

TERM SERVICE CONTRACT FOR FULL DEPTH RECLAMATION SERVICES

THIS CONTRACT is made and entered by and between The City of Daytona Beach, Florida (the "CITY"), and Asphalt Paving Systems, Inc., a foreign profit corporation ("CONTRACTOR").

WHEREAS, CITY is in need of Full Depth Reclamation Services to provide for an efficient means to improve/repair/reconstruct certain CITY roadways; and

WHEREAS, CONTRACTOR is currently under a term services agreement with Lee County, Florida, to provide various forms of alternative paving methodologies, including Full Depth Reclamation Services, in accordance with unit prices set forth in said agreement; and

WHEREAS, the CITY is interested in having CONTRACTOR perform such services, subject to the additional terms and conditions referenced herein.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants contained herein, the parties do mutually agree as follows:

1. CONTRACT DURATION. This Contract will commence on the date on which both the CITY and CONTRACTOR have executed this Contract as referenced below, and will expire on March 4, 2020, unless terminated sooner as authorized.

2. INCORPORATION OF LEE COUNTY AGREEMENT. This Contract fully incorporates the Agreement for Alternative Paving Methods between CONTRACTOR and Lee County, Florida, (hereinafter the "Lee County Agreement"), including all attachments and documents referenced in the Lee County Agreement. A copy of the Lee County Agreement is attached hereto and incorporated herein by reference as **Attachment A**; provided that certain portions of the Lee County Agreement, such as the Lee County Invitation to Bid incorporated by reference into said Agreement, are not attached hereto but will remain on file in the CITY's Purchasing Department.

3. SCOPE/ORDERING OF SERVICES.

(a) From time to time upon the CITY's request, CONTRACTOR will perform of a Full Depth Reclamation Services Project for purposes of City road reconstruction, and/or repair. These services, and the terms and conditions applicable to these services, are described more fully in the Lee County Agreement (**Attachment A**).

(b) CONTRACTOR will not commence work on a Project until a work authorization has been issued in accordance with CITY's procurement policies. A Work Authorization may consist of a contract document signed by both the CITY and CONTRACTOR; or it may consist of CONTRACTOR's written quotation/proposal, and the CITY's written acceptance of such quotation or proposal. Each Work Authorization will specifically reference this Contract include a summary description of the Project, and include a statement of the Contract Price and Contract Time for the Project.

CONTRACTOR's sole compensation for work performed under this Contract will be the Contract Price provided for in the Work Authorization. The Contract Price will be based solely on unit prices that are equal to or better than the unit prices provided for in **Attachment A**; and the Work Authorization will include a breakdown of estimated quantities and corresponding unit prices. CONTRACTOR acknowledges that such unit prices are reflective of all of CONTRACTOR's costs under this Contract, including the cost of providing insurance and as applicable, performance guarantees.

No Work Authorization may alter the terms and conditions of this Contract. In case of a conflict between this Contract and a Work Authorization this Contract will govern.

4. BILLING AND PAYMENT. Billing and payment procedures will be based on **Attachment A**.

5. EXCEPTIONS/AMENDMENTS TO LEE COUNTY AGREEMENT. For purposes of adapting the Lee County Agreement to this Contract, the Parties agree to the following exceptions/amendments to said Agreement.

(a) As applied to this Contract, certain terms used in the Lee County Agreement will be deemed to have the meaning described below except where logic clearly dictates otherwise:

(1) References to "Lee County Government" and "OWNER" will be deemed to refer to the CITY.

(2) References to terms such as "COUNTY," whether or not in CAPS, will be deemed to refer to CITY; provided, however, that where such terms are intended to refer merely to a location (and not Lee County as a party to the Lee County Agreement), the terms will be deemed to refer to Volusia County.

(3) References to "Supplemental Task Authorizations," "Purchase Order," will be deemed to refer to "Work Authorizations" as referenced above.

(4) References to "Project" will be deemed to mean the specific services to be provided under a Work Authorization as referenced above.

(5) References to "Consultant," "ENGINEER," and "OWNER'S REPRESENTATIVE" will be deemed to refer to the CITY's Project Manager as defined below; or, where CITY's Project Manager specifically notifies CONTRACTOR in writing, the engineer/architect under contract with the CITY to manage the Project.

(6) References to "Contract Documents" will be deemed to refer, in addition to documents listed in the definition of "Contract Documents" in **Attachment A**, this Contract, any Work Authorization or Change Order issued by the CITY, and any amendment to this Contract hereafter agreed to and executed by both Parties. This Contract, and any amendments hereto, will control over all Contract Documents specifically listed as Contract Documents **Attachment A**, in case of conflict.

(7) References to “B170265/ANB” and “Invitation to Bid” will be deemed to refer to the Lee County Invitation to Bid (including all attachments), which is incorporated by reference into the Lee County Agreement.

(8) References to “Procurement Management” and similar terms will be deemed to refer to the CITY’s Purchasing Agent.

(9) Any other references to Lee County government representatives, boards, officers, or office or plant locations not addressed above, will be deemed to refer to the equivalent CITY representative, officer, or office or plant location; and if CONTRACTOR is unsure as to how to apply this interpretive requirement, CONTRACTOR will request clarification from the CITY Project Manager.

