# Board of County Commissioners Purchasing Department

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State of Florida

Date: July 27, 2018

OKALOOSA COUNTY PURCHASING DEPARTMENT  
NOTICE OF INTENT TO AWARD  
ITB PW 55-18

Pavement Preservation: Single/Double Chip Seal & Fog Seal Surface Treatments

The Department of Public Works would like to thank all businesses which submitted responses to the Pavement Preservation: Single/Double Chip Seal & Fog Seal Surface Treatments. (ITB PW 55-18)

After in-depth examination of all submittals in accordance with the County's Purchasing Manual, the County announces its intent to award the contract/purchase order to the following:

**Asphalt Paving Systems, Inc.**  
**9021 Wire Rd.**  
**Zephyrhills, FL 33540**

This Notice of Intent does NOT constitute the formation of a contract/purchase order between Okaloosa County and the apparent successful bidder/respondent. The County reserves the right to enter into negotiations with the successful bidder/respondent in order to finalize contract terms and conditions. No agreement is entered into between the County and any parties until a contract is approved and fully executed.

Any person/entity desiring to file a procurement protest must meet all the standards and criteria in accordance with Section 30 of the Okaloosa County Purchasing Manual. Failure to file a protest within the time prescribed in Section 30.02 of the Okaloosa County Purchasing Manual, shall constitute a waiver of protest proceedings.

Sincerely,

  
Jeffrey Hyde  
Purchasing Manager



A NEW WAY TO SIGN IN - If you already have a SAM account, use your **SAM email** for login.gov.

[Log In](#)  
[Login.gov FAQs](#)

ALERT - June 11, 2018: Entities registering in SAM must submit a [notarized letter](#) appointing their authorized Entity Administrator. Read our [updated FAQs](#) to learn more about changes to the notarized letter review process and other system improvements.

# Search Results

## Quick Search Results

Your search returned the following results...

**Notice:** This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

Entity	Asphalt Paving Systems, Inc.	Status: Active
DUNS: 033782330	CAGE Code: 81Q56	<a href="#">View Details</a>
Has Active Exclusion?: No	DoDAAC:	
Expiration Date: 02/06/2019	Debt Subject to Offset? No	
Purpose of Registration: All Awards		



- [Search Records](#)
- [Data Access](#)
- [Check Status](#)
- [About](#)
- [Help](#)
- [Disclaimers](#)
- [Accessibility](#)
- [Privacy Policy](#)
- [FAPIIS.gov](#)
- [GSA.gov/IAE](#)
- [GSA.gov](#)
- [USA.gov](#)

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WWW5

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

PROCUREMENT/CONTRACT/LEASE  
INTERNAL COORDINATION SHEET

Procurement/Contract/Lease Number: TBD Tracking Number: 308218  
Procurement/Contractor/Lessee Name: Asphalt Paving Systems Grant Funded: YES \_\_\_ NO X  
Purpose: Pavement Restoration: micro chip, fog seal  
Date/Term: 3 yrs w 21 yr renewals 1.  GREATER THAN \$100,000  
Amount: depends on amount needed 2.  GREATER THAN \$50,000  
Department: PW 3.  \$50,000 OR LESS  
Dept. Monitor Name: Autrey

**Purchasing Review**  
Procurement or Contract/Lease requirements are met:  
Dylan Moon Date: 8-2-18  
Purchasing Manager or designee Jeff Hyde, DeRita Mason

**2CFR Compliance Review (if required)**  
Approved as written: no federal funds Date: \_\_\_\_\_  
Grants Coordinator Danielle Garcia

**Risk Management Review**  
Approved as written:  
Krystal King Date: 8-6-18  
Risk Manager or designee Laura Porter or Krystal King

**County Attorney Review**  
Approved as written: see email attached Date: 8-5-18  
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:  
**Clerk Finance**  
Document has been received:  
\_\_\_\_\_  
Finance Manager or designee Date: \_\_\_\_\_

## DeRita Mason

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**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Sunday, August 05, 2018 7:50 PM  
**To:** DeRita Mason  
**Cc:** Lynn Hoshihara  
**Subject:** RE: Asphalt Paving Systems Contract ITB PW 55-18

The above referenced contract is approved for legal purposes.

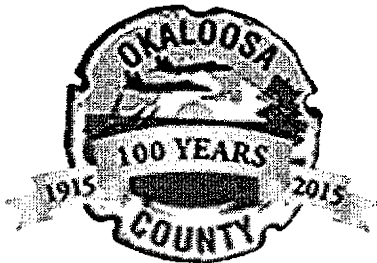
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**From:** DeRita Mason [mailto:dmason@myokaloosa.com]  
**Sent:** Thursday, August 02, 2018 3:42 PM  
**To:** Parsons, Kerry  
**Cc:** Lynn Hoshihara  
**Subject:** Asphalt Paving Systems Contract ITB PW 55-18

Please review and approve.

Thank you,

DeRita



DeRita Mason  
Contracts and Lease Coordinator  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, Florida 32536  
(850) 689-5960  
dmason@myokaloosa.com

**AGREEMENT  
FOR ITB PW 55-18  
WITH ASPHALT PAVING SYSTEMS, INC.  
FOR PAVEMENT PRESERVATION: SINGLE/DOUBLE CHIP SEAL & FOG SEAL  
SURFACE TREATMENTS**

This Agreement is entered into by and between Okaloosa County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, situated at 1250 N. Eglin Parkway, Shalimar, FL (hereinafter the "County"), and Asphalt Paving System, Inc., a Foreign Profit Corporation, certified to do business in the state of Florida, whose principal address is 9021 Wire Rd., Zephyrhills, FL 33540(hereinafter the "Contractor").

**WITNESSETH**

**WHEREAS**, the Contractor responded to the ITB PW 55-18 for **Single/Double Chip Seal & Fog Seal Surface Treatments**; and

**WHEREAS**, the County has now determined that it is in the best interest of the County to enter into an Agreement with the Contractor.

**NOW, THEREFORE**, the parties hereto agree as follows:

**1. INCORPORATION OF DOCUMENTS**

The following documents are incorporated by reference into this Agreement and are attached hereto:

1. Invitation to Bid & Respondent's Acknowledgement, ITB PW 55-18, **Single/Double Chip Seal & Fog Seal Surface Treatments**, date of opening July 18, 2018, attached hereto as Exhibit "A" and any addendums thereto.
2. Exhibit "B", Standard Contract Clauses, attached hereto and made a part of the agreement.

All terms within the above referenced documents are in full force and effect and shall be binding upon both parties.

**2. SCOPE OF SERVICES**

The Contractor will Pavement Restoration services, such as Single/Double Chip Seal & Fog Surface Treatment. Further detail of this scope is outlined in attached "Exhibit A" and any addendums attached hereto.

**3. PAYMENT**

The Contractor will be paid upon, receipt of goods and submission of invoice, through the requesting department.

#### **4. DURATION OF AGREEMENT AND TERMINATION**

The Agreement will begin on October 1, 2018 and run through September 30, 2021 with the option for two (2) one (1) year renewal periods upon agreement by both parties and upon advance notice of ninety days.

The County may terminate this Agreement for cause, if it determines that the Contractor is not satisfactorily performing the requirements under this Agreement, upon thirty (30) days written notice of the deficiency in writing. Such notice shall provide reasonable specificity to the Contractor of the deficiency that requires correction. The Contractor shall have ten (10) days to cure the deficiency. If the deficiency is not corrected within the time period provided, the County may either (1) terminate the Agreement, or (2) take whatever action is deemed appropriate by the County to correct the deficiency. In the event that the County chooses to take action and not terminate the Agreement, the Contractor shall, upon demand, promptly reimburse the County for any and all costs and expenses incurred by the County in correcting the deficiency.

This Agreement may be terminated without cause by the County upon thirty (30) days written notice to Contractor. The County further reserves the right to unilaterally cancel this Agreement for refusal of the Contractor to permit public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are exempt by law.

If the County terminates the Agreement with or without cause, the County will notify the Contractor of such termination in writing, with instructions to the effective date of termination. The Contractor shall be paid only for work satisfactorily performed up to the point of termination for which costs can be substantiated.

#### **5. AUDIT PROVISION**

The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions and requirements of this Agreement and such right shall extend for a period of three (3) years after termination of this Agreement.

#### **6. INSURANCE PROVISION**

##### **CONTRACTORS INSURANCE**

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida.

3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. Where applicable, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies of any insurance policies to document the insurance coverage specified in this Agreement.
7. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

#### **WORKERS' COMPENSATION INSURANCE**

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance

shall also include Employer's Liability coverage.

## **BUSINESS AUTOMOBILE LIABILITY**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

## **COMMERCIAL GENERAL LIABILITY INSURANCE**

1. The Contractor shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
3. Commercial General Liability coverage shall include the following:
  - 1.) Premises & Operations Liability
  - 2.) Bodily Injury and Property Damage Liability
  - 3.) Independent Contractors Liability
  - 4.) Contractual Liability
  - 5.) Products and Completed Operations Liability
4. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

## LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Worker's Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1M each occurrence (A combined single limit)
3. Commercial General Liability	\$1M each occurrence for Bodily Injury & Property Damage \$1M each occurrence Products and completed operations
4. Personal and Advertising Injury	\$1M each occurrence

## NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

## INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

**Note: For Contractor's convenience, this certification form is enclosed and is made a part of the bid package.**



## **CERTIFICATE OF INSURANCE**

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject any deductible/SIR above \$10,000. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the Contractor has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

## **GENERAL TERMS**

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Contractor under all the foregoing policies of insurance.

## **UMBRELLA INSURANCE**

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

## **7. INDEPENDENT CONTRACTORS**

Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

## **8. ASSIGNMENTS**

Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

## **9. NOTICES**

All notices required by this Agreement shall be in writing to the representatives listed below:

The authorized representative of the County shall be:

Jason Autrey, Public Works Director  
1759 S. Ferdon Boulevard.  
Crestview, FL 32536  
Phone: 850-689-5772  
Email: [jautrey@myokaloosa.com](mailto:jautrey@myokaloosa.com)

The authorized representative(s) for the Contractor shall be:

Robert Capoferri, President  
Asphalt Paving Systems, Inc.  
9021 Wire Rd.  
Zephyrhills, FL 33540  
Phone: 813-788-0010  
Fax: 813-788-0020  
Email: [dgannonaps@gmail.com](mailto:dgannonaps@gmail.com)

Courtesy copy to:

Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, FL 32536  
Phone: 850-689-5960  
Fax: 850-689-5998  
Email: [dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)

Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least five (5) business days prior notice of the address change.

