

CATHERINE D. ROBINSON
MAYOR

JOHN ROGERS
VICE-MAYOR

DR. ALVIN B. JACKSON, JR.
CITY MANAGER



Crossroads of Flagler County

COMMISSIONERS:

ROBERT BARNES

TINA-MARIE SCHULTZ

TONYA GORDON

BUNNELL CITY COMMISSION MEETING

Monday, March 14, 2022

7:00 PM

1769 East Moody Boulevard (GSB),
Chambers Room
Bunnell, FL 32110

A. Call Meeting to Order and Pledge Allegiance to the Flag

Roll Call

Invocation for our Military Troops and National Leaders

B. Introductions, Commendations, Proclamations, and Presentations: None

C. Consent Agenda:

C.1. Approval of Warrant

- a. March 14, 2022 Warrant

C.2. Approval of Minutes

- a. February 28, 2022 City Commission Workshop Minutes
- b. February 28, 2022 City Commission Meeting Minutes

C.3. Request Approval to Amend Letter Agreement for Bulk Chemicals

C.4. Request approval to renew the lease at 604 East Moody Blvd. Unit 6

D. Public Comments:

Comments regarding items not on the Agenda. Citizens are encouraged to speak; however, comments are limited to four (4) minutes.

E. Ordinances: (Legislative): None

E.1. Ordinance 2022-10 Requesting to change the Official Zoning Map for 10± acres of land, owned by Kirk and Christy Chong, Bearing the Parcel ID: 06-13-30-0000-03020-0010 Flagler County, AC- Agriculture to City of Bunnell, AG&S, Agricultural & Silviculture District. - Second Reading

E.2. Ordinance 2022-11 Requesting to change the Official Zoning Map for 15.2± acres

of land, owned by First Coast Rolls Offs, LLC, Bearing the Parcel ID: 01-12-28-0000-01010-0011 from Flagler County, AC- Agriculture to City of Bunnell, AG&S, Agricultural & Silviculture District. - First Reading

F. Resolutions: (Legislative):

F.1. Resolution 2022-04 Creating the 2022 Charter Review Committee.

G. Old Business: None

H. New Business:

H.1. Request to pay the costs of \$2,250.98 to Flagler Humane Society for the removal of animals within the City of Bunnell as a result of an animal cruelty case.

H.2. Request Approval of Interlocal Agreement with the Flagler County Sheriff Office for Enhanced Law Enforcement Services for Major Case Investigations Detective Resources.

H.3. Request Approval for Mutual Consent Agreement 2022-03 with Asphalt Paving Systems, Inc. for Micro-Surfacing Continuing Services

H.4. Request Approval of the City Health Insurance Enrollment 2022

I. Reports:

- **City Clerk**
- **City Attorney**
- **City Manager**
- **Mayor and City Commissioners**

J. Call for Adjournment.

This agenda is subject to change without notice. Please see posted copy at City Hall, and our website www.BunnellCity.us.

NOTICE: If any person decides to appeal any decision made by the City Commission or any of its boards, with respect to any matter considered at any meeting of such boards or commission, he or she will need a record of the proceedings, and for this purpose he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based, 286.0105 Florida Statutes.

Any person requiring a special accommodation at this meeting because of a disability or physical impairment should contact the City Clerk at (386) 437-7500 at least 48 hours prior to the meeting date.

THE CITY OF BUNNELL IS AN EQUAL OPPORTUNITY SERVICE PROVIDER.

Posted by City Clerk's office on March 7, 2022



City of Bunnell, Florida

ATTACHMENTS:

Description

Warrant 3/14/2022

Type

Warrant



City of Bunnell, FL

Expense Approval Register

Packet: APPKT07497 - 03.14.2022 Warrant

| (None) | Post Date | Vendor DBA | Description (Item) | Account Number | Amount |
|--|------------|--------------------------------|--|-------------------|------------------|
| Vendor: Advance Stores Company, Incorporated | | | | | |
| | 02/22/2022 | Advance Auto Parts | Glow Plug | 402-0534-534.4620 | 10.61 |
| | 02/24/2022 | Advance Auto Parts | Fuel Filter | 001-0541-541.4640 | 9.09 |
| | | | Vendor Advance Stores Company, Incorporated Total: | | 19.70 |
| Vendor: Advanced Environmental Laboratories, Inc. | | | | | |
| | 03/01/2022 | Advanced Environmental Labo... | Water Testing February 2022 | 404-0535-535.3400 | 1,070.40 |
| | | | Vendor Advanced Environmental Laboratories, Inc. Total: | | 1,070.40 |
| Vendor: Alliant Engineering Inc | | | | | |
| | 02/18/2022 | Alliant Engineering Inc | CIPP Lining - Const Admin Jan ... | 404-0535-535.6300 | 135.00 |
| | 02/18/2022 | Alliant Engineering Inc | Update Engineering Standards .. | 001-0538-538.3100 | 1,206.25 |
| | 02/18/2022 | Alliant Engineering Inc | Update Engineering Standards .. | 001-0541-541.3100 | 1,206.25 |
| | 02/18/2022 | Alliant Engineering Inc | Update Engineering Standards .. | 401-0533-533.3111 | 1,206.25 |
| | 02/18/2022 | Alliant Engineering Inc | Update Engineering Standards .. | 404-0535-535.3100 | 1,206.25 |
| | 02/18/2022 | Alliant Engineering Inc | Grand Reserve Form Board Rev.. | 001-2021000 | 250.00 |
| | 02/18/2022 | Alliant Engineering Inc | Misc Engineering Serv Jan 2022 | 001-0519-519.3100 | 1,123.47 |
| | 02/18/2022 | Alliant Engineering Inc | Misc Engineering Serv Jan 2022 | 401-0533-533.3111 | 737.50 |
| | 02/18/2022 | Alliant Engineering Inc | Engineering Plan Review Janua... | 001-0524-524.3401 | 1,620.00 |
| | 02/21/2022 | Alliant Engineering Inc | Grand Reserve Plot Plan Revie... | 001-2021000 | 6,300.00 |
| | | | Vendor Alliant Engineering Inc Total: | | 14,990.97 |
| Vendor: Alpha General Services | | | | | |
| | 02/23/2022 | Alpha General Services | 240 V Floats | 404-0535-535.5264 | 555.00 |
| | | | Vendor Alpha General Services Total: | | 555.00 |
| Vendor: Brenda Williams | | | | | |
| | 03/02/2022 | Brenda Williams | VLMCC Security Deposit Refund | 001-2201000 | 125.00 |
| | | | Vendor Brenda Williams Total: | | 125.00 |
| Vendor: Bunnell Auto Supply, Inc. | | | | | |
| | 02/17/2022 | NAPA Auto Parts | Grommet/3Stud Metri-Pk RH ... | 402-0534-534.4620 | 52.09 |
| | 02/21/2022 | NAPA Auto Parts | Windshield Wiper Blades | 402-0534-534.4620 | 22.44 |
| | 02/22/2022 | NAPA Auto Parts | Glow Plug Installer/Remover | 402-0534-534.4620 | 24.69 |
| | | | Vendor Bunnell Auto Supply, Inc. Total: | | 99.22 |
| Vendor: Charter Communications Holdings LLC | | | | | |
| | 02/27/2022 | Bright House Networks | 200 Tolman St March 2022 | 404-0535-535.4100 | 109.29 |
| | | | Vendor Charter Communications Holdings LLC Total: | | 109.29 |
| Vendor: Christiana Keith | | | | | |
| | 03/07/2022 | Christiana Keith | Reissue APA000733 | 001-2200000 | 50.00 |
| | | | Vendor Christiana Keith Total: | | 50.00 |
| Vendor: Christopher Hughes | | | | | |
| | 03/04/2022 | Christopher Hughes | Fire Inspection 12/1/21-2/18/... | 001-0512-512.3401 | 324.00 |
| | 03/04/2022 | Christopher Hughes | Fire Inspection 12/1/21-2/18/... | 001-0524-524.3401 | 830.00 |
| | | | Vendor Christopher Hughes Total: | | 1,154.00 |
| Vendor: City of Bunnell - WS O&M | | | | | |
| | 02/28/2022 | City of Bunnell - WS O&M | 01-0040-01 FEB 2022 | 001-0572-572.4300 | 400.39 |
| | 02/28/2022 | City of Bunnell - WS O&M | 01-5270-01 FEB 2022 | 401-0533-533.4300 | 169.45 |
| | 02/28/2022 | City of Bunnell - WS O&M | 02-2060-09 FEB 2022 | 001-0519-519.4300 | 236.20 |
| | 02/28/2022 | City of Bunnell - WS O&M | 02-2080-08 FEB 2022 | 001-0519-519.4300 | 230.69 |
| | 02/28/2022 | City of Bunnell - WS O&M | 02-2503-00 FEB 2022 | 404-0535-535.4300 | 82.29 |
| | 02/28/2022 | City of Bunnell - WS O&M | 02-3191-00 FEB 2022 | 001-0541-541.4300 | 82.29 |
| | 02/28/2022 | City of Bunnell - WS O&M | 03-0161-00 FEB 2022 | 404-0535-535.4300 | 82.29 |
| | 02/28/2022 | City of Bunnell - WS O&M | 03-0320-01 FEB 2022 | 001-0572-572.4300 | 351.49 |
| | 02/28/2022 | City of Bunnell - WS O&M | 03-0370-01 FEB 2022 | 001-0572-572.4300 | 1,004.19 |
| | 02/28/2022 | City of Bunnell - WS O&M | 03-0545-00 FEB 2022 | 404-0535-535.4300 | 82.38 |

Expense Approval Register

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| (None) | Post Date | Vendor DBA | Description (Item) | Account Number | Amount |
|---|------------|------------------------------------|---|-------------------|-----------------|
| | 02/28/2022 | City of Bunnell - WS O&M | 03-1541-00 FEB 2022 | 404-0535-535.4300 | 82.29 |
| | 02/28/2022 | City of Bunnell - WS O&M | 03-4991-00 FEB 2022 | 001-0541-541.4300 | 82.29 |
| | 02/28/2022 | City of Bunnell - WS O&M | 03-5151-00 FEB 2022 | 001-0541-541.4300 | 82.29 |
| | 02/28/2022 | City of Bunnell - WS O&M | 03-5191-00 FEB 2022 | 001-0572-572.4300 | 82.29 |
| | 02/28/2022 | City of Bunnell - WS O&M | 03-5240-01 FEB 2022 | 404-0535-535.4300 | 591.91 |
| | 02/28/2022 | City of Bunnell - WS O&M | 03-5260-01 FEB 2022 | 001-0541-541.4300 | 978.98 |
| | 02/28/2022 | City of Bunnell - WS O&M | 04-0170-02 FEB 2022 | 404-0535-535.4300 | 82.29 |
| | 02/28/2022 | City of Bunnell - WS O&M | 04-1140-01 FEB 2022 | 001-0572-572.4300 | 265.91 |
| | 02/28/2022 | City of Bunnell - WS O&M | 04-2181-00 FEB 2022 | 404-0535-535.4300 | 82.29 |
| | 02/28/2022 | City of Bunnell - WS O&M | 04-2460-03 FEB 2022 | 001-0519-519.4300 | 1,107.35 |
| | 02/28/2022 | City of Bunnell - WS O&M | 04-3031-00 FEB 2022 | 001-0541-541.4300 | 82.29 |
| | 02/28/2022 | City of Bunnell - WS O&M | 04-3032-00 FEB 2022 | 404-0535-535.4300 | 82.29 |
| | 02/28/2022 | City of Bunnell - WS O&M | 04-3360-01 FEB 2022 | 001-0541-541.4300 | 82.29 |
| | 02/28/2022 | City of Bunnell - WS O&M | 06-0327-01 FEB 2022 | 404-0535-535.4300 | 82.29 |
| | | | Vendor City of Bunnell - WS O&M Total: | | 6,488.71 |
| Vendor: Colonial Life & Accident Insurance Company | | | | | |
| | 02/03/2022 | Colonial Life & Accident Insura... | Colonial - February 2022 | 001-2185000 | 980.18 |
| | | | Vendor Colonial Life & Accident Insurance Company Total: | | 980.18 |
| Vendor: DG Hardware, Inc. | | | | | |
| | 02/22/2022 | Ace Hardware | Blue Spray Paint | 404-0535-535.5200 | 34.83 |
| | 02/24/2022 | Ace Hardware | Toilet Repair Items | 001-0572-572.4610 | 56.60 |
| | 02/28/2022 | Ace Hardware | All Seasons Hose | 001-0541-541.5200 | 12.84 |
| | 03/01/2022 | Ace Hardware | Trash Bags/Ziplock Bags/Batter.. | 404-0535-535.5200 | 126.01 |
| | | | Vendor DG Hardware, Inc. Total: | | 230.28 |
| Vendor: Dr Townsend & Associates, PA | | | | | |
| | 01/19/2022 | Dr Townsend & Associates, PA | Recuit Evaluation - Johnathan ... | 001-0521-521.3400 | 300.00 |
| | | | Vendor Dr Townsend & Associates, PA Total: | | 300.00 |
| Vendor: Emma Lee Sanders | | | | | |
| | 03/03/2022 | Emma Lee Sanders | VLMCC Security Deposit Refund | 001-2201000 | 125.00 |
| | | | Vendor Emma Lee Sanders Total: | | 125.00 |
| Vendor: Environmental Land Services of Flagler County, Inc | | | | | |
| | 02/25/2022 | Environmental Land Services | Solid Waste Dumping 2/18-2/... | 402-0534-534.3400 | 4,163.51 |
| | | | Vendor Environmental Land Services of Flagler County, Inc Total: | | 4,163.51 |
| Vendor: Florida Department of Revenue | | | | | |
| | 03/01/2022 | Florida Department of Revenue | Reporting 10/1-12/31/21 - Rai... | 001-0521-521.4900 | 1,957.80 |
| | 03/01/2022 | Florida Department of Revenue | Reporting 10/1-12/31/21 - Rai... | 001-0524-524.4900 | 1,852.69 |
| | | | Vendor Florida Department of Revenue Total: | | 3,810.49 |
| Vendor: Florida League of Cities | | | | | |
| | 03/01/2022 | Florida League of Cities | FLC Actuarial Services | 001-0513-513.3200 | 2,196.30 |
| | 03/01/2022 | Florida League of Cities | FLC Actuarial Services | 401-0533-533.3200 | 294.60 |
| | 03/01/2022 | Florida League of Cities | FLC Actuarial Services | 402-0534-534.3200 | 214.50 |
| | 03/01/2022 | Florida League of Cities | FLC Actuarial Services | 404-0535-535.3200 | 294.60 |
| | | | Vendor Florida League of Cities Total: | | 3,000.00 |
| Vendor: Galls Parent Holdings, LLC | | | | | |
| | 02/22/2022 | Galls, LLC | Badges - Officer/Corp/Sgt/Chief | 001-0521-521.5220 | 830.58 |
| | | | Vendor Galls Parent Holdings, LLC Total: | | 830.58 |
| Vendor: Hawkins Inc | | | | | |
| | 02/24/2022 | Hawkins Inc | WWTP Chemicals | 404-0535-535.5200 | 480.00 |
| | | | Vendor Hawkins Inc Total: | | 480.00 |
| Vendor: Heritage Landscape Supply Group, Inc. | | | | | |
| | 02/17/2022 | FIS Outdoor | Accu-Pour Measuring Pitcher | 001-0541-541.5200 | 7.78 |
| | | | Vendor Heritage Landscape Supply Group, Inc. Total: | | 7.78 |
| Vendor: James Moore & Co., P.L. | | | | | |
| | 01/31/2022 | James Moore & Co., P.L. | YE 9/30/2021 Audit | 001-0513-513.3200 | 9,499.50 |
| | 01/31/2022 | James Moore & Co., P.L. | YE 9/30/2021 Audit | 401-0533-533.3200 | 4,644.20 |
| | 01/31/2022 | James Moore & Co., P.L. | YE 9/30/2021 Audit | 402-0534-534.3200 | 2,322.10 |

Expense Approval Register

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| (None) | Post Date | Vendor DBA | Description (Item) | Account Number | Amount |
|--|------------|--------------------------------|-----------------------------------|--|------------------|
| | 01/31/2022 | James Moore & Co., P.L. | YE 9/30/2021 Audit | 404-0535-535.3200 | 4,644.20 |
| | | | | Vendor James Moore & Co., P.L. Total: | 21,110.00 |
| Vendor: John Deere Company | | | | | |
| | 02/16/2022 | John Deere Company | John Deere TX Gator Model Ye... | 001-0541-541.6400 | 7,731.36 |
| | | | | Vendor John Deere Company Total: | 7,731.36 |
| Vendor: KS Statebank | | | | | |
| | 03/03/2022 | KS Statebank | Environmental Mainline Came... | 404-0535-535.6400 | 26,070.35 |
| | | | | Vendor KS Statebank Total: | 26,070.35 |
| Vendor: Lowe's Companies, Inc | | | | | |
| | 03/03/2022 | Lowe's Home Centers, LLC | PW Yard Break Room Build Out | 001-0541-541.4610 | 102.54 |
| | | | | Vendor Lowe's Companies, Inc Total: | 102.54 |
| Vendor: Lynch Oil Company | | | | | |
| | 03/01/2022 | Lynch Oil Company | Tank 2 | 001-0541-541.5215 | 397.50 |
| | 03/01/2022 | Lynch Oil Company | Tank 2 | 001-0549-549.5210 | 173.72 |
| | | | | Vendor Lynch Oil Company Total: | 571.22 |
| Vendor: Medi-Quick Urgent Care | | | | | |
| | 03/01/2022 | Medi-Quick Urgent Care | New Hires/Physical/Drug Testi... | 001-0521-521.3400 | 2,378.00 |
| | 03/01/2022 | Medi-Quick Urgent Care | New Hires/Physical/Drug Testi... | 401-0533-533.3401 | 397.00 |
| | 03/01/2022 | Medi-Quick Urgent Care | New Hires/Physical/Drug Testi... | 404-0535-535.3400 | 78.00 |
| | | | | Vendor Medi-Quick Urgent Care Total: | 2,853.00 |
| Vendor: Michael Leo Dove | | | | | |
| | 02/28/2022 | Flagler Inspections LLC | Building Inspections 2/12-2/24... | 001-0524-524.3401 | 1,320.00 |
| | | | | Vendor Michael Leo Dove Total: | 1,320.00 |
| Vendor: MLG Municipal Services LLC | | | | | |
| | 03/01/2022 | MLG Municipal Services LLC | Building Official Monthly Pay ... | 001-0524-524.3401 | 2,400.00 |
| | | | | Vendor MLG Municipal Services LLC Total: | 2,400.00 |
| Vendor: NextEra Energy Inc | | | | | |
| | 02/28/2022 | Florida Power & Light | 02735-15254 February 2022 | 001-0519-519.4300 | 45.96 |
| | 02/28/2022 | Florida Power & Light | 06115-08987 February 2022 | 404-0535-535.4300 | 32.69 |
| | 02/28/2022 | Florida Power & Light | 08456-32520 February 2022 | 001-0519-519.4300 | 14.21 |
| | 02/28/2022 | Florida Power & Light | 16455-03937 February 2022 | 001-0541-541.4300 | 356.80 |
| | 02/28/2022 | Florida Power & Light | 16525-04919 February 2022 | 404-0535-535.4300 | 6,215.14 |
| | 02/28/2022 | Florida Power & Light | 16885-09957 February 2022 | 404-0535-535.4300 | 34.81 |
| | 02/28/2022 | Florida Power & Light | 27076-01973 February 2022 | 404-0535-535.4300 | 24.39 |
| | 02/28/2022 | Florida Power & Light | 27516-03917 February 2022 | 404-0535-535.4300 | 83.32 |
| | 02/28/2022 | Florida Power & Light | 47802-16398 February 2022 | 001-0519-519.4300 | 577.22 |
| | 02/28/2022 | Florida Power & Light | 50935-93118 February 2022 | 001-0519-519.4300 | 15.82 |
| | 02/28/2022 | Florida Power & Light | 51926-14112 February 2022 | 001-0519-519.4300 | 70.79 |
| | 02/28/2022 | Florida Power & Light | 56661-53118 February 2022 | 001-0519-519.4300 | 286.69 |
| | 03/01/2022 | Florida Power & Light | 37390-07957 February 2022 | 001-0541-541.4300 | 3,337.14 |
| | 03/01/2022 | Florida Power & Light | 37400-05982 February 2022 | 001-0541-541.4300 | 194.64 |
| | | | | Vendor NextEra Energy Inc Total: | 11,289.62 |
| Vendor: Nextran | | | | | |
| | 02/18/2022 | Nextran | Nuts/Wahser/Bolts | 402-0534-534.4620 | 393.08 |
| | 02/28/2022 | Nextran | Sensor Eng/RPM MP7 | 402-0534-534.4620 | 94.94 |
| | 02/09/2022 | Nextran | Speed Sensor HD4560 | 402-0534-534.4620 | 123.23 |
| | | | | Vendor Nextran Total: | 611.25 |
| Vendor: Nicholson A/C & Heating, Inc. | | | | | |
| | 03/01/2022 | Nicholson A/C & Heating, Inc. | Ice Machine Lease March 2022 | 001-0541-541.4400 | 130.00 |
| | | | | Vendor Nicholson A/C & Heating, Inc. Total: | 130.00 |
| Vendor: OTTO Environmental Systems NA, Inc. | | | | | |
| | 02/25/2022 | OTTO Environmental Systems ... | Solid Waste Carts 95 Gallon | 402-0534-534.5264 | 5,550.00 |
| | 02/25/2022 | OTTO Environmental Systems ... | Solid Waste Cart Replacement ... | 402-0534-534.5264 | 950.00 |
| | 02/25/2022 | OTTO Environmental Systems ... | Solid Waste Carts 65 Gallon | 402-0534-534.5264 | 5,175.00 |
| | | | | Vendor OTTO Environmental Systems NA, Inc. Total: | 11,675.00 |

Expense Approval Register

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| (None) | Post Date | Vendor DBA | Description (Item) | Account Number | Amount |
|--|------------|-------------------------------------|--|-------------------|-----------------|
| Vendor: Palm Coast Observer, LLC | | | | | |
| | 02/17/2022 | Palm Coast Observer, LLC | Ordinance #2022-09 Reedy Co... | 001-0512-512.4800 | 364.00 |
| | 03/03/2022 | Palm Coast Observer, LLC | Ordinance 2022-10 Chong Rez... | 001-0512-512.4800 | 140.00 |
| | | | Vendor Palm Coast Observer, LLC Total: | | 504.00 |
| Vendor: R&K Certified Roofing of Florida, Inc | | | | | |
| | 02/24/2022 | R&K Certified Roofing of Florid... | Re-Roof Versie Lee Mitchell C... | 001-0572-572.6200 | 7,960.00 |
| | | | Vendor R&K Certified Roofing of Florida, Inc Total: | | 7,960.00 |
| Vendor: Rayco Funding & Development, Inc | | | | | |
| | 02/17/2022 | Ormond Septic Systems | Dewatering Box Maintenance | 404-0535-535.3400 | 1,500.00 |
| | | | Vendor Rayco Funding & Development, Inc Total: | | 1,500.00 |
| Vendor: Rush Truck Centers of Florida Inc | | | | | |
| | 02/16/2022 | Rush Truck Centers of Florida I... | Filter - DEF Tank Air | 402-0534-534.4620 | 74.90 |
| | | | Vendor Rush Truck Centers of Florida Inc Total: | | 74.90 |
| Vendor: Southern Recreation Inc | | | | | |
| | 03/03/2022 | Southern Recreation Inc | Hardware Set for Playstructure | 001-0572-572.4900 | 749.00 |
| | | | Vendor Southern Recreation Inc Total: | | 749.00 |
| Vendor: Specialty Consulting Solutions, Inc | | | | | |
| | 02/23/2022 | Specialty Consulting Solutions, .. | Emergency Pump Repair/Repr... | 401-0533-533.4640 | 1,320.00 |
| | 02/23/2022 | Specialty Consulting Solutions, .. | Remove existing, Install/progr... | 401-0533-533.4640 | 2,950.00 |
| | 02/23/2022 | Specialty Consulting Solutions, .. | PLC Processor and I/O modules.. | 401-0533-533.4640 | 3,800.00 |
| | | | Vendor Specialty Consulting Solutions, Inc Total: | | 8,070.00 |
| Vendor: Staples Inc | | | | | |
| | 02/17/2022 | Dex Imaging, LLC | DX42108-01 Overage Chrg 1/1... | 001-0512-512.3400 | 124.10 |
| | 02/17/2022 | Dex Imaging, LLC | DX42108-01 Overage Chrg 1/1... | 001-0513-513.3400 | 33.90 |
| | 02/17/2022 | Dex Imaging, LLC | DX42108-01 Overage Chrg 1/1... | 001-0521-521.3400 | 158.20 |
| | 02/17/2022 | Dex Imaging, LLC | DX42108-01 Overage Chrg 1/1... | 001-0524-524.3400 | 87.31 |
| | | | Vendor Staples Inc Total: | | 403.51 |
| Vendor: Staples, Inc | | | | | |
| | 02/15/2022 | Staples | Bankers Box/5 Slot Vert Sorter | 001-0512-512.5100 | 71.98 |
| | | | Vendor Staples, Inc Total: | | 71.98 |
| Vendor: Sun Country Termite & Pest Control | | | | | |
| | 01/12/2022 | Sun Country Termite & Pest C... | 604 E Moody Ste 6 1/12/22 | 001-0519-519.3401 | 25.00 |
| | 01/28/2022 | Sun Country Termite & Pest C... | 604 E Moody Ste 4 1/28/22 | 001-0519-519.3401 | 25.00 |
| | 01/28/2022 | Sun Country Termite & Pest C... | VLMCC 1/28/22 | 001-0572-572.3400 | 30.00 |
| | 02/25/2022 | Sun Country Termite & Pest C... | VLMCC 2/258/22 | 001-0572-572.3400 | 30.00 |
| | | | Vendor Sun Country Termite & Pest Control Total: | | 110.00 |
| Vendor: Sunshine State One Call of Florida, Inc | | | | | |
| | 02/28/2022 | Sunshine State One Call of Flor... | Monthly Assessment Billing Ja... | 401-0533-533.3401 | 42.27 |
| | 02/28/2022 | Sunshine State One Call of Flor... | Monthly Assessment Billing Ja... | 404-0535-535.3400 | 42.27 |
| | | | Vendor Sunshine State One Call of Florida, Inc Total: | | 84.54 |
| Vendor: Tecta America Corp. | | | | | |
| | 02/28/2022 | Tecta America Corp. | Roof Maintenance | 001-0541-541.4610 | 950.00 |
| | | | Vendor Tecta America Corp. Total: | | 950.00 |
| Vendor: The Gaboton Group, LLC | | | | | |
| | 02/28/2022 | The Gaboton Group, LLC | Retainer - March 2022 | 001-0511-511.3100 | 2,000.00 |
| | | | Vendor The Gaboton Group, LLC Total: | | 2,000.00 |
| Vendor: Tom Evans Environmental, Inc | | | | | |
| | 02/22/2022 | Tom Evans Environmental, Inc | Pickup/Clean/Paint/Test Pump | 401-0533-533.4640 | 1,700.00 |
| | 02/22/2022 | Tom Evans Environmental, Inc | Pump Mpeller, FC 1240A, 1.25... | 401-0533-533.4640 | 1,905.90 |
| | 02/22/2022 | Tom Evans Environmental, Inc | Ring, Casing | 401-0533-533.4640 | 260.00 |
| | 02/22/2022 | Tom Evans Environmental, Inc | Seal, Mechanical | 401-0533-533.4640 | 282.00 |
| | | | Vendor Tom Evans Environmental, Inc Total: | | 4,147.90 |
| Vendor: Traffic Supplies & Distribution LLC | | | | | |
| | 02/11/2022 | Traffic Supplies & Distribution ... | Street Signs with City Logo | 001-0541-541.5310 | 70.00 |
| | | | Vendor Traffic Supplies & Distribution LLC Total: | | 70.00 |