(b) Those provisions of the Lee County Agreement requiring multiple competitive quotes and prohibiting award of any projects valued in excess of \$500,000, are deleted; provided that for any specific Work Authorization having a Contract Price in excess of this amount, a reasonable discount to the unit pricing otherwise set forth in **Attachment A** for mobilization and maintenance of traffic will be provided.

(c) CONTRACTOR will be obtain a performance guarantee for any individual Project that has a Contract Price of \$100,000 or more. The performance guarantee will meet the requirements of Section 6.5 of the General Conditions to the Lee County Agreement; provided, however, that when payment and performance bonds are used, the bonds will be in a form provided by the CITY unless the CITY specifically waives this requirement.

6. STANDARD OF PERFORMANCE. In addition to any standards of performance or warranties set forth in the Lee County Agreement, CONTRACTOR affirms that CONTRACTOR’s services will at a minimum meet the level care and skill ordinarily used by members of CONTRACTOR’s profession performing the type of services provided herein within the State of Florida.

7. PUBLIC RECORDS.

(a) To the extent applicable, CONTRACTOR will comply with the requirements of Florida’s Public Records Law, ch. 119, Florida Statutes, which include the following:

(1) Keeping and maintaining public records that the CITY requires for performance of the service provided herein.

(2) Upon the request of the City Clerk of the CITY, (i) providing the City Clerk with a copy of requested public records or (ii) allowing inspection or copying of the records, within a reasonable time after receipt of the City Clerk’s request, at a cost that does not exceed the cost provided in Ch. 119, Florida Statutes, or as otherwise provided by law.

(3) Ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law until completion

of this Contract, or, if this is a Contract for a specified Term, through the expiration of the Term; and following such completion or expiration, as applicable, if CONTRACTOR fails to transfer such records to the CITY.

(4) Upon completion of the work, or, if this is a Contract for a specified Term, upon expiration of the Term, keep and maintain public records required by the CITY to perform the service. CONTRACTOR will meet all applicable requirements for retaining public records. All records stored electronically must be provide to the CITY upon request from the City Clerk, in a format that is compatible with the CITY's information technology systems.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MUST CONTACT THE CITY CLERK, WHOSE CONTACT INFORMATION IS AS FOLLOWS:

(Phone)	386 671-8023
(Email)	clerk@codb.us
(Address)	301 S. Ridgewood Avenue Daytona Beach, FL 32114

(b) The provisions of this Section 7 are in lieu of Section IX.D of the Lee County Agreement.

8. NOTICES/REPRESENTATIVES.

(a) All notices, requests, demands and other communications required under this Contract will be in writing and deemed delivered if delivered in person, by telefax, by overnight courier or by certified or registered mail:

If by City, to:	Michelle Martin, Project Manager Technical Services Division Daytona Beach Public Works Department 950 Bellevue Avenue Daytona Beach, FL 32114 Fax: (386) 671-8620
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If to CONTRACTOR, to:	<u>9021 Wire Road</u> <u>Zephyrhills, FL 33540</u> <u>Fax: 813-788-0020</u>
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(b) Either Party hereto may change the name or address for purposes of providing notices to that Party, by providing the other Party written notice in the manner provided above.

(c) The Party designated to receive notices above will also be the CITY's Project Manager, unless the CITY provide CONTRACTOR written notice in the manner provided above, designating a different person as CITY's Project Manager; provided, that in all instances the City Manager for the CITY is authorized to act as CITY's Project Manager.

9. INDEMNIFICATION. In consideration of receipt of \$10.00, receipt of which is hereby acknowledged, CONTRACTOR will indemnify and hold harmless the CITY, including the CITY's officers, employees, and agents, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by CONTRACTOR's failure to meet CONTRACTOR's obligations under this Contract, or by the negligence, recklessness, or intentionally wrongful conduct of CONTRACTOR, or CONTRACTOR's officers, employees, or agents, including subcontractors and other persons employed or use by CONTRACTOR in the performance of this Contract.

10. INSURANCE.

(a) CONTRACTOR will purchase and maintain, at its own expense, the following types and amounts of insurance, primary and non-contributory with the CITY's own insurance, in form and companies satisfactory to the CITY:

(1) **Workers' Compensation Insurance** – As required by Florida Statutes, Chapter 440, Workers' Compensation Insurance, for all employees of CONTRACTOR employed at the project site or in any way connected with the Work.

The insurance required by this provision will comply fully with the Florida Workers' Compensation Law and include Employers' Liability Insurance with limits of not less than \$500,000 per accident. Any associated or subsidiary company involved in the service must be named in the Workers' Compensation coverage.

(2) **Liability insurance – Including Commercial General Liability coverage** for operations, independent contractors, products-completed operations, broad form property damage, collapse and underground, and personal injury on an "occurrence" basis, insuring the CONTRACTOR and any other interests, including but not limited to any associated or subsidiary companies involved in the Work; and **Automobile Liability coverage** insuring claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle used by CONTRACTOR at the project site or in any way connected with the Work.