## **10. PUBLIC RECORDS**

Contractor shall adhere to the Public Records law of Florida.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (INSERT TELEPHONE NUMBER, E-MAIL ADDRESS, AND MAILING ADDRESS).**

Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

1. Keep and maintain public records required by the County to perform the service.

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 for the duration of the agreement term and following completion of the agreement if the contractor does not transfer the records to the County.
4. Upon completion of the agreement, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the agreement, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the agreement, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

#### **11. GOVERNING LAW & VENUE**

This Agreement shall be interpreted in accordance with the laws of the State of Florida without regard to its principles of conflicts of laws. Venue for any legal proceedings arising out of this Agreement shall be in the state courts of Okaloosa County, Florida.

#### **12. THIRD PARTY BENEFICIARIES**

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

#### **13. TAXES**

Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges for the performance of services under this Agreement when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of this Agreement.

#### **14. ENTIRE AGREEMENT AND WAIVER**

This Agreement and all Exhibit(s) as incorporated herein contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it

has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties and signed by both parties.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

#### **15. SEVERABILITY**

If any term or condition of this Agreement shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

#### **16. REPRESENTATION OF AUTHORITY TO CONTRACTOR/SIGNATORY**

The individual signing this Agreement on behalf of Asphalt Paving Systems, Inc. represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Asphalt Paving Systems, Inc. represents and warrants to the County that the execution and delivery of the Agreement and the performance of Asphalt Paving Systems, Inc. obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

#### **17. COMPLIANCE WITH LAWS**


Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Work, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Work, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

#### **18. FEDERAL REGULATIONS**

The contractor agrees to comply with all federal, state and local laws, rules and regulations, including but not limited to, those set forth in Exhibit "B", which is expressly incorporated herein as a part of this agreement.

IN WITNESS WHEREFORE, the parties hereto have executed this Agreement as of the day and year written below.

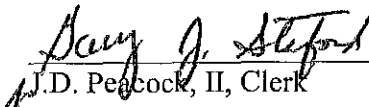
ASPHALT PAVING SYSTEMS, INC.

  
\_\_\_\_\_  
Signature

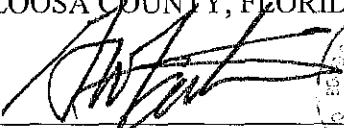
Robert Capoferri, President  
\_\_\_\_\_  
Print Name

Date: 08 / 13 / 2018

OKALOOSA COUNTY, FLORIDA

  
\_\_\_\_\_  
J.D. Peacock, II, Clerk



  
\_\_\_\_\_  
Graham Fountain, Chairman



Date: 9 / 18 / 18

## Exhibit "B"

### Standard Contract Clauses

#### Title VI Clauses for Compliance with Nondiscrimination Requirements

##### Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- 1. Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
- 4. Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5. Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract

sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

**6. Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

##### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252); (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);



- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

**FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The *contractor* has full responsibility to monitor compliance to the referenced statute or regulation. The *contractor* must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

**OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may

cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

### **E-VERIFY**

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-
  - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
  - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
  - c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
  - a. All new employees.
    - i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
    - b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or

ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)

- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-
- i. Enrollment in the E-Verify program; or
  - ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.
- i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.
  - ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

- (a) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph € (appropriately modified for identification of the parties in each subcontract that-

- (1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS contractor, and are normally provided for that COTS item); or
  - (ii) Construction;
- (2) Has a value of more than \$3,500; and
- (3) Includes work performed in the United States.




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## INVITATION TO BID (ITB) & RESPONDENT'S ACKNOWLEDGEMENT

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**ITB TITLE:**

Pavement Preservation: Single/Double Chip Seal &  
Fog Seal Surface Treatments

**ITB NUMBER:**

ITB PW 55-18

**LAST DAY FOR QUESTIONS:**

July 9, 2018 3:00 P.M. CST

**ITB OPENING DATE & TIME:**

July 18, 2018 3:00 P.M. CST

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**NOTE: BIDS RECEIVED AFTER THE BID OPENING DATE & TIME WILL NOT BE CONSIDERED.**

Okaloosa County, Florida solicits your company to submit a bid on the above referenced goods or services. All terms, specifications and conditions set forth in this ITB are incorporated into your response. A bid will not be accepted unless all conditions have been met. All bids must have an authorized signature in the space provided below. All bids must be sealed and received by the Okaloosa County Clerk of Court by the "ITB Opening Date & Time" referenced above. The official clock for the purpose of receiving bids is located in the Clerk of Court, Brackin Building Conference & Training Room, #305 located at 302 N. Wilson St, Crestview, FL 32536. All envelopes containing sealed bids must reference the "ITB Title", "ITB Number" and the "ITB Opening Date & Time". Okaloosa County is not responsible for lost or late delivery of bids by the U.S. Postal Service or other delivery services used by the respondent. Neither faxed nor electronically submitted bids will be accepted. Bids may not be withdrawn for a period of sixty (60) days after the bid opening unless otherwise specified.

---

**RESPONDENT ACKNOWLEDGEMENT FORM BELOW MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR BID. BIDS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE RESPONDENT.**

COMPANY NAME Asphalt Paving Systems, Inc.

MAILING ADDRESS 9021 Wire Road

CITY, STATE, ZIP Zephyrhills, FL 33540

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 22-3787755

TELEPHONE NUMBER: 813-788-0010 EXT: \_\_\_\_\_ FAX: 813-788-0020

EMAIL: DGannonAPS@gmail.com

I CERTIFY THAT THIS BID IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDENT SUBMITTING A BID FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS BID AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS BID FOR THE RESPONDENT.

AUTHORIZED SIGNATURE: \_\_\_\_\_ TYPED OR PRINTED NAME Robert Capoferri

TITLE: President DATE 7/18/2018

## NOTICE TO RESPONDENTS ITB PW 55-18

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed bids until **3:00 p.m. (CST) July 18<sup>th</sup>, 2018**, for the **Pavement Preservation: Single/Double Chip Seal & Fog Surface Treatment**, at which time and place all bids will be publicly opened and read aloud

Interested respondents desiring consideration shall provide one (1) original and two (2) copies (total of 3) of their Invitation to Bid (ITB) response with the respondent's areas of expertise identified. Submissions shall be portrait orientation, unbound, and 8 ½" x 11" where practical.

**All originals must have original signatures in blue ink.** Bid documents are available for download by accessing the Okaloosa County website at <http://www.co.okaloosa.fl.us/purchasing/home> then accessing the link "View Current Solicitations" or by accessing the Florida Purchasing Group website at <https://www.bidnetdirect.com/florida>.

At **3:00 p.m. (CST), July 18<sup>th</sup>, 2018**, all bids will be opened and read aloud. All bids must be in sealed envelopes reflecting on the outside thereof the Respondent's name and "**Pavement Preservation: Single/Double Chip Seal & Fog Surface Treatment**". The County will consider all bids properly submitted at its scheduled bid opening in the **Conference & Training Room #305 – (old First National Bank Bldg.)** located at 302 N. Wilson St, Crestview, FL 32536. Bids may be submitted prior to bid opening by being delivered in person or by mail to the Clerk of Circuit Court, 302 N. Wilson St., #203, Crestview, FL 32536.

**NOTE: Crestview, FL is not a next day guaranteed delivery location by most delivery services. Respondents using mail or delivery services assume all risks of late or non-delivery.**

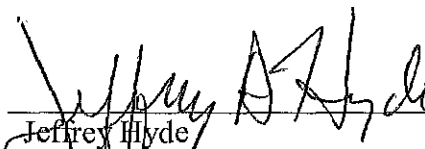
The County reserves the right to award the bid to the lowest responsive respondent and to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting Agreement that is in its best interest and its decision shall be final.

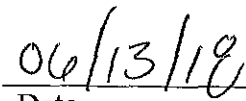
Any Respondent failing to mark outside of the envelope as set forth herein may not be entitled to have their bid considered.

All bids should be addressed as follows:

**Pavement Preservation: Single/Double Chip Seal & Fog Surface Treatment**

Clerk of Circuit Court  
Attn: BCC Records  
Newman C. Brackin Bldg.  
302 N. Wilson St. #203  
Crestview FL 32536

  
\_\_\_\_\_  
Jeffrey Hyde  
Purchasing Manager

  
\_\_\_\_\_  
Date

OKALOOSA COUNTY  
BOARD OF COUNTY COMMISSIONERS

Graham W. Fountain  
Chairman

# SPECIFICATIONS

**BID #: ITB PW 55-18**

**BID ITEM: Pavement Preservation: Single/Double Chip Seal & Fog Surface Treatment**

## GENERAL

The purpose of this document is to secure sealed bids for a Miscellaneous Road Resurfacing Unit Price Contract for Okaloosa County roadways.

### 1.0 SCOPE OF WORK

**1.1** The scope of work will include, but not be limited to, all field layout, furnishing all equipment, labor, materials, including maintenance of traffic required to complete an application of various bituminous surface treatments, in accordance with these specifications and in substantial conformance with the limits established by Okaloosa County Public Works. There is no annual guarantee of work volume. The contract will not preclude the County from seeking alternate contracts on a case by case basis for new construction and existing facilities. All work performed under this Contract shall be assigned by way of task orders. In addition, task orders shall be considered the Notice to Proceed in accordance with the terms of this Contract.

**1.2** The contractor will supply all material including, but not limited to, aggregate and emulsion. The contractor will also be responsible for providing all labor, equipment, fuel, traffic control, placement of signs, residence notification, sweeping, construction and application procedures required for surface treatments.

**1.3** Okaloosa County expects to complete various types of pavement preserving surface treatments on an annual basis. The types of surface treatment Okaloosa County is expecting to use on various roads throughout the County are Fog Seal, Single Chip Seal, and Double Chip Seal treatments. Anticipated annual quantities are as follows:

Fog Seal: 55,000 square yards/year  
Single Chip: 50,000 square yards/year  
Double Chip: 5,000 square yards/year

These are only estimated quantities and are subject to change at the County's discretion and changing budget availability.