Expense Approval Register

Packet: APPKT07497 - 03.14.2022 Warrant

| (None) | Post Date | Vendor DBA | Description (Item) | Account Number | Amount |
|---|------------|-----------------------------------|---|-------------------|-----------------|
| Vendor: Tyler Technologies | | | | | |
| | 01/26/2022 | Tyler Technologies | Tyler Contene Management U... | 001-0516-516.5230 | 390.00 |
| | 10/01/2021 | Tyler Technologies | Incode CIS/CRM Annual Fee 10... | 401-0533-533.5230 | 1,162.50 |
| | 10/01/2021 | Tyler Technologies | Incode CIS/CRM Annual Fee 10... | 404-0535-535.5230 | 1,162.50 |
| | 02/16/2022 | Tyler Technologies | Tyler Contene Management U... | 001-0516-516.5230 | 325.00 |
| | | | Vendor Tyler Technologies | Total: | 3,040.00 |
| Vendor: U Name It | | | | | |
| | 02/24/2022 | U Name It | Yellow Florescent Signs | 001-0524-524.5100 | 351.00 |
| | | | Vendor U Name It Total: | | 351.00 |
| Vendor: UniFirst Corporation | | | | | |
| | 02/23/2022 | UniFirst Corporation | Uniform Rental | 404-0535-535.5220 | 16.99 |
| | 02/23/2022 | UniFirst Corporation | Uniform Rentals/Mops & Mats | 001-0541-541.5220 | 27.70 |
| | 02/23/2022 | UniFirst Corporation | Uniform Rentals/Mops & Mats | 001-0549-549.5220 | 11.18 |
| | 02/23/2022 | UniFirst Corporation | Uniform Rentals/Mops & Mats | 001-0572-572.5200 | 16.09 |
| | 02/23/2022 | UniFirst Corporation | Uniform Rentals/Mops & Mats | 001-0572-572.5220 | 22.30 |
| | 02/23/2022 | UniFirst Corporation | Uniform Rentals/Mops & Mats | 401-0533-533.5220 | 12.85 |
| | 02/23/2022 | UniFirst Corporation | Uniform Rentals/Mops & Mats | 402-0534-534.5220 | 17.15 |
| | 02/23/2022 | UniFirst Corporation | Uniform Rentals/Mops & Mats | 404-0535-535.5220 | 10.57 |
| | 03/02/2022 | UniFirst Corporation | Uniform Rental | 404-0535-535.5220 | 16.99 |
| | 03/02/2022 | UniFirst Corporation | Uniform Rentals/Mops & Mats | 001-0541-541.5220 | 27.70 |
| | 03/02/2022 | UniFirst Corporation | Uniform Rentals/Mops & Mats | 001-0549-549.5220 | 11.18 |
| | 03/02/2022 | UniFirst Corporation | Uniform Rentals/Mops & Mats | 001-0572-572.5200 | 16.09 |
| | 03/02/2022 | UniFirst Corporation | Uniform Rentals/Mops & Mats | 001-0572-572.5220 | 22.30 |
| | 03/02/2022 | UniFirst Corporation | Uniform Rentals/Mops & Mats | 401-0533-533.5220 | 12.85 |
| | 03/02/2022 | UniFirst Corporation | Uniform Rentals/Mops & Mats | 402-0534-534.5220 | 17.15 |
| | 03/02/2022 | UniFirst Corporation | Uniform Rentals/Mops & Mats | 404-0535-535.5220 | 10.57 |
| | | | Vendor UniFirst Corporation Total: | | 269.66 |
| Vendor: Verizon Wireless | | | | | |
| | 02/13/2022 | Verizon Wireless | Cell Phone & Data Serv 1/14-2... | 001-0512-512.4100 | 80.72 |
| | 02/13/2022 | Verizon Wireless | Cell Phone & Data Serv 1/14-2... | 001-0513-513.4100 | 36.09 |
| | 02/13/2022 | Verizon Wireless | Cell Phone & Data Serv 1/14-2... | 001-0516-516.4100 | 40.36 |
| | 02/13/2022 | Verizon Wireless | Cell Phone & Data Serv 1/14-2... | 001-0521-521.4100 | 576.30 |
| | 02/13/2022 | Verizon Wireless | Cell Phone & Data Serv 1/14-2... | 001-0524-524.4100 | 80.89 |
| | 02/13/2022 | Verizon Wireless | Cell Phone & Data Serv 1/14-2... | 001-0541-541.4100 | 78.18 |
| | 02/13/2022 | Verizon Wireless | Cell Phone & Data Serv 1/14-2... | 001-0549-549.4100 | 142.86 |
| | 02/13/2022 | Verizon Wireless | Cell Phone & Data Serv 1/14-2... | 001-0572-572.4100 | 153.70 |
| | 02/13/2022 | Verizon Wireless | Cell Phone & Data Serv 1/14-2... | 401-0533-533.4100 | 263.99 |
| | 02/13/2022 | Verizon Wireless | Cell Phone & Data Serv 1/14-2... | 402-0534-534.4100 | 193.22 |
| | 02/13/2022 | Verizon Wireless | Cell Phone & Data Serv 1/14-2... | 404-0535-535.4100 | 276.56 |
| | | | Vendor Verizon Wireless Total: | | 1,922.87 |
| Vendor: Vision Service Plan | | | | | |
| | 02/18/2022 | Vision Service Plan | VSP March 2022 | 001-2184000 | 772.28 |
| | | | Vendor Vision Service Plan Total: | | 772.28 |
| Vendor: Vose Law Firm, LLP | | | | | |
| | 02/28/2022 | Vose Law Firm, LLP | February 2022 Legal Fees | 001-0514-514.3102 | 7,000.00 |
| | 02/28/2022 | Vose Law Firm, LLP | February 2022 Legal Fees | 001-0524-524.3102 | 500.00 |
| | | | Vendor Vose Law Firm, LLP Total: | | 7,500.00 |
| Vendor: Wells Fargo Financial Leasing, Inc | | | | | |
| | 02/15/2022 | Wells Fargo Vendor Finanacial ... | 450-7740208-004 February 20... | 001-0512-512.4400 | 110.99 |
| | 02/15/2022 | Wells Fargo Vendor Finanacial ... | 450-7740208-004 February 20... | 001-0513-513.4400 | 110.99 |
| | 02/15/2022 | Wells Fargo Vendor Finanacial ... | 450-7740208-004 February 20... | 001-0521-521.4400 | 110.99 |
| | 02/15/2022 | Wells Fargo Vendor Finanacial ... | 450-7740208-004 February 20... | 001-0524-524.4400 | 111.00 |
| | | | Vendor Wells Fargo Financial Leasing, Inc Total: | | 443.97 |
| Vendor: Zev Cohen & Associates, Inc. | | | | | |
| | 01/14/2022 | Zev Cohen & Associates, Inc. | Services Rendered through Dec.. | 001-0524-524.3100 | 5,140.35 |

Expense Approval Register

Packet: APPKT07497 - 03.14.2022 Warrant

| (None) | Post Date | Vendor DBA | Description (Item) | Account Number | Amount |
|--------|------------|------------------------------|---|-------------------|-------------------|
| | 02/09/2022 | Zev Cohen & Associates, Inc. | Services Rendered through Jan... | 001-0524-524.3100 | 10,177.35 |
| | | | Vendor Zev Cohen & Associates, Inc. Total: | | 15,317.70 |
| | | | Grand Total: | | 180,767.76 |

Fund Summary

| Fund | Expense Amount |
|---------------------|-----------------------|
| 001 - GENERAL FUND | 94,726.74 |
| 401 - WATER | 21,161.36 |
| 402 - SOLID WASTE | 19,398.61 |
| 404 - SEWER | 45,481.05 |
| Grand Total: | 180,767.76 |

Account Summary

| Account Number | Account Name | Expense Amount |
|-----------------------|--------------------------------|-----------------------|
| 001-0511-511.3100 | Professional Services Exp... | 2,000.00 |
| 001-0512-512.3400 | Other Contracted Services | 124.10 |
| 001-0512-512.3401 | Fire Inspection Exp. | 324.00 |
| 001-0512-512.4100 | Communications Expense | 80.72 |
| 001-0512-512.4400 | Rentals/Leases | 110.99 |
| 001-0512-512.4800 | Advertising | 504.00 |
| 001-0512-512.5100 | Office Supplies Expenses | 71.98 |
| 001-0513-513.3200 | Accounting & Auditing Ex... | 11,695.80 |
| 001-0513-513.3400 | Other Contract Services | 33.90 |
| 001-0513-513.4100 | Communications Expense | 36.09 |
| 001-0513-513.4400 | Rental / Lease Expense | 110.99 |
| 001-0514-514.3102 | Legal Services | 7,000.00 |
| 001-0516-516.4100 | Communications Expense | 40.36 |
| 001-0516-516.5230 | Software | 715.00 |
| 001-0519-519.3100 | Professional Services | 1,123.47 |
| 001-0519-519.3401 | Other Contractual Services | 50.00 |
| 001-0519-519.4300 | Utilities | 2,584.93 |
| 001-0521-521.3400 | Other Contract Services | 2,836.20 |
| 001-0521-521.4100 | Communications Expense | 576.30 |
| 001-0521-521.4400 | Rental / Lease Expense | 110.99 |
| 001-0521-521.4900 | Other Current Chgs & Obl... | 1,957.80 |
| 001-0521-521.5220 | Uniforms Exp | 830.58 |
| 001-0524-524.3100 | Professional Services Exp... | 15,317.70 |
| 001-0524-524.3102 | Legal Services | 500.00 |
| 001-0524-524.3400 | Other Contract Services | 87.31 |
| 001-0524-524.3401 | Bldg / Fire Inspection Exp -.. | 6,170.00 |
| 001-0524-524.4100 | Communications Expense | 80.89 |
| 001-0524-524.4400 | Rental / Lease Expense | 111.00 |
| 001-0524-524.4900 | Other Current Chgs & Obl... | 1,852.69 |
| 001-0524-524.5100 | Office Supplies Expenses | 351.00 |
| 001-0538-538.3100 | Professional Services | 1,206.25 |
| 001-0541-541.3100 | Professional Services Exp... | 1,206.25 |
| 001-0541-541.4100 | Communications Expense | 78.18 |
| 001-0541-541.4300 | Utility - Public Services | 5,279.01 |
| 001-0541-541.4400 | Rental / Lease Expense | 130.00 |
| 001-0541-541.4610 | Repair / Maint - Bldgs | 1,052.54 |
| 001-0541-541.4640 | Equipment Repair & Maint.. | 9.09 |
| 001-0541-541.5200 | Operating Supplies | 20.62 |
| 001-0541-541.5215 | Fuel - Off Road Diesel | 397.50 |
| 001-0541-541.5220 | Uniforms Exp | 55.40 |
| 001-0541-541.5310 | Signage | 70.00 |
| 001-0541-541.6400 | Machinery/Equipment Ex... | 7,731.36 |
| 001-0549-549.4100 | Communications | 142.86 |
| 001-0549-549.5210 | Fuel | 173.72 |
| 001-0549-549.5220 | Uniforms | 22.36 |
| 001-0572-572.3400 | Other Contract Services | 60.00 |
| 001-0572-572.4100 | Communications Expense | 153.70 |
| 001-0572-572.4300 | Utility - Public Services | 2,104.27 |
| 001-0572-572.4610 | Repair / Maint - Bldgs | 56.60 |
| 001-0572-572.4900 | Other Current Chgs & Obl... | 749.00 |
| 001-0572-572.5200 | Operating Supplies | 32.18 |

Account Summary

| Account Number | Account Name | Expense Amount |
|-----------------------|-------------------------------|-----------------------|
| 001-0572-572.5220 | Uniforms Exp | 44.60 |
| 001-0572-572.6200 | Building & improvements | 7,960.00 |
| 001-2021000 | Accts Paybl - Gen | 6,550.00 |
| 001-2184000 | Med/Health Employee Lia... | 772.28 |
| 001-2185000 | 125 Plans Employee Paybl .. | 980.18 |
| 001-2200000 | Deposits Paybl - Park Ren... | 50.00 |
| 001-2201000 | Deposits Paybl - CtyHall/C... | 250.00 |
| 401-0533-533.3111 | Professional Services Exp... | 1,943.75 |
| 401-0533-533.3200 | Accounting & Auditing Ex... | 4,938.80 |
| 401-0533-533.3401 | Other Contract Services | 439.27 |
| 401-0533-533.4100 | Communications Expense | 263.99 |
| 401-0533-533.4300 | Utility - Public Services | 169.45 |
| 401-0533-533.4640 | Repair / Maint - Equipme... | 12,217.90 |
| 401-0533-533.5220 | Uniforms Exp | 25.70 |
| 401-0533-533.5230 | Software | 1,162.50 |
| 402-0534-534.3200 | Accounting & Auditing - So.. | 2,536.60 |
| 402-0534-534.3400 | Other Contract Services - ... | 4,163.51 |
| 402-0534-534.4100 | Communications - Solid ... | 193.22 |
| 402-0534-534.4620 | Repair/Maint Vehicles - So.. | 795.98 |
| 402-0534-534.5220 | Uniforms - Solid Waste | 34.30 |
| 402-0534-534.5264 | Small Equipment - Solid ... | 11,675.00 |
| 404-0535-535.3100 | Professional Services | 1,206.25 |
| 404-0535-535.3200 | Accounting and Auditing | 4,938.80 |
| 404-0535-535.3400 | Other Contractual Services | 2,690.67 |
| 404-0535-535.4100 | Communications | 385.85 |
| 404-0535-535.4300 | Utilities | 7,640.67 |
| 404-0535-535.5200 | Operating Supplies | 640.84 |
| 404-0535-535.5220 | Uniforms | 55.12 |
| 404-0535-535.5230 | Software | 1,162.50 |
| 404-0535-535.5264 | Small Equipment | 555.00 |
| 404-0535-535.6300 | Improvements Other Than.. | 135.00 |
| 404-0535-535.6400 | Equipment > \$5,000 | 26,070.35 |
| | Grand Total: | 180,767.76 |

Project Account Summary

| Project Account Key | Expense Amount |
|----------------------------|-----------------------|
| **None** | 180,632.76 |
| 2022 REDI COB | 135.00 |
| | Grand Total: |
| | 180,767.76 |



City of Bunnell, Florida

ATTACHMENTS:

Description
Proposed Minutes

Type
Minutes

CATHERINE D. ROBINSON
MAYOR

JOHN ROGERS
VICE-MAYOR

DR. ALVIN B. JACKSON, JR
CITY MANAGER



COMMISSIONERS:

TONYA GORDON

BOB BARNES

TINA-MARIE SCHULTZ

BUNNELL CITY COMMISSION WORKSHOP MINUTES

Monday, February 28, 2022

6:30 PM

1769 East Moody Boulevard (GSB)
Chambers Room
Bunnell, FL 32110

A. Call Meeting to Order and Pledge Allegiance to the Flag

Mayor Robinson called the meeting to order at 6:30 PM and led the Pledge to the Flag.

B. Roll Call (Present): Mayor Catherine D. Robinson; Vice Mayor John Rogers; Commissioner Tonya Gordon; Commissioner Tina-Marie Schultz; Commissioner Bob Barnes; City Attorney John Cary; City Manager Alvin Jackson, Jr.; Finance Director Shanea Stankiewicz; City Clerk Kristen Bates; Deputy City Clerk Bridgitte Gunnells

C. Introductions, Commendations, Proclamations, and Presentations

Finance Director Stankiewicz presented information on what the nation is calling "The Great Resignation." She discussed the effects of resignations on the City and what workers report as the reason for leaving; the overwhelming reason is better pay. The current City Pay Plan was discussed and as few adjustments have been made since 2017, currently a City of Bunnell employee's purchasing power is 7% less that it was in 2017. Recommendations on how to proceed with a retention increase were provided. In addition to pay adjustments, it was stressed that including professional development, recognizing employees for their years of service, highlighting employees or departments and other means to strengthen morale, job satisfaction and loyalty were presented.

There was no Public Comment.

D. Call for Adjournment.

Motion: Adjourn

Motion by: Vice Mayor Rogers

Seconded by: Commissioner Barnes

Vote: Motion carried unanimously

Catherine D. Robinson, Mayor

Kristen Bates, CMC, City Clerk

Date

Date

****The City adopts summary minutes. Audio files in official City records are retained according to the Florida Department of State GS1-SL records retention schedule****



City of Bunnell, Florida

ATTACHMENTS:

Description
Proposed Minutes

Type
Minutes

CATHERINE D. ROBINSON
MAYOR

JOHN ROGERS
VICE-MAYOR

DR. ALVIN B. JACKSON, JR
CITY MANAGER



COMMISSIONERS:

TONYA GORDON

BOB BARNES

TINA-MARIE SCHULTZ

BUNNELL CITY COMMISSION MINUTES

Monday, February 28, 2022

7:00 PM

1769 East Moody Boulevard (GSB)

Chambers Room

Bunnell, FL 32110

A. Call Meeting to Order and Pledge Allegiance to the Flag

Mayor Robinson called the meeting to order at 7:00 PM and led the Pledge to the Flag.

Roll Call (Present): Mayor Catherine D. Robinson; Vice Mayor John Rogers; Commissioner Tonya Gordon; Commissioner Tina-Marie Schultz; Commissioner Bob Barnes; City Attorney John Cary; City Manager Alvin Jackson, Jr.; Finance Director Shanea Stankiewicz; Infrastructure Director Dustin Vost; City Clerk Kristen Bates; Deputy City Clerk Bridgitte Gunnells

Invocation for our Military Troops and National Leaders

Pastor Elijah Emanuel led the Invocation.

B. Introductions, Commendations, Proclamations, and Presentations

B.1. Presentation: City of Bunnell Municipal Separate Storm Sewer System (MS4)

Infrastructure Director Vost provided information on the City's Municipal Separate Storm Sewer System (MS4). He discussed the importance of the system, what constitutes a violation and stressed the need to report whenever possible illegal discharges into the system are seen.

With consent from the Commission, Item H.1. was moved up on the agenda.

H.1. Confirmation of Hiring and Swearing In of New Police Chief David Brannon

Motion: Confirm the hiring of Police Chief David Brannon.

Motion by: Vice Mayor Rogers

Second by: Commissioner Gordon

Board Discussion:

Public Discussion:

Vote: Motion carried unanimously

Judge Totten swore Chief Brannon into his office as Police Chief of the Bunnell Police Department. Chief Brannon's family pinned his badge and stars onto his uniform.

Following the swearing in of Chief Brannon, another swearing in ceremony occurred. Five new officers to the Bunnell Police Department were sworn into office. The following were sworn into duty for the Bunnell Police Department:

- Ciara H. Devane
- Leanna Marie Homen
- Alton G. Ogden
- Keith Najee Waheed
- Jonathon D. Raihala

The Commission presented Chief Snead with a plaque for all that he has done for the City and for the Bunnell Police Department.

C. Consent Agenda:

C.1. Approval of Warrant

a. February 28, 2022 Warrant

C.2. Approval of Minutes

a. February 28, 2022 City Commission Meeting Minutes

C.3. Request Approval of the Business Incentive Program Agreement for VRE Hold Co.

Note: Item C.2 was pulled from the Consent Agenda by Commissioner Schutz.

Motion: Approve C1 and C3

Motion by: Vice Mayor Rogers

Second by: Commissioner Schultz

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously

C.2. Approval of Minutes

a. February 28, 2022 City Commission Meeting Minutes

Commissioner Schultz asked the motion for Item E1 the ordinance regarding the potential charter amendment regarding districts be amended to include language the Ordinance was tabled to be reviewed by the Charter Review Committee.

Motion: Approve the minutes of the February 28, 2022 City Commission Meeting as amended.

Motion by: Commissioner Gordon

Second by: Vice Mayor Rogers

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously

D. Public Comments:

Comments regarding items not on the agenda. Citizens are encouraged to speak; however, comments are limited to four (4) minutes.

Daisy Henry (E. Drain Street): Stated she is present on behalf of the Governors Board for the Carver Gym. She reported this Board was “left out of the loop” with decisions made regarding hiring of staff at the Carver Gym by the Flagler County School Board. As a result of this lack of communication, the community is being left out of program decisions being made at and for the Carver Gym. She read from the Governor’s Board Powers and Authority document. She asked Commissioner Gordon to investigate these concerns, report back to the City Commission and the City Commission take action since the City provides funding for the Carver Gym.

Hershel “Hutch” King (County Road 25): Spoke on his support of Commissioner residency districts for the City of Bunnell. He stated the only way for all people to be heard is through districts so that a single section does not dominate the decisions being made within the City as has happened with Palm Coast in Flagler County. He

feels residency districts for Commissioners is the most fair and equitable way for all citizens to be represented and be heard.

Pastor Elijah Emanuel (Palm Coast): Stated he used to work at the Carver Gym. He stated there are things happening at the Carver Gym the City should know about. He provided a copy of the resume of a recent hire by the Flagler County School Board to run the Carver Gym and explained why he felt the person is not qualified for this position. He stated the Carver Gym Governors Board is not being allowed to provide their guidance and direction in the operation of the center as permitted in the Power and Authority granted to the Board. He stated the Governors Board was told only those funding the Gym have a voice in the operation of the facility; the City provides funding to the Carver Gym. He stated people making decisions for the facility never come to the Center, do not know the needs of this community, or know the children in the community. He asked the Commission to investigate these concerns, get involved and take action.

Sims Jones (Palm Coast): Stated he is community activist, and he is on the Governors Board for the Carver Gym. He fought to keep it open when the County tried to close the facility. This is the only place in the community to provide activities for learning, programs and events geared to the community. He reported there is a library in the gym for black heritage that was dedicated by the community and there are plans are to move this resource out of the gym. He respectfully asked the City Commission look into the operations and decision being made at the Carver Gym.

David Williams (Bunnell): Stated he is on the Governors Board for the Carver Gym and is George Washington Alumni. He read the purpose of the Governors Board drafted and enacted by Flagler County and the Flagler County School Board. In those rules it states the Governors Board has the power and authority to offer support and advice for the operation and management of the Carver Gym. He asked the City Commission voice their opinion about the Gym and what is going on there.

Bonita Robinson (Hyman Circle): Stated she was hired as site manager of the Carver Center. She stated Joshua Walker is not running the Carver Gym; that is her duty as the site manager.

E. Ordinances: (Legislative):

E.1. Ordinance 2022-04 Amending Section 2-87 of the Land Development Code Expanding Notice Requirements. - Second Reading

City Attorney Cary read the short title into the record. He discussed a change in the proposed ordinance which would make the additional notification apply for applicant driven zoning change requests, not administrative or City driven ones.