THE COMMERCIAL GENERAL LIABILITY INSURANCE POLICY WILL NAME THE CITY AS AN ADDITIONAL INSURED. CONTRACTOR'S Commercial General Liability insurance policy shall provide coverage to CONTRACTOR, and CITY when required to be named as an additional insured either by endorsement or pursuant to a blanket additional insured endorsement, for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) without the attachment of any endorsements excluding or limiting coverage for Products/Completed Operations, Independent Contractors, Property of CITY in CONTRACTOR's Care, Custody or Control or Property of CITY

on which contracted operations are being performed, Explosion, Collapse or Underground hazards (XCU Coverage, Contractual Liability or Separation of Insureds). When CITY is added as additional insured by endorsement, ISO Endorsements CG 20 10 and CG 20 37 or their equivalent shall be used to provide such Additional Insured status.

The limit of liability will be a combined single limit for bodily injury and property damage of no less than \$1,000,000 per occurrence. If insurance is provided with a general aggregate, the aggregate will be in an amount of no less than \$2,000,000. The Risk Manager may authorize lower liability limits for the automobile policy only, at the Risk Manager's sole discretion.

Unless specifically waived hereafter in writing by the Risk Manager, CONTRACTOR agrees that the insurer will waive its rights of subrogation, if any, against the CITY on each of the foregoing types of required insurance coverage.

(b) **Subcontractors' Insurance.** Each of CONTRACTOR's subcontractors will be required to provide insurance in substantially similar form to the insurance required of CONTRACTOR above.

(c) **Proof of Insurance.** CONTRACTOR will furnish proof of insurance acceptable to the CITY prior to or at the time of execution of this Contract. CONTRACTOR will not commence Work until all required insurance has been approved by the CITY. CONTRACTOR will furnish evidence of all required insurance in the form of certificates of insurance which will clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard and the expiration dates.

Upon request of the Risk Manager, CONTRACTOR will also provide the CITY copies of the insurance contracts referenced by the certificates.

(d) **Cancellation and Replacement.** CONTRACTOR will file replacement certificates 30 days prior to expiration or termination of any required insurance occurring prior to the acceptance of the work by the CITY. If such insurance terminates without CONTRACTOR's prior knowledge, CONTRACTOR will notify the CITY immediately upon becoming aware of such termination. CONTRACTOR will send notice to the City's Risk Manager at P.O. Box 2451, Daytona Beach, Florida 32115-2451.

The CITY reserves the right to suspend the Work until such insurance has been replaced, or to obtain replacement insurance at CONTRACTOR's sole cost.

(e) **Termination of Insurance.** CONTRACTOR will not cancel any required insurance coverage until the work is completed, accepted by the CITY and CONTRACTOR has received written notification from the Risk Manager that CONTRACTOR is authorized to cancel the insurance and the effective date of such authorization. The Risk Manager will provide such written notification at the request of CONTRACTOR if the request is made no earlier than two weeks before the work is to be completed.

The liabilities of CONTRACTOR under this Contract will survive and not be terminated, reduced, or otherwise limited by any expiration or termination of insurance coverage. Neither

approval nor failure to disapprove insurance furnished by the contractor will relieve the CONTRACTOR or its sub-contractors from responsibility to provide insurance as required by the contract.

(f) **Risk Manager.** All references herein to the “Risk Manager” will mean the Risk Manager for the CITY or the Risk Manager’s designee.

(g) **Obligations Not Waived.** CONTRACTOR will not be relieved from responsibility to provide required insurance by any failure of the CITY to demand such coverage, or by CITY’s approval of a policy submitted by CONTRACTOR that does not meet the requirements of this Contract.

11. DISPUTES. If a dispute exists concerning this Contract, the Parties agree to use the following procedure prior to pursuing any judicial remedies.

(a) *Negotiations.* A Party will request in writing that a meeting be held between representatives of each Party within 14 Calendar Days of the request or such later date that the Parties may agree to. Each Party will attend and will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization. The purpose of this meeting is to negotiate in the matters constituting the dispute in good faith. The Parties may mutually agree in writing to waive this step and proceed directly to mediation as described below.

(b) *Non-Binding Mediation.* Mediation is a forum in which an impartial person, the mediator, facilitates communication between parties to promote reconciliation, settlement, or understanding among them. Within 30 days after the procedure described above proves unsuccessful or the Parties mutually waive the procedure, the Parties will submit to a non-binding mediation. The mediation, at a minimum, will provide for (i) conducting an on-site investigation, if appropriate, by the mediator for fact gathering purposes, (ii) a meeting of all Parties for the exchange of points of view and (iii) separate meetings between the mediator and each Party to the dispute for the formulation of resolution alternatives. The Parties will select a mediator trained in mediation skills and certified to mediate by the Florida Bar, to assist with resolution of the dispute. The Parties will act in good faith in the selection of the mediator and give consideration to qualified individuals nominated to act as mediator. Nothing in this Contract prevents the Parties from relying on the skills of a person who also is trained in the subject matter of the dispute or a contract interpretation expert. Each Party will attend will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization.

If the Parties fail to reach a resolution of the dispute through mediation, then the Parties are released to pursue any judicial remedies available to them.