### ASPHALTIC SURFACE TREATMENT (CHIP SEAL) SPECIFICATIONS

The work specified in this section consists of furnishing and applying a single, double or triple application of bituminous surface treatment on a paved roadway or on a prepared road base, compacted to the lines, grades, and thickness established by the County and in substantial conformance with the limits established by the owner.

Description: Chip Seal is a pavement surface treatment option that combines a layer of polymer modified liquid asphalt emulsion placed on a prepared base with a layer of aggregate spread and compacted while the asphalt is still liquid.

**Materials:**

**Aggregates:** Crushed granite conforming to FDOT specifications section 901, table 1 for #89, #78 or #67 gradation for coarse aggregates except as modified herein. The aggregate shall be washed granite obtained from a source approved by the owner. Sampling and testing of aggregate shall be the responsibility of the contractor. Copies of test results from the aggregate supplier shall be furnished to the owner prior to the start of the surface treatment.

All aggregate, #89, #78 and #67 shall be treated prior to application with Emulsified Asphalt Grade CSS-1H at the rate of .4% to .8% residual asphalt. All aggregate, clean broken stone, shall be pre-coated with an asphaltic material prior to the oil and chip process. All of the stone shall have 100% total coverage. A pugmill shall be used to pre-coat the stone. Stone having less than 100% total coverage shall not be used. The emulsified asphalt grade CSS-1H shall coat the entire surface of all of the aggregate. The pre-coating process is to take place at a location that is approved by the County. The County shall approve the pre-coated aggregate before the seal coat process begins.

All costs for the pre-coating and placement of aggregate shall be included in the cost of the items surface treatment CRS-2P and asphaltic pre-coated cover material, clean broken stone.

Payment shall not be made for the surface treatment/pre-coated cover material, clean broken stone unless a representative of the County is present to observe the pre-coating process.

**Liquid bituminous material for surface treatment:** CRS-2P liquid bituminous material conforming to AASHTO M 316-99. When CRS-2P is specified apply the following modifications:

- a.) Distill the CRS-2P at 400°F for 20 min. and
- b.) Provide Polymer-Modified Cationic Emulsified Asphalt, CRS-2P produced by using polymer modified base asphalt only. The emulsion shall be pumpable and suitable for application through a distributor truck.

The Cationic mixing grade shall be homogenous and of high quality. The material shall be prepared from straight-run Venezuelan Asphalt of high ductility and shall contain a rubber hydrocarbon additive derived from latex in addition to carefully controlled amounts of selected diluents to promote work ability and minimize stripping. Additives that enhance pavement performance are subject to approval by the County. The polymer material shall be co-milled into the asphalt or added to the emulsifier solution prior to the emulsification process. The amount of polymer modifier shall not be less than 3.0% polymer solids based on the asphalt content (by weight) and will be certified by the emulsified asphalt supplier.

**Cationic Asphalt Emulsion**

Material Designation		
Test on Emulsion:	Minimum	Maximum
Viscosity, Saybolt Furol, 77 degrees F (25 C), s	---	---
Viscosity, Saybolt, 122 degrees F (50 C), s	100	400
Demulsibility, 35ml, 0.8 percent DSS, %	70	-
Sieve Test, %	-	0.1
Storage Stability	-	1
Residue by Distillation, 350°F max, %	65	---
Oil distillate, % by volume of emulsion	---	0.5
Residue Test, ASTM D 244 Low Temp	Minimum	Maximum



Penetration, 77°F, 100gr, 5 sec	70	150
Elastic Recovery, ASTM D 6084, method B, 77°F, 5 cm/min, %	50	-
Softening Point, °F	125	-
Solubility in Trichloroethylene, %	97.0	-

**Material Samples:**

The County will require the Contractor to sample and test each load of emulsion prior to delivery. The Contractor will also provide a sample of the emulsion, on site, prior to commencing work. The County will require the Contractor to provide sample containers and a local Independent testing laboratory with no affiliation to the emulsion supplier for the analyzing of emulsion. The Contractor will be responsible for the cost of the testing. The County reserves the right to test any shipment of emulsion that is believed to be of substandard. All samples shall be shipped and stored in clean air tight sealed wide mouth jars or bottles made of plastic.

**Equipment:**

**Distributor:**

The liquid bituminous material shall be applied with a truck mounted, pressure distributor that has been calibrated within the previous twelve (12) months, for transverse and longitudinal application rate. The distributor shall be equipped, maintained and operated so that the bituminous material can be applied at controlled temperatures and rates from .035 to 1.5 gallons per square yard. The distributor shall be capable of applying bituminous material of variable widths up to sixteen (16) feet. The distributor shall uniformly apply the bituminous material to the specified rate with a maximum allowed variation of 0.015 gallons per square yard. Distributor equipment shall include tachometer, accurate volume measuring device, a calibrated tank and a thermometer for measuring the temperature of the tank's contents. Distributors shall be equipped with a heating device, asphalt pump and full circulating spray bars adjustable laterally and vertically. Distributors and transport trailers shall be equipped with a sampling valve. Distributor trucks shall be of the pressure type with insulated tanks. The use of gravity distributors will not be permitted. The valves shall be operated by levers so that one or all valves may be quickly opened or closed in one operation. The valves which control the flow from nozzles shall act positively so as to provide a uniform unbroken spread of bituminous material on the surface. The distributor shall be equipped with devices and charts to provide for accurate and rapid determination and control of the amount of bituminous material being applied and with a bitumeter of the auxiliary wheel type registering speed in feet per minute, and trip and total distance in feet. Two distributor trucks will be required on all projects.

**Aggregate Spreader:**

The aggregate spreader shall be a self-propelled unit capable of uniformly spreading the aggregate at the required rate on a minimum width of six (6") inches wider than the width of the lane to be treated. The spreader shall be calibrated within the previous twelve (12) months for transverse and longitudinal application. The spreader shall be capable of extending to a width of 22 feet. The spreader shall be equipped with a computer-controlled aggregate/chip spreader in order to ensure the appropriate aggregate coverage at varying speeds, unless approved otherwise by Engineer.

**Rollers:**

The contractor shall use one, ten (10) ton steel wheeled roller and two, eight (8) to twelve (12) ton self-propelled pneumatic tire rollers with oscillating wheels and low pressure, smooth tires. Maintain the inflation of the tires such that in no two tires the air pressure varies more than 5 psi. The rollers will be equipped with an operating water system and coco pads. A sufficient number of rollers and a sufficient number of passes shall

be used to ensure cover aggregate is properly rolled.

**Self-Propelled Rotary Power Broom:**

The self-propelled rotary broom shall be designed, equipped, maintained and operated so the pavement surface can be swept clean. The broom shall have an adjustment to control the downward pressure.

**Additional equipment:**

Additional equipment will be needed to complete the operations required by this technical provision. All equipment necessary for the successful completion of projects governed by this technical provision shall be included in the unit costs associated herein. Availability of quality assurance devices (such as a 10' straight edge) shall be the responsibility of the Contractor.

**Construction:**

**Layout:**

The Contractor will be responsible for the string lining and lay out of the roadway prior to paving.

**Weather and Seasonal limitations:**

The surface treatment shall not be applied to a wet surface or when rain is occurring or the threat of rain is present immediately before placement. The surface treatment shall not be applied when the temperature is less than 50 degrees Fahrenheit in the shade. When applying emulsions, the temperature of the surface shall be a minimum of 55°F, and no more than 140°F.

**Preparation of Surface:**

The chip seal material shall be placed on a firm unyielding prepared roadway. The Contractor shall be responsible for clipping back shoulders and removing overburden or any other vegetation or debris to ensure that the road is free of organic and deleterious material. The contractor will be responsible for blowing or sweeping the road immediately ahead of the chip seal operation to make sure the road is free of loose aggregate and other debris.

**Application of bituminous material:**

Liquid bituminous material shall be applied by means of a pressure type distributor in a uniform, continuous spread over the section to be treated. The distributor shall be moving forward at the proper speed when the liquid is discharged onto the pavement to provide an even and consistent application at the rate prescribed. If any areas are deficient the operation shall be stopped and corrected immediately. The liquid shall not be applied more than two hundred (200') feet in advance of the aggregate spreader when the ambient air temperature is above 75 degrees or one hundred (100') feet if the air temperature is below 75 degrees.

- **Single Chip Seal:** Application of the liquid bituminous material shall be applied at a rate of .38 -.45 gallons per square yard depending on the composition of the existing road bed, surface texture and the size of the aggregate in use.
- **Double Chip Seal:** The second application of liquid bituminous material shall be applied at a rate of .38 - .42 gallons per square yard depending upon the size of the first layer of aggregate that the liquid is sprayed upon and the size of the aggregate being placed over the first application of surface treatment.
- **Triple Chip Seal:** The third application of liquid bituminous material shall be applied at a rate of .32 - .38 gallons per square yard depending upon the size of the first two layers of aggregate that the liquid is sprayed upon and the size of the aggregate being placed over the first and second applications of surface treatment.

**Application of cover Aggregate:**

Immediately following the spray application of the liquid bituminous material, cover aggregate shall be spread over the liquid material at a rate of 18 – 30 lbs square yard depending upon the type of road base and/or the size of the existing aggregate that is being resurfaced.

**Rolling:**

Immediately following the first application of the cover material, roll the entire surface with a pneumatic roller, followed immediately with the steel drum roller. Cover the entire surface one time with the steel drum roller. Then, roll the cover material again with the pneumatic roller. Continue rolling as long as necessary to ensure thorough keying of the cover aggregate into the liquid bituminous material. Eliminate the steel drum when rolling the second application of cover aggregate. Apply the second application of liquid and cover material the same day as the first application, as far as it is practicable and consistent with the setting of the liquid bituminous material.

**Sweeping:**

After rolling of the first application of cover aggregate, lightly broom the loose aggregate in a manner not to dislodge the aggregate embedded in the liquid. Sweep loose material from road bed. Following second application again broom loose aggregate from the road bed prior to the application of the fog seal. If temperatures exceed 85 degrees, it may be necessary to wait 24 hours before sweeping the first application of chip seal.