Motion: Adopt Ordinance 2022-04 Amending Section 2-87 of the Land Development Code Expanding Notice Requirements as amended. - Second Reading

Motion by: Commissioner Barnes

Second by: Commissioner Gordon

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously

E.2. Ordinance 2022-09 Requesting the Voluntary Contraction of the City's Boundary for a 2.2± acre property located north of State Highway 100. - Second Reading

City Attorney Cary read the short title into the record.

Motion: Adopt Ordinance 2022-09 Requesting the Voluntary Contraction of the City's Boundary for a 2.2± acre property located north of State Highway 100. - Second Reading

Motion by: Commissioner Gordon

Second by: Vice Mayor Rogers

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously

E.3. Ordinance 2022-10 Requesting to change the Official Zoning Map for 10± acres of land, owned by Kirk and Christy Chong, Bearing the Parcel ID: 06-13-30-0000- 03020-0010 Flagler County, AC- Agriculture to City of Bunnell, AG&S, Agricultural & Silviculture District. - First Reading

City Attorney Cary read the short title into the record.

Motion: Approve Ordinance 2022-10 Requesting to change the Official Zoning Map for 10± acres of land, owned by Kirk and Christy Chong, Bearing the Parcel ID: 06-13-30-0000-03020-0010 Flagler County, AC- Agriculture to City of Bunnell, AG&S, Agricultural & Silviculture District. - First Reading

Motion by: Vice Mayor Rogers

Second by: Commissioner Schultz

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously

F. Resolutions: (Legislative):

F.1. Resolution 2022-03 Request to Approve Auditor Selection Committee

Finance Director Stankiewicz presented the item to the Board and explained the role of the committee as required by Florida Statute.

Motion: Adopt Resolution 2022-03 Request to Approve Auditor Selection Committee

Motion by: Vice Mayor Rogers

Second by: Commissioner Gordon

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously

Motion: Nominate Commissioner Schultz to be the Chair of the Auditor Selection Committee.

Motion by: Commissioner Schultz

Second by: Vice Mayor Rogers

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously

G. Old Business: None

H. New Business: None

H.1. Confirmation of Hiring and Swearing In of New Police Chief David Brannon

This item was moved up on the agenda.

H.2. Request to Approve Business Incentive Program Application for Scott Mulligan City Manager Jackson Presented the item to the Board.

This item was introduced and explained by City Manger Jackson. This application falls under the spec building category. He stated the City is in need of a building inventory that will allow businesses to move into the City to set up operations without having to go through the building process.

Motion: Approve the Business Incentive Program Application for Scott Mulligan.

Motion by: Commissioner Schultz
Second by: Commissioner Barnes
Board Discussion: None
Public Discussion: None
Vote: Motion carried unanimously

H.3. Request Approval for the Authorization to the East Flagler Mosquito Control District for Aerial Spraying over Congested Areas

City Clerk Bates stated introduced and explained this item.

Motion: Approval of the Authorization to the East Flagler Mosquito Control District for Aerial Spraying over Congested Areas

Motion by: Vice Mayor Rogers

Second by: Commissioner Gordon

Board Discussion: Mayor Robinson and Commissioner Schultz expressed interest in participating in the fly along when the District does their flight.

Public Discussion: None

Vote: Motion carried unanimously

H.4. Employee Pay and Compensation Study

City Manager Jackson introduced this item. He stated the Commission heard detailed information about this request and the need for these actions in the Workshop which occurred prior to the start of this meeting.

Motion: Approve the Retention Pay Increase and the completion of an Employee Pay and Compensation Study

Motion by: Vice Mayor Rogers

Second by: Commissioner Gordon

Board Discussion: Commissioner Barnes advised the public the reason there were not a lot of questions about this item either at the workshop or now was due to the extensive discussions held through their one-on-one meetings prior to tonight.

Public Discussion: None

Vote: Motion carried unanimously

I. Reports:

- **City Clerk** – None
- **City Attorney** – Advised there is an active animal cruelty case within the City. The Vose Law Firm is assisting the Flagler Humane Society with the court case. He advised Garret Olsen from the firm will handle the case and be in attendance at the next meeting.
- **City Manager** – Advised the Commission will see the request to the City for assisting with costs for the animal care in the cruelty case at the next meeting. Thanked Chief Snead for responding to his request for help so quickly and all that he has done for the City.
- **Mayor and City Commissioners**
 - **Commissioner Gordon** – Thanked Chief Snead for all he did for the City. Her thoughts go out to all those families affected by the traffic accidents that happened in the County on Friday.
 - **Commissioner Barnes** – Thanked Chief Snead for coming to the City and all he has done to help the City Police Department.
 - **Vice Mayor Rogers** – Stated there were several dangerous accidents on Flagler County roads last week. Reminded everyone to slow down and be safe; he reminded drivers the law is to slow down and mover over for the safety of those responding to accidents on the roadways.
 - **Commissioner Schultz** – Stated Friday she did a meet and greet on Saturday. One of the business owners, who moved to Bunnell, reported

that when looking for a location for his business that his relator didn't even make recommendations about options in Bunnell. She would like to see Bunnell's image change so this can change. Wished the Mayor "Happy Birthday."

- **Mayor Robinson** – Expressed deep gratitude and thanks to Chief Snead. She hopes that he will continue to consult with the City. She was touched by the pouring out of support for the officers sworn in tonight by their family and friends.

J. Call for Adjournment.

Motion: Adjourn

Motion by: Vice Mayor Rogers

Seconded by: Commissioner Gordon

Vote: Motion carried unanimously

Catherine D. Robinson, Mayor

Kristen Bates, CMC, City Clerk

Date

Date

*****The City adopts summary minutes. Audio files in official City records are retained according to the Florida Department of State GS1-SL records retention schedule*****



City of Bunnell, Florida

Agenda Item No. C.3.

Document Date: 1/26/2022 Amount:
Department: Infrastructure Account #:
Subject: Request Approval to Amend Letter Agreement for Bulk Chemicals
Agenda Section: Consent Agenda:
Goal/Priority: Infrastructure

ATTACHMENTS:

| Description | Type |
|--|------------|
| Hawkins Mutual Consent Agreement Renewal | Cover Memo |
| Hawkins Deltona Agreement Renewal | Cover Memo |

Summary/Highlights:

Staff is seeking approval to amend the letter of agreement with Hawkins, Inc for the first of two 1-year renewal terms.

Background:

The original contract for Hawkins, Inc. was renewed by the City of Deltona for an additional year.

The Infrastructure Department has used Hawkins, Inc to supply water treatment chemicals to treat the water in the Drinking Water and Wastewater Treatment Plants. Renewing the piggyback agreement will allow these plants to run smoothly and effectively.

Staff Recommendation:

Approve the extension of the City of Deltona piggyback agreement with Hawkins, Inc.

City Attorney Review:

Approved as to form and legality.

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Approved.

CONTRACT NO. 2022-02

**FIRST AMENDMENT TO LETTER AGREEMENT FOR
BULK CHEMICALS
BETWEEN HAWKINS, AND
CITY OF BUNNELL, FLORIDA**

THIS FIRST AMENDMENT is made on this 2nd date of March, 2022 to that certain Letter Agreement ("Agreement") entered into by and between Hawkins, Inc, a Minnesota Corporation authorized to do business in the State of Florida, ("Contractor"), 2381 Rosegate, Roseville, MN 55113, and the City of Bunnell ("City of Bunnell"), a municipal corporation organized and existing under the laws of the State of Florida, whose address is 604 East Moody Boulevard, Bunnell, Florida 32110.

WHEREAS, Contractor executed an bulk chemical supply Contract No ITB #PW 18-05 ("Contract No. PW 18-05) with the City of Deltona, Florida effective on September 24, 2020; and

WHEREAS, the City of Deltona is a local government unit in the State of Florida and functions as a municipal corporation; and

WHEREAS, Section 163.01, Florida Statutes, also referred to as the Florida Interlocal Cooperation Act, permits local governments to cooperate with other localities, on the basis of mutual advantage; and

WHEREAS, the City of Bunnell was and continues to be in need of various water treatment chemicals similar to the services Contractor was and continues to provide the City of Deltona, to adequately and effectively treat the water in the Water Treatment and Waste Water Treatment Plants; and

WHEREAS, Section 2-118(b) of the City of Bunnell Code of Ordinances provides that when it is in the best interest of the City, the City may cooperatively purchase from any other government agency, which has competitively bid and awarded any contract for any product or service at the awarded price, if the original bid specifications and award allow it and if the other governmental agency's procurement complies with the City of Bunnell's competitive bid policy; and

WHEREAS, the Bunnell City Commission found Contract ITB #PW 18-05 was competitively bid by City of Deltona with procedural guarantees of fairness and competitiveness equivalent to those of the City of Bunnell; 2) the Contractor authorized the City of Bunnell to "piggyback" on the competitive pricing provided to City of Deltona in Contract No. ITB #PW 18-05; and 3) it was in the best interest of the residents of the City of Bunnell to enter into an agreement with Contractor containing similar terms and conditions as contained Contract No. ITB #PW 18-05; and

WHEREAS, the parties agreed and consented to "piggyback" on the rates/prices and terms and conditions in Contract No. ITB #PW 18-05, including all attachments, addenda,

unit prices, and all other applicable documents; and

WHEREAS, the current term of the City of Deltona agreement is due to expire on September 6, 2022; and

WHEREAS, due to Contractors past performance, the City desires to exercise the options to extend the term of the Agreement to the same expiration date of the City of Deltona agreement.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. **Incorporation by Reference.** The foregoing WHEREAS clauses are incorporated by reference.

2. **Term.** The term of the Agreement between the parties is hereby extended to September 6, 2022 by this Amendment.

3. **Effective Date.** This amendment shall be effective as of February 7, 2022.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

HAWKINS, INC.

[Signature]

Print Name: Raymond Pool

Title: Region Manager

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 3rd day of march, 2022, by Raymond Pool of Hawkins Inc., a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced (type of identification) as identification.

[Signature]

Signature of Notary Public - State of Florida

Printed/Typed/Stamped Name of Notary
My commission expires:



CITY OF BUNNELL

Catherine D. Robinson, Mayor

Date: _____

ATTEST:

Kristen Bates, City Clerk

Approved as to Legal Form

Vose Law Firm, City Attorney



City of Deltona
AS NEEDED CHEMICALS & CHEMICAL FEED
EQUIPMENT
ITB # PW 18-05
2021-2022 RENEWAL FORM

To be completed by Contractor:

- YES We would like to renew this agreement for another year at the same price terms and conditions as the previous year.
- YES We would like to renew this agreement for another year with the attached price increase
- NO We do not want to renew this agreement for another year.

PLEASE SEND AN UPDATED INSURANCE CERTIFICATE NAMING THE CITY OF DELTONA AS AN ADDITIONAL INSURED & PROOF OF WORKERS COMPENSATION IF APPLICABLE.

Allow us to update our records by providing the following information:

Name of Company / Organization: Hawkins, Inc.

Name of Contact Person: Raymond Pool

Mailing Address: 2236 Clark Street Apopka, FL 32703

Email Contact Address: chuck.pool@hawkinsinc.com

Phone: Organization: (800) 330-1369 Fax: (800) 524-9315

Contractor's Authorized Representative: [Signature] Date: 8-24-2021

For City Use Only:

Renewal Accepted Pricing Agreement Expiration: 9/10/2022

Purchasing Agent: [Signature: Kate Duffy] Date: 8/25/21

Department Director: [Signature] Date: 8/25/21

Steven G. Danskine, P.E. Digitally signed by Steven G. Danskine, P.E.
DN: cn=US, e=SDanskine@deltonafl.gov, o="City of Deltona, FL", ou="Deltona Water/Public Works", c="Steven G. Danskine, P.E."
Date: 2021.08.24 16:29:41-04'00'

Please return to the City of Deltona
 Attn: Jacque Cioffi
 Purchasing Agent
 255 Enterprise Rd
 Deltona, Florida 32725
 Email: jcioffi@deltonafl.gov - Phone: (386) 878-8974 - Fax: (386) 878-8971

August 24, 2021



Jacque Cioffi
City of Deltona, Florida
255 Enterprise Road
Deltona, FL 32725

Jacque,

Hawkins Inc. would like to amend your pricing for the next year due to chemical market conditions. We would like to suggest the following increase for two products and renew the rest of the contract. These two products have increased beyond the normal increases for this time period and require us to escalate these prices. These prices will go into effect on 9-06-2021 unless city needs some additional time to process this request.

Aqua Hawk 1124 from \$14.75 per gallon to \$18.50 per gallon

FBS-C-1282 Polymer from \$14.10 per gallon to \$17.00 per gallon

Thank you and let us know how we can further assist,

Chuck Pool

Hawkins Inc.



City of Bunnell, Florida

Agenda Item No. C.4.

Document Date: 2/22/2022 Amount:
Department: City Manager Account #:
Subject: Request approval to renew the lease at 604 East Moody Blvd. Unit 6
Agenda Section: Consent Agenda:

ATTACHMENTS:

| Description | Type |
|-------------|----------|
| Lease | Contract |

Summary/Highlights:

This is a request to renew the lease for the Customer Service office at 604 East Moody Blvd. Unit 6.

Background:

The City opened the Customer Service office on April 1, 2021. Until the new City Administration Complex is built, the City needs to continue operations at this rental space.

Staff Recommendation:

Approve the renewal of the lease for 604 East Moody Blvd. Unit 6 and authorize the City Manager to sign future renewals for rental spaces as needed.

City Attorney Review:

Approved as to form and legality.

Finance Department Review/Recommendation:

Approve

City Manager Review/Recommendation:

Approved.

LEASE EXTENSION AGREEMENT

The undersigned by this Addendum to that certain Lease Agreement between Parties with TRAILCO GROUP, INC., as LANDLORD and CITY of BUNNELL, as TENANT, which expires on February 28, 2022, for property located at 604-6 do agree as follows:

1. The new term of Lease is from March 1, 2022 to February 28, 2023.
2. The monthly base rental during the extension term is \$800.00 per month.
3. In addition to base rent, the TENANT shall be responsible for trash pickup in the amount of \$40.00. If trash pickup expenses increase, TENANT shall be responsible for its share of the increase.

All remaining terms and conditions of the existing Lease Agreement remain unchanged except as may be affected by these amendments, and such terms and conditions are confirmed, ratified and re-stated. In the event of a conflict between the Lease and this Addendum, the Addendum shall prevail.

Trailco Group, Inc.

By: _____

Its

LANDLORD

Date



City of Bunnell, Florida

Agenda Item No. E.1.

Document Date: 2/21/2022 Amount:
Department: Community Development Account #:
Subject: Ordinance 2022-10 Requesting to change the Official Zoning Map for 10± acres of land, owned by Kirk and Christy Chong, Bearing the Parcel ID: 06-13-30-0000-03020-0010 Flagler County, AC- Agriculture to City of Bunnell, AG&S, Agricultural & Silviculture District. - Second Reading
Agenda Section: Ordinances: (Legislative): None
Goal/Priority: Increase Economic Base

ATTACHMENTS:

| Description | Type |
|--------------------------------------|-----------------|
| Chong Proposed Ordinance 2nd Reading | Ordinance |
| Chong Location Map | Location Map(s) |

Summary/Highlights:

The applicant is requesting an amendment to the official zoning map to change the zoning on a 10± acre property from Flagler County, "AC- Agriculture" to City of Bunnell, "AG&S, Agricultural & Silviculture".

The property is designated "Agricultural & Silviculture" on the City of Bunnell Future Land Use Map in the Comprehensive Plan.

The Planning, Zoning and Appeals Board heard this request at their February 1, 2021 Meeting. At that meeting, the PZA Board voted to recommend approval of the proposed ordinance.

This item was heard at the February 28, 2022 City Commission Meeting. At this meeting, the Commission voted to approve the proposed ordinance. As required by Florida Statute, this item was advertised in the March 3, 2022 edition of the Palm Coast Observer.

Background:

The applicants, Kirk and Christy Chong, own a 10± acre property identified as Parcel ID: 06-13-30-0000-03020-0010. The property is addressed as 5925 State Highway 11. The applicant plans to split the property into 5 acre lots and build two residences on the property.

The property is currently zoned Flagler County "AC-Agriculture". Although annexed into the City, the property did not receive a City of Bunnell zoning classification. The Flagler County "AC-Agriculture" has a minimum lot size of five (5) acres.

The proposed zoning classification is City of Bunnell "AG&S, Agricultural & Silviculture". The intent of the "AG&S zoning classification is to "permit a range of agricultural and/or silvicultural uses and to accommodate very low density residential development at a concentration of one dwelling unit per five acres".

The proposed "AG&S, Agricultural & Silviculture" zoning is consistent with the Future Land Use Map and the existing pattern of surrounding development.

Staff Recommendation:

Adopt Ordinance 2022-10 Requesting to change the Official Zoning Map for 10± acres of land, owned by Kirk and Christy Chong, Bearing the Parcel ID: 06-13-30-0000-03020-0010 Flagler County, AC- Agriculture to City of Bunnell, AG&S, Agricultural & Silviculture District. - Second Reading

City Attorney Review:

Approved as to form and legality.

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

ORDINANCE 2022-10

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA PROVIDING FOR THE REZONING OF REAL PROPERTY TOTALING APPROXIMATELY 10.0 ± ACRES, OWNED BY KIRK AND CHRISTY CHONG, BEARING PARCEL ID: 06-13-30-0000-03020-0010, LOCATED ON THE EAST SIDE OF STATE ROAD 11 APPROXIMATELY 3.0 MILES NORTH OF COUNTY ROAD 140 WITHIN THE BUNNELL CITY LIMITS FROM FLAGLER COUNTY, “AC, AGRICULTURE” TO CITY OF BUNNELL, “AG&S, AGRICULTURAL & SILVICULTURE”; PROVIDING FOR THE TAKING OF IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR THE ADOPTION OF MAPS BY REFERENCE; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR NON-CODIFICATION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Kirk and Christy Chong, the owners of certain real property, which land totals approximately 10± acres in size located on the east side of State Road 11 approximately 3.0 miles north of County Road 140 within the Bunnell city limits and is assigned Tax Parcel Identification Number 06-13-30-0000-03020-0010, by the Property Appraiser of Flagler County; and

WHEREAS, Kirk and Christy Chong, has applied to the City of Bunnell pursuant to the controlling provisions of State law and the *Code of Ordinances of the City of Bunnell*, to have the subject property rezoned to the City of Bunnell “AG&S, Agricultural & Silviculture” zoning classifications from the existing Flagler County, “AC, Agriculture” zoning classification; and

WHEREAS, the City’s Community Department has conducted a thorough review and analysis of the demands upon public facilities and general planning and land development issues should the subject rezoning application be approved and has otherwise reviewed and evaluated the application to determine whether is comports with sound and generally accepted land use planning practices and principles as well as whether the application is consistent with the goals, objectives and policies set forth in the City’s *Comprehensive Plan*; and

WHEREAS, on February 1, 2022 the Planning, Zoning and Appeals Board of the City of Bunnell reviewed this request and recommended approval of the proposed ordinance to the City Commission; and

WHEREAS, professional City planning staff, the City’s Planning, Zoning and Appeals Board and the City Commission have determined that the proposed rezoning of the subject property as set forth in this Ordinance is consistent with the *Comprehensive Plan of the City of Bunnell*, the land development regulations of the City of Bunnell, and the controlling provisions of State law; and

WHEREAS, the City Commission of the City of Bunnell, Florida has taken, as implemented by City staff, all actions relating to the rezoning action set forth herein in accordance with the requirements and procedures mandated by State law.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BUNNELL, FLORIDA:

Section 1. Legislative Findings and Intent.

- (a) The City Commission of the City of Bunnell hereby adopts and incorporates into this Ordinance the City staff report and City Commission agenda memorandum relating to the application relating to the proposed rezoning of the subject property as well as the recitals (whereas clauses) to this Ordinance.
- (b) The subject property, which is approximately 10± acres in size, is located on the east side of State Road 11 approximately 3.0 miles north of County Road 140 in the City of Bunnell.
- (c) The City of Bunnell has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance.

Section 2. Rezoning of Real Property/Implementing Actions.

- (a) Upon enactment of this Ordinance the following described property, as depicted in the map attached to this Ordinance, and totaling approximately 10± acres in size, shall be rezoned to the City of Bunnell “AG&S, Agricultural & Silviculture” zoning classification from the existing Flagler County, “AC, Agriculture” zoning classification; and

LEGAL DESCRIPTION:

10.00 ACRES PT OF THE S 1/2 OF S 1/2 POB SE CRNR SEC 6 THENCE SW 1101.62' TO ELY ROW SR 11 NE ALONG ROW 415.34' NE 1030.73' SE 410.02' TO POB OR 2565/1115

ADDRESS: 5925 STATE HWY 11

TAX PARCEL IDENTIFICATION NUMBER: 06-13-30-0000-03020-0010

- (b) The City Manager, or designee, is hereby authorized to execute any and all documents necessary to formalize approval of the rezoning action taken herein and to revise and amend the Official Zoning Map or Maps of the City of Bunnell as may be appropriate to accomplish the action taken in this Ordinance.
- (c) Conditions of development relating to the subject property may be incorporated into the subsequent pertinent development orders and such development orders may be subject to public hearing requirements in accordance with the provisions of controlling law.

Section 3. Incorporation of Maps.

The maps attached to this Ordinance are hereby ratified and affirmed and incorporated into this Ordinance as a substantive part of this Ordinance.

Section 4. Conflicts.

All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed

Section 5. Severability.

If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this Ordinance not otherwise determined to be invalid, unlawful, or unconstitutional.

Section 6. Non-codification.

This Ordinance shall be not be codified in the *City Code of the City of Bunnell* or the *Land Development Code of the City of Bunnell*; provided, however, that the actions taken herein shall be depicted on the zoning maps of the City of Bunnell by the City Manager, or designee.

Section 7. Effective Date

This Ordinance shall take effect upon adoption.

First Reading: on this 28th day of February 2022.

Second/Final Reading: adopted on this 14th day of March 2022.

CITY COMMISSION, City of Bunnell, Florida.