12. ADDITIONAL PROVISIONS. The following additional provisions apply:

(a) CONTRACTOR will obtain and comply with the terms and conditions of any and all federal, state and local permits, which may be required for the work to be performed. The CITY will be responsible for obtaining all other permits at the CITY’s cost.

(b) CONTRACTOR will not assign, transfer, delegate or in any other manner dispose of its rights, privileges or obligations under this Contract, without the written consent of the CITY.

(c) This Contract will be governed by and construed in accordance with the laws of the State of Florida. Captions and paragraph headings used herein are for convenience only, are not a part of this Contract and will not be deemed to limit or alter any provisions hereof or to be relevant in construing this Contract. The use of any gender herein will be deemed to be or include the other genders, and the use of the singular herein will be deemed to be or include the plural (and vice versa), wherever appropriate. If any word, phrase, clause, sentence or provision of the Contract, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, invalid or unenforceable, that finding will only effect such word, phrase, clause, sentence or provision, and such finding will not affect the remaining portions of this Contract; this being the intent of the Parties in entering into the Contract; and all provisions of the Contract are declared to be severable for this purpose.

(d) The exclusive venue for any litigation arising out of this Contract will be Volusia County, Florida if in state court, or the U.S. District Court, Middle District of Florida if in federal court.

(e) JURY TRIAL WAIVED. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS CONTRACT, OR ANY DEALINGS BETWEEN THE PARTIES. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY DISPUTES BETWEEN THE PARTIES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER, INCLUDING WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS.

(h) Except where specifically provided herein, in case of litigation between the Parties concerning this Contract, each party will bear all of its litigation costs, including attorney's fees.

(i) This Contract represents the entire agreement of the parties with respect to the subject matter hereof. No representations, warranties, inducements, or oral agreements have been made by either Party except as expressly set forth herein, or in other contemporaneous written agreements.

(Remainder of page intentionally left blank. Agreement continues on following page.)

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as below.

THE CITY

CONTRACTOR

By: _____
Derrick L. Henry, Mayor

By:  _____

Printed Name: Robert Capoferri

Attest: _____
Letitia LaMagna, City Clerk

Title: President

Date: 2/11/2019

Date: _____

Approved as to legal form:

By: _____
Robert Jagger, City Attorney

ATTACHMENT A: LEE COUNTY AGREEMENT

*(Certain parts of the Lee County Agreement, such as the Lee County ITB, are omitted
but will remain on file with the CITY Purchasing Department)*



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

February 7, 2019

City of Daytona Beach

RE: Jimmy Ann Dr- Full Depth Reclamation Project:

Work Authorization No.1 Piggybacking Lee County Contract No. B170265/ANB

To Whom It May Concern:

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

Asphalt Paving Systems, Inc. is proposing to utilize our contract with Lee County, Bid Number B170265/ANB (Alternative Paving Methods). Bid B170265/ANB was awarded to Asphalt Paving Systems on 9/5/17. APS will honor the contract prices for the length of the original contract. Attached is a proposal for the Jimmy Ann Dr Full Depth Reclamation project for work authorization No. 1. This project encompasses Jimmy Ann Dr from Mason Ave to LPGA Blvd and is in accordance with the above referenced contract. The work shall include the pulverization of the existing pavement while injecting the mixed material with emulsion and cement, to create a new base. This base will then be paved with 2" of HMA and striped back with the original pavement markings. Work will commence upon the issuance of a purchase order.

If the City finds this contract to be a suitable purchasing mechanism, please sign below indicating your acceptance and return a copy to Asphalt Paving Systems, Inc. We are very grateful to be able to serve the people of Daytona Beach and we appreciate the work you send us.

Respectfully,

Robert Capoferri
President



DATE: 2/7/2019

TO: Michelle Martin
 The City of Daytona Beach- Technical Services Project Manager
 950 Bellevue Avenue
 Daytona Beach, FL 32115
 386-671-8632