**Traffic Control:**

The **Contractor** shall furnish all necessary traffic control, barricades, signs and flagmen, to ensure the safety of the traveling public and to all working personnel. Traffic shall not travel on fresh mix until rolling and blotting has been completed. The Contractor shall submit an M.O.T plan indicating all facets of traffic control for the project area. The MOT plan must be approved in writing by the County prior to commencing any work. All traffic control shall be in accordance with the FDOT Roadway Design Standards, most current edition and TP-102. M.O.T. and associated devices shall be checked daily and periodically throughout the project for compliance; and where adjustments or corrections are needed, prompt revisions shall be made.

**2.0 FOG SEAL**

Liquid bituminous material for surface treatment: The contractor shall provide CRS-2h liquid bituminous material conforming to FDOT Standard Specification for Road and Bridge 2010, Section 916-4.1 except as modified herein. The bituminous material shall be polymer modified at a minimum rate of 1.5% by weight. The contractor shall provide certification that it has a minimum of five (5) years' experience manufacturing, installing and working with fog seal and bituminous liquids. The contractor shall certify the liquid bituminous material meets the aforementioned FDOT specifications and shall be capable of manufacturing the material themselves.

**2.1 Construction**

The applied fog seal must break quickly (revert to solid asphalt) and cure completely (lose water to form a cohesive film). This should be at a rate that allows traffic to be accommodated without the binder being picked up by vehicle tires. To achieve this behavior, the film forming properties of the binder must be adequate (i.e., the binder must be able to coalesce into a continuous film prior to allowing traffic on the new seal). Asphalt films do not form well at low temperatures in the absence of low viscosity diluents. Thus, warm conditions with little to no chance of rain are necessary to ensure successful applications.

Therefore fog seals shall not to be applied when the atmospheric temperature is below 10°C (50°F), and pavement temperature below 15°C (59°F).

If unexpected rain occurs, prior to the emulsion breaking, the contractor shall reapply any areas of emulsion that may have washed out of the pores of the pavement to prevent emulsion breaking on the surface of the pavement creating a slippery surface.

Immediately before applying a fog seal, the pavement surface shall be cleaned with a road sweeper, power broom, or flushed with a water pump-unit to remove dust, dirt, and debris. The pavement surface must be clean and dry before applying the fog seal. If flushing is required, it should be completed 24 hours prior to the application of the fog seal to allow for adequate drying.

The contractor shall provide complete details regarding mixing and dilution of the emulsion prior to application.

The emulsion should be diluted no more than 24 hours before its intended use. This is to avoid settlement of the diluted emulsion. Water is always added to the emulsion and not the other way around. The emulsion may be circulated using a centrifugal or other suitable pump to ensure uniformity.

## 2.2 Application Rates and Spraying

Properly calibrated distributor trucks shall be used to apply the emulsion. Spray nozzles with 4 to 5 mm (1/8" to 3/16") openings are recommended. The emulsion may be heated to 50°C (122 °F) maximum, although, generally the emulsion is sprayed at ambient temperature. The emulsion is sprayed at a rate that is dependent on the surface conditions (see Table 1). A test section representative of the entire surface should be chosen to approximate application rates (see Section 4.5). Typical application rates for diluted emulsion (1:1) range from 0.15 to 1.0 l/m<sup>2</sup> (0.03 to 0.22 gal/yd<sup>2</sup>) depending on the surface conditions (5). A 1:1 diluted emulsion is an original emulsion that has been subsequently diluted with equal parts water.

Ideally, one-half of the application should be sprayed in each direction to prevent build up on one side of stones only (this is particularly important in the case of chip seals) and rough surfaces. Build up on one side can result in a slippery surface and inadequate binder to fully enrich the surface or hold the stone.

% Original Emulsion	Dilution Rate	Tight Surface		Open Surface	
		(l/m <sup>2</sup> )	(Gal/yd <sup>2</sup> )	(l/m <sup>2</sup> )	(gal/yd <sup>2</sup> )
50	1.1	.15 - .5	.03 - .11	.4 - 1.0	.09 - .22

\* A tight surface is of low absorbance and relatively smooth

\*\* An open surface is relatively porous and absorbent with open voids

## 3.0 SINGLE CHIP MATERIALS

**3.1** Liquid bituminous material for surface treatment: The contractor shall provide CRS-2h liquid bituminous material conforming to FDOT Standard Specification for Road and Bridge 2010, Section 916-4.1 except as modified herein. The bituminous material shall be polymer modified at a minimum rate of 1.5% by weight. The contractor shall provide certification that it has a minimum of five (5) years' experience manufacturing, installing and working with chip seal and bituminous liquids. The contractor shall certify the liquid bituminous material meets the aforementioned FDOT specifications and shall be capable of manufacturing the material themselves.

**3.2 Aggregates:** The contractor shall provide crushed granite conforming to FDOT standard specifications for Road and Bridge, 2010, section 901, table 1 for #89, #78 or #67 gradation for coarse aggregates except as modified herein. The aggregate shall be washed granite obtained from a source approved by the owner. Sampling and testing of aggregate shall be the responsibility of the contractor. Copies of test results from the aggregate supplier shall be furnished to the owner prior to the start of the surface treatment.

**TABLE 1 (Continued)**  
**Standard Sizes of Coarse Aggregate**

Amounts Finer than Each Laboratory Sieve (Square Openings), weight percent

Size No.	Nominal Size Square Openings	3/4 inch	1/2 inch	3/8 inch	No. 4	No. 8	No. 16	No. 50
467	1 1/2 inches to No. 4	35 to 70	-	10 to 30	0 to 5	-	-	-
5	1 to 1/2 inches	20 to 55	0 to 10	0 to 5	-	-	-	-
56	1 to 3/8 inches	40 to 85	10 to 40	0 to 15	0 to 5	-	-	-
57	1 inches to No. 4	-	25 to 60	-	0 to 10	0 to 5	-	-
6	3/4 to 3/8 inch	90 to 100	20 to 55	0 to 15	0 to 5	-	-	-
67	3/4 inch to No. 4	90 to 100	-	20 to 55	0 to 10	0 to 5	-	-
68	3/4 inch to No. 8	90 to 100	-	30 to 65	5 to 25	0 to 10	0 to 5	-
7	1/2 inch to No. 4	100	90 to 100	40 to 70	0 to 15	0 to 5	-	-
78	1/2 inch to No. 8	100	90 to 100	40 to 75	5 to 25	0 to 10	0 to 5	-
8	3/8 inch to No. 8	-	100	85 to 100	10 to 30	0 to 10	0 to 5	-
89	3/8 inch to No. 16	-	100	90 to 100	20 to 55	5 to 30	0 to 10	0 to 5
9	No. 4 to No. 16	-	-	100	85 to 100	10 to 40	0 to 10	0 to 5
10	No. 4 to 0	-	-	100	85 to 100	-	-	-

NOTE: The gradations in Table 1 represent the extreme limits for the various sizes indicated, which will be used in determining the suitability for use of coarse aggregate from all sources of supply. For any grade from any one source, the gradation shall be held reasonably uniform and not subject to the extreme percentages of gradation specified above.

**4.0 APPLICATION (WEATHER) GUIDELINES**

**4.1 Weather and Seasonal limitations:** The surface treatment shall not be applied to a wet surface or when rain is occurring or the threat of rain is present immediately before placement. The surface treatment shall not be applied when the temperature is less than 50 degrees Fahrenheit in the shade. When applying emulsions, the temperature of the surface shall be a minimum of 70°F (21°C), and no more than 140°F (54°C).

**5.0 EQUIPMENT**

**5.1 Distributor:** The liquid bituminous material shall be applied with a truck mounted, pressure distributor that has been calibrated within the previous twelve (12) months, for transverse and longitudinal application rate. The distributor shall be equipped, maintained and operated so that the bituminous material can be applied at controlled temperatures and rates from .035 to 1.5 gallons per square yard. The distributor shall be capable of applying bituminous material of variable widths up to sixteen (16) feet. The distributor shall uniformly apply the bituminous material to the specified rate with a maximum allowed variation of 0.015

gallons per square yard. Distributor equipment shall include tachometer, accurate volume measuring device, a calibrated tank and a thermometer for measuring the temperature of the tank's contents. Distributors shall be equipped with a heating device, asphalt pump and full circulating spray bars adjustable laterally and vertically. Distributors and transport trailers shall be equipped with a sampling valve. Distributor trucks shall be of the pressure type with insulated tanks. The use of gravity distributors will not be permitted, unless approved in writing by the owner. The valves shall be operated by levers so that one or all valves may be quickly opened or closed in one operation. The valves which control the flow from nozzles shall act positively so as to provide a uniform unbroken spread of bituminous material on the surface. The distributor shall be equipped with devices and charts to provide for accurate and rapid determination and control of the amount of bituminous material being applied and with a bitumeter of the auxiliary wheel type registering speed in feet per minute, and trip and total distance in feet.

**5.2 Aggregate Spreader:** The aggregate spreader shall be a self-propelled unit capable of uniformly spreading the aggregate at the required rate on a minimum width of six (6") inches wider than the width of the lane to be treated. The spreader shall be calibrated within the previous twelve (12) months for transverse and longitudinal application. The spreader shall be equipped with a computer-controlled aggregate/chip spreader in order to ensure the appropriate aggregate coverage at varying speeds, unless approved otherwise by the owner.

**5.3 Pneumatic Tire Rollers:** The contractor shall use eight (8) to twelve (12) ton self-propelled pneumatic tire rollers with oscillating wheels and low pressure, smooth tires. Maintain the inflation of the tires such that in no two tires the air pressure varies more than 5 psi. The rollers will be equipped with an operating water system and coco pads. A sufficient number of rollers and a sufficient number of passes shall be used to ensure cover aggregate is properly rolled.

**5.4 Self-Propelled Rotary Power Broom:** The self-propelled rotary broom shall be designed, equipped, maintained and operated so the pavement surface can be swept clean. The broom shall have an adjustment to control the downward pressure.

## 6.0 METHOD OF CONSTRUCTION

**6.1 Preparation of Surface:** The chip seal material shall be placed on a firm unyielding prepared roadway. The owner is responsible for clipping back shoulders and removing any other vegetation to ensure that the road is free of organic material. The contractor will be responsible for blowing or sweeping the road immediately ahead of the chip seal operation to make sure the road is free of loose aggregate, leaves and other debris prior to construction.