By: _____
Catherine D. Robinson, Mayor

Approved for form and content by:

Vose Law Firm, City Attorney

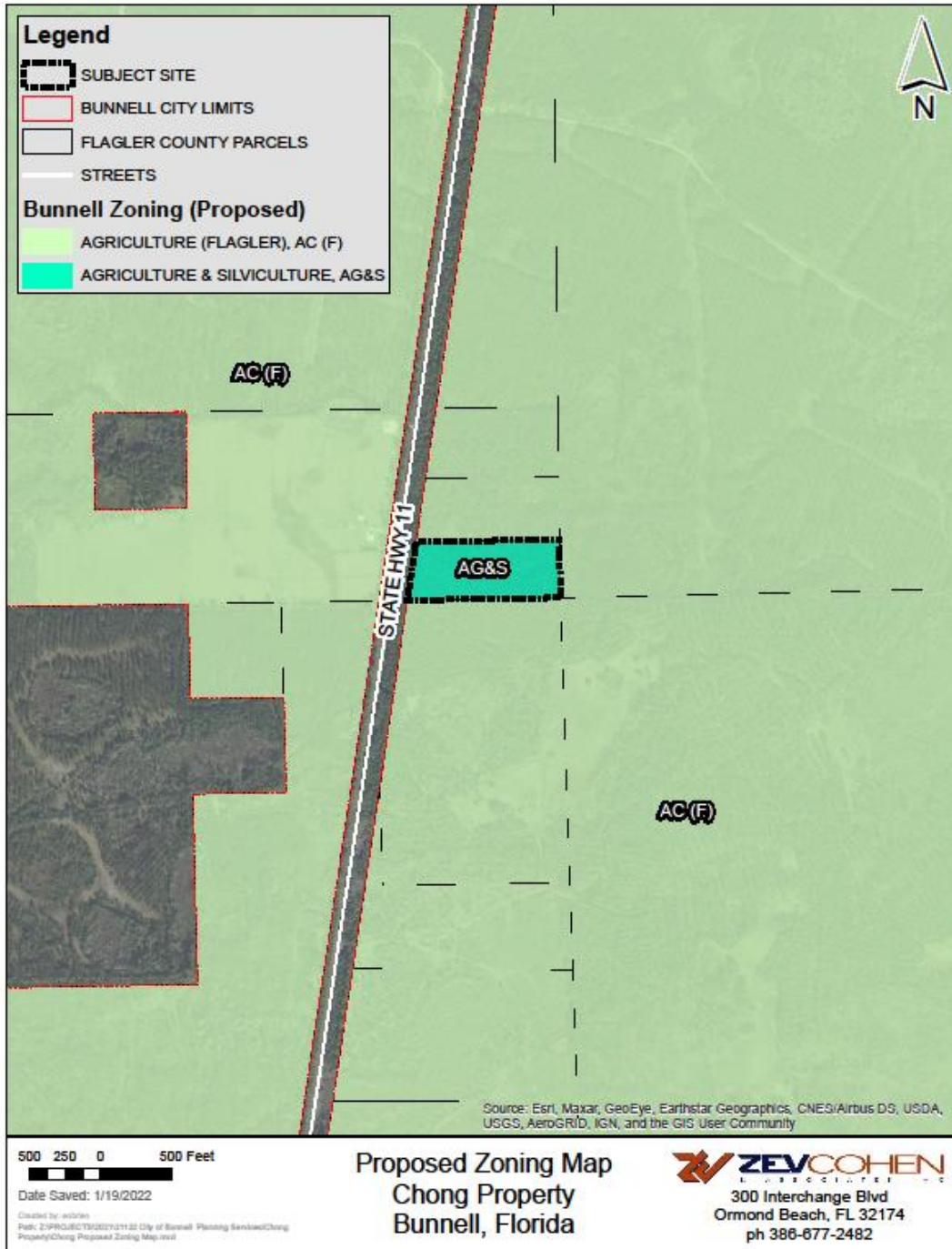
Attest:

Kristen Bates, CMC, City Clerk





Seal:

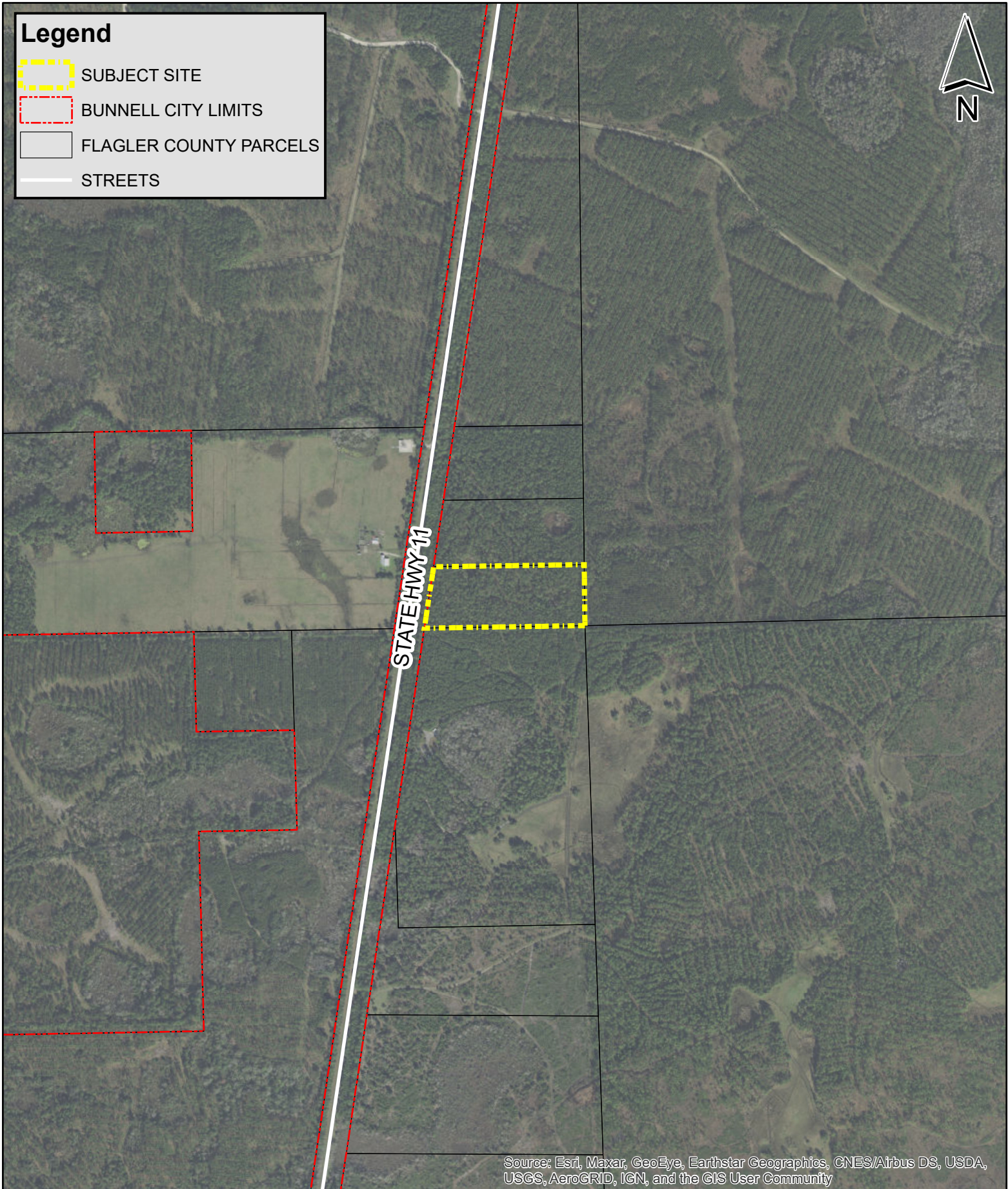
Exhibit "A"

Proposed Zoning Map



Legend

-  SUBJECT SITE
-  BUNNELL CITY LIMITS
-  FLAGLER COUNTY PARCELS
-  STREETS



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

500 250 0 500 Feet



Date Saved: 1/19/2022

Created by: eobrien

Path: Z:\PROJECTS\2021\21132 City of Bunnell Planning Services\Chong Property\Chong Aerial Location Map.mxd

**Aerial Location Map
Chong Property
Bunnell, Florida**


300 Interchange Blvd
Ormond Beach, FL 32174
ph 386-677-2482



City of Bunnell, Florida

Agenda Item No. E.2.

Document Date: 2/1/2022 Amount:
Department: Community Development Account #:
Subject: Ordinance 2022-11 Requesting to change the Official Zoning Map for 15.2± acres of land, owned by First Coast Rolls Offs, LLC, Bearing the Parcel ID: 01-12-28-0000-01010-0011 from Flagler County, AC- Agriculture to City of Bunnell, AG&S, Agricultural & Silviculture District. - First Reading
Agenda Section: Ordinances: (Legislative): None
Goal/Priority: Increase Economic Base

ATTACHMENTS:

| Description | Type |
|--|-----------------|
| First Coast Rolls Offs Proposed Rezoning Ordinance | Ordinance |
| First Coast Roll Offs Location Map | Location Map(s) |

Summary/Highlights:

The applicant is requesting an amendment to the official zoning map to change the zoning on a 15.2± acre property from Flagler County, "AC- Agriculture" to City of Bunnell, "AG&S, Agricultural & Silviculture".

The property is designated "Agricultural & Silviculture" on the City of Bunnell Future Land Use Map in the Comprehensive Plan.

The Planning, Zoning and Appeals Board heard this request at their February 1, 2021 Meeting. At that meeting, the PZA Board voted to recommend approval of the proposed ordinance.

Background:

The applicant, First Coast Roll-Offs, LLC, owns a 15.2± acre property identified as Parcel ID's: 01-12-28-0000-01010-0011. The applicant plans to construct a wood recycling center on this site. These facility are regulated as a "Solid Waste Organics Recycling Facility" by the Florida Department of Environmental Protection. The applicant will be making a separate Special Exception application for this proposed use.

The property is currently zoned Flagler County "AC-Agriculture". Although annexed into the City, the property did not receive a City of Bunnell zoning classification. The Flagler County "AC

Agriculture" has a minimum lot size of five (5) acres.

The proposed zoning classification is City of Bunnell "AG&S, Agriculture & Silviculture". The intent of the "AG&S zoning classification is to "permit a range of agricultural and/or silvicultural use and to accommodate very low density residential development at a concentration of one dwelling unit per five acres".

The proposed "'AG&S, Agriculture & Silviculture" zoning is consistent with the Future Land Use Map and the existing pattern of surrounding development.

Staff Recommendation:

Approve the applicant's request to amend the City of Bunnell official zoning map to rezone the subject property from Flagler County, "AC Agriculture" to City of Bunnell, "AG&S, Agricultural & Silviculture".

City Attorney Review:

Approved as to form and legality.

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Approved.

ORDINANCE 2022-11

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA PROVIDING FOR THE REZONING OF REAL PROPERTY TOTALING APPROXIMATELY 15.2 ± ACRES, OWNED BY FIRST COAST ROLL-OFFS, BEARING PARCEL ID: 01-12-28-0000-01010-0011, LOCATED ON THE NORTH SIDE OF STATE ROAD 11 APPROXIMATELY TWO THIRDS OF A MILE WEST OF WATER OAK ROAD WITHIN THE BUNNELL CITY LIMITS FROM FLAGLER COUNTY, “AC, AGRICULTURE” TO CITY OF BUNNELL, “AG&S, AGRICULTURAL & SILVICULTURE”; PROVIDING FOR THE TAKING OF IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR THE ADOPTION OF MAPS BY REFERENCE; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR NON-CODIFICATION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, First Coast Roll-Offs, LLC, the owner of certain real property, which land totals approximately 15.2± acres in size located on the north side of State Highway 11 approximately two-thirds of a mile west of Water Oak Road within the Bunnell city limits and is assigned Tax Parcel Identification Number 01-12-28-0000-01010-0011, by the Property Appraiser of Flagler County; and

WHEREAS, First Coast Roll Offs, LLC has applied to the City of Bunnell pursuant to the controlling provisions of State law and the *Code of Ordinances of the City of Bunnell*, to have the subject property rezoned to the City of Bunnell “AG&S, Agricultural & Silviculture” zoning classifications from the existing Flagler County, “AC, Agriculture” zoning classification; and

WHEREAS, the City’s Community Department has conducted a thorough review and analysis of the demands upon public facilities and general planning and land development issues should the subject rezoning application be approved and has otherwise reviewed and evaluated the application to determine whether is comports with sound and generally accepted land use planning practices and principles as well as whether the application is consistent with the goals, objectives and policies set forth in the City’s *Comprehensive Plan*; and

WHEREAS, on February 1, 2022 the Planning, Zoning and Appeals Board of the City of Bunnell reviewed this request and recommended approval of the proposed ordinance to the City Commission; and

WHEREAS, professional City planning staff, the City’s Planning, Zoning and Appeals Board and the City Commission have determined that the proposed rezoning of the subject property as set forth in this Ordinance is consistent with the *Comprehensive Plan of the City of Bunnell*, the land development regulations of the City of Bunnell, and the controlling provisions of State law; and

WHEREAS, the City Commission of the City of Bunnell, Florida has taken, as implemented by City staff, all actions relating to the rezoning action set forth herein in accordance with the requirements and procedures mandated by State law.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BUNNELL, FLORIDA:

Section 1. Legislative Findings and Intent.

- (a) The City Commission of the City of Bunnell hereby adopts and incorporates into this Ordinance the City staff report and City Commission agenda memorandum relating to the application relating to the proposed rezoning of the subject property as well as the recitals (whereas clauses) to this Ordinance.
- (b) The subject property, which is approximately 15.2± acres in size, is located on the north side of State Highway 11 approximately two-thirds of a mile west of Water Oak Road in the City of Bunnell.
- (c) The City of Bunnell has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance.

Section 2. Rezoning of Real Property/Implementing Actions.

- (a) Upon enactment of this Ordinance the following described property, as depicted in the map attached to this Ordinance, and totaling approximately 15.2± acres in size, shall be rezoned to the City of Bunnell “AG&S, Agricultural & Silviculture” zoning classification from the existing Flagler County, “AC, Agriculture” zoning classification; and

LEGAL DESCRIPTION:

15.20 AC POR NE CRNR SEC 1 THENCE SE 2564.48', SE 2582.74' TO NLY ROW SR100 THENCE SW ALONG SR 100 3506.24' TO POB CONTINUE SW ALONG NLY ROW SR 100 500', NW 1324.47' NE 500' SE 1323.78' TO NLY ROW SR100 AND POB OR 2488/1070 /881,883

ADDRESS: N/A

TAX PARCEL IDENTIFICATION NUMBER: 01-12-28-0000-01010-0011

- (b) The City Manager, or designee, is hereby authorized to execute any and all documents necessary to formalize approval of the rezoning action taken herein and to revise and amend the Official Zoning Map or Maps of the City of Bunnell as may be appropriate to accomplish the action taken in this Ordinance.
- (c) Conditions of development relating to the subject property may be incorporated into the subsequent pertinent development orders and such development orders may be subject to public hearing requirements in accordance with the provisions of controlling law.

Section 3. Incorporation of Maps.

The maps attached to this Ordinance are hereby ratified and affirmed and incorporated into this Ordinance as a substantive part of this Ordinance.

Section 4. Conflicts.

All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed

Section 5. Severability.

If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this Ordinance not otherwise determined to be invalid, unlawful, or unconstitutional.

Section 6. Non-codification.

This Ordinance shall be not be codified in the *City Code of the City of Bunnell* or the *Land Development Code of the City of Bunnell*; provided, however, that the actions taken herein shall be depicted on the zoning maps of the City of Bunnell by the City Manager, or designee.

Section 7. Effective Date

This Ordinance shall take effect upon adoption.

First Reading: approved on the 14th day of March 2022.

Second/Final Reading: adopted on this _____ day of _____ 2022.

CITY COMMISSION, City of Bunnell, Florida.

By: _____
Catherine D. Robinson, Mayor

Approved for form and content by:

Vose Law Firm, City Attorney

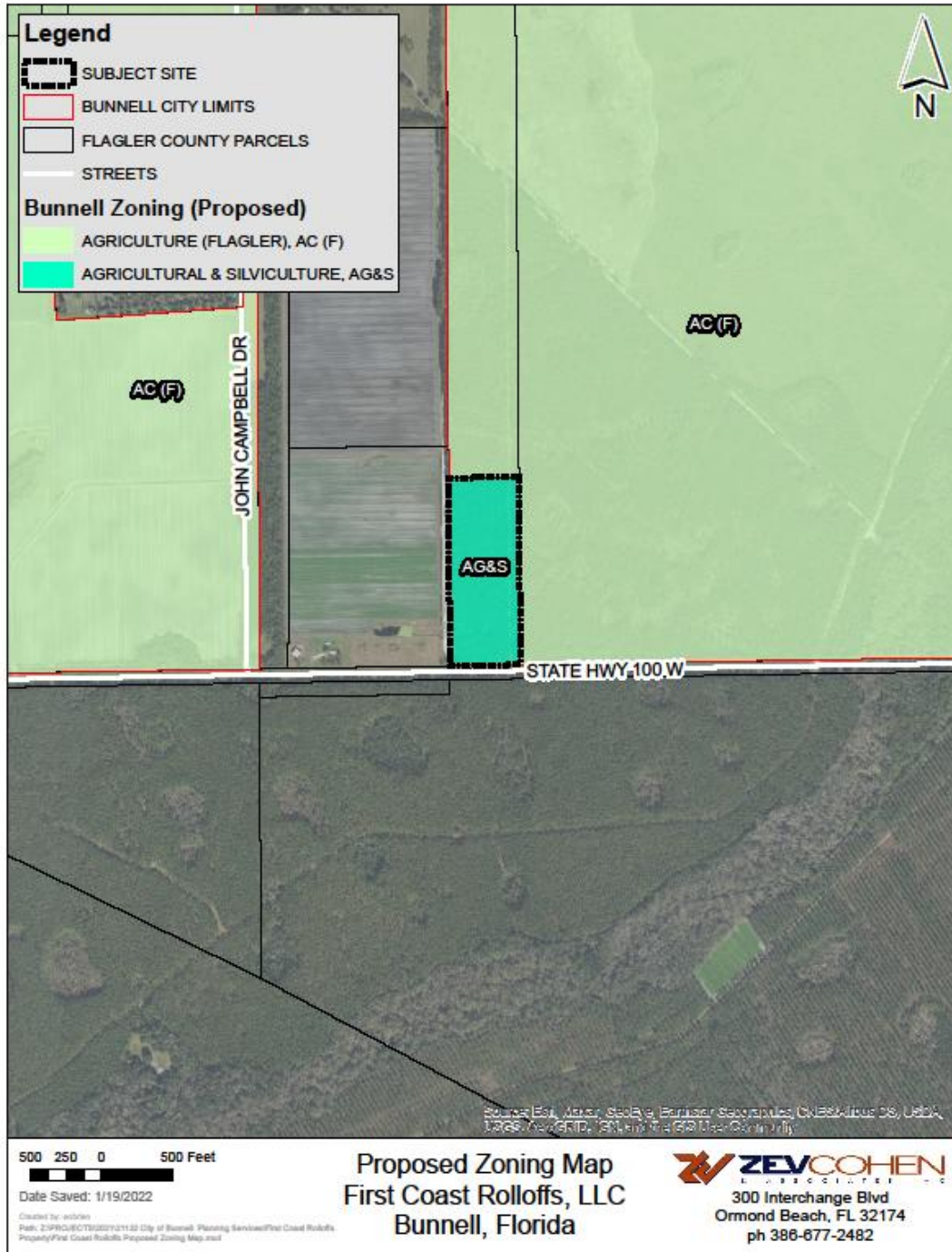
Attest:

Kristen Bates, CMC, City Clerk





Seal:

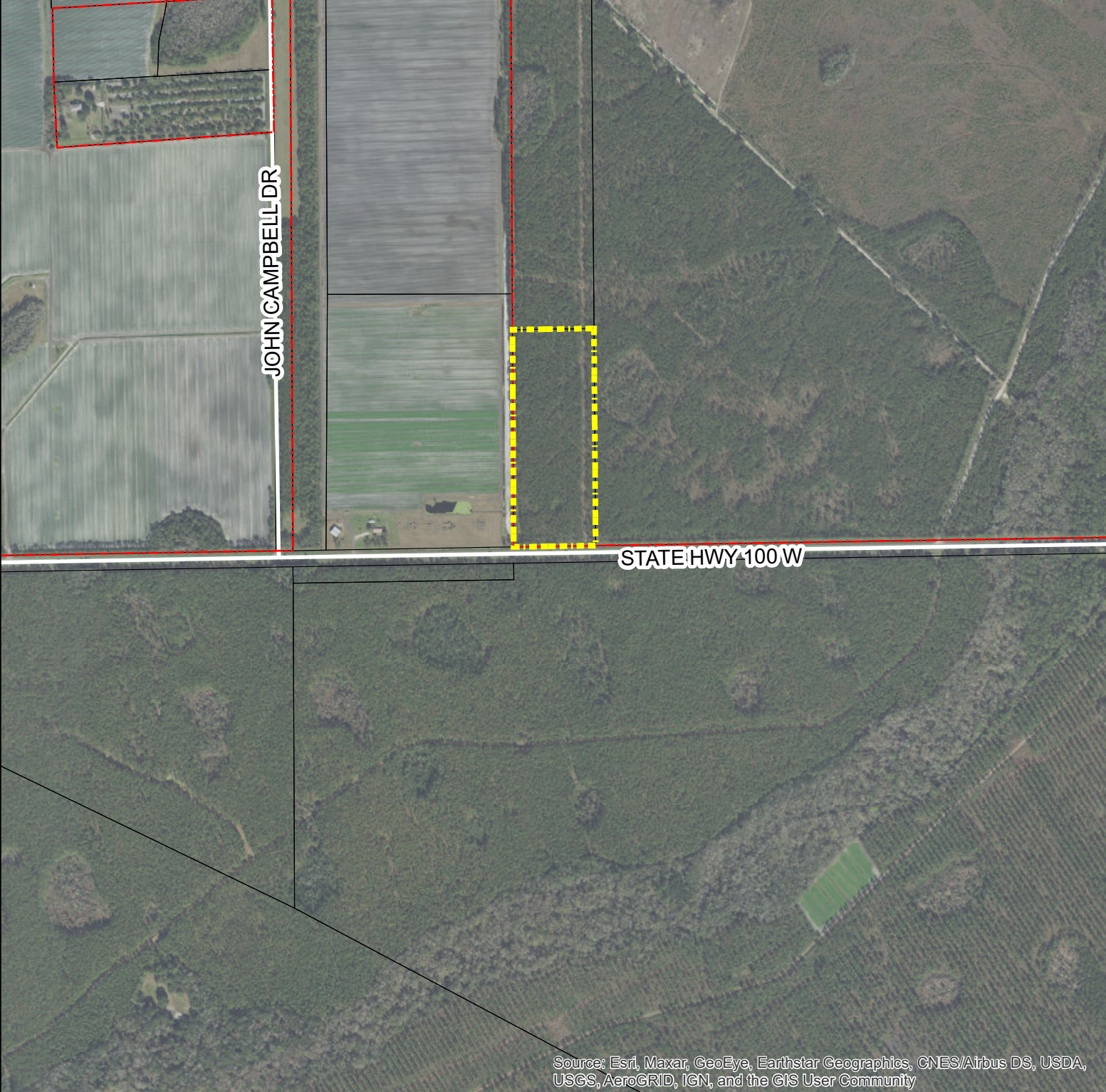
Exhibit "A"

Proposed Zoning Map



Legend

-  SUBJECT SITE
-  BUNNELL CITY LIMITS
-  FLAGLER COUNTY PARCELS
-  STREETS



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

500 250 0 500 Feet



Date Saved: 1/19/2022

Created by: eobrien
Path: Z:\PROJECTS\2021\21132 City of Bunnell Planning Services\First Coast Rolloffs Property\First Coast Rolloffs Aerial Location Map.mxd

Aerial Location Map First Coast Rolloffs, LLC Bunnell, Florida


300 Interchange Blvd
Ormond Beach, FL 32174
ph 386-677-2482



City of Bunnell, Florida

Agenda Item No. F.1.

Document Date: 2/14/2022 Amount:
Department: City Clerk Account #:
Subject: Resolution 2022-04 Creating the 2022 Charter Review Committee.
Agenda Section: Resolutions: (Legislative):

ATTACHMENTS:

| Description | Type |
|---------------------|------------|
| Proposed Resolution | Resolution |

Summary/Highlights:

This is a request to create the 2022 Charter Review Committee and to provide guidelines for the duties, responsibilities and functions of the Charter Review Committee.

The 2022 Charter Review Committee will make recommendations for any Charter Amendments to be voted on in the 2023 Municipal Election.

Background:

The City's last Charter Review occurred in 2018 with voting on the proposed amendments occurring at the 2019 Municipal Election.

Per the City Charter:

ARTICLE VI. - CHARTER REVIEW

Sec. 6.01. - Establishment of Charter Review Committee and procedures.

The City Charter shall be reviewed by a Charter Review Committee. Charter reviews shall be accomplished at least every five (5) years. The City Commission shall establish the membership, timeline and procedures for the Charter Review Committee, provided that, without limitation, non-resident owners of businesses within the City may be members of the Charter Review Committee.

Sec. 6.02. - Charter amended by petition.

The City Charter may be amended by petition of the electors of the City of Bunnell, pursuant to F.S. § 166.031, as amended from time to time.

Staff Recommendation:

Adopt Resolution 2022-04 Creating the 2022 Charter Review Committee.

City Attorney Review:

Approved as to form and legality.

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Approved.

RESOLUTION 2022-04

A RESOLUTION OF THE CITY OF BUNNELL, FLORIDA ESTABLISHING A CHARTER REVIEW COMMITTEE, ASSIGNING ITS MEMBERSHIP, DUTIES AND DURATION, PROVIDING AUTHORITY FOR EXPENDITURES; PROVIDING FOR PUBLIC MEETINGS; PROVIDING FOR A METHOD OF LEGAL AND STAFF ASSISTANCE TO THE COMMITTEE AND PROVIDING FOR AN EFFECTIVE DATE AND A DATE FOR TERMINATION OF ACTIVITIES.

WHEREAS, the City Commission of the City of Bunnell, Florida, deems it advisable that a study and review of the existing City Charter be conducted for the purpose of determining the advisability of amending any part or all of said City Charter in accordance with the provisions of controlling legal authority; and

WHEREAS, it is appropriate, under the provisions of Article VI. of the City Charter of the City of Bunnell to review the Charter at least every five (5) years and under Section 166.031, Florida Statutes, to create a Charter Review Committee for the purposes of review and study of the existing City Charter.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BUNNELL, FLORIDA, AS FOLLOWS:

SECTION 1:

A Charter Review Committee is hereby created and shall consist of five (5) to seven (7) total members, all of whom shall be appointed by the City Commission no later than July 11, 2022. A supermajority of the members shall be registered voters in the City of Bunnell, and up to two (2) members may be non-resident business owners with businesses located within the City of Bunnell.

SECTION 2:

The first meeting of the Charter Review Committee shall be a Public Workshop held at or after 5:00 PM at a time that does not conflict with other City meetings. The purpose of this Workshop is to allow the voting citizens of Bunnell to provide input to the Charter Review Committee on possible changes to the City Charter.

SECTION 3:

The Charter Review Committee shall review and study the existing City Charter of the City of Bunnell and make written recommendations to the City Commission as to potential amendments or revisions thereto; provided, however, that the Committee may propose amendments and revisions to the City Charter of the City of Bunnell that are "housekeeping" items presented by staff to the Committee and such other

amendments and revisions as the Committee may deem to be appropriate, desirable and in the interests of the citizens of the City of Bunnell.

SECTION 4:

The written findings and recommendations of the Charter Review Committee shall be provided to City Staff no later than September 30, 2022. Said findings and recommendations shall be promptly submitted to the City Commission after preparation by City staff and the City Attorney. The recommendations from the Charter Review Committee shall be presented to the City Commission no later than the October 24, 2022 City Commission meeting.

SECTION 5:

The City Commission may cause to be prepared such ordinance or ordinances as it may deem advisable to propose amendment or revision to the existing City Charter of the City of Bunnell in the manner as provided by Chapter 166, Florida Statutes, upon submission of the report referenced in Section 4 of this Resolution.

SECTION 6:

The City Commission may from time-to-time authorize expenditures for the Charter Review Committee in the performance of its duties as provided in this Resolution.