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

RE: Project proposal
 Jimmy Ann Dr- FDR 10" and Remove 2" for HMA

Product	Description	Units	Quantity	Unit Price	Total Price
Lee County Contract- Alternative Paving Methods- Bid #- B170265/ANB					
APM-006	Full Depth Reclamation/ 9-12 (10 inches)	SY	22,841.00	\$ 7.50	\$ 171,307.50
APM-006a	CEMENT (3%)	Ton	343.00	\$ 155.00	\$ 53,165.00
APM-006b	ASPHALT EMULSION (3 Gal/SY)	Gal	68,523.00	\$ 2.55	\$ 174,733.65
327-1	Milling of existing asphalt (2"+/-)	SY	22,841.00	\$ 3.50	\$ 79,943.50
333-1	Asphaltic Concrete Type "S-1" (SP 12.5)	TON	2,567.00	\$ 105.00	\$ 269,535.00
	2" of HMA				
327-1	Milling of existing asphalt (2"+/-)	SY	1,028.00	\$ 3.50	\$ 3,598.00
333-1	Asphaltic Concrete Type "S-1" (SP 12.5)	TON	116.00	\$ 105.00	\$ 12,180.00
	2" of HMA				
710-1	6" Solid Traffic Stripe (paint)	LF	22,187.00	\$ 0.50	\$ 11,093.50
710-2	12" Solid Traffic Stripe (paint)	LF	228.00	\$ 2.75	\$ 627.00
710-3	18" Solid Traffic Stripe (paint)	LF	357.00	\$ 4.00	\$ 1,428.00
710-4	24" Solid Traffic Stripe (paint)	LF	270.00	\$ 4.50	\$ 1,215.00
710-5	6" Skip Traffic Stripe (paint)	LF	1,290.00	\$ 0.55	\$ 709.50
710-7	Directional Arrows (paint)	EA	12.00	\$ 75.00	\$ 900.00
710-8	Pavement Messages (paint)	EA	2.00	\$ 90.00	\$ 180.00
710-9	8" Solid Traffic Stripe (paint)	LF	20.00	\$ 5.00	\$ 100.00
711-1	6" Solid Stripe/Extru. Thermo	LF	22,187.00	\$ 1.25	\$ 27,733.75
711-2	12" Solid Stripe/Extru. Thermo	LF	228.00	\$ 4.50	\$ 1,026.00
710-3	18" Solid Traffic Stripe (paint)	LF	357.00	\$ 5.50	\$ 1,963.50
711-4	24" Solid Stripe/Extru. Thermo	LF	200.00	\$ 5.25	\$ 1,050.00
710-5	6" Skip Traffic Stripe/ Extru. Thermo	LF	1,290.00	\$ 2.00	\$ 2,580.00
711-7	Directional Arrows / Extru. Thermo	EA	12.00	\$ 110.00	\$ 1,320.00
711-8	Pavement Messages /Extru. Thermo	EA	2.00	\$ 225.00	\$ 450.00
711-9	8" Solid Stripe/Extru. Thermo	LF	20.00	\$ 15.00	\$ 300.00
706-1	Reflective Pavement Markings (RPMS)	EA	493.00	\$ 6.00	\$ 2,958.00
101-1	Mobilization	%	1.00	\$ 10,000.00	\$ 10,000.00
102-1	Maintenance Of Traffic	%	1.00	\$ 15,000.00	\$ 15,000.00
	MOT and MOB cost have been discounted to reflect actual job cost				
	Striping billed on actual materials used				
	Final-8" reclaimed base 2"HMA				
	Actual Emulsion and Cement quantities will be based on mix design				
Total					\$ 845,096.90

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

Accepted By: _____

Signature: _____

Date: _____

* Proposal valid for 30 days.

KBS 2/7/19

Project Street list

ITEM	STREET NAME	FROM	TO	LENGTH	WIDTH	TOTAL UNITS	UNIT PRICE	Total
	Jimmy Ann Dr	Mason Ave	LPGA Blvd (at PC)	7,450	25.0	20,694.44		
				1,180	12.0	1,573.33		
				430	12.0	573.33		
		Mill and Overlay 2" at Mason Ave PC 250'		250	37.0	1,027.78		
				9,310.00		23,869	Total	\$0.00



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

CONTRACT REVIEW CHECKLIST

CONTRACT TYPE: Professional Services

SUBJECT: Project known as: Annual Contract for Alternative Paving Methods B170265ANB
Between Lee County and Asphalt Paving Systems, Inc.

Reference: Department Director approval: N/A

County Administrator approval: N/A

Reference: Board action approving contract/agreement
Board Date: 8/15/2017 Agenda Item No.: 33

The subject contract is forwarded herewith for review and/or endorsements:

(1) **By the Director of:** Routed by Procurement *Project Sponsoring Department*

Recommendation to execute
 Not recommending execution for the following reason(s):

Date received: _____ Date returned/forwarded: TO MIKE 8/17/17
Signed: [Signature] 8/29/17

(2) **By Procurement Management:**

Recommending execution
 Not recommending execution for the following reason(s):

Procurement Contract Reviewed by: _____ Date: _____
Date received: _____ Date returned/forwarded: _____
Signed: _____

(3) **By the Risk Management**

Recommending execution
 Not recommending execution for the following reason(s)

Date received: Aug 30, 2017 Date returned/forwarded: Sept 1, 2017
Signed: [Signature]

(4) **By the County Attorney:**

Recommending execution
 Not recommending execution for the following reason(s)

Date received: 9/1/17 Date returned/forwarded: _____
Signed: [Signature]

(5) **Board**

(6) **Clerk's Office, Minutes Department**

(7) **Procurement Management**

2017 SEP -1 AM 11:20
RECEIVED BY
LEE CO. ATTORNEY
9/1/17
2017 SEP -5 AM 9:46
RECEIVED
MINUTES OFFICE
Page 1 of 1



DATE: August 15, 2017
 DEPARTMENT: Transportation
 REQUESTER: Randy Cerchie
 TITLE: Award Contract for Alternative Paving Methods

I. MOTION REQUESTED

- A. Award Invitation to Bid No. B170265ANB Annual Contract for Alternative Paving Methods to the following eight contractors for use on an as-needed basis to provide alternative paving methods and general repairs to County roadways, at the unit prices provided in the attached contracts, for a period of one year, as approved in the department's annual adopted budget: Community Asphalt Corp.; Preferred Materials, Inc.; Ajax Paving Industries of Florida LLC; Cutler Repaving, Inc.; ManCo, Paving and Grading, LLC; Asphalt Paving Systems, Inc.; McShea Contracting, LLC; and Road Surface Recycling Inc.
- B. Authorize the Chair to execute the contract documents on behalf of the Board of County Commissioners.
- C. Grant the Director of Procurement Management the authority to renegotiate execute renewals of the contracts, including price increases, and to execute renewal documents with County Administration approval, for up to three additional one-year periods as approved in the department's annual adopted budget, if doing so is in the best interest of the County.