**6.2 Application of bituminous material:** Liquid bituminous material shall be applied by means of a pressure type distributor in a uniform, continuous spread over the section to be treated. The distributor shall be moving forward at the proper speed when the liquid is discharged onto the pavement. If any areas are deficient the operation shall be stopped and corrected immediately. The liquid shall not be applied more than two hundred (200') feet in advance of the aggregate spreader when the ambient air temperature is above 75 degrees or one hundred (100') feet if the air temperature is below 75 degrees.

Application of the liquid bituminous material shall be applied at a rate of 0.38 - 0.45 gallons per square yard depending on the composition of the existing road bed, surface texture and the size of the aggregate in use.

**6.3 Application of cover Aggregate:** Immediately following the spray application of the liquid bituminous material, cover aggregate shall be spread over the liquid material at a rate of 18 - 30 lbs square yard.

**6.4 Rolling:** Immediately following the first application of the cover material, the contractor will roll the entire surface with a pneumatic roller. This will be followed immediately with the steel drum roller. Cover the entire surface one time with the steel drum roller. Then, roll the cover material again with the pneumatic roller. Continue rolling as long as necessary to ensure thorough keying of the cover aggregate into the liquid bituminous material.

**6.5 Sweeping:** After rolling of the first application of cover aggregate, lightly broom the loose aggregate in a manner not to dislodge the aggregate embedded in the liquid. Sweep loose material from road bed.

**6.6 Maintenance of Traffic:** Maintenance of traffic shall be the contractor's responsibility and shall be in accordance with FDOT index 600 design standards. The contractor will determine when traffic may be permitted on newly installed surface treatment.

## **7.0 METHOD OF MEASUREMENT**

Surface treatment shall be measured by the number of square yards of liquid bituminous and cover aggregate compacted in place making no deduction for minor untreated areas such as catch basins and manholes.

## **8.0 DOUBLE CHIP MATERIALS**

**8.1 Liquid bituminous material for surface treatment:** The contractor shall provide CRS-2h liquid bituminous material conforming to FDOT Standard Specification for Road and Bridge 2010, Section 916-4.1 except as modified herein. The bituminous material shall be polymer modified. The contractor shall provide certification that it has a minimum of five (5) years' experience manufacturing, installing and working with chip seal and bituminous liquids. The contractor shall certify the liquid bituminous material meets the aforementioned FDOT specifications and shall be capable of manufacturing the material themselves.

**8.2 Aggregates:** The contractor shall provide crushed granite conforming to FDOT standard specifications for Road and Bridge, 2010, section 901, table 1 for #89, #78 or #67 gradation for coarse aggregates except as modified herein. The aggregate shall be washed granite obtained from a source approved by the owner. Sampling and testing of aggregate shall be the responsibility of the contractor. Copies of test results from the aggregate supplier shall be furnished to the owner prior to the start of the surface treatment.

All methods of construction when performing the double chip application shall conform to the same standards as specified within the single chip application except whereas Okaloosa County designates a road to be double chipped. The double chip application shall consist of an application of #67 aggregate for the first layer followed by an additional application of liquid bituminous material and a layer of #89 aggregate. Both layers of bituminous liquid asphalt and aggregate must be placed at a rate of 0.38 – 0.45 gallons per square yard and 18 – 30 lbs per square yard respectively.

## **9.0 BASIS OF PAYEMENT**

The unit price bid per square yard shall include surface treatment materials, all labor costs, and necessary equipment to perform the work, maintenance of traffic, sweeping, and any required adjustments to structures.

The contractor shall be responsible for the replacement of citizen's windshields if they become cracked as a result of the work being performed and to remove any foreign materials from the paint surface as a result of the work being performed such as overspray.

**10.0 LIQUIDATED DAMAGES**

(A) In case of failure on the part of the Contractor to complete the work within the time(s) specified in the contract, or within such additional time(s) as may be granted by Okaloosa County, the County will suffer damage, the amount of which is difficult, if not impossible, to ascertain. Therefore, the Contractor shall pay to the County, as liquidated damages, the amount established in the schedule below for each calendar day of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. In no way shall costs for liquidated damages be construed as penalty on the contractor.

<b>Original Contract Amount</b>	<b>Daily Charge Per Calendar Day</b>
\$50,000 and under	\$ 311
Over \$50,000 but less than \$250,000	\$ 972
\$250,000 but less than \$500,000	\$1584
\$500,000 but less than \$2,500,000	\$1924
\$2,500,000 but less than \$5,000,000	\$2694
\$5,000,000 but less than \$10,000,000	\$3902
\$10,000,000 but less than \$15,000,000	\$6102
\$15,000,000 but less than \$20,000,000	\$7022
\$20,000,000 and over	\$7022 plus 0.2% for any amount over \$20 million

- (B) **Determination of Number of Days of Default:** For all contracts, regardless of whether the contract time is stipulated in calendar days or working days, the default days shall be counted in calendar days.
- (C) **Conditions under which Liquidated Damages are Imposed:** Should the Contractor or, in case of his default, the Surety, fail to complete the work within the time stipulated in the contract, or within such extra time as may have been granted by the County, the Contractor or, in case of his default, the Surety, shall pay to the County, not as a penalty, but as liquidated damages, the amount so due as determined by the Code requirements, as provided above.
- (D) **Right of Collection:** The County shall have the right to apply as payment on such liquidated damages any money which is due to the Contractor by the County.
- (E) **Permitting Contractor to Finish Work:** Permitting the Contractor to continue and to finish the work, or any part of it, after the expiration of the contract time allowed, including extensions of time granted to the Contractor, shall in no way act as a waiver on the part of the County for the liquidated damages due under the contract.
- (F) **Completion of Work by County:** In case of default of the contract and the completion of the work by the County, the Contractor and his Surety shall be liable for the liquidated damages under the contract, but no liquidated damages shall be chargeable for any delay in the final completion of the work by the

The Bidder agrees that the work will be completed and ready for final inspection within One Hundred Eighty (180) calendar days after Notice to Proceed (Task Order). The Bidder agrees to supply schedule of work to be performed. The Bidder accepts the provisions of the agreement as to liquidated damages, as specified, in the event of failure to complete the work within the times specified in the agreement.



- 11.0** The Bidder understands that there is no obligation on the part of the County to award the bid to the lowest Bidder and the County reserves the right to award the bid to the Bidder submitting a responsive bid with a resulting negotiated agreement which is most advantageous and in the best interest of Okaloosa County and to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting negotiated agreement that is in its best interest and its decision shall be final.
- 12.0** The Bidder understands that the Board, in its absolute discretion, may reject any bid of a Bidder that has failed, in the opinion of the Board, to complete or perform an Okaloosa County contracted project in a timely fashion or has failed in any other way, in the opinion of the Board, to perform a prior contract in a satisfactory manner, and has directed the Okaloosa County Purchasing Director to emphasize this condition to potential Bidders.
- 13.0** Terms used in this bid which are defined in the General Conditions or Special Bid Conditions will have the meaning indicated in the General Conditions or Special Bid Conditions.
- 14.0** The Bidder agrees to perform all of the general construction Work, complete, at the price shown on the following Bid Schedule:

**TERM**

The term of the resulting contract shall be begin on October 1, 2018 and run through September 30, 2021 and may be renewed for three (3) additional one (1) year periods upon agreement in writing by both parties and upon advance notice of ninety (90) days.

## GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 02/8/2018

### **BONDING REQUIREMENTS**

A Bid Bond is required with the Respondent's submittal for 5% of the Bid price.

### **CONTRACTORS INSURANCE**

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. Where applicable, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies of any insurance policies to document the insurance coverage specified in this Agreement.
7. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

### **WORKERS' COMPENSATION INSURANCE**

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been

approved by the County.

2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

### **BUSINESS AUTOMOBILE LIABILITY**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

### **COMMERCIAL GENERAL LIABILITY INSURANCE**

1. The Contractor shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
3. Commercial General Liability coverage shall include the following:
  - 1.) Premises & Operations Liability
  - 2.) Bodily Injury and Property Damage Liability
  - 3.) Independent Contractors Liability
  - 4.) Contractual Liability
  - 5.) Products and Completed Operations Liability
4. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

### **LIMITS OF LIABILITY**

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Worker's Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1M each occurrence (A combined single limit)
3. Commercial General Liability	\$1M each occurrence for Bodily Injury & Property Damage \$1M each occurrence Products and completed operations
4. Personal and Advertising Injury	\$1M each occurrence

#### **NOTICE OF CLAIMS OR LITIGATION**

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

#### **INDEMNIFICATION & HOLD HARMLESS**

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

**Note: For Contractor's convenience, this certification form is enclosed and is made a part of the bid package.**

#### **CERTIFICATE OF INSURANCE**

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road,

Crestview, FL 32536.

4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject any deductible/SIR above \$10,000. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the Contractor has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

## **GENERAL TERMS**

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Contractor under all the foregoing policies of insurance.

## UMBRELLA INSURANCE

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

## GENERAL BID CONDITIONS

### 1. PRE-BID ACTIVITY -

Except as provided in this section, respondents are prohibited from contacting or lobbying the County, County Administrator, Commissioners, County staff, and Review Committee members, or any other person authorized on behalf of the County related or involved with the solicitation. All inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed in writing, by US mail or email to:

Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, FL 32536  
Email: [dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)  
(850) 689-5960

All questions or inquiries must be received no later than the last day for questions (reference ITB & Respondent's Acknowledgement form). Any addenda or other modification to the bid documents will be issued by the County five (5) days prior to the date and time of bid closing, as written addenda, and will be posted to and the Okaloosa County website at <http://www.co.okaloosa.fl.us/purchasing/current-solicitations> and the Bidnet website at <https://www.bidnetdirect.com/florida>.

Such written addenda or modification shall be part of the bid documents and shall be binding upon each respondent. Each respondent is required to acknowledge receipt of any and all addenda in writing and submit with their bid. No respondent may rely upon any verbal modification or interpretation.

2. **PREPARATION OF BID** – The bid form is included with the bid documents. Additional copies may be obtained from the County. The respondent shall submit bids in accordance with the public notice.