SECTION 7:

Upon appointment of the Charter Review Committee members by the City Commission, City staff shall schedule the Public Workshop. Prior to adjourning the Workshop, City Staff and the Charter Review Committee shall establish a time, date, and place for the first meeting of the Committee and a meeting schedule.

SECTION 8:

All meetings of the Charter Review Committee shall be noticed and open to the public. The public shall be encouraged to submit verbal and written comments to the Committee. The Committee shall have minutes of each meeting taken, which minutes shall be promptly recorded with the City Clerk of the City of Bunnell, Florida, and such records shall be open to public inspection. A majority of the Committee shall constitute a quorum.

SECTION 9:

The City Clerk's Office, the City Manager and City Attorney are hereby directed to assist the Charter Review Committee in its organization and in considering, formulating and making amendments to the Charter; however, the City Commission may also authorize the services of such other attorneys, consultants, and advisors as it deems appropriate.

SECTION 10:

This Resolution shall become effective immediately upon its passage and adoption. Upon action taken by the City Commission to submit referendum questions proposing amendments or revisions to the City Charter of the City of Bunnell, the Charter Review Committee shall be deemed disbanded and the Committee's existence shall terminate.

DULY ADOPTED by the City Commission of the City of Bunnell, Florida, on the 14th day of March 2022.

By: _____
Catherine D. Robinson, Mayor

Approved for form and content by:

Vose Law Firm, City Attorney

Attest:

Seal:

Kristen Bates, CMC, City Clerk



City of Bunnell, Florida

Agenda Item No. H.1.

Document Date: 3/3/2022 Amount: \$2,250.98
Department: City Clerk Account #: 001-0562-562-3402
Subject: Request to pay the costs of \$2,250.98 to Flagler Humane Society for the removal of animals within the City of Bunnell as a result of an animal cruelty case.
Agenda Section: New Business:

ATTACHMENTS:

| Description | Type |
|-----------------|---------|
| Estimated Costs | Exhibit |

Summary/Highlights:

In accordance with Contract 2021-02, the Flagler Humane Society is requesting the City assist with the costs for the removal and care of animals removed as a result of an animal cruelty case within the City of Bunnell.

From Contract 2021-02 (signed January 25, 2021):

5. Extraordinary Circumstances such as Rabies Impoundment, Confiscated Animals, Animal Cruelty Cases and other Similar Unforeseen Circumstances:

FHS will provide space for the confinement, observation, and care of any animal meeting the extraordinary circumstances identified in this section. When the animal's imminent welfare, safety and life are at risk, cost of care shall not affect the action to be taken by FHS. FHS will immediately notify the City of the need to be on the next available City Commission agenda to obtain approval of a negotiated amount for extraordinary animal care costs that may exceed the flat monthly fee for needed animal control and shelter services. Unless alternative rates are agreed to during the City Commission meeting, costs for these extraordinary circumstances will be charged at a rate of \$90 for the first five (5) days and \$30 per day thereafter per animal. The City reserves the right to seek alternative options for care to reduce costs. The City agrees to provide legal services and representation in animal cruelty and neglect cases. FHS shall not bill any additional costs to the City for assistance with investigation and preparation and litigation of these cases.

Background:

The City of Bunnell has a contract with the Flagler Humane Society for the provision of animal control services.

On February 16, 2022, the Bunnell Police Department and Flagler Humane Society worked together on a reported animal cruelty incident. During their response, a dog and two deceased cats were confiscated.

In accordance with our contract, the Flagler Humane Society has submitted the estimated costs for the care of the animals.

The current Court date is set for April 5, 2022.

Staff Recommendation:

Approval of the request to pay the costs of \$2,250.98 to the Flagler Humane Society for the removal of animals within the City of Bunnell as a result of an animal cruelty case.

City Attorney Review:

This request is consistent with our agreement with the Humane Society.

Finance Department Review/Recommendation:

\$2,251 of cash forward will be added to the account for this expense as part of the FY 20/21 closeout and trueup.

City Manager Review/Recommendation:

Approved.

Flagler Animal Services Vs. Michelle Church
Accumulated Cost

1 Dog and 2 Deceased cats

Confiscation Date: 2/16/22
Intake Cost: \$85 (2/16/22-2/21/22)
Intake Total: \$85.00

Boarding Cost Per Day: \$30
Days Boarded: 48 (2/21/22-4/5/22)
Boarding Total: \$1440.00

Vet/Intake Exam-
Heartworm Test: \$35.00
Rabies Vaccine: \$12.99
DHPP Vaccine: \$12.99
Bordetella Vaccine: \$15.99
Strongid: \$10.00
Advantage Multi Per Month: \$14.00
Labs: \$148.07 (Adult Wellness Blood Panel, Urine Test, fecal Test)
Cephalexin 500mg #14 caps: \$10.50
Medical Cost: \$259.54
Medical fees Waived: \$259.54
Total Medical Cost Due: \$0.00

Prescription Food Per Vet-
Urinary SO Dry Food 25lbs bag: \$60.49
Urinary So Wet Food 24 cans: \$65.49
Food Total: \$125.98

Necropsy Cost-
Bello(Cat): \$300.00
Remi(Cat): \$300.00
Necropsy Total: \$600.00

Grand Total: \$2,250.98*

*Costs are subject to change. The boarding is calculated until the date of the Hearing (4-5-22).
The Dog's medical cost can/will go up due to the doctor needed to recheck the labs.



City of Bunnell, Florida

Agenda Item No. H.2.

Document Date: 2/17/2022 Amount: \$129,125
Department: Police Account #:
Subject: Request Approval of Interlocal Agreement with the Flagler County Sheriff
Office for Enhanced Law Enforcement Services for Major Case
Investigations Detective Resources.
Agenda Section: New Business:
Goal/Priority: Quality of Life

ATTACHMENTS:

| Description | Type |
|---|----------|
| Interlocal Agreement for the Provision of Enhanced Law Enforcement Services | Contract |

Summary/Highlights:

In keeping with Initiative #3 of the Police Department's 2022-2024 Strategic Plan, Reduction of Crime through Community Partnership & Data Driven Policing: Enhance capabilities in addressing violent crime, robberies and gang violence.

The Chief is requesting the Sheriff assist with this initiative by entering into an interlocal agreement to provide Enhanced Law Enforcement Services for Major Case Investigations Detective Resources.

Background:

The Bunnell Police Department's (BPD) faces several significant problems, the lack of staffing, technological resources and an investigative training process. Its current resources are overextended, and BPD has reached its limitations to provide the required resources to properly investigate major crimes.

With the complexity of investigating major crimes and the potential of sophisticated criminal organizations operating within the community, it is vital in getting BPD up to speed with new investigative techniques, resources and support. Until then, major crimes should be outsourced to the Flagler County Sheriff's Office. This will allow BPD to increase transparency within the community where trust of the government has eroded, and community policing in our community has become a necessity.

Staff Recommendation:

Staff recommends the approval of this Interlocal Agreement with the Flagler County Sheriff Office for Enhanced Law Enforcement Services for Major Case Investigations Detective Resources.

City Attorney Review:

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

**INTERLOCAL AGREEMENT FOR THE
PROVISION OF ENHANCED LAW ENFORCEMENT
SERVICES**

This Interlocal Agreement (Agreement) is entered into between the Flagler County Sheriff's Office (SHERIFF) the City of Bunnell, Florida, a municipal corporation of the State of Florida (CITY) (collectively, the Parties).

1. The CITY is a municipality within the boundaries of Flagler County, Florida, and wishes to secure enhanced law enforcement services.
2. The CITY requests the SHERIFF furnish the services of a Major Case Detective (DETECTIVE) to assist the Bunnell Police Department.
3. The SHERIFF desires to assist the CITY and ensure the citizens of Bunnell receive professional investigatory service.
4. The SHERIFF shall provide a DETECTIVE at the cost defined in Appendix (A). The costs will be billed monthly with payment expected consistent with the Florida Prompt Payment Act.
5. The Parties recognize the monthly costs identified in Appendix (A) cover the period from April 1, 2022 through September 30, 2022. By May 15th of each subsequent fiscal year SHERIFF shall revise Appendix (A) which will reflect anticipated changes in cost for these services in the next fiscal year. A fiscal year is defined as October 1 thru September 30.
6. The DETECTIVE shall be an employee of the SHERIFF and shall be subject to the administration, supervision and control of the SHERIFF and is also subject to the terms and conditions of this Agreement.
7. The SHERIFF agrees to provide and to pay the DETECTIVE salary and employment benefits in accordance with the applicable salary schedule and employment practices of the SHERIFF, including but not limited to sick leave, retirement compensation, disability salary continuation, workers compensation, unemployment compensation, life insurance, dental and medical insurance along with the costs of operations and equipment. The cost to the CITY is in accordance with Appendix (A).
8. The DETECTIVE shall be subject to all personnel policies and practices of the SHERIFF. The DETECTIVE shall be assigned, located and supervised in

the SHERIFF's Major Case Unit of the SHERIFF's Investigative Services Division.

9. In the event the CITY believes the assigned DETECTIVE is unable to engage in a productive working relationship with the CITY, the following progressive steps will be followed:
 - a. The Bunnell Police Chief shall meet with the DETECTIVE's Major Case Unit Supervisor to express concerns;
 - b. The DETECTIVE's Unit Supervisor shall meet with the DETECTIVE and notify the Bunnell Police Chief of the outcome/resolution as determined by the DETECTIVE's Unit Supervisor;
10. The SHERIFF, with sole discretion, shall have the power and authority to hire, discharge and discipline the DETECTIVE. The SHERIFF shall hold CITY free, harmless and indemnified from and against any and all claims, suits, or causes of action arising out of the allegations of unfair or unlawful employment practices brought by DETECTIVE.
11. The assignment, reassignment, and any new hire of a DETECTIVE which will be assigned to this detail shall be at the sole discretion of the SHERIFF with input from the Bunnell Police Chief or designee of CITY.
12. The DETECTIVE will be responsible for major case criminal investigations which include, but are not limited to: Homicide, Robbery, Aggravated Battery, Home Invasion, Aggravated Assault, Drive-by-shootings, Kidnapping/Abduction, Endangered Missing Person, Child Exploitation, Elderly Exploitation with injury, Sexual Assault and Domestic Violence with serious bodily injury. It shall be the sole discretion of the SHERIFF or his/her designee to determine if the transferred BUNNELL criminal case complies with this paragraph. All other BUNNELL criminal cases shall be handled in accordance with paragraph 13.
13. All other criminal or administrative investigations and/or violations of law shall remain the responsibility of the Bunnell Police Department. The Bunnell Police Department shall be responsible for all required initial and follow-up reports and/or notification made to the Florida Department of Law Enforcement.

14. During the course of a Major Case investigation, as defined in paragraph 12, should additional resources become necessary to successfully pursue an investigation the SHERIFF shall provide them at no additional cost to the CITY.
15. Initial evidence collected during the course of an investigation will generally be collected and processed by the Bunnell Police Department. The Bunnell Police Department shall transfer all evidence collected during the course of a Major Case Investigation upon request of the Major Case Detective to the SHERIFF's Evidence Facility. In the event SHERIFF's Crime Scene Investigations Unit (CSI) collects the scene, the SHERIFF's CSI shall process all evidence in accordance with SHERIFF's policies.
16. SHERIFF agrees that, to the extent permitted by law, and Section 768.28, Florida Statutes, the SHERIFF will indemnify and hold harmless the CITY, for any damage or injury caused to the persons or property as a result of or due to negligence of SHERIFF or its employees.
17. The CITY agrees that, to the extent permitted by law and section 768.28, Florida Statutes, the CITY will indemnify and hold harmless SHERIFF, for any damage or injury caused to the persons or property as a result of or due to negligence of CITY or its employees.
18. The parties agree, however, that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to either party under the laws of the State of Florida: or (2) a waiver of either party's right to sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes. The limits of liability on either party set forth in section 768.28, Florida Statutes are hereby fully incorporated herein by this reference. This Paragraph shall survive termination of this Agreement and shall remain in effect until such time as the statute of limitations has expired to bring a claim under this Agreement
19. This Agreement is entered into pursuant to the provisions of Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969 and other applicable law.

20. The Parties entering into this Agreement are fully cognizant of the constitutional limitations on the transfer of powers set forth in Article VIII, Section 4 of the Constitution of the State of Florida and it is the express purpose of this Agreement only to enter into a contract for the provision of supplemental police/law enforcement/public safety services for certain functions and shall not be deemed in any manner whatsoever to authorize the delegation of the constitutional or statutory duties of either of the parties pursuant to the provisions of Section 163.01 (14), Florida Statutes. This Agreement at all times shall be construed consistent with such constitutional and statutory limitations.
21. The duties and responsibilities set forth in this Agreement to be performed by the parties shall be interpreted and administered in such a manner that it will not constitute a transfer, merger or consolidation as those terms are used in the Constitution of the State of Florida or in any statute of the State of Florida and as is further set forth in recitations of this Agreement.
22. The Parties recognize that this Agreement shall, at all times, be interpreted and administered to be in harmony with the intent of the Parties that no transfer, consolidation or merger shall be accomplished by the terms of this Agreement.
23. The Parties agree that the terms of this Agreement constitute the entire agreement between the Parties and no other promises or representations, either express or implied, have been made or sought to induce acceptance of this agreement.
24. The initial term of this Agreement commences on the 1st of April, 2022, and ending on the 30th of September, 2022. This Agreement will be automatically renewed beginning October 1st of each successive fiscal year unless notice of non-renewal is given by either party, in writing, prior to July 1st, of the initial or any succeeding term. However, compensation and staffing shall be addressed annually before May 15th of each year and a mutual agreement of the parties shall be reached and reflected in an annually revised Appendix A. If mutual agreement cannot be reached by May 15th of each year, the contract shall terminate at the end of the current year's term.

25. Either party may terminate this Agreement with or without cause by serving written notice to the other party of this Agreement; provided, however, that such termination shall not be effective until the ninety (90) days after receipt of the written notice.

26. All notices shall be sent by certified mail to:

For the SHERIFF:
Flagler County Sheriff's Office
Attention: General Counsel
P.O. Box 879
Bunnell, FL 32110

For the CITY:
City of Bunnell
P.O. Box 756
Bunnell, FL 32110

27. The Parties acknowledge that there is adequate consideration for each and every promise contained herein.

28. If any provision of this agreement shall be held invalid or unenforceable, the remainder of the agreement shall not thereby be held invalid or unenforceable.

29. The Parties agree that they have full authority to enter into this Agreement and to make promises, obligations and consideration contained herein.

30. The Parties acknowledge this Agreement consists of six (6) pages and Thirty (30) numbered paragraphs plus Appendix A.

The Parties declare that the terms of this agreement have been completely read, are fully understood, and are voluntarily accepted with full understanding of its meaning and effect.

[Signature Page to Follow.]

CITY OF BUNNELL

BY: Catherine D. Robinson

DATE: 3/14/2022

Mayor

Approved as to form and legality for the City of Bunnell

Date: 3/14/2022

Vose law Firm, Counsel for the City of Bunnell

**FLAGLER COUNTY SHERIFF'S
OFFICE**

BY: _____

Rick Staly, Sheriff

DATE: _____

Approved as to form and legality for the Sheriff

Date: _____

John T. LeMaster, General Counsel

INTERLOCAL AGREEMENT FOR THE
PROVISION OF ENHANCED LAW ENFORCEMENT
SERVICES
APPENDIX (A)

2/13/2022

| | |
|------------------------------|---------------|
| Salary | \$ 58,507.68 |
| Benefits | \$ 34,361.65 |
| Subtotal | \$ 92,869.33 |
| | |
| Equipment and Budgeted OT | \$ 27,256.00 |
| Total | \$ 120,125.33 |
| Monthly Cost | \$ 10,010.44 |



City of Bunnell, Florida

Agenda Item No. H.3.

Document Date: 2/23/2022 Amount:
Department: Infrastructure Account #:
Subject: Request Approval for Mutual Consent Agreement 2022-03 with Asphalt Paving Systems, Inc. for Micro-Surfacing Continuing Services
Agenda Section: New Business:
Goal/Priority: Infrastructure

ATTACHMENTS:

| Description | Type |
|--------------------------------|-------------|
| APS Agreement 2022-03 | Contract |
| Sumter County Agreement | Contract |
| APS RFP 032-0-2021 Bid Package | Bid Package |
| Sumter County RFP | Bid Package |

Summary/Highlights:

The Infrastructure Department anticipates the need to continue the previously established resurfacing program using the micro-surfacing process on eligible streets.

Background:

As one of the priorities previously established by the Commission, Infrastructure is anticipating the need for micro-surfacing. In preparation, Staff would like to lock in pricing by piggybacking the Pavement Maintenance and Rehabilitation Continuing Services agreement between Asphalt Paving Systems, Inc. and the Board of Sumter County Commissioners.

The City contracted with Asphalt Paving Systems, Inc. for previous micro-surfacing projects with great success. Staff would like to continue using their services for future projects.

Staff Recommendation:

Approval of Mutual Consent Agreement 2022-03 with Asphalt Paving Systems, Inc. for micro-surfacing continuing services.

City Attorney Review:

Approved as to form and legality.

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Approved.

CONTRACT NO. 2022-03

**LETTER AGREEMENT FOR
MICRO-SURFACING SERVICE
BETWEEN ASPHALT PAVING SYSTEMS, INC. AND
CITY OF BUNNELL, FLORIDA**

THIS AMENDMENT is made on this 14th day of March, 2022 to that certain Letter Agreement (“Agreement”) entered into by and between Asphalt Paving Systems, Inc., a foreign limited liability company authorized to do business in the State of Florida, (“Contractor”), 8940 Gall Blvd., Zephyrhills, FL 33541, and the City of Bunnell (“City of Bunnell”), a municipal corporation organized and existing under the laws of the State of Florida, whose address is 604 East Moody Boulevard, Unit 6, Bunnell, Florida 32110, effective as of March 14, 2022.

WHEREAS, Contractor executed a Pavement Maintenance and Rehabilitation Continuing Services Contract No RFP 032-0-2021/RS (“Contract”) with Sumter County, Florida effective on October 12, 2021; and

WHEREAS, Sumter County is a local government unit in the State of Florida and functions as a municipal corporation; and

WHEREAS, Section 163.01, Florida Statutes, also referred to as the Florida Interlocal Cooperation Act, permits local governments to cooperate with other localities, on the basis of mutual advantage; and

WHEREAS, the City of Bunnell was and continues to be in need of pavement and rehabilitation services similar to the services Contractor was and continues to provide Sumter County, which would allow compliance with the standards and regulations of any Federal and/or State and/or regulatory agencies; and

WHEREAS, Section 2-118(b) of the City of Bunnell Code of Ordinances provides that when it is in the best interest of the City, the City may cooperatively purchase from any other government agency, which has competitively bid and awarded any contract for any product or service at the awarded price, if the original bid specifications and award allow it and if the other governmental agency’s procurement complies with the City of Bunnell’s competitive bid policy; and

WHEREAS, the Bunnell City Commission found Contract was competitively bid by Sumter County with procedural guarantees of fairness and competitiveness equivalent to those of the City of Bunnell; 2) the Contractor authorized the City of Bunnell to “piggyback” on the competitive pricing provided to Sumter County in Contract; and 3) it was in the best interest of the residents of the City of Bunnell to enter into an agreement with Contractor containing similar terms and conditions as contained in Contract; and

WHEREAS, the parties agreed and consented to “piggyback” on the rates/prices and

terms and conditions in Contract, including all attachments, addenda, unit prices, and all other applicable documents; and

WHEREAS, although the term of the executed Agreement is due to expire on October 11, 2023, the Agreement also includes an option for the City to extend the term for 2 additional 1-year periods; and

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

- 1. Incorporation by Reference.** The foregoing WHEREAS clauses are incorporated by reference.
- 2. Term.** The term of the Agreement between the parties is hereby in effect through to October 11, 2023.
- 3. Effective Date.** This agreement shall be effective as of March 28, 2022.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

ASPHALT PAVING SYSTEM, INC.

Print Name: Robert Capoferri

Title: President

STATE OF Florida
COUNTY OF Pasco

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 23rd day of February, 2022, by Robert Capoferri, President of Asphalt Paving Systems, Inc. a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced (type of identification) as identification.

Signature of Notary Public - State of Florida

Printed/Typed/Stamped Name of Notary
My commission expires:



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

CITY OF BUNNELL

Catherine D. Robinson, Mayor

Date: March 14, 2022

Approved as to Legal Form

Vose Law Firm, City Attorney

Attest

Kristen Bates, City Clerk

PAVEMENT MAINTENANCE AND REHABILITATION CONTINUING SERVICES

THIS AGREEMENT (hereinafter referred to as "Agreement") is made and entered into this 12th day of October, 2021, by and between **Board of Sumter County Commissioners** (hereinafter referred to as "Board," or "County"), whose address is 7375 Powell Road, Wildwood, Florida 34785, and Asphalt Paving Systems, Inc. (hereafter referred to as "Vendor"), whose address is 8940 Gall Blvd., Zephyrhills, Florida 33541.

RECITALS

WHEREAS, the Board has need of professional services for RFP 032-0-2021/RS; and

WHEREAS, the parties desire to enter into a written agreement outlining the duties, responsibilities and compensation of Vendor, based on the Vendor's response to RFP 032-0-2021/RS Sumter County Pavement Maintenance and Rehabilitation Continuing Services.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The relationship of the Vendor to the Board will be that of a professional Vendor and the Vendor will provide the professional and technical services required under this Agreement in accordance with acceptable professional practices and ethical standards applicable to Vendor's profession, and Vendor will endeavor to provide to the Board prompt and efficient services to the best of its ability.
2. Vendor is hereby retained and employed as a Sumter County Contactor, and will work with the Board to provide services in accordance with the scope of work outlined in RFP 032-0-2021/RS.
3. The term of this Agreement shall commence on October 12, 2021 and continue in full force for two years with an additional two (2) – one-year (1) renewals from the date established in the Notice to Proceed, unless otherwise terminated as provided in paragraph four (4) of this Agreement. The term of this Agreement does not relieve the Vendor of any future responsibility as described in paragraph six (6) of this Agreement.
4. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party at the address designated in this Agreement for receiving such notice. If this Agreement is terminated, Vendor shall be authorized to receive payment for all work performed up to the date of termination.
5. With regard to compensation paid to Contractor, Contractor shall furnish to the Board an itemized invoice detailing all of Contractor's hours, services, expenses and any other services utilized by the Board. The invoice shall be itemized pursuant to and in accordance with the Fees, attached hereto as Proposal Form A, and incorporated herein *in haec verba*. Contractor shall submit all invoices pursuant to the Local Government Prompt Payment Act, F.S. 218. Contractor acknowledges and agrees that the rates set forth in the Fee Schedule shall remain fixed throughout the duration of this Agreement, including both the Initial Term and any Renewal Term, and thereafter shall only be adjusted by mutual written agreement of both parties.

6. General Considerations.

- a. All reports, drawings, designs, specifications, notebooks, computations, details, and calculation documents prepared by Vendor and presented to the Board pursuant to this Agreement are and remain the property of the Board as instruments of service.
- b. All analyses, data, documents, models, modeling, reports and tests performed or utilized by Vendor shall be made available to the Board upon request and shall be considered public records.
- c. Vendor is required to: (i) keep and maintain public records required by Board; (ii) upon request from Board's custodian of public records, provide Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a reasonable or as otherwise provided by law; (iii) ensure that public records that are exempt or, confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if Vendor does not transfer the records to Board; (iv) upon completion of this Agreement, transfer, at no cost, to Board all public records in possession of Vendor or keep and maintain public records required by Board.
- d. If Vendor transfers all public records to Board upon completion of this Agreement, Vendor shall destroy any duplicate public records that are exempt or, confidential and exempt, from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of this Agreement, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Board, upon request from Board's custodian of public records, in a format that is compatible with the information technology systems of Board.
- e. Vendor shall keep all books, records, files, drawings, plans and other documentation, including all electronically stored items, which concern or relate to the services required hereunder (the "Records"), for a minimum of five (5) years from the date of expiration or suspension of this Agreement, or as otherwise required by any applicable law, whichever date is later. The Board shall have the right to order, inspect, and copy all the Records as often as it deems necessary during any such period-of-time. The right to audit, inspect, and copy Records shall include all of the records of sub-Vendors (if any).
- f. Vendor shall, at all times, comply with the Florida Public Records Law, the Florida Open Meeting Law and all other applicable laws, rules and regulations of the State of Florida.
- g. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-689-4400, Sumter County Board of County Commissioners, 7375 Powell Road, Wildwood, Florida 34785 or via email at Records@sumtercountyfl.gov.**
- h. Vendor shall, at all times, carry General Liability, and Worker's Compensation Insurance pursuant to the insurance requirements in RFP 032-0-2021/RS, naming Board as both a certificate holder and an additional insured in each such policy.