II. ITEM SUMMARY

Awards Invitation to Bid No. B170265ANB and provides the County with eight vendors to perform alternative paving methods and general repairs to County roadways on an as-needed basis at the unit prices provided in the attached contracts.

III. BACKGROUND AND IMPLICATIONS OF ACTION

A) Board Action and Other History

The Department of Transportation submitted a request to the Department of Procurement Management to obtain bids for alternative paving methods. Procurement advertised. On the bidding deadline of May 10, 2017, Procurement Management received eight bids. All bids have been reviewed by the Department of Transportation and it is recommended that award be made to the eight responsive, responsible bidders meeting all bid requirements: Community Asphalt Corp.; Preferred Materials, Inc.; Ajax Paving Industries of Florida LLC; Cutler Repaving, Inc.; ManCo, Paving and Grading, LLC; Asphalt Paving Systems, Inc.; McShea Contracting, LLC; and Road Surface Recycling Inc.

D) Analysis

Individual projects may be awarded via Supplemental Task Authorizations to any of the firms approved by the Board under this solicitation. Award for individual projects shall be made as follows: 1) Any project/task with a total cost of \$50,000 or less may be awarded to the firm able to meet the required project schedule with the lowest unit prices; 2) Any project/task with a total cost greater than \$50,000, but less than \$500,000, must be quoted by a minimum of three of the awarded firms, and award of the project shall be made to the firm able to meet the required project schedule with the lowest quoted price. Quoted prices may not exceed the unit prices provided in the master contracts, but may be quoted lower. No projects with a cost of \$500,000 or more may be awarded under this solicitation.

IV. FINANCIAL INFORMATION

A)	Current year dollar amount of item:	Estimated to spend \$1,500,000
B)	Is this item approved in the current budget?	Yes
C)	Is this a revenue or expense item?	Expense
D)	Is this Discretionary or Mandatory?	Discretionary
E)	Will this item impact future budgets? If yes, please include reasons in III(D) above.	No
F)	Fund: Transportation Capital Improvement Program: DOT Major Maintenance Project: Road Resurfacing and Lehigh Resurfacing Account Strings: 40468330700, 40671530700	
G)	Fund Type?	Other Transportation Capital Improvement
H)	Comments:	

V. RECOMMENDATION

Approve

ATTACHMENTS:

Description	Upload Date	Type
<u>Proposed Contract - Ajax Paving</u>	7/28/2017	Contract
<u>Proposed Contract - Asphalt Paving Systems</u>	7/28/2017	Contract
<u>Proposed Contract - Community Asphalt Corp</u>	7/28/2017	Contract
<u>Proposed Contract - Cutler Repaving</u>	7/28/2017	Contract
<u>Proposed Contract - Manco Paving and Grading</u>	7/28/2017	Contract
<u>Proposed Contract - McShea Contracting</u>	7/28/2017	Contract
<u>Proposed Contract - Preferred Materials</u>	7/28/2017	Contract
<u>Proposed Contract - Road Surface Recycling</u>	7/28/2017	Contract

REVIEWERS:

Department	Reviewer	Action	Date
Transportation	Turner, Nicole	Approved	7/28/2017 - 1:39 PM
Transportation	Cerchie, Randy	Approved	7/28/2017 - 3:50 PM
Budget Services	Borman, Lori	Approved	7/31/2017 - 7:22 AM
Budget Services	Winton, Peter	Approved	7/31/2017 - 9:04 AM
County Attorney	Lira, Louis C.	Approved	8/2/2017 - 9:16 AM
County Manager	Meurer, Doug	Approved	8/3/2017 - 11:19 AM

**AGREEMENT FOR
ALTERNATIVE PAVING METHODS**

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

WITNESSETH

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

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

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

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

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

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

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

I. PRODUCTS AND SERVICES

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

II. TERM AND DELIVERY

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

III. COMPENSATION AND PAYMENT

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

IV. METHOD OF PAYMENT

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

V. ADDITIONAL PURCHASES

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

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

VI. LIABILITY OF CONTRACTOR

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

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

VII. CONTRACTOR'S INSURANCE

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

VIII. PERFORMANCE AND PAYMENT BOND(S)

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

IX. RESPONSIBILITIES OF THE CONTRACTOR

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

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

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

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

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

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

X. OWNERSHIP OF PRODUCTS

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

XI. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

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

XII. COMPLIANCE WITH APPLICABLE LAW

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

XIII. TERMINATION

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

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

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

XIV. DISPUTE RESOLUTION

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

XV. STOP WORK ORDER

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

1. Cancel the stop work order; or

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

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

XVI. CONTRACTOR WARRANTY

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

XVII. MISCELLANEOUS

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

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

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

Vendor's Representative:

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

County's Representatives:

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

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

[The remainder of this page intentionally left blank.]