All blanks in the bid documents shall be completed by printing in ink or by typewriter in both words and numbers with the amounts extended, totaled and the bid signed. A bid price shall be indicated for each section, bid item, alternative, adjustment unit price item, and unit price item listed therein, or the words "No Bid", "No Change", or "Not Applicable" entered. No changes shall be made to the phraseology of the form or in the items mentioned therein. In case of any discrepancy between the written amount and the numerical figures, the written amount shall govern. Any bid which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice inviting bids may be rejected.

A bid submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.

A bid submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

A bid submitted by an individual shall show the respondent's name and official address.

A bid submitted by a joint venture shall be executed by each joint venture in the manner indicated on the bid form. The official address of the joint venture must be shown below the signature.

It is preferred that all signatures be in blue ink with the names type or printed below the signature. Okaloosa County does not accept electronic signatures.

The bid shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the bid shall be shown.

If the respondent is an out-of-state corporation, the bid shall contain evidence of respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida. A state contractor license # for the State of Florida shall also be included on the bid form. Respondent shall be licensed in accordance with the requirements of Chapter 489, Florida Statutes.

3. **INTEGRITY OF BID DOCUMENTS** - Respondents shall use the original Bid documents provided by the Purchasing Department and enter information only in the spaces where a response is requested. Respondents may use an attachment as an addendum to the Bid documents if sufficient space is not available. Any modifications or alterations to the original bid documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of a bid. Any such modification or alteration that a respondent wish to propose must be clearly stated in the respondent's response in the form of an addendum to the original bid documents.
4. **SUBMITTAL OF BID** – A bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in an opaque sealed envelope plainly marked with the project title (and, if applicable, the designated portion of the project for which the bid is submitted), the name and address of the respondent, and shall be accompanied by the bid security and other required documents. It is the respondent's responsibility to assure that its bid is delivered at the proper time and place. Offers by telegram, facsimile, or telephone will **NOT** be accepted.

**Note: Crestview is not a next day delivery site for overnight carriers.**

5. **MODIFICATION & WITHDRAWAL OF BID** - A bid may be modified or withdrawn by an appropriate document duly executed in the manner that a bid must be executed and delivered to the place where bids are to be submitted prior to the date and time for the opening of bids.

If within 24 hours after bids are opened any respondent files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material substantial mistake in the preparation of its bid, that respondent may withdraw its bid, and the bid security may be returned. Thereafter, if the work is rebid, that respondent will be

disqualified from 1) further bidding on the work, and 2) doing any work on the contract, either as a subcontractor or in any other capacity.

6. **BIDS TO REMAIN SUBJECT TO ACCEPTANCE** – All bids will remain subject to acceptance or rejection for sixty (60) calendar days after the day of the bid opening, but the County may, in its sole discretion, release any bid and return the bid security prior to the end of this period.
7. **IDENTICAL TIE BIDS** - – In cases of identical procurement responses, the award shall be determined either by lot or on the basis of factors deemed to serve the best interest of the County. In the case of the latter, there must be adequate documentation to support such a decision.
8. **CONDITIONAL & INCOMPLETE BIDS** - Okaloosa County specifically reserves the right to reject any conditional bid and bids which make it impossible to determine the true amount of the bid.
9. **PRICING** – The bid price shall include all equipment, labor, materials, freight, taxes etc. Okaloosa County reserves the right to select that bid most responsive to our needs.
10. **ADDITION/DELETION OF ITEM** – The County reserves the right to add or delete any item from this bid or resulting contract when deemed to be in the County’s best interest.
11. **SPECIFICATION EXCEPTIONS** – Specifications are based on the most current literature available. Respondent shall clearly list any change in the manufacturer’s specifications which conflict with the bid specifications. Respondent must also explain any deviation from the bid specification in writing, as a foot note on the applicable bid page and enclose a copy of the manufacturer’s specifications data detailing the changed item(s) with their bid. Failure of the respondent to comply with these provisions will result in respondents being held responsible for all costs required to bring the equipment in compliance with bid specifications.
12. **APPLICABLE LAWS & REGULATIONS** – All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the bid throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.
13. **DISQUALIFICATION OF RESPONDENTS** - Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its bid:
  - a. Submission of more than one proposal for the same work from an individual, firm or corporation under the same or different name.
  - b. Evidence that the respondent has a financial interest in the firm of another respondent for the same work.
  - c. Evidence of collusion among respondents. Participants in such collusion will receive no recognition as respondents for any future work of the County until such participant has been reinstated as a qualified respondent.
  - d. Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.



- e. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.
- f. Default under previous contract.
- g. Listing of the respondent by any Local, State or Federal Government on its barred/suspended vendor list.

#### **14. AWARD OF BID**

- A. **Okaloosa County Review** - Okaloosa County designated Staff will review all bids and will participate in the Recommendation to Award.
- B. The County will award the bid to the responsive and responsible vendor(s) with the lowest responsive bid(s), and the County reserves the right to award the bid to the respondent submitting a responsive bid with a resulting negotiated agreement which is most advantageous and in the best interest of the County, and to reject any and all bids or to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting negotiated agreement that is in its best interest and its decision shall be final.
- C. Okaloosa County reserves the right to waive any informalities or reject any and all bids, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this bid and to accept the bid that in its judgment will best serve the interest of the County.
- D. Okaloosa County specifically reserves the right to reject any conditional bids and will normally reject those which made it impossible to determine the true amount of the bid. Each item must be bid separately and no attempt is to be made to tie any item or items to any other item or items.

**15. PAYMENTS** – The respondent shall be paid upon submission of invoices and approval of acceptance by Okaloosa County Board of County Commissioners, Finance Office, 302 N. Wilson St., #203, Crestview FL 32536, for the prices stipulated herein for articles delivered and accepted. Invoices must show Contract #.

**16. DISCRIMINATION** - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

**17. PUBLIC ENTITY CRIME INFORMATION** - Pursuant to Florida Statute 287.133, a respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

**18. CONFLICT OF INTEREST** - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their bids the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its

agencies. Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

**Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.**

19. **REORGANIZATION OR BANKRUPTCY PROCEEDINGS** – Bids will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.
20. **INVESTIGATION OF RESPONDENT** – The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish to the Owner any additional information and financial data for this purpose as the County may request.
21. **CONE OF SILENCE CLAUSE** - The Okaloosa County Board of County Commissioners has established a solicitation silence policy (**Cone of Silence Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The period commences from the date of advertisement until award of contract.

All communications shall be directed to the Purchasing Department -see attached form.

**Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.**

22. **REVIEW OF PROCUREMENT DOCUMENTS** - Per Florida Statute 119.071 (2) 2 sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the County provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
23. **COMPLIANCE WITH FLORIDA STATUTE 119.0701** - The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon termination of the contract.
24. **PROTECTION OF RESIDENT WORKERS** – The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

Respondents doing construction business with Okaloosa County are required to use the Federal Government Department of Homeland Security's website and use the E-Verify Employment Eligibility Verifications System to confirm eligibility of all employees to work in the United States.

- 25. SUSPENSION OR TERMINATION FOR CONVENIENCE** - The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County's convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.
- 26. FAILURE OF PERFORMANCE/DELIVERY** - In case of default by the respondent, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the award and removal of the respondent from the bid list for duration of one (1) year, at the option of the County.
- 27. AUDIT** - If requested, respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under this bid from the date of the award through three (3) years after the expiration of contract.
- 28. EQUAL EMPLOYMENT OPPORTUNITY; NON DISCRIMINATION** – Respondent will not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.
- 29. NON-COLLUSION** – Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.
- Note:** For respondent's convenience, this certification form is enclosed and is made a part of the bid package.
- 30. UNAUTHORIZED ALIENS/PATRIOT'S ACT** – The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract. In the event that the respondent is notified or becomes aware of such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.
- 31. Title VI Solicitation Notice** - The Okaloosa County Board of County Commissioners, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will

affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

**32. Procurement Challenge - A.** To initiate a challenge, the vendor must file a notice of intent to challenge the procurement in writing with the Purchasing Division within three (3) business days of posting of the notice of intent to award in accordance with Section 14.07. A formal written procurement challenge shall be filed within three (3) business days in the County Administrator's office, after the date on which the notice of intent to challenge has been submitted.

**33. The following documents shall be submitted with the bid packet:**

- A. Drug-Free Workplace Certification Form
- B. Conflict of Interest
- C. Federal E-Verify
- D. Code of Silence Form
- E. Recycled Content Form
- F. Indemnification and Hold Harmless
- G. Prohibition to Lobbying
- H. Company Data
- I. System of Awards Management
- J. Addendum Acknowledgement
- K. Bid Sheet
- L. Anti-Collusion Statement

## DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED RESPONDENT CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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

DATE: 7/18/2018

COMPANY: Asphalt Paving Systems, Inc.

ADDRESS: 9021 Wire Road

Zephyrhills, FL 33540

PHONE NO.: 813-788-0010

SIGNATURE: 

NAME: Robert Capoferri  
(Typed or Printed)

TITLE: President

E-MAIL: DGannonAPS@gmail.com

## CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all respondents, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES \_\_\_\_\_

NO XX \_\_\_\_\_

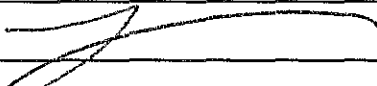
NAME(S)

POSITION(S)

N/A

FIRM NAME: Asphalt Paving Systems, Inc.

BY (PRINTED): Robert Capoferri

BY (SIGNATURE):  \_\_\_\_\_

TITLE: President

ADDRESS: 9021 Wire Road  
Zephyrhills, FL 33540

PHONE NO. 813-788-0010

E-MAIL DGannonAPS@gmail.com

DATE 7/18/2018

## FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Respondent hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the COUNTY upon request.

---

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: 7/18/2018

SIGNATURE: 

COMPANY: Asphalt Paving Systems, Inc.

NAME: Robert Capoferri

ADDRESS: 9021 Wire Road  
Zephyrhills, FL 33540

TITLE: President

E-MAIL: DGannonAPS@gmail.com

PHONE NO.: 813-788-0010

## CONE OF SILENCE CLAUSE

The Board of County Commissioners have established a solicitation silence policy (**Cone of Silence Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications, Invitation to Quote, Invitation to Negotiate) issued by the Board through the County Purchasing Department.

The period commences upon receipt of the procurement proposal, by the County, and terminates upon Board approval to award a contract or reject all bids/responses.