- i. Upon Vendor's written request, the Board will furnish, or cause to be furnished, such reports, studies, instruments, documents, and other information as Vendor and Board mutually deem necessary, and Vendor may rely upon same in performing the services required under this Agreement.
 - j. Vendor is obligated by this agreement to comply with Section 20.055(5), Florida Statutes.
 - k. Any entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsive contractor may not submit a bid.
7. The Vendor may be required to provide additional services to the Board on challenges, public protests, administrative hearings or similar matters. The Vendor shall be available to represent the Board, serve as an expert witness, and provide supporting documentation as necessary. Should any other professional services be called for by the Board that are not otherwise set forth in this Agreement or any of its attachments or exhibits, charges for these services shall be agreed upon in advance by the parties hereto.
8. The Contract Documents, which comprise the entire Contract between Board and Vendor and which are further incorporated herein by reference, consist of the following:
 - a. RFP 032-0-2021/RS
 - b. Vendor's Proposal in Response to RFP 032-0-2021/RS
 - c. This Agreement
 - d. Permits / Licenses
 - e. All Proposal Addenda Issued Prior to Opening Date
 - f. All Modifications and Change Orders Issued
9. Vendor shall be solely and entirely responsible for its tortious acts and for the tortious acts of its agents, employees, or servants during the performance of this Agreement. Vendor shall indemnify and save harmless the Board, its agents, employees and officers from and against all liabilities, claims, demands, or actions at law and equity including court costs and attorney's fees that may hereafter at any time be made or brought by anyone for the purposes of enforcing a claim on account of any injury or damage allegedly caused or occurring to any person or property in which was caused in whole or in part by any tortious, wrongful, or intentional acts or omissions of Vendor, its agents, or employees during performance under this Agreement. The foregoing is not intended, and shall not be construed, as a waiver by Board of the benefits of Section 768.28, *Florida Statutes*.
10. Vendor is, and shall be, in the performance of all services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of Board; and no provisions of Board's personnel policies shall apply to this Agreement. None of the benefits provided by Board to its employees including, but not limited to, worker's compensation insurance and unemployment insurance, are available from Board to Vendor, or its employees, agents or servants. Vendor assumes responsibility for payment of all federal, state and local taxes imposed or required of Vendor including but not limited to FICA, FUTA, unemployment insurance, Social Security and income tax laws for which Vendor as employer is responsible. Vendor shall be solely responsible for any worker's compensation insurance required by law and shall provide the Board with proof of insurance upon demand. The parties agree that Board shall not: (a) pay dues, licenses or membership fees for Vendor; (b) require attendance by Vendor, except as otherwise specified herein; (c) control the method, manner or means of performing under this

Agreement, except as otherwise specified herein; or (d) restrict or prevent Vendor from working for any other party.

11. **Force Majeure.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder)], when and to the extent such failure or delay is caused by or results from the following force majeure events ("**Force Majeure Events**")": (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, warlike operation, insurrection, rebellion, revolution, military or usurped power, sabotage or other civil unrest; (d) strikes, embargoes, blockades, labor stoppages, lockouts or slowdowns or other industrial disturbances or inability to obtain necessary materials or services (e) governmental delay regarding permits or approvals; (f) action by any governmental authority; (g) national or regional emergency; (h) shortage of adequate power or transportation facilities; or (j) other similar events beyond the reasonable control of the party impacted by the Force Majeure Event (the "**Impacted Party**") and provided further, however, that such performance shall be resumed and completed with due diligence and reasonable dispatch as soon as the contingency causing the delay or impossibility shall abate.
12. **Attorney's Fees; and Costs of Enforcement.** In the event suit is commenced to enforce this Agreement, costs of said suit including reasonable attorneys' fees in all proceedings, trials, investigations, appearances, appeals and in any bankruptcy proceeding or administrative proceeding shall be paid to the prevailing party by the non-prevailing party. In the event of default by either party hereto, the defaulting party shall be liable for all costs and expenses, including reasonable attorney' s fees and costs incurred by the other party in enforcing its rights hereunder, whether litigation be instituted or not, at the trial court and appellate court level.
13. **Law of the Agreement; Jurisdiction and Venue.** The Parties agree that the laws of the State of Florida shall govern any dispute arising from or related to this Agreement. The Parties to this Agreement agree that venue and jurisdiction is mandated to lie only in the state courts located in Sumter County, Florida. Removal of this case to federal court is not permitted. Litigation in federal court is precluded by agreement of the parties hereto. If, even though precluded by agreement of the Parties hereto, litigation arising from or based upon this contract should be mandated by a court of competent jurisdiction issued pursuant to a duly noticed hearing giving Sumter County adequate time to respond and all of the benefits of due process to lie in the proper venue or jurisdiction of a federal court, that federal court shall only be in the Middle District of Florida, Ocala Division. The Parties further agree that entry into this agreement constitutes irrevocable consent that the exclusive venue for any such dispute shall lie solely in the state or county courts in and for Sumter County, Florida. The Parties expressly and irrevocably waive any right(s) to removal of any such dispute to any federal court, unless the federal court has exclusive jurisdiction; in such cases, the parties agree that the exclusive venue for any such disputes shall be the United States District Court, in and for the Middle District of Florida, Ocala Division. Process in any action or proceeding referred to in this paragraph may be served on any party anywhere in the world, such party waives any argument that said party is not subject to the jurisdiction of the state courts located in Sumter County, Florida and that the laws of the state of Florida.

14. **Entire Agreement.** This Agreement contains the entire agreement of the Parties and may not be changed except by written agreement duly executed by the Parties hereto. This Agreement supersedes any prior understandings or agreements between the Parties, and there are no representations, warranties, or oral agreements other than those expressly set forth herein.
15. **Assignment.** This Agreement shall not be assigned nor may any portion of the obligations contemplated in this Agreement be subcontracted to another party without prior written approval of County. No such approval by County of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of County. All such assignments and subcontracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that County shall deem necessary.
16. **Compliance with Licenses, Permits, and Applicable Laws.** In performing services hereunder, Vendor shall comply with all federal, state and local laws and regulations. Vendor shall be responsible for identifying and obtaining all permits necessary to complete the scope of services. Vendor shall be responsible for obtaining, at its sole cost and expense, all necessary license licenses and other governmental approvals required in order for Vendor to provide the type of services required hereunder.
17. **E-Verify:** system established by the U.S. Department of Homeland Security to determine the immigration and work-eligibility status of prospective employees.
18. The Vendor agrees to certify to the Board that Vendor is in compliance with the federal E-Verify program, including obtaining written certification from all sub-Vendors who will participate in the performance of scope of services contemplated in this Agreement. All sub-Vendor certifications must be kept on file by the Vendor and made available to the state and/or the Board upon request. The Board reserves the right to take action against any Vendor deemed to be non-compliant; potential actions may include, but are not limited to, cancellation of this Agreement and/or suspending or debaring the Vendor from performing services for the County.
19. **Conflict of Interest.** Vendor shall notify Board in writing of any commitments during the term of this Agreement which may constitute a potential or actual conflict of interest with respect to the scope of services to be performed for the Board.
20. **Corporate Status; Change of Ownership.** If Vendor is a non-governmental, corporate entity:
 - a. *Corporate Status.* Vendor shall ensure that the corporate status shall continuously be in good standing and active and current with the state of its incorporation and the State of Florida and at all times throughout the Term, and any renewal or extension hereof. Failure of the Vendor to keep its corporate status active and current shall constitute a material breach under the terms of this Agreement.
 - b. *Change of Ownership.* Vendor shall notify County immediately upon any change in corporate ownership or any substitution of the key professional assigned (the "Key Person") to perform under this Agreement ("Change of Ownership"). County shall have the option of cancelling this Agreement if a Change of Ownership is not suitable to it, provided however, no cancellation

shall relieve the Vendor of its obligations to perform the work described herein or for liability for breach of same. A Change of Ownership means the occurrence of any one or more of the following: a sale, lease, or other disposition of 50% or more of the interest or assets of the company or corporation; a merger, reverse merger or consolidation with another entity; a transaction wherein a third-party becomes the beneficial owner having fifty (50%) percent or more interest in the corporation or company; or fifty (50%) percent or more of the total number of votes that may be cast for any act of the entity.

21. **Default.** Neither Party shall declare the other party in default of any provision of this Agreement without giving the other party at least ten (10) days advance written notice of intention to do so, during which time the other party shall have the opportunity to remedy the default. The notice shall specify the default with particularity.
22. **Dispute Resolution.** All disputes arising out of or in connection with this Agreement shall be attempted to be settled through good-faith negotiation between the Parties, followed if necessary within thirty (30) days by professionally-assisted mediation. Any mediator so designated must be acceptable to each Party. The mediation will be conducted as specified by the mediator and agreed upon by the Parties. The Parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either Party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings. Each Party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the Parties. Failing resolution through negotiation or mediation, either Party may file an action in a court of competent jurisdiction or other appropriate remedy available in law or equity as defined herein below.
23. **Jointly Drafted.** The Parties agree that this Agreement is entered into knowingly and voluntarily, after having the opportunity to fully discuss it with an attorney. Having had the opportunity to obtain the advice of legal counsel to review, comment upon, and redraft this Agreement, the Parties agree that this Agreement shall be construed as if the parties jointly prepared it so that any uncertainty or ambiguity shall not be interpreted against any one party and in favor of the other.
24. **Parties Acknowledgement; Parties Bound.** The Parties acknowledge that they have read this Agreement, and that they understand the terms and conditions herein and that the terms have been fully and completely explained to the Parties prior to the execution thereof. Each party acknowledges that the other party has made no warranties, representations, covenants, or agreements, express or implied, except as expressly contained in this Agreement. Further, the Parties have caused this Agreement to be executed on their respective behalf by the authorized officer whose signature appears below under their respective name, to be effective as of the date first written above. This Agreement shall inure to the benefit of and be binding upon the Parties, their successors, heirs, and personal representatives.
25. **Waiver.** The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.
26. **Time is of the Essence.** Time shall be of the essence of this Agreement.

- 27. **Survivability.** Any provision of this Agreement which obligates any of the Parties to perform an obligation either before the commencement of the Term or after the expiration of the Term, or any renewal or extension thereof, shall be binding and enforceable notwithstanding that performance is not within the Term, and the same shall survive.
- 28. **Severability.** Whenever possible each provision and term of this Agreement will be interpreted in a manner to be effective and valid but if any provision or term of this Agreement is held to be prohibited or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Agreement.
- 29. **Counterparts.** This Agreement may be executed in a number of identical counterparts and a facsimile or electronic/digital copy shall be treated as an original. If so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one agreement. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
- 30. **Section and Paragraph Headings.** Captions or paragraph headings herein contained are for organizational convenience only and shall not be construed as material provisions of this agreement or to limit any provisions hereunder.
- 31. **Cooperation; Supplementary Actions.** All Parties agree to cooperate fully and to execute any supplementary documents, and to take any additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement, and which are not inconsistent with its terms.
- 32. **Miscellaneous.** Whenever the context shall so require, all words in this Agreement of one gender shall be deemed to include the other gender.
- 33. **Incorporation of Recitals.** Each of the WHEREAS clauses listed above are hereby re-alleged and incorporated into this Agreement as if otherwise fully stated herein.
- 34. **Notice.** Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be made in writing and shall be personally delivered to the individuals listed below, sent via prepaid courier or overnight courier, or deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, addressed to the addresses (and individuals) set forth below. No other form of electronic communications (Facebook, Twitter, Text) will be deemed Notice.

| | |
|---|-----------------------|
| <u>FOR THE BOARD</u> | <u>FOR THE VENDOR</u> |
| Name: Bradley S. Arnold | Name: |
| Address: 7375 Powell Road, Wildwood, FL 34785 | Address: |
| Title: County Administrator | Title: |
| Date: 10/12/21 | Date: |

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



WITNESSED BY:

By: Nelissa Elliott D.C.

SUMTER COUNTY
BOARD OF COUNTY COMMISSIONERS

[Signature]

By: Chairman

Date Signed: 10/12/21

ATTEST:

By: [Signature]

ASPHALT PAVING SYSTEMS, INC.

[Signature]
By: Robert Capotassi, President

Date Signed: 10-15-2021

REQUEST FOR PROPOSALS
FOR
SUMTER COUNTY
PAVEMENT MAINTENANCE AND REHABILITATION CONTINUING
SERVICES
RFP # 032-0-2021



Board of Sumter County Commissioners
Purchasing Division
319 E. Anderson Avenue
Bushnell, FL 33513

Phone (352) 689-4400 Fax (352) 689-4401

Date of Issue: August 13, 2021

PROPOSAL DOCUMENTS CHECKLIST OF ITEMS REQUIRED TO BE SUBMITTED

The following documents and forms in the following arrangement must accompany each proposal or alternate proposal submitted:

Documents that are mandatory and MUST accompany the submittal of the bid in order for the submission to be considered:

- One (1) original proposal, clearly labeled "Original"
- Proposal Cover Page. This is to be used as the first page of the RFP. This form must be fully completed and signed by an authorized officer of the vendor.
- Proposer Certification / Addenda Acknowledgement Form
- Statement of General Terms and Conditions
- A sworn, notarized Statement of Contractor's Experience and Personnel
- A sworn, notarized Drug Free Work Place Certificate must accompany each proposal or alternate proposal.
- A sworn, notarized Statement of Public Entity Crimes
- Unit Price Proposal Form A
- Proposal Form B
- List of Proposed Sub-Contractors/Supplier – Proposal Form C
- A separate sheet or sheets, clearly identified and numbered, of Exceptions or Deviations from the minimum specifications, must be attached to the Proposal Form (if applicable).
- Anti-Collusion Statement
- Hold Harmless Agreement
- Florida Contractor's License
- Florida Department of Transportation (FDOT) Pre-Qualifications

Documents that are required as part of the submittal but will be considered minor discrepancies if turned in within 24 business hours (Monday – Friday 8:00 a.m. to 5:00 p.m.) after opening of the bid and are found to be in compliance with the purchasing standards of Sumter County:

- Three (3) printed copies of the proposal in its entirety; and one (1) electronic single PDF version not password protected of the original submitted proposal in its entirety.
- E-Verify Certification Form
- Electronic signature page of the E-Verify Memorandum of Understanding from the Department of Homeland Security. This must be dated prior to the RFP due date.

- Bid Document Checklist of Items Required to be Submitted
- W-9
- A Certificate of Insurability, acceptable to the County, shall accompany each bid or alternate bid, in the amounts as prescribed by State and Sumter County BOCC .
 - o All insurance policies shall be written on companies authorized to do business in the State of Florida and satisfactory to the Sumter County BOCC. Prior to commencing services pursuant to the award of this bid, the Contractor shall furnish to the Sumter County BOCC certificates of insurance showing the required coverage has been procured and paid for in advance. Within thirty (30) days prior to expiration, the Vendor shall provide the Sumter County BOCC with proof that required coverage has been extended.

Date: 9/27/2021

I, Robert Capoferri (name), an authorized officer of Asphalt Paving Systems, Inc. (company/vendor), confirm that the above listed documents are provided in our company's bid being submitted to Sumter County and confirm I have read and understand the RFP document in its entirety.

PROPOSER'S CERTIFICATION

| | | |
|---|---|--|
| Submit To: Sumter County Board of County Commissioners 319 E. Anderson Avenue Bushnell, Florida, 33513 Phone 352-689-4400 Fax 352-689-4401 | SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS REQUEST FOR PROPOSALS (RFP) CERTIFICATION AND ADDENDA ACKNOWLEDGMENT | |
| DUE DATE: September 27, 2021 | DUE TIME: 9:30 a.m. | RFP # 032-0-2021/RS |
| TITLE: Sumter County Pavement Maintenance and Rehabilitation Continuing Services | | |
| VENDOR NAME: Asphalt Paving Systems, Inc. | PHONE NUMBER: 813-788-0010 | |
| VENDOR MAILING ADDRESS: 8940 Gall Blvd. | FAX NUMBER: | |
| CITY/STATE/ZIP: Zephyrhills, FL 33541 | E-MAIL ADDRESS: FLEstimating@asphaltpavingsystems.com | |
| "I, the undersigned, certify that I have reviewed the addenda listed below (list all addenda received to date). I understand that timely commencement will be considered in award of this RFP and that cancellation of award will be considered if commencement time is not met, and that untimely commencement may be cause for termination of contract. I further certify that the services will meet or exceed the RFP requirements. I, the undersigned, declare that I have carefully examined the RFP, specifications, terms and conditions as applicable for this Request, and that I am thoroughly familiar with all provisions and the quality and type of coverage and services specified. I further declare that I have not divulged, discussed, or compared this RFP with any other Offeror and have not colluded with any Offerors or parties to an RFP whatsoever for any fraudulent purpose." | | |
| <u> N/A </u> Addendum # | <u> N/A </u> Addendum # | <u> N/A </u> Addendum # |
| <u> N/A </u> Addendum # | <u> N/A </u> Addendum # | <u> N/A </u> Addendum # |
| "I certify that this quote is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an RFP for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this response and that the offer is in compliance with all requirements of the RFP, including but not limited to certification requirements. In conducting offers with an agency for Sumter County Board of County Commissioners (BOCC), respondent agrees that if this Proposals is accepted, the respondent will convey, sell, assign, or transfer to the Sumter County BOCC all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States for price fixing relating to the particular commodities or services purchased or acquired by the COUNTY. At the Sumter County BOCC discretion, such assignment shall be made and become effective at the time the purchasing agency renders final payment to the respondent." | | |
| Robert Capoferri, President <hr style="width: 100%;"/> Authorized Agent Name, Title (Print) |  <hr style="width: 100%;"/> Authorized Signature | 9/27/2021 <hr style="width: 100%;"/> Date |
| <i>This form must be completed and returned with your Submittal</i> | | |

STATEMENT OF GENERAL TERMS AND CONDITIONS REFERENCE & SIMILAR PROJECTS EXPERIENCE FORM

PUBLIC ENTITY CRIME: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal/Bid on a contract to provide any goods or services to a public entity, for the construction or repair of a public building or public work, may not submit Proposals/Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or Vendor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

INDEMNIFICATION: The Contractor agrees to indemnify and hold harmless Board of Sumter County Commissioners, and their elected officials, employees and volunteers from and against all claims, losses and expenses, including legal costs, arising out of or resulting from, the performance of this contract, provided that any such claims, damage, loss of expenses is attributed to bodily injury, sickness, disease, personal injury or death, or to injury to or destruction of tangible property including the loss or loss of use resulting therefrom and is caused in whole or in part by any negligent act or omission of the tenant.

PROHIBITION OF LOBBYING: During the black out period which is, the period between the time the submittals for Invitation to Bid or the Request for Proposals, or Qualifications, or Information, as applicable, are received at Contracts / Purchasing and the time the Board awards the contract, no proposer, no lobbyist, principal, or other person may lobby, on behalf of a competing party in a particular procurement matter, any member of the Board, or any Board employee other than the Purchasing Division Manager. Violation of this provision may result in disqualification of violating party. All questions regarding this Request for Proposals (RFP) or Invitation to Bid (BID) must be submitted in writing to the Board's Purchasing Division Manager.

ANTI TRUST LAWS: By submission of a signed RFP or BID, the successful Vendor acknowledges compliance with all antitrust laws of the United States and the State of Florida, in order to protect the public from restraint of trade, which illegally increases prices.

CONFLICT OF INTEREST: The award of the contract hereunder is subject to the provisions of Chapter 112 of the Florida Statutes. Vendors shall disclose the name of any Officer, Director, Partner, Associate, or Agent who is also an Officer, Appointee, or Employee of any of the Boards at the time of the RFP or BID, or at the time of occurrence of the Conflict of Interest thereafter.

INTERPRETATION, CLARIFICATIONS AND ADDENDA: No oral interpretations will be made to any vendor as to the meaning of the RFP/BID Contract Documents. Any inquiry or request for interpretation received by the Purchasing Division Manager before the date listed herein will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be distributed at or after the Pre-Proposals/Pre-Bid Conference, mailed or sent by available or electronic means to all attending prospective Submitters prior to the established RFP/BID opening date. Each Vendor shall acknowledge receipt of such addenda in the space provided. In case any Proposer/Bidder fails to acknowledge receipt of such addenda or addendum, his offer will nevertheless be construed as though it had been received and acknowledged and the submission of his bid will constitute acknowledgment of the receipt of same. All addenda are a part of the RFP/BID FORMS and each Proposer/Bidder will be bound by such addenda, whether or not received by him. It is the responsibility of each proposer/bidder to verify that he has received all addenda issued before RFP's/BID's are opened. In the case of unit price items, the quantities of work to be done and materials to be furnished under this RFP/BID Contract are to be considered as approximate only and are to be used solely for the comparison of RFP's/BID's received. The Board and/or its VENDOR do not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Vendor plead misunderstanding or deception because of such estimate or quantities of work performed or material furnished in accordance with the Specifications and/or Drawings and other Proposals/Bid Documents, and it is understood that the quantities may be increased or diminished as provided herein without in any way invalidating any of the unit or lump sum prices bid.

GOVERNING LAWS AND REGULATIONS: The vendor is required to be familiar with and shall be responsible for complying with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the work.

PROPRIETARY/CONFIDENTIAL INFORMATION: Vendors are hereby notified that all information submitted as part of, or in support of RFP's/BID's, will be available for public inspection ten days after opening of the RFP's/BID's or until a short list is recommended whichever comes first, in compliance with Chapter 119, and 287 of the Florida Statutes. Any person wishing to view the RFP's/BID's must make an appointment by calling the Purchasing Division Manager at (352) 689-4400. All RFP's/BID's submitted in response to this solicitation become the property of the Board. Unless information submitted is proprietary, copy written, trademarked, or patented, the Board reserves the right to utilize any or all information, ideas, conceptions, or portions of any RFP/BID, in its best interest.

TAXES: The Board of Sumter County Commissioners is exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request.

NON-COLLUSION DECLARATION: By signing this RFP/BID, all Vendors shall affirm that they shall not collude, conspire, connive or agree, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the work for which their RFP/BID has been submitted; or to refrain from Bidding in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the RFP/BID or of any other Bidder, or to fix any overhead, profit, or cost elements of the RFP/BID price or the RFP/BID price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Bidder, or any person interested in the proposed work.

PROPOSER RESPONSIBILITY: Invitation by the Boards to vendors is based on the recipient's specific request and application to DemandStar by Onvia at www.DemandStar.com [(800) 711-1712] or as the result of response by the public to the legal advertisements required by State law. Firms or individuals submit their responses on a voluntary basis, and therefore are not entitled to compensation of any kind.

OWNERSHIP OF SUBMITTALS: All responses, inquiries or correspondence relating to or in reference to this RFP/BID, and all other reports, charts, displays, schedules, exhibits and other documentation submitted by the vendors will become the property of the Board. Reference to literature submitted with a previous RFP/BID will not relieve the Bidder from including any required documents with this RFP/BID.

EXAMINATION OF BID DOCUMENTS: Each Bidder shall carefully examine the RFP/BID Document to ensure all pages have been received, all drawings and/or Specifications and other applicable documents are included, and shall inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress or performance of the work to be performed under the Contract. Ignorance on the part of the CONTRACTOR will in no way relieve him of the obligations and responsibilities assumed under the Contract.

VENDOR RESPONSIBILITY: Vendors are fully and completely responsible for the labeling, identification and delivery of their submittals. The Purchasing Division Manager will not be responsible for any mislabeled or misdirected submissions, nor those handled by delivery persons, couriers, or the US Postal Service.

DRUG FREE WORKPLACE: All Proposers/Bidders shall submit the enclosed, duly signed and notarized form entitled "Drug Free Workplace Certificate". The Drug Free Workplace Vendor shall have the burden of demonstrating that his program complies with Section 287.087 of the Florida Statutes, and any other applicable state law.

This document must be completed and returned with your Submittal.

BOARD OF SUMTER COUNTY COMMISSIONERS, are political subdivisions of the State of Florida, and reserve the right to reject any and/or all submittals, reserve the right to waive any informalities or irregularities in the examination process, and reserve the right to award contracts and/or in the best interest of the Boards. Submittals not meeting stated minimum terms and qualifications may be rejected by the Boards as non-responsive. The Boards reserve the right to reject any or all submittals without cause. The Boards reserves the right to reject the submission of any Vendor in arrears or in default upon any debt or contract to the Boards, or who has failed to perform faithfully any previous contract with the Boards or with other governmental agencies.

PUBLIC RECORDS LAW: Correspondence, materials and documents received pursuant to this RFP/BID become public records subject to the provisions of Chapter 119, Florida Statutes.

VERIFICATION OF TIME: Nextel time is hereby established as the Official Time of the Boards.

PREPARATION OF PROPOSALS/BIDS:

Signature of the Bidder: The Bidder must sign the RFP/BID FORMS in the space provided for the signature. If the Proposer/Bidder is an individual, the words "doing business as _____" must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the firm name and the words, "Member of the Firm" should be written beneath such signature. If the Proposer/Bidder is a corporation, the title of the officer signing the RFP/BID on behalf of the corporation must be stated and evidence of his authority to sign the RFP/BID must be submitted. The Proposer/Bidder shall state in the RFP/BID FORMS the name and address of each person interested therein.

Basis for Bidding: The price proposed for each item shall be on a lump sum or unit price basis according to specifications on the RFP/BID FORM. The proposed prices shall remain unchanged for the duration of the Contract and no claims for cost escalation during the progress of the work will be considered, unless otherwise provided herein.

Total Proposed Price/Total Contract Sum Proposed: If applicable, the total price bid for the work shall be the aggregate of the lump sum prices proposed and/or unit prices multiplied by the appropriate estimated quantities for the individual items and shall be stated in figures in the appropriate place on the RFP/BID FORM. In the event that there is a discrepancy on the RFP/BID FORM due to unit price extensions or additions, the corrected extensions and additions shall be used to determine the project bid amount.

TABULATION: Those wishing to receive an official tabulation of the results of the opening of this RFP/BID are to submit a self-addressed, stamped business size (No. 10) envelope, prominently marked on the front lower left side, with the RFP identification. Tabulation requested by telephone, fax or electronic media will not be accepted.