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

WITNESS:

Asphalt Paving Systems, Inc.

Signed By: Kenneth Messina

Signed By: _____

Print Name: Kenneth Messina
Secretary

Print Name: Robert Capoferri

Title: President

Date: 7/12/2017

LEE COUNTY

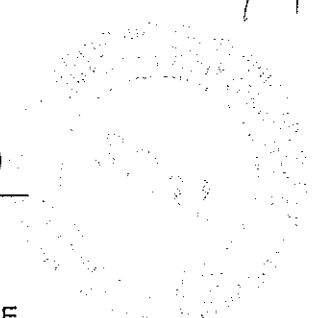
BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: John Marzella
CHAIR

DATE: 9/5/17

ATTEST:
CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk,

BY: Melissa Butler
DEPUTY CLERK



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

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

EXHIBIT A SCOPE OF SERVICES

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

A. Supplemental Task Authorizations

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

B. Award of Supplemental Task Authorizations

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

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

EXHIBIT A
SCOPE OF SERVICES

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

C. Performance of Work under this Agreement

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

D. PRICING

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

**EXHIBIT B
FEE SCHEDULE**

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

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

**EXHIBIT B
FEE SCHEDULE**

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

**EXHIBIT B
FEE SCHEDULE**

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

**EXHIBIT B
FEE SCHEDULE**

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

**EXHIBIT B
FEE SCHEDULE**

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

**EXHIBIT B
FEE SCHEDULE**

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

**EXHIBIT B
FEE SCHEDULE**

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

**EXHIBIT C
INSURANCE REQUIREMENTS**

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

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

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

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

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

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

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

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

**EXHIBIT C
INSURANCE REQUIREMENTS**

Verification of Coverage:

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

- a. The certificate holder shall read as follows:

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

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

Special Requirements:

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

EXHIBIT D
PERFORMANCE AND PAYMENT BONDS

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

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



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Zurich American Insurance Company (2)

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

Administrative Office

1299 Zurich Way
Schaumburg, IL 60196-1056
[United States](#)

[View Additional Address Information](#)

Web: www.zurichna.com

Phone: 800-987-3373

Fax: 877-962-2567

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



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Based on A.M. Best's analysis, [050457 - Zurich Insurance Group Ltd](#) is the AMB Ultimate Parent and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

Best's Credit Ratings

Financial Strength Rating [View Definition](#)

Rating: A+ (Superior)
Affiliation Code: g (Group)
Financial Size Category: XV (\$2 Billion or greater)
Outlook: Negative
Action: Affirmed
Effective Date: December 01, 2016
Initial Rating Date: June 30, 1922

Best's Credit Rating Analyst

Rating Issued by: A.M. Best Rating Services, Inc.
Senior Financial Analyst: Darian Ryan
Senior Director: Michael J. Lagomarsino, CFA, FRM

Disclosure Information



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[A.M. Best Affirms Credit Ratings of Zurich Insurance Company Limited and Its Main Rated Affiliates](#)
December 01, 2016

Long-Term Issuer Credit Rating [View Definition](#)

Long-Term: aa-
Outlook: Negative
Action: Affirmed
Effective Date: December 01, 2016
Initial Rating Date: September 14, 2004

u Denotes [Under Review Best's Rating](#)

Rating History

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

Financial Strength Rating**Long-Term Issuer Credit Rating**

Effective Date	Rating	Effective Date	Rating
12/1/2016	A+	12/1/2016	aa-
10/2/2015	A+	10/2/2015	aa-
11/26/2014	A+	11/26/2014	aa-
11/21/2013	A+	11/21/2013	aa-
11/27/2012	A+	11/27/2012	aa-

Related Financial and Analytical Data

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

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

AMB Credit Reports

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



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

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Press Releases

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

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American Guarantee and Liability Insurance Company (2)

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

Administrative Office

1299 Zurich Way
Schaumburg, IL 60196-1056
[United States](#)

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

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Based on A.M. Best's analysis, [050457 - Zurich Insurance Group Ltd](#) is the AMB Ultimate Parent and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

Best's Credit Ratings

Financial Strength Rating [View Definition](#)

Rating: A+ (Superior)
Affiliation Code: g (Group)
Financial Size Category: XV (\$2 Billion or greater)
Outlook: Negative
Action: Affirmed
Effective Date: December 01, 2016
Initial Rating Date: June 30, 1944

Best's Credit Rating Analyst

Rating Issued by: A.M. Best Rating Services, Inc.
Senior Financial Analyst: Darian Ryan
Senior Director: Michael J. Lagomarsino, CFA, FRM

Long-Term Issuer Credit Rating [View Definition](#)

Long-Term: aa-
Outlook: Negative
Action: Affirmed
Effective Date: December 01, 2016
Initial Rating Date: September 14, 2004

Disclosure Information



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[A.M. Best Affirms Credit Ratings of Zurich Insurance Company Limited and Its Main Rated Affiliates](#)
December 01, 2016


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Rating History

A.M. Best has provided ratings & analysis on this company since 1944.