When the solicitation silence period is in effect, no oral or written communication is allowed regarding the solicitation between prospective respondents and members of the Board of County Commissioners, the County Administrator, county employees or members of the Board Approved Review Committee. All questions or requests for information regarding the solicitation **MUST** be directed to the designated Purchasing Representative listed in the solicitation.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Purchasing Director or an appointed representative. It shall be the Purchasing Director decision whether to consider this information in the decision process.

**Any violation of this policy shall be grounds to disqualify the respondent from consideration during the selection process.**

All respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

I  representing Asphalt Paving Systems, Inc.  
Signature Company Name  
Robert Capoferri, President

On this 18th day of July 2018 hereby agree to abide by the County's "**Cone of Silence Clause**" and understand violation of this policy shall result in disqualification of my proposal/submittal.



# RECYCLED CONTENT FORM

## RECYCLED CONTENT INFORMATION

1. Is the material in the above: Virgin XX or Recycled \_\_\_\_\_ (Check the applicable blank). If recycled, what percentage \_\_\_\_\_%.

Product Description: Aggregate and Emulsion

2. Is your product packaged and/or shipped in material containing recycled content?

Yes \_\_\_\_\_ No XX

Specify: \_\_\_\_\_

3. Is your product recyclable after it has reached its intended end use?

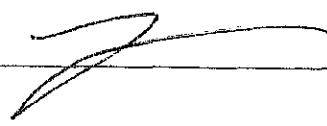
Yes \_\_\_\_\_ No XX

Specify: \_\_\_\_\_

The above is not applicable if there is only a personal service involved with no product involvement.

Name of Respondent: Asphalt Paving Systems, Inc. Robert Capoferri, President

E-Mail: DGannonAPS@gmail.com



## INDEMNIFICATION AND HOLD HARMLESS

Respondent shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in the performance of this Agreement.

Asphalt Paving Systems, Inc.  
Respondent's Company Name

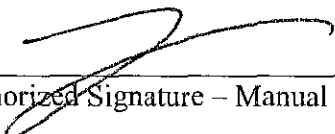
9021 Wire Road, Zephyrhills, FL 33540  
Physical Address

9021 Wire Road, Zephyrhills, FL 33540  
Mailing Address

813-788-0010  
Phone Number

813-455-9241  
Cellular Number

7/18/2018  
Date

  
Authorized Signature – Manual

Robert Capoferri  
Authorized Signature – Typed

President  
Title

813-788-0020  
FAX Number

813-455-2469 / Tommy Donald  
After-Hours Number(s)

DGannonAPS@gmail.com  
Email Address

LOBBYING - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)


The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1) -(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, Asphalt Paving Systems, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

 Signature of Contractor's Authorized Official

Robert Capoferri, President Name and Title of Contractor's Authorized Official

7/18/2018 Date

## COMPANY DATA

Respondent's Company Name: Asphalt Paving Systems, Inc.

Physical Address & Phone #:

9021 Wire Road

Zephyrhills, FL 33540

813-788-0010

Contact Person (Typed-Printed): Dave Gannon

Phone #: 813-788-0010

Cell #: 813-455-9241

Federal ID or SS #: 22-3787755

DUNNS #: 033782330

Respondent's License #: FDOT223787755010

Fax #: 813-788-0020

Emergency #'s After Hours,  
Weekends & Holidays: Tommy Donald / 813-455-2469

Email Address: DGannonAPS@gmail.com

## SYSTEM FOR AWARD MANAGEMENT (OCT 2016)

(a) Definitions. As used in this provision.

“Electronic Funds Transfer (EFT) indicator” means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

“Registered in the System for Award Management (SAM) database” means that.

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM database.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

- (1) Company legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company Physical Street Address, City, State, and Zip Code.
- (4) Company Mailing Address, City, State and Zip Code (if separate from physical).
- (5) Company telephone number.
- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.

(9) Line of business (industry).

(10) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

Offerors SAM information:

Entity Name: Asphalt Paving Systems, Inc.

Entity Address: 500 N Egg Harbor Road, Hammonton, NJ 08037

Duns Number: 033782330

CAGE Code: 81Q56

**ADDENDUM ACKNOWLEDGEMENT**

ITB PW 55-18

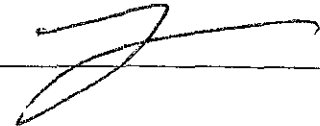
Acknowledgment is hereby made of the following addenda (identified by number) received since issuance of solicitation:

**ADDENDUM NO.**

**DATE**

#1

7/12/2018



NOTE: Prior to submitting the response to this solicitation, it is the responsibility of the respondent to confirm if any addenda have been issued. If such addenda have been issued, acknowledge receipt by noting number(s) and date(s) above.

**BID SHEET**

**BID SHEET**

**BID #:** ITB PW 55-18

**BID TITLE:** Pavement Preservation: Single/Double Chip Seal & Fog Seal Surface Treatments

QTY	UNIT	PAY ITEM DESCRIPTION	UNIT PRICE	AMOUNT
1.000	LS	MOBILIZATION/ANNUALLY	\$ 2,500.00	\$ 2,500.00
1.000	LS	MAINTENANCE OF TRAFFIC/ANNUALLY	\$ 1,250.00	\$ 1,250.00
50000	SY	Single Chip Seal	\$ 1.60	\$ 80,000.00
5000	SY	Double Chip Seal	\$ 3.85	\$ 19,250.00
55000	SY	Fog Seal	\$ 0.55	\$ 30,250.00
50000	SY	Single Chip Seal (pre coated aggregate)	\$ 1.60	\$ 80,000.00
5000	SY	Double Chip Seal (pre coated aggregate)	\$ 3.85	\$ 19,250.00
	SY	Prime Coat	\$ 0.45	\$ 0.45
			\$	\$
			\$	\$
			\$	\$
			\$	\$

I, the undersigned, hereby submit the following proposal:

**TOTAL BID PRICE:** \$232,500.45

**In words:** Two Hundred Thirty Two Thousand Five Hundred Dollars and Forty Five Cents

**Submitted on:** 7/18/2018

**State Contractor License No.** FDOT 223787755010



**ANTI-COLLUSION STATEMENT:** The below signed bidder has not divulged to, discussed or compared his bid with other bidders and has not **colluded with any other bidder or parties to bid whatever.** **Note: No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery of materials.** Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from bid list(s).

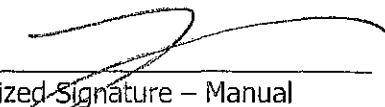
Asphalt Paving Systems, Inc.  
Bidder's Company Name

9021 Wire Road  
Address

Zephyrhills, FL 33540  
Address

813-788-0010  
Phone #

22-3787755  
Federal ID # or SS #

  
Authorized Signature – Manual

Robert Capoferri  
Authorized Signature – Typed

President  
Title

813-788-0020  
Fax #

Date Submitted: 7/18/2018



# Document A310 -2010

**CONTRACTOR:**

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

**SURETY:**

Hartford Fire Insurance Company  
One Hartford Plaza  
Hartford, CT 06155

**OWNER:**

Okaloosa County  
5479A Old Bethel Road  
Crestview, FL 32536

**BOND AMOUNT:** Five Percent of Amount Bid (5%)

**PROJECT:** Pavement Preservation: Single/Double Chip Seal & Fog Seal Surface Treatment

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a Surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in his Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, 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.

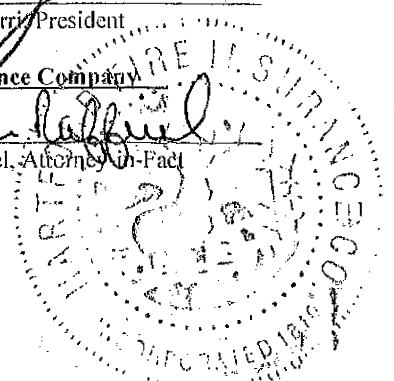
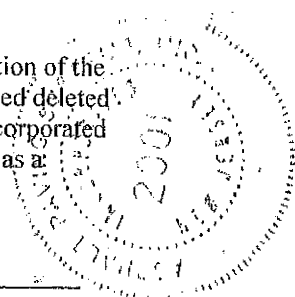
Signed and sealed this 18<sup>th</sup> day of July, 2018

Kenneth Messina  
(Witness) Kenneth Messina, Secretary

Michelle McGinn  
(Witness) Michelle McGinn, Witness

Asphalt Paving Systems, Inc.  
(Principal)  
Robert Capoferri  
(Title) Robert Capoferri, President

Hartford Fire Insurance Company  
(Surety)  
Steven Raffuel  
(Title) Steven Raffuel, Attorney-in-Fact



CONSENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS, that for and consideration of the sum of \$1.00, lawful money of the United States of America, the receipt whereof is hereby acknowledged, paid the undersigned, and for other valuable consideration the

Hartford Fire Insurance Company Surety Company.  
(Name)  
One Hartford Plaza, Hartford, CT 06155  
(Address)

existing under the laws of the State of Connecticut and licensed to do business in the State of Florida certifies and agrees, that if a contract with (Contracting Agency) Okaloosa County for: (Project) Pavement Preservation: Single/Double Chip Seal & Fog Seal Surface Treatment is awarded to (Bidder) Asphalt Paving Systems, Inc.

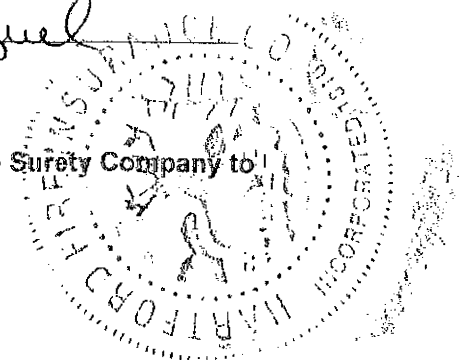
the undersigned will execute the bond or bonds as required of the contract documents and will become Surety in the full amount set forth in the contract documents for the faithful performance of all obligations of the Bidder, provided however, that this commitment shall expire ~~sixty (60) days from the bid opening,~~ unless agreed upon by Bidder, Owner and Surety to be extended.