OBLIGATION OF WINNING BIDDER: The contents of the RFP/BID of the successful proposer/bidder will become contractual obligations if acquisition action ensues. Failure of the successful Proposer/Bidder to accept these obligations in a contract may result in cancellation of the award and such vendor may be removed from future participation.

AWARD OF BID: It is the Boards' intent to select a vendor within **sixty (60) calendar days** of the deadline for receipt of Proposals/Bids. However, Proposals/Bids must be firm and valid for award for at least **ninety (90) calendar days** after the deadline for receipt of the RFP/BID.

ADDITIONAL REQUIREMENTS: The firms shall furnish such additional information as the Boards may reasonably require. This includes information which indicates financial resources as well as ability to provide the services. The Boards reserve the right to make investigations of the qualifications of the firm as it deems appropriate.

PREPARATION COSTS: The Boards shall not be obligated or be liable for any costs incurred by Proposers/Bidders prior to issuance of a contract. All costs to prepare and submit a response to this RFP/BID shall be borne by the Proposer/Bidder.

TIMELINESS: All work will commence upon authorization from the Boards' representative (Purchasing Division Manager). All work will proceed in a timely manner without delays. The Contractor shall commence the work UPON RECEIPT OF NOTICE TO PROCEED AND/OR ORDER PLACED (PURCHASE ORDER PRESENTED), and shall deliver in accordance to the terms and conditions outlined and agreed upon herein.

DELIVERY: All prices shall be FOB Destination, Sumter County, Florida, inside delivery unless otherwise specified.

ADDITIONAL SERVICES/PURCHASES BY OTHER PUBLIC AGENCIES ("PIGGY-BACK"): The Vendor by submitting a Bid acknowledges that other Public Agencies may seek to "Piggy-Back" under the same terms and conditions, during the effective period of any resulting contract - services and/or purchases being offered in this Bid, for the same prices and/or terms proposed. Vendor has the option to agree or disagree to allow contract Piggy-Backs on a case-by-case basis. Before a Public Agency is allowed to Piggy-Back any contract, the Agency must first obtain the vendor's approval - without the vendor's approval, the seeking Agency cannot Piggy-Back.

PLANS, FORMS & SPECIFICATIONS: Bid Packages are available from the Purchasing Division Manager. These packages are available for pickup or by mail. If requested to mail, the Proposer/Bidder must supply a courier account number (UPS, FedEx, etc.). Proposers/Bidders are required to use the official RFP/BID FORMS, and all attachments itemized herein, are to be submitted as a single document. Any variation from the minimum specifications must be clearly stated on the RFP/BID FORM and/or Exceptions/Deviations Sheet(s). Only one set of plans, forms, and specifications will be furnished each company or corporation interested in submitting a Proposal/bid. RFP/BID FORM documents for this project are free of charge and are available on-line and are downloadable (vendor must pay any DemandStar fees or any shipping).

MANUFACTURER'S NAME AND APPROVED EQUIVALENTS: Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition unless otherwise indicated. The Proposer/Bidder may offer any brand for which he is an authorized representative, which meets or exceeds the RFP/BID specification for any item(s). If RFP's/BID's are based on equivalent products, indicate on the RFP/BID FORM the manufacturer's product name and literature, and/or complete specifications. Reference to literature submitted with a previous RFP/BID will not satisfy this provision. The Proposer/Bidder shall explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. RFP's/BID's which do not comply with these requirements are subject to rejection. RFP's/BID's lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the RFP/BID FORM. The Purchasing Division Manager is to be notified, in writing, of any proposed changes in materials used, manufacturing process, or construction. However, changes shall not be binding upon the Boards unless evidenced by a Change Notice issued and signed by the Purchasing Division Manager, or designated representative.

QUANTITIES: The quantities as specified in this RFP/BID are estimates only and are not to be construed as guaranteed minimums.

SAMPLES: Samples of items, when called for, shall be furnished free of expense, and if not destroyed may, upon request, be returned at the Proposer's/Bidder's expense. Each sample shall be labeled with the Proposer's/Bidder's name, manufacturer brand name and number, RFP/BID number and item reference. Samples of successful Proposer's/Bidder's items may remain on file for the term of the contract. Request for return of samples shall be accompanied by instructions which include shipping authorization and must be received at time of opening. Samples not returned may be disposed of by the Boards within a reasonable time as deemed appropriate.

DOCUMENT RE-CREATION: Vendor may choose to re-create any document(s) required for this solicitation, but must do so at his own risk. All required information in the original Board format must be included in any re-created document. Submittals may be deemed non-responsive if required information is not included in any re-created document.

ACKNOWLEDGED:


Robert Capoferri, President
(Signature and Date)

*** PLEASE SEE ATTACHED***

| | | |
|-------------------------------|--------|----------------|
| Owner / Business Name: | | |
| Project Location / Address: | | |
| City: | State: | Zip Code: |
| Point of Contact: | | Dates of Work: |
| Phone Number: | | Fax Number: |
| E-mail Address: | | |
| Project Name: | | |
| Brief Description of Project: | | |

| | | |
|-------------------------------|--------|----------------|
| Owner / Business Name: | | |
| Project Location / Address: | | |
| City: | State: | Zip Code: |
| Point of Contact: | | Dates of Work: |
| Phone Number: | | Fax Number: |
| E-mail Address: | | |
| Project Name: | | |
| Brief Description of Project: | | |

| | | |
|-------------------------------|--------|----------------|
| Owner / Business Name: | | |
| Project Location / Address: | | |
| City: | State: | Zip Code: |
| Point of Contact: | | Dates of Work: |
| Phone Number: | | Fax Number: |
| E-mail Address: | | |
| Project Name: | | |
| Brief Description of Project: | | |


CONTRACTOR'S AFFIDAVIT

State of Florida
County of Pasco

Before me personally appeared Robert Capoferri who is *(title)* President
of *(the company described herein)* Asphalt Paving Systems, Inc. being duly sworn, deposes and says
that the foregoing statements are a true and accurate statement of the position of said organization as of
the date thereof, and, that the statements and answers to the foregoing experience questionnaire are
correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of
false, deceptive, or fraudulent statements of this application constitutes fraud; and, agrees to furnish any
pertinent information requested by The Sumter County Board of County Commissioner deemed
necessary to verify the statements made in this application or regarding the ability, standing and general
reputation of the applicant.

Personally Known x or Produced Identification _____

Sworn to and subscribed before me this 27th day of September, 2021



NOTARY PUBLIC - STATE OF FLORIDA
(Signature of Notary Public)

Amanda Reichart

(Print Name of Notary Public)

(seal)



AMANDA REICHART
Commission # GG 177629
Expires January 22, 2022
Bonded Thru Budget Notary Services

This document must be completed and returned with your Submittal

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that,

Asphalt Paving Systems, Inc.

(print or type name of firm)

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under Proposals or bid, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under Proposals or bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, please or guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.
- "As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

Robert Capoferri

Authorized Signature

9/27/21

Date Signed

State of: Florida

County of: Pasco

Sworn to and subscribed before me this 27th day of September, 20 21

Personally known or Produced Identification _____
(Specify Type of Identification)

[Signature]
Signature of Notary

My Commission Expires January 22, 2022
(seal)



AMANDA REICHART
Commission # GG 177629
Expires January 22, 2022
Bonded Thru Budget Notary Services

This document must be completed and returned with your Submittal

HOLD HARMLESS AGREEMENT

The Contractor/Vendor is required to purchase and maintain minimum limits of \$1,000,000 per occurrence for all liability, which includes general liability and, if applicable, automobile liability. Other coverage may be required where applicable.

The Contractor/Vendor agrees to hold the Sumter County Board of County Commissioners harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting there from, arising out of the agreement, unless such claims are a result of the County's sole negligence.


The Contractor/Vendor shall purchase and maintain workers' compensation insurance & employer's liability in accordance with Florida Statute Chapter 440.

The Contractor/Vendor shall also purchase any other coverage required by law for the benefit of employees.

Required insurance shall be documented in Certificates of Insurance and shall be provided to the County representative requesting the service.

By signature upon this form the Contractor/Vendor stipulates that he/she agrees to the Hold Harmless Agreement, and to abide by all insurance requirements.

Asphalt Paving Systems, Inc.
Contractor/Vendor-Print Name
RFP#032-0-2021-Pavment Maintenace &
Rehabilitation Continuing Services
Project Name


Signature Robert Capoferri, President
9/27/2021
Date

The effective dates of this Hold Harmless Agreement shall be for the duration of the contract associated with this project.

This document must be completed and returned with your Submittal

E-Verify Vendor/Contractor/Subcontractor Certification

E-Verify is a federal system established by the Department of Homeland Security to determine the immigration and work-eligibility status of prospective employees. Detailed E-Verify program information for employers can be found at <http://www.dhs.gov/e-verify>.

Vendors must certify compliance with the federal E-Verify program for all employees hired on or after the date of the contractor's registration on the Department of Homeland Security website <http://www.dhs.gov/e-verify> by providing the Memorandum of Understanding electronic signature page with date of registration and company ID number (see example below) and this E-Verify Certification form. In the case of contractors, this includes obtaining written certification from all subcontractors who will participate in the performance of the contract. The certification below has been prepared for all County vendors and contractors to use for this purpose. All subcontractor certifications must be kept on file with the contract vendor and made available to the state and/or County upon request.

CERTIFICATION

I certify that the company shown below is in compliance with the above statement and that I am authorized to sign on its behalf.

Name of Company: Asphalt Paving Systems, Inc.

Authorized signature: _____

Printed name & Title: Robert Capoferri, President

Address: 9021 Wire Road Zephyrhills, FL 33540


Date: 9/27/2021

Telephone Number: 813-788-0010

E-mail address: Amandareichertaps@gmail.com/ FLEstimating@asphaltpavingsystems.com

Sumter County reserves the right to determine how it will respond to any instances of non-compliance or false certification of compliance. Potential County actions include, but are not limited to, cancellation of the contract and/or suspending or debaring the contract vendor from performing services in any aspect to the County.

Please contact the Purchasing Division at 352-689-4400 with questions regarding this requirement.

E-Verify 

Company ID Number: xxxxxx

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer **E-ONE, Inc.**

| | |
|--|-----------------------------------|
| Vendor's Name <small>Name (Please Type or Print)</small> | Title |
| Electronically Signed Signature | 03/15/2010 <small>Date</small> |
| Department of Homeland Security – Verification Division | |
| <small>Name (Please Type or Print)</small> | Title |
| Signature | Date |

This document must be completed and returned with your Submittal.

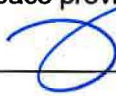
ANTI-COLLUSION STATEMENT

By signing this form, the vendor agrees that this quote is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a quote for the same purpose and that the quote is in all respects fair and without collusion or fraud,

IT IS AGREED BY THE UNDERSIGNED VENDOR. THAT THE SIGNING AND DELIVERY OF THE QUOTE REPRESENTS THE VENDOR'S ACCEPTANCE. OF THE TERMS AND CONDITIONS OF THE FORGOING SPECIFICATIONS AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDOR AND THE BOARD OF SUMTER COUNTY COMMISSIONERS

NAME OF FIRM: Asphalt Paving Systems, Inc.

[Sign in ink in the space provided below]

SIGNED BY:  Robert Capoferri

TITLE: President

ADDRESS: 9021 Wire Road

CITY & STATE: Zephyrhills, FL 33540

TELEPHONE: 813-788-0010

No quotes will be withdrawn for a period of sixty (60) days subsequent to the opening of quotes, without the consent of the Board of Sumter County Commissioners.

NO QUOTE (Reason):

This document must be completed and returned with your Submittal

STATEMENT OF PUBLIC ENTITY CRIMES

This is a sworn statement under Section 287.133(3)(a), Florida Statutes, on public entity crimes and must be signed in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted with Bid, Proposal or Contract No. RFP# 032-0-2021
for Payment Maintenance & Rehabilitation Continuing Services.

2. This sworn statement is submitted by Asphalt Paving Systems, Inc.
(Name of entity submitting sworn statement)

whose business address is:

9021 Wire Road Zephyrhills, FL 33540

Its Federal Employer Identification Number (FEIN) is 22-3787755. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

3. I understand that a *Public Entity Crime* as defined in Paragraph 287.133(1)(g), Florida Statutes, is a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other State or with the United States, including, but not limited to, any bid, proposal, reply or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that *convicted* or *conviction* as defined in Paragraph 286.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any Federal or State trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial or entry of a plea of guilty or nolo contendere.
5. I understand that an *affiliate* as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:
- (a) A predecessor or successor of a person convicted of a public entity or crime; or
 - (b) An entity under the control of a natural person who is active in the management of the entity and who has been convicted of a public entity crime. *Affiliate* includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an *affiliate*.
6. I understand that a *person* as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. *Person* includes those officers, directors, executives, shareholders, partners, employees, members, and agents who are active in management of an entity.

7. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989 AND (Please indicate which additional statement applies.)

There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

[Signature]
(Signature) Robert Capoferri


Sworn to and subscribed before me this 27th day of September , 20 21 .

Personally Known x _____

OR produced identification _____ Notary Public – State of FL

My commission expires January 22, 2022

Type of identification produced _____

 AMANDA REICHART
Commission # GG 177629
Expires January 22, 2022
Bonded Thru Budget Notary Services

[Signature]
(Printed, typed or stamped
Commissioned name of notary public)

This document must be completed and returned with your Submittal

STATEMENT OF "NO PROPOSALS"
RFP # 032-0-2021/RS

If you do not intend to submit a Proposal for this project, please complete and return this form prior to date shown for receipt of Proposals to: Sumter County BOCC, 319 E. Anderson Avenue, Wildwood, Florida 34785. Attn: Mrs. Becky Segrest.

We, the undersigned, have declined to submit a Proposal for your **RFP # 032-0-2021/RS Sumter County Pavement Maintenance and Rehabilitation Continuing Services** for the following reasons:

- Specifications are too "tight" i.e. geared toward one brand or manufacturer only (please explain reason below)
- Insufficient time to respond to Request for Proposals.
- We do not offer this product/s or equivalent.
- Remove us from your vendor's list for this commodity or service.
- Our product schedule would not permit us to perform to specifications.
- Unable to meet specifications.
- Unable to meet insurance requirements.
- Specifications unclear (please explain below).
- Competition restricted by pre-approved owner standards.
- Other (please specify below or attach a separate sheet).

Remarks: _____

"We understand that if this "No Proposals" letter is not executed and returned, our name may be deleted from the list of qualified proposers for the owner for future projects or commodities".

Company Name: _____
Address: _____
Signature and Title: _____
Telephone Number _____ Date _____

Countywide Pavement Maintenance and Rehabilitation Continuing Services

Unit Price Proposal Form A

The following unit costs shall include all material, labor, equipment, and any other additional charges including but not limited to mobilization and maintenance of traffic (MOT) required to accomplish the work of the unit cost. Variable message boards are the one exception to this. Partial bids will be accepted on a per category basis.

Bid award will be based on the total unit pricing for each category listed in the unit price proposal. Bidders are NOT required to bid each category, but must provide pricing for ALL line items listed in those categories they are capable of producing and have prior applicable experience. Sumter County reserves the right to award a contract to one or more vendors.

| CATEGORY A – MILLING PER TASK ORDER | UNIT | 0 - 1,000 | 1,001 - 5,000 | 5,001 - 10,000 | 10,001 - 25,000 | Over 25,000 |
|--|---------|----------------|----------------|-----------------|-----------------|----------------|
| 1" | Sq. Yd. | \$12.50 | \$6.50 | \$4.25 | \$3.45 | \$2.95 |
| 2" | Sq. Yd. | \$12.50 | \$6.50 | \$4.50 | \$3.70 | \$3.15 |
| 3" | Sq. Yd. | \$14.50 | \$7.25 | \$5.25 | \$4.50 | \$3.75 |
| 4" | Sq. Yd. | \$15.75 | \$7.75 | \$5.75 | \$5.15 | \$4.50 |
| 5" | Sq. Yd. | \$17.75 | \$8.00 | \$7.00 | \$6.25 | \$5.25 |
| 6" | Sq. Yd. | \$20.00 | \$8.25 | \$7.25 | \$6.75 | \$6.00 |
| Asphalt and/or profile millings deductive alternate for Contractor to deliver and transport | Cu. Yd. | \$-1.00 | \$-1.00 | \$-1.00 | \$-1.00 | \$-1.00 |
| CATEGORY A SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category A) | | \$92.00 | \$43.25 | \$33.00 | \$28.80 | \$23.60 |
| CATEGORY A TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category A) | | | | \$220.65 | | |

| CATEGORY B – STRUCTURAL OVERLAY - ASPHALT TYPES PER TASK ORDER | UNIT | 0-100 | 101-500 | 501– 1,000 | 1,001–5,000 | Over 5,000 |
|--|-------------|--------------------|------------------------|-------------------------|---------------------|-------------------|
| 9.5 S.P. | Ton | \$511 | \$190 | \$140 | \$130 | \$125 |
| 12.5 S.P. | Ton | \$508 | \$187 | \$137 | \$127 | \$123 |
| 9.5 F.C. | Ton | \$520 | \$200 | \$154 | \$145 | \$140 |
| 12.5 F.C. | Ton | \$514 | \$195 | \$152 | \$143 | \$137 |
| CATEGORY B SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category B) | | \$ 2,053.00 | \$772.00 | \$583.00 | \$545.00 | \$527.00 |
| CATEGORY B TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category B) | | | | | \$4,480.00 | |
| | | | | | | |
| CATEGORY C - CHIP SEAL / FOG SEAL PER TASK ORDER | UNIT | 0 - 25,000 | 25,001 - 50,000 | 50,001 - 100,000 | Over 100,000 | |
| Single Chip (Number 89 Stone) | Sq. Yd. | \$4.35 | \$2.80 | \$2.49 | \$2.49 | |
| Double Chip (Number 57 & 89 Stone) | Sq. Yd. | \$5.80 | \$4.65 | \$4.26 | \$4.26 | |
| Triple Chip Seal | Sq. Yd. | \$7.85 | \$6.70 | \$6.05 | \$6.05 | |
| Fog Seal | Sq. Yd. | \$0.75 | \$0.55 | \$0.55 | \$0.55 | |
| CATEGORY C SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category C) | | \$18.75 | \$14.70 | \$13.35 | \$13.35 | |
| CATEGORY C TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category C) | | | | | \$60.15 | |
| | | | | | | |
| CATEGORY D - CAPE SEAL PER TASK ORDER | UNIT | 0 - 25,000 | 25,001 - 50,000 | 50,001 - 100,000 | Over 100,000 | |
| Cape Seal | Sq. Yd. | \$9.70 | \$7.55 | \$6.65 | \$6.65 | |
| CATEGORY D SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category D) | | \$9.70 | \$7.55 | \$6.65 | \$6.65 | |
| CATEGORY D TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category D) | | | | | \$30.55 | |

| CATEGORY E - MICRO-SURFACING PER TASK ORDER | UNIT | 0 - 25,000 | 25,001 - 50,000 | 50,001 - 100,000 | Over 100,000 | |
|--|-------------|-------------------|------------------------|-------------------------|---------------------|--|
| Double Micro | Sq. Yd. | \$5.45 | \$4.85 | \$4.30 | \$4.30 | |
| Single Micro | Sq. Yd. | \$3.30 | \$3.05 | \$2.83 | \$2.83 | |
| Rut Filling (Leveling) | Ton | \$225.00 | \$225.00 | \$225.00 | \$225.00 | |
| CATEGORY E SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category E) | | \$ 233.75 | \$232.90 | \$232.13 | \$232.13 | |
| CATEGORY E TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category E) | | | | \$930.91 | | |
| | | | | | | |
| CATEGORY F – IN-PLACE RECYCLING – RECONSTRUCTION (FULL DEPTH RECLAMATION) PER TASK ORDER | UNIT | 0 - 25,000 | 25,001 - 50,000 | 50,001 - 100,000 | Over 100,000 | |
| Pulverization | Sq. Yd. | \$10.20 | \$8.10 | \$7.20 | \$6.10 | |
| Cement - Cement Treated Base | Ton | \$165 | \$165 | \$165 | \$165 | |
| Asphaltic Cement - Foamed Asphalt Base | Gallon | \$6.00 | \$6.00 | \$6.00 | \$6.00 | |
| Asphaltic Emulsion - Emulsion Treated Base | Gallon | \$2.50 | \$2.50 | \$2.50 | \$2.50 | |
| Added Rap or Aggregates | Ton | \$30.00 | | | | |
| Shoulder Rework | LF | \$2.25 | | | | |
| Excavation for Widening/Unsuitable Materials | Cu. Yd. | \$40.00 | | | | |
| General Use Optional Base Material | Cu. Yd. | \$30.00 | | | | |
| CATEGORY F SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category F) | | \$285.95 | \$181.60 | \$180.70 | \$179.60 | |
| CATEGORY F TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category F) | | | | \$827.85 | | |

| CATEGORY G – ASPHALT REJUVENATION PER TASK ORDER | UNIT | 0 - 1,000 | 1,001 - 5,000 | 5,001 - 25,000 | 25,001 - 50,000 | Over 50,000 |
|--|-------------|------------------|----------------------|-----------------------|------------------------|--------------------|
| Rejuvenation | Sq. Yd. | N/B | N/B | N/B | N/B | N/B |
| Test Core Removal | Each | N/B | N/B | N/B | N/B | N/B |
| Test Core Laboratory Analysis- | Each | N/B | N/B | N/B | N/B | N/B |
| Rejuvenation (Including Titanium Dioxide) | Sq. Yd. | N/B | N/B | N/B | N/B | N/B |
| Field Core Removal | Each | N/B | N/B | N/B | N/B | N/B |
| Field Core Laboratory Analysis - Viscosity | Each | N/B | N/B | N/B | N/B | N/B |
| Field Core Laboratory Analysis – Titanium Dioxide Penetration | Each | N/B | N/B | N/B | N/B | N/B |
| Field Core Laboratory Analysis – Titanium Dioxide NO2 Reduction | Each | N/B | N/B | N/B | N/B | N/B |
| Field Core Laboratory Analysis – Titanium Dioxide Solar Reflectance Index (SRI) | Each | N/B | N/B | N/B | N/B | N/B |
| CATEGORY G SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category G) | | N/B | N/B | N/B | N/B | N/B |
| CATEGORY G TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category G) | | | | \$ N/B | | |
| | | | | | | |
| CATEGORY H - CRACK SEALING PER TASK ORDER | UNIT | 0 - 500 | 500 -1,000 | 1,001 - 5,000 | 5,001 - 10,000 | Over 10,000 |
| Crack Sealant | Gallon | \$50 | \$45 | \$35 | \$35 | \$35 |
| CATEGORY H SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category H) | | \$50 | \$45 | \$35 | \$35 | \$35 |
| CATEGORY H TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category H) | | | | \$200.00 | | |

| | | | | | | |
|--|-------------------|---------------------|--|--|--|--|
| CATEGORY I - TRAFFIC LOOP REPLACEMENT | UNIT | | | | | |
| Type A (FDOT Item # 660-2-101) | Each | \$4,000 | | | | |
| Type B (FDOT Item # 660-2-102) | Each | \$4,000 | | | | |
| Type F (FDOT Item # 660-2-106) | Each | \$4,500 | | | | |
| Type F (FDOT Item #660-2-106 modified to 30 Ft) | Each | \$4,750 | | | | |
| CATEGORY I TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for Category I) | | \$ 17,250.00 | | | | |
| CATEGORY J - SODDING PER TASK ORDER | UNIT | | | | | |
| Sod | Sq. Yd. | \$4.50 | | | | |
| CATEGORY J SUB-TOTAL UNIT PRICING: (Instructions: Enter Total line item unit pricing for Category J) | | \$ 4.50 | | | | |
| CATEGORY K – VARIABLE MESSAGE BOARDS PER TASK ORDER | UNIT | | | | | |
| Variable Message Board | PER BOARD PER DAY | \$50.00 | | | | |
| CATEGORY K SUB-TOTAL UNIT PRICING: (Instructions: Enter Total line item unit pricing for Category K) | | \$ 50.00 | | | | |

| CATEGORY L – PAVEMENT MARKINGS PER TASK ORDER | | | | | |
|---|------------------------|-------|---------|---------------|-------|
| Item: | Product Type: | Unit: | Painted | Thermoplastic | Misc. |
| L-1 | White – Solid | | | | |
| | 4" | GM | \$3,220 | \$5,405 | |
| | 6" | GM | \$3,680 | \$5,980 | |
| | 8" | LF | \$0.70 | \$1.75 | |
| | 12" | LF | \$4.60 | \$5.75 | |
| | 18" | LF | \$6.90 | \$6.90 | |
| | 24" | LF | \$9.20 | \$11.50 | |
| L-2 | White – Skip | | | | |
| | 4" | GM | \$1,150 | \$1,725 | |
| | 6" | GM | \$1,380 | \$2,300 | |
| L-3 | Yellow – Solid | | | | |
| | 4" | GM | \$3,220 | \$5,405 | |
| | 6" | GM | \$3,680 | \$5,980 | |
| | 8" | LF | \$0.70 | \$1.75 | |
| | 12" | LF | \$3.45 | \$4.60 | |
| | 18" | LF | \$5.20 | \$6.90 | |
| L-4 | Yellow – Skip | | | | |
| | 4" | GM | \$1,150 | \$1,725 | |
| | 6" | GM | \$1,380 | \$2,300 | |
| L-5 | Yellow – Double | | | | |
| | 4" | GM | \$4,600 | \$10,810 | |
| | 6" | GM | \$5,060 | \$11,500 | |

| | | | | | |
|------------|--|----|---------|---------|--|
| L-6 | Audible and Vibratory Pavement Markings | | | | |
| | Yellow – Skip 4" | GM | \$9,430 | \$9,430 | |
| | Yellow – Skip 6" | GM | \$9,430 | \$9,430 | |
| | White – Solid 4" | GM | \$9,430 | \$9,430 | |
| | White – Solid 6" | GM | \$9,430 | \$9,430 | |
| L-7 | Legends | | | | |
| | "STOP" | EA | \$115 | \$230 | |
| | "R X R" (Includes 6" white) | EA | \$230 | \$403 | |
| | "ONLY" | EA | \$150 | \$230 | |
| | "LANE" | | \$150 | \$230 | |
| | "MERGE" | EA | \$140 | \$288 | |
| | "SCHOOL" | EA | \$175 | \$325 | |
| | "AHEAD" | EA | \$165 | \$300 | |
| | " Visitor" | EA | \$140 | \$288 | |
| | "Resident" | EA | \$140 | \$288 | |
| | "Path" | EA | \$115 | \$230 | |
| L-7 | Markings | | | | |
| | TURN AND THROUGH LANE TURN ARROW | EA | \$175 | \$250 | |
| | THROUGH LANE USE ARROW | EA | \$175 | \$250 | |
| | TURN LANE USE ARROW | EA | \$175 | \$250 | |
| | BIKE OR CART | EA | \$150 | \$225 | |
| | BIKE ARROW | EA | \$150 | \$225 | |
| | YIELD TRIANGLES | EA | \$150 | \$225 | |
| L-8 | Reflective Pavement Markers | | | | |
| | Bi-Directional, Amber | EA | \$5.00 | \$5.00 | |
| | Mono-Directional Colorless | EA | \$5.00 | \$5.00 | |
| | Bi-Directional, White/Red | EA | \$5.00 | \$5.00 | |

| | | | | | |
|---|----------------------------------|----|--------------------|---------------------|-----------------|
| L-9 | Miscellaneous | | | | |
| | Removal of Existing Marking | SF | | | \$2.90 |
| | Preform Thermoplastic 12" | LF | | | \$9.20 |
| | Preform Thermoplastic 24" | LF | | | \$18.40 |
| | Off Duty Law Enforcement Officer | HR | | | \$75.00 |
| CATEGORY L SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category L) | | | \$68,745.75 | \$95,141.15 | \$105.50 |
| CATEGORY L TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category L) | | | | \$164,203.40 | |