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

AMB Credit Reports

 **AMB Credit Report** - includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.
Report Revision Date: 3/27/2017 (represents the latest significant change).

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

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Press Releases

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Dec 01, 2016	A.M. Best Affirms Credit Ratings of Zurich Insurance Company Limited and Its Main Rated Affiliates
Oct 02, 2015	A.M. Best Affirms Ratings and Revises Outlook to Negative for Zurich Insurance Company Limited and Some of Its Rated Affiliates
Nov 26, 2014	A.M. Best Affirms Ratings of Zurich American Insurance Company and Its Affiliates
Nov 21, 2013	A.M. Best Affirms Ratings of Zurich American Insurance Company and Its Affiliates
Nov 27, 2012	A.M. Best Affirms Ratings of Zurich American Insurance Company and Its Affiliates
Nov 18, 2011	A.M. Best Affirms Ratings of Zurich American Insurance Company and Its Affiliates
Nov 19, 2010	A.M. Best Upgrades Ratings of Zurich Insurance Company Limited's U.S. Subsidiaries
Dec 17, 2009	A.M. Best Affirms Ratings of Zurich Financial Services Ltd. and Its Subsidiaries
Dec 11, 2008	A.M. Best Affirms Ratings of Zurich Financial Services; Revises Outlook on Ratings of Zurich Insurance Company to Stable
Dec 11, 2007	A.M. Best Revises Outlook on Ratings of Zurich Insurance Company to Positive; Affirms Ratings of Zurich Financial Services

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Client#: 37227

ASHPAV1

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/14/2017

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 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 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: Zurich American Insurance Co. NAIC #: 16535
INSURER B: American Guarantee & Liability 26247
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, 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: Alternative Paving Projects; it is agreed that Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees and public officials, are included as additional insureds with respect to the operations performed by the named insured per Form U-GL-1175-F CW(04/13).

CERTIFICATE HOLDER: Lee County Board of County Commissioners P.O. Box 398 Fort Myers, FL 33902
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: [Signature]

Additional Insured – Automatic – Owners, Lessees Or Contractors



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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: ASPHALT PAVING SYSTEMS, INC.

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

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

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

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

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

However, the insurance afforded to such additional insured:

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

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

This insurance does not apply to:

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

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

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

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

The additional insured must see to it that:

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

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

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

Primary and Noncontributory insurance

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

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

This insurance is excess over:

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

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

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

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

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

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

All other terms and conditions of this policy remain unchanged.



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

Detail by Entity Name

Foreign Profit Corporation
ASPHALT PAVING SYSTEMS, INC.

Filing Information

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

Principal Address

500 N. EGG HARBOR RD.
HAMMONTON, NJ 08037

Mailing Address

P.O. BOX 530
HAMMONTON, NJ 08037

Registered Agent Name & Address

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

Name Changed: 03/28/2016

Address Changed: 03/28/2016

Officer/Director Detail

Name & Address

Title PVPT

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

Title S

MESSINA, KENNETH G
2555 WEYMOUTH ROAD
HAMMONTON, NJ 08037

Title Assistant Corporate Secretary

Cresswell, Noelle
8241 Shenandoah Run
Wesley Chapel, FL 33544

Title Asst. Treasurer

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

Annual Reports

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

Document Images

01/19/2017 -- ANNUAL REPORT	View image in PDF format
03/28/2016 -- AMENDED ANNUAL REPORT	View image in PDF format
01/30/2016 -- ANNUAL REPORT	View image in PDF format
05/11/2015 -- AMENDED ANNUAL REPORT	View image in PDF format
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BOARD OF COUNTY COMMISSIONERS

July 13, 2018

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County Manager

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County Attorney

Donna Marie Collins
Hearing Examiner

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

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

Dear Mr. Capoferri:

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

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

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

Sincerely,

Kimberly Urban

Kimberly Urban
Contracts Analyst
Procurement Management Division

C: Project File



BOARD OF COUNTY COMMISSIONERS

April 11, 2018

239-533-8849

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Richard Wm. Wesch
County Attorney

Donna Marie Collins
Hearing Examiner

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

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

Dear Mr. Capoferri:

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

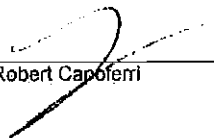
XX a. I want to continue performing under this annual contract for an additional one year period under the same terms and conditions as agreed upon in the above-referenced quotation.

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

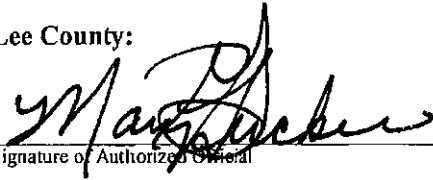
_____ b. I am not interested in extending this contract for an additional one-year period. Why? _____

Vendor:

Lee County:



Signature Robert Capoferri



Signature of Authorized Official

President
Title

Procurement Management Director
Title

4/25/2018
Date

7-12-18
Date