Signed, sealed and dated this 18<sup>th</sup> day of July, 2018

Hartford Fire Insurance Company  
Surety Company

By: Steven Raffuel  
(Name) Steven Raffuel  
Attorney-in-Fact

(To be accompanied by the usual proof of Authority of Officers of the Surety Company to execute same)



# POWER OF ATTORNEY

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

KNOW ALL PERSONS BY THESE PRESENTS THAT:

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** :

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 11th day of January, 2016, 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

*Nora M. Stranko*

Nora M. Stranko  
 Notary Public

My Commission Expires March 31, 2018

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 July 18, 2018  
 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>

## 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
<b>Total Liabilities .....</b>	<b>\$</b>	<b><u>12,939,273,091</u></b>

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
<b>Total Admitted Assets .....</b>	<b><u>\$ 22,855,297,993</u></b>

Capital Paid In	\$ 55,320,000
Surplus .....	<u>9,860,704,902</u>
<b>Surplus as regards Policyholders .....</b>	<b>\$ <u>9,916,024,902</u></b>
<b>Total Liabilities, Capital</b>	
<b>    and Surplus .....</b>	<b>\$ <u>22,855,297,993</u></b>

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.

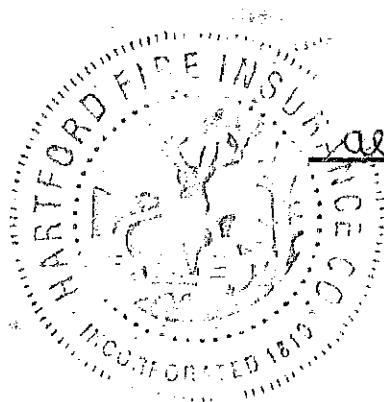
Subscribed and sworn to before me this  
 6th day of March, 2018.

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

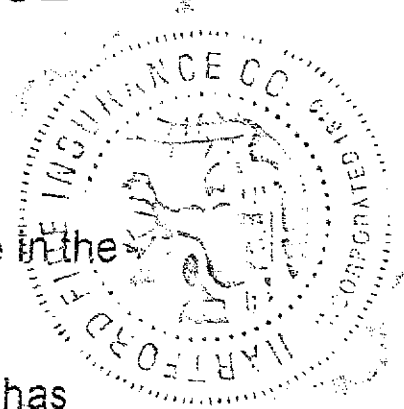
No. 06 - 060383750



Kevin M. McCarty  
Commissioner  
Office of Insurance Regulation



**Florida  
Office  
of Insurance  
Regulation**

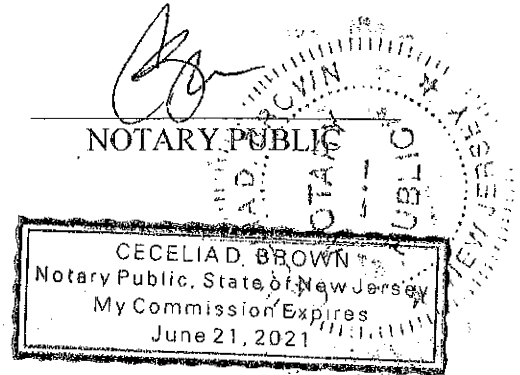


# ACKNOWLEDGMENT OF SURETY

STATE OF New Jersey

COUNTY OF Burlington

On July 18, 2018, 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.



ADDENDUM 1

PAVEMENT PRESERVATION: SINGLE/DOUBLE CHIP SEAL & FOG SEAL SURFACE  
TREATMENTS

ITB PW 55-18

This addendum is to address the following questions:

1. Can an asphalt escalator/de-escalator be added following the FDOT index based on this being a multiple year contract? No, we will not be adding the index. We will have language for a price change each year if agreed by both parties.
  2. Does the County use a specific form for the bonds? No, we do not have a specific form.
  3. The specifications mention 5 years' experience, and manufacturing your own emulsion. If you purchase the emulsion from a supplier and they have five years' experience as well as the vendor, will that be acceptable? Yes that will be acceptable.
-





**Prequalified  
Contractors Listing**

6/26/2018 9:24:16 AM EST

[Return to Inquiry Menu](#)

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

[Printer Friendly Version](#)

VENDOR NAME	HOME OFFICE ADDRESS	BIDDING OFFICE ADDRESS
ASPHALT PAVING SYSTEMS, INC. F223787755010 EXPIRES: 6/30/2019	PO BOX 530 HAMMONTON, NJ 08037-0530 (609)561-4161	9021 WIRE ROAD ZEPHYRHILLS, FL 33540 (813)788-0010

**WORK CLASSES**

DRAINAGE

GRADING

\* JOINT AND CRACK SEALING

FLEXIBLE PAVING

HOT PLANT-MIXED BITUM. COURSES



**FLORIDA DEPARTMENT OF TRANSPORTATION**

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

Send Prequalification Questions or Comments to [Contracts Administration Office](#)

[Internet Privacy Policy, Disclaimers & Credits](#)



MyFlorida.com



Client#: 37227

ASHPAV1

**ACORD**

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

8/16/2018

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).

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


**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.

INSUR LTR	TYPE OF INSURANCE	ADD INGR	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	X	GL00191406-02	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	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY	X	X	BAP0191409-03	04/01/2018	04/01/2019	COMBINED SINGLE LIMIT (Per 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 \$	X		AUC0191416-02	04/01/2018	04/01/2019	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	WC0191407-02	04/01/2018	04/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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: Pavement Preservation: Single/Double Chip Seal & Fog Seal Surface Treatments; it is agreed that Okaloosa County is listed as an 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). 30 days written notice provided in the event of cancellation.

<b>CERTIFICATE HOLDER</b> Okaloosa County 5479 A Old Bethel Road Crestview, FL 32536	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# 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.

## Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	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.**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

**ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 04/01/2018

Policy No. WC0191407-02

Endorsement No.

Insured

Premium \$

Insurance Company

Countersigned By \_\_\_\_\_

# Coverage Extension Endorsement



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem.	Return Prem.
BAP0191409-03	04/01/2018	04/01/2019	04/01/2018		N/A	N/A

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form  
Motor Carrier Coverage Form**

## A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured Provision** in **Section II – Covered Autos Liability Coverage**:

The following are also "Insureds":

- a. Any "employee" of yours is an "Insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
  - b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
  - c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
  - d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.
2. The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

## B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions Provision** in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "Insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

**C. Fellow Employee Coverage**

The Fellow Employee Exclusion contained in Section II – Covered Autos Liability Coverage does not apply.

**D. Driver Safety Program Liability and Physical Damage Coverage**

1. The following is added to the Racing Exclusion in Section II – Covered Autos Liability Coverage:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph 2. in the Exclusions of Section III – Physical Damage Coverage of the Business Auto Coverage Form and Paragraph 2.b. in the Exclusions of Section IV – Physical Damage Coverage of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

**E. Lease or Loan Gap Coverage**

The following is added to the Coverage Provision of the Physical Damage Coverage Section:

**Lease Or Loan Gap Coverage**

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

a. Any amount paid under the Physical Damage Coverage Section of the Coverage Form; and

b. Any:

(1) Overdue lease or loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and

(5) Carry-over balances from previous leases or loans.

**F. Towing and Labor**

Paragraph A.2. of the Physical Damage Coverage Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

**G. Extended Glass Coverage**

The following is added to Paragraph A.3.a. of the Physical Damage Coverage Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

**H. Hired Auto Physical Damage – Increased Loss of Use Expenses**

The Coverage Extension for Loss Of Use Expenses in the Physical Damage Coverage Section is replaced by the following:

**Loss Of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:



- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
  - (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
  - (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".
- However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

**I. Personal Effects Coverage**

The following is added to the Coverage Provision of the Physical Damage Coverage Section:

**Personal Effects Coverage**

- a. We will pay up to \$750 for "loss" to personal effects which are:
  - (1) Personal property owned by an "insured"; and
  - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
  - (1) The reasonable cost to replace; or
  - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
  - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
  - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
  - (3) Paintings, statuary and other works of art.
  - (4) Contraband or property in the course of illegal transportation or trade.
  - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

**J. Tapes, Records and Discs Coverage**

1. The Exclusion in Paragraph B.4.a. of Section III – Physical Damage Coverage in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of Section IV – Physical Damage Coverage in the Motor Carrier Coverage Form does not apply.
2. The following is added to Paragraph 1.a. Comprehensive Coverage under the Coverage Provision of the Physical Damage Coverage Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The Physical Damage Coverage Deductible Provision does not apply to such "loss".

**K. Airbag Coverage**

The Exclusion in Paragraph B.3.a. of Section III – Physical Damage Coverage in the Business Auto Coverage Form and the Exclusion in Paragraph B.4.a. of Section IV – Physical Damage Coverage in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

**L. Two or More Deductibles**

The following is added to the Deductible Provision of the Physical Damage Coverage Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

**M. Physical Damage – Comprehensive Coverage – Deductible**

The following is added to the Deductible Provision of the Physical Damage Coverage Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is \$5,000 or the deductible shown in the Declarations, whichever is greater.

**N. Temporary Substitute Autos – Physical Damage**

1. The following is added to Section I – Covered Autos:

**Temporary Substitute Autos – Physical Damage**

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
2. Repair;
3. Servicing;
4. "Loss"; or
5. Destruction.

2. The following is added to the Paragraph A. Coverage Provision of the Physical Damage Coverage Section:

**Temporary Substitute Autos – Physical Damage**

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

**O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss**

Paragraph a. of the Duties In The Event Of Accident, Claim, Suit Or Loss Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

**P. Waiver of Transfer Of Rights Of Recovery Against Others To Us**

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

**Q. Employee Hired Autos – Physical Damage**

Paragraph b. of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph f. of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**R. Unintentional Failure to Disclose Hazards**

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

**S. Hired Auto – World Wide Coverage**

Paragraph 7a.(5) of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

**T. Bodily Injury Redefined**

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily Injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

**U. Expected Or Intended Injury**

The **Expected Or Intended Injury** Exclusion in Paragraph B. Exclusions under Section II – Covered Auto Liability Coverage is replaced by the following:

**Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**V. Physical Damage – Additional Temporary Transportation Expense Coverage**

Paragraph A.4.a. of Section III – Physical Damage Coverage is replaced by the following:

**4. Coverage Extensions**

**a. Transportation Expenses**

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

**W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto**

The following is added to Paragraph A. Coverage of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

**X. Return of Stolen Automobile**

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.