SHADED NOT APPLICABLE

**Countywide Pavement Maintenance and Rehabilitation
Continuing Services**

Proposal Form B

PROPOSAL OF

Asphalt Paving Systems, Inc.
Full Legal Company Name

9021 Wire Road Zephyrhills, FL 33540 813-788-0010 813-788-0020
Mailing Address Telephone Number Fax Number

Proposers: Having become familiar with requirements of the project, and having carefully examined the Proposal Documents and Specifications entitled Countywide Pavement Maintenance and Rehabilitation Continuing Services in Sumter County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents to submit the following Proposal summarized as follows:

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

FOR: Countywide Pavement Management and Rehabilitation Continuing Services

CATEGORY A TOTAL UNIT PRICING: \$ 220.65
(From the unit price proposal) Amount Written in Numerals

Two Hundred Twenty Dollars and Sixty Five cents /100
Amount Written in Words

CATEGORY B TOTAL UNIT PRICING: \$ 4,480.00
(From the unit price proposal) Amount Written in Numerals

Four Thousand Four Hundred Eighty Dollars and no Cents /100
Amount Written in Words

CATEGORY C TOTAL UNIT PRICING: \$ 60.15
(From the unit price proposal) Amount Written in Numerals

Sixty Dollars and Fifteen Cents /100
Amount Written in Words

CATEGORY D TOTAL UNIT PRICING: \$ 30.55
(From the unit price proposal) Amount Written in Numerals

Thirty Dollars and Fifty Five Cents /100
Amount Written in Words

CATEGORY E TOTAL UNIT PRICING: \$ 930.91
(From the unit price proposal) Amount Written in Numerals

Nine Hundred Thirty Dollars and Ninty One Cents /100
Amount Written in Words

CATEGORY F TOTAL UNIT PRICING: \$ 827.85
(From the unit price proposal) Amount Written in Numerals

Eight Hundred Twenty Seven dollars and Eighty Five cents /100
Amount Written in Words

CATEGORY G TOTAL UNIT PRICING: \$ N/B
(From the unit price proposal) Amount Written in Numerals

N/B /100
Amount Written in Words

CATEGORY H TOTAL UNIT PRICING: \$ 200.00
(From the unit price proposal) Amount Written in Numerals

Two Hundred dollars and No cents /100
Amount Written in Words

CATEGORY I TOTAL UNIT PRICING: \$ 17,250.00
(From the unit price proposal) Amount Written in Numerals

Seventeen Thousand Two Hundred Fifty Dollars and No Cents /100
Amount Written in Words

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

Four Dollars and Fifty Cents /100
Amount Written in Words

CATEGORY K TOTAL UNIT PRICING: \$ 50.00
(From the unit price proposal) Amount Written in Numerals

Fifty Dollars and no cents /100
Amount Written in Words

CATEGORY L TOTAL UNIT PRICING: \$ 164,203.40
(From the unit price proposal) Amount Written in Numerals

One Hundred Sixty Four Thousand Two Hundred and Three Dollars and Forty Cents /100
Amount Written in Words

Each Proposer shall print legibly, in blue or black ink, the amount written in numerals and the amount written in words for the items shown above. In the event an amount submitted is not legible, the County reserves the right to consider it a "No Proposal", and deem the Proposer nonresponsive to the requirements of the Proposal.

All Unit Prices shall be established at the beginning of the contract and may be adjusted (+ or -) annually upon approval of both the Contractor and County and only at the beginning of each renewal period. Any approved annual rate adjustments shall take effect with the first task order issued after the renewal period. Additional Unit Price items not included on the official proposal form will be submitted to the County's authorized representative for prior approval and will be added to the Standard Agreement through a Contract Amendment and must be accepted by both the Contractor and the County. Price adjustments for fuel and bituminous products will not be allowed on a task order basis. The only time adjustments are allowed are during the renewal period.

Note: The listing order of proposal items reflects a construction sequence in general terms for proposal purposes only and is not a specific construction schedule. **Sumter County reserves the right to award a contract to more than one proposer.**

LIST OF PROPOSED SUB-CONTRACTORS/SUPPLIERS

PROPOSAL FORM C

All subcontractors and major materials suppliers are subject to approval of Owner. The following are subcontractors and manufacturers of materials and/or equipment that are proposed to be utilized by the Contractor in the performance of this work.

The proposer shall attach a copy of each current license and/or FDOT pre-qualification letters for the Sub-Contractor(s) listed below to this form.

| Company Name | Division/Discipline | Primary Contact Name | Contact Number and Email Address |
|---------------------------------|---------------------|----------------------|---|
| Fausnight Stripe and Line, Inc. | Striping | Phil Fausnight | PH: 407-261-5446 EMAIL: phil@fausnight.com |
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Contractor Pre-Qualification (CPQ)



Prequalified Contractors Listing

9/24/2021 11:17:16 AM EST

[Return to Inquiry Menu](#)

Contractor with Name FAUSNIGHT STRIPE AND LINE, INC.
1-1 of 1 contractors

[Printer Friendly Version](#)

| VENDOR NAME | HOME OFFICE ADDRESS | BIDDING OFFICE ADDRESS |
|---|---|---|
| FAUSNIGHT STRIPE AND LINE, INC. F592556096003 EXPIRES: 11/30/2021 | 910 CHARLES STREET LONGWOOD, FL 32750 (407)261-5446 | 910 CHARLES STREET LONGWOOD, FL 32750 (407)261-5446 |
| WORK CLASSES PAVEMENT MARKING | ROADWAY SIGNING | |



FLORIDA DEPARTMENT OF TRANSPORTATION
 Report Technical Problems to the Service Desk @ 1-866-955-4357 or email:
[Service Desk](#)
 Send Prequalification Questions or Comments to [Contracts Administration Office](#)
[Internet Privacy Policy](#), [Disclaimers & Credits](#)



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

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

| | |
|--|---|
| PRODUCER McKee Risk Management, Inc. 610 Freedom Business Center Drive, Suite 300 King of Prussia, PA 19406-1329 | CONTACT NAME: Joseph J. Meola, CIC, CRM |
| | PHONE (A/C, No, Ext): 609 561-4161 FAX (A/C, No): 609 567-2824 E-MAIL ADDRESS: cmoresco@mckeerisk.com |
| INSURER(S) AFFORDING COVERAGE | |
| INSURER A : Starr Indemnity & Liability Company | NAIC # 38318 |
| INSURED | |
| Asphalt Paving Systems Inc. 500 N. Egg Harbor Road P O Box 530 Hammonton, NJ 08037 | |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |


COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | X | | 1000025864211 | 04/01/2021 | 04/01/2022 | EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY | | | 1000008480211 | 04/01/2021 | 04/01/2022 | COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | 1000586980211 | 04/01/2021 | 04/01/2022 | EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | 1000004574 | 04/01/2021 | 04/01/2022 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 |

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

SAMPLE

| | |
|-----------------------------------|--|
| CERTIFICATE HOLDER | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|-----------------------------------|--|



[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 |
| 2017 | 01/19/2017 |
| 2018 | 02/13/2018 |

Document Images

| | |
|---|--|
| 02/13/2018 -- ANNUAL REPORT | View image in PDF format |
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| 02/08/2010 -- ANNUAL REPORT | View image in PDF format |
| 12/04/2009 -- Foreign Profit | View image in PDF format |

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

| | |
|---|--|
| 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Asphalt Paving Systems, Inc. | |
| 2 Business name/disregarded entity name, if different from above | |
| 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner . Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____ | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small> |
| 5 Address (number, street, and apt. or suite no.) See instructions. P.O Box 530 | Requester's name and address (optional) |
| 6 City, state, and ZIP code Hammonton, NJ 08037 | |
| 7 List account number(s) here (optional) | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

| | | | | | | | | | |
|---------------------------------------|---|---|---|---|---|---|---|---|---|
| Social security number | | | | | | | | | |
| | | | | | | | | | |
| or | | | | | | | | | |
| Employer identification number | | | | | | | | | |
| 2 | 2 | - | 3 | 7 | 8 | 7 | 7 | 5 | 5 |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

| | | |
|------------------|----------------------------|-------------------------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ 9/24/2021 |
|------------------|----------------------------|-------------------------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Contractor Pre-Qualification (CPQ)



Prequalified Contractors Listing

7/24/2020 10:18:49 AM E:

[Return to Inquiry Menu](#)

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

[Printer Friendly Version](#)

| VENDOR NAME | HOME OFFICE ADDRESS | BIDDING OFFICE ADDRESS |
|---|---|--|
| ASPHALT PAVING SYSTEMS, INC. F223787755010 EXPIRES: 6/30/2021 | PO BOX 530 HAMMONTON, NJ 08037-0530 (609)561-4161 | 9021 WIRE ROAD ZEPHYRHILLS, FL 33540 (813)788-0010 |
| WORK CLASSES DRAINAGE GRADING * JOINT AND CRACK SEALING | | |
| FLEXIBLE PAVING HOT PLANT-MIXED BITUM. COURSES | | |



FLORIDA DEPARTMENT OF TRANSPORTATION
 Report Technical Problems to the Service Desk @ 1-866-955-4357 or email: [Service Desk](#)
 Send Prequalification Questions or Comments to [Contracts Administration Office](#)
[Internet Privacy Policy](#), [Disclaimers & Credits](#)



**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the Asphalt Paving Systems Inc (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
 - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
 - ii. The employee's work authorization has not expired, and
 - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
 - i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

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case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

Company ID Number: 1215880

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 1215880

Approved by:

| | |
|---|---------------------------|
| Employer Asphalt Paving Systems Inc | |
| Name (Please Type or Print) Steven G Plummer | Title |
| Signature Electronically Signed | Date 07/22/2017 |
| Department of Homeland Security – Verification Division | |
| Name (Please Type or Print) USCIS Verification Division | Title |
| Signature Electronically Signed | Date 07/22/2017 |

Company ID Number: 1215880

| Information Required for the E-Verify Program | |
|--|--|
| Information relating to your Company: | |
| Company Name | Asphalt Paving Systems Inc |
| Company Facility Address | 500 N Egg Harbor Road Hammonton, NJ 08037 |
| Company Alternate Address | P.O. Box 530 Hammonton, NJ 08037 |
| County or Parish | ATLANTIC |
| Employer Identification Number | 223787755 |
| North American Industry Classification Systems Code | 237 |
| Parent Company | |
| Number of Employees | 100 to 499 |
| Number of Sites Verified for | 2 |

Company ID Number: 1215880

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

| | |
|------------|-----------|
| FLORIDA | 1 site(s) |
| NEW JERSEY | 1 site(s) |

Company ID Number: 1215880

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Michelle Donio
Phone Number (609) 561 - 4161 ext. 207
Fax Number (609) 567 - 2824
Email Address mdonio@asphaltpavingsystems.com

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

Name Steven G Plummer
Phone Number (609) 561 - 4161 ext. 215
Fax Number (609) 567 - 2824
Email Address steve.plummer@comcast.net

Company ID Number: 1215880

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Paving References

Asphalt Paving Systems, Inc.

| | |
|---------------------|--|
| Project Name | Annual Asphalt Pavement Rehabilitation (Term Contract) |
| Owner | Pasco County |
| Contact | Michael Silvery |
| Address | 4454 Grand Blvd. New Port Richey, FL 34654 |
| Telephone Number | 727-834-3601 |
| Email: | msilvey@pascocountyfl.net |
| Project Description | Little Road; Milling and Paving |
| Date & Amount | January 2021 \$ 2,012,572.09 |
| Project Name | Gulfport Resurfacing |
| Owner | City of Gulfport |
| Contact | Kendrix Anderson |
| Address | 2401 53rd Street South Gulfoort, FL 33707 |
| Telephone Number | 727-893-1083 |
| Email: | Kanderson@mygulfport.us |
| Project Description | Milling and Paving |
| Date & Amount | January 2021 \$ 371,000.00 |
| Project Name | Street Rehabilitation |
| Owner | City of St. Pete Beach |
| Contact | Brett Warner |
| Address | 155 Corey Avenue St. Pete Beach, FL 33706 |
| Telephone Number | 727-363-9254 |
| Email: | N/A |
| Project Description | Milling and Paving |
| Date & Amount | January 2021 \$ 905,428.30 |
| Project Name | Bid No. 20-062; Roadway Surfacing, Recontruction and Preservation |
| Owner | St Lucie County |
| Contact | Christopher Lestrangle |
| Address | 2300 Virginia Avenue Ft. Pierce, FL 34982 |
| Telephone Number | 772-462-2511 |
| Email: | lestranglec@stlucieco.org |
| Project Description | FDR, Chip Seal, and Mill & Paving |
| Date & Amount | January 2021 \$ 1,522,454.01 |

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

Full Depth Reclamation References

Asphalt Paving Systems, Inc.

| | |
|---------------------|---|
| Project Name | City of Palm Bay Eldron Unit 41/ |
| Owner | City of Palm Bay (VA Paving Was Prime Contractor) |
| Contact | Hector Franco |
| Address | 120 Malabar Road SE Palm Bay, FL 32907 |
| Telephone Number | 321-952-3400 |
| Project Description | FDR (Cement & Emulsion) |
| Date & Amount | 10/1/2019 \$1,071,501.05 |

| | |
|---------------------|--|
| Project Name | C12-05-167; Chip Seal and Asphalt Surfacing (Term) |
| Owner | St Lucie County |
| Contact | Christopher Lestrangle |
| Address | 2300 Virginia Avenue Ft. Pierce, FL 34982 |
| Telephone Number | 772-462-2511 |
| Email: | lestranglec@stlucieco.org |
| Project Description | FDR (Cement & Emulsion) |
| Date | 7/5/16 - 12/31/2019 |

| | |
|---------------------|--|
| Project Name | CR-278 (Peacock Rd) Anderson Columbia was prime contractor |
| Owner | Jackson County |
| Address | 2864 Madison Street Marianna, FL 32448 |
| Telephone Number | 850-482-9677 (Jackson County) |
| Contact | Kevin Buchanan (Anderson Columbia) |
| Email: | Kkevinb@andersoncolumbia.com |
| Project Description | FDR (Cement & Emulsion) |
| Date & Amount | Jan. 2020 \$350,000 |

| | |
|---------------------|--|
| Project Name | Annual Asphalt Pavement Rehabilitation (Term Contract) |
| Owner | Pasco County |
| Contact | Efrain Figueroa |
| Address | 8919 Government Drive New Port Richey, FL 34654 |
| Telephone Number | 727-834-3601 |
| Email: | efigueroa@pascocountyfl.net |
| Project Description | FDR (Cement & Emulsion) |
| Date & Amount | 9/30/17 - 12/31/2018 \$5,000,000 |

| | |
|---------------------|--------------------------------|
| Project Name | Full Depth Reclamation Project |
| Owner | City of Dunedin |
| Contact | |
| Address | 737 Loudon Avenue, 2nd Floor |
| | Dunedin, FL 34697 |
| Telephone Number | 727-298-3208 |
| Project Description | FDR (Cement & Emulsion) |
| Date | Sep. 2019 |

| | |
|---------------------|--|
| Project Name | Pavement Alternative Methods (term contract) |
| Owner | Polk County |
| Contact | Katia Delgado |
| Address | 300 Sheffield Road |
| | Winter Haven, FL 33880 |
| Telephone Number | 863-393-4114 |
| Email: | KatiaDelgado@polk-county.net |
| Project Description | FDR (Cement & Emulsion) |
| Date | 5/30/17 - 12/31/2018 |

| | |
|---------------------|--|
| Project Name | Piggyback of Polk Co. Pavement Alternative Methods (term contract) |
| Owner | City of St Cloud |
| Contact | Dianna Rawleigh |
| Address | 1300 9th Street |
| | St Cloud FL |
| Telephone Number | 407-957-7103 |
| Project Description | FDR (Cement & Emulsion) Nolte Rd |
| Date & Amount | 4/1/2018 \$ 1,450,255.00 |
| Email: | dianna.rawleigh@stcloud.org |

| | |
|---------------------|--|
| Project Name | Piggyback-Pavement Alternative Methods (term contract) |
| Owner | Brevard County |
| Contact | Bruce Black |
| Address | 2825 Judge Fran Jamieson Way |
| | Melbourne, FL 32940 |
| Telephone Number | 321-690-6815 |
| Email: | bruce.black@brevardfl.gov |
| Project Description | FDR (Cement & Emulsion) |
| Date & Amount | 2019-2020 \$2,000,000 |

Cold-in-Place Recycling References

| | |
|---------------------|--|
| Project Name | Cold In Place Bituminous Base Recycling with Asphalt Resurfacing |
| Owner | Orange County |
| Contact | Eddy Quinn |
| Address | 4200 S John Young Pkwy Orlando, FL 32839 |
| Telephone Number | 407-836-7960 |
| Project Description | CIR |
| Date & Amount | 5/30/17 -2019 \$3,391,350.00 Edward.Quinn@ocfl.net |

| | |
|---------------------|---|
| Project Name | Lorraine Road Cold Recycle |
| Owner | Manatee County |
| Contact | Brian Martineau |
| Address | 1026 26th Avenue E Bradenton, FL 34208 |
| Telephone Number | 941-720-1085 |
| Project Description | CIR Clay Gully Rd |
| Date & Amount | 2019 |

| | |
|---------------------|--|
| Project Name | 2015-2016 Annual Asphalt Pavement Rehabilitation |
| Owner | Pasco County |
| Contact | Efrain Figueroa |
| Address | 8919 Government Drive New Port Richey, FL 34654 |
| Telephone Number | 727-834-3601 |
| Project Description | FDR / CIR / MICRO / CRACK SEAL |
| Date & Amount | 9/30/17 -2019 \$5,000,000 |

| | |
|---------------------|--|
| Project Name | |
| Owner | Seminole County |
| Contact | Calvin Landers |
| Address | 100 E. 1st Street Sanford, FL 32771 |
| Telephone Number | 407-665-2332 |
| Project Description | CIR Lake Markham Rd |
| Date & Amount | 4/1/2018 \$601,660.00 clanders02@seminolecountyfl.gov |

| | |
|--------------|--------------------------------|
| Project Name | Lakewood Ranch Blvd CIR / AJAX |
| Owner | Manatee County |

| | |
|---------------------|-------------------------|
| Contact | Brian Martineau |
| Address | 1026 26th Avenue E |
| | Bradenton, FL 34208 |
| Telephone Number | 941-720-1085 |
| Project Description | CIR Lakewood Ranch Blvd |
| Date & Amount | 3/14/2019 \$728,042.00 |

Chip References

| | |
|---------------------|----------------------------|
| Project Name | Lorraine Road Cold Recycle |
| Owner | Manatee County |
| Contact | Brian Martineau |
| Address | 1026 26th Avenue E |
| | Bradenton, FL 34208 |
| Telephone Number | 941-720-1085 |
| Project Description | Chip |
| Date & Amount | |

| | |
|---------------------|---|
| Project Name | C12-05-167; Chip Seal and Asphalt Surfacing |
| Owner | St Lucie County |
| Contact | Christopher Lestrangle |
| Address | 2300 Virginia Avenue |
| | Ft. Pierce, FL 34982 |
| Telephone Number | 772-462-2511 |
| Project Description | MICRO / CRACK SEAL / FDR / CHIP |
| Date & Amount | 7/5/16 - \$325,074.00 |

| | |
|---------------------|--|
| Project Name | Pavement Alternative Methods (term contract) |
| Owner | Polk County |
| Contact | Katia Delgado |
| Address | 300 Sheffield Road |
| | Winter Haven, FL 33880 |
| Telephone Number | 863-393-4114 |
| Project Description | CIR / SP 9.5 / MICRO / CHIP / FDR |
| Date & Amount | 5/30/17 - \$3,000,000 |

| | |
|---------------------|-----------------------------|
| Project Name | Annual Resurfacing FY 16-17 |
| Owner | City of Zephyrhills |
| Contact | Shane LeBlanc |
| Address | 5335 8th Street |
| | Zephyrhills, FL 33542 |
| Telephone Number | 813-780-0022 |
| Project Description | MICRO / SP 9.5 / CHIP |
| Date & Amount | 2/1/16 - \$249,987.50 |

| | |
|--------------|---------------------|
| Project Name | |
| Owner | Osceola County |
| Contact | Shane King |
| Address | 1 Courthouse Square |

| | |
|---------------------|------------------------|
| | Kissimmee, FL 34741 |
| Telephone Number | 407-742-7522 |
| Project Description | CHIP / FOG/MICRO |
| Date & Amount | |
| Email | Shane.King@Osceola.org |

| | |
|---------------------|---------------------------------|
| Project Name | 2016 Street Resurfacing Project |
| Owner | City of Davenport |
| Contact | Darryl Koon |
| Address | 1 South Allapaha Avenue |
| | Davenport, FL 33836 |
| Telephone Number | 863-419-3300 |
| Project Description | CHIP |
| Date & Amount | 10/30/16 - \$250,022.90 |
| Email | |

| | |
|---------------------|--------------------------|
| Project Name | Chip Seal Bid No. 15-601 |
| Owner | Nassau County |
| Contact | David Hern |
| Address | 37356 Pea Farm Road |
| | Hilliard, FL 32046 |
| Telephone Number | 904-530-6175 |
| Project Description | CHIP / FOG |
| Date & Amount | 8/10/2017 - \$120,000.00 |
| Email | Dhern@nassaucountyfl.com |

| | |
|---------------------|------------------------------------|
| Project Name | RFB RD 95-15 Pavement Preservation |
| Owner | Okaloosa County |
| Contact | Bryan Moore |
| Address | 302 N. Wilson Street, Suite 203 |
| | Crestview, FL 32526 |
| Telephone Number | 850-689-5772 |
| Project Description | CHIP / MICRO / CRACK SEAL |
| Date & Amount | 7/1/16 - \$174,108.80 |
| Email | bmoore@co.okaloosa.fl.us |

| | |
|---------------------|--|
| Project Name | Piggyback-Pavement Alternative Methods (term contract) |
| Owner | Brevard County |
| Contact | Bruce Black |
| Address | 2825 Judge Fran Jamieson Way |
| | Melbourne, FL 32940 |
| Telephone Number | 321-690-6815 |
| Project Description | Chip |

Date & Amount

2019

Micro Surfacing & Crack Seal References

1.

| | |
|---------------------|---|
| Project Name | C12-05-167; Chip Seal and Asphalt Surfacing |
| Owner | St Lucie County |
| Contact | Christopher Lestrangle |
| Address | 2300 Virginia Avenue |
| | Ft. Pierce, FL 34982 |
| Telephone Number | 772-462-2511 |
| Project Description | MICRO / CRACK SEAL / FDR / CHIP |
| Date | 7/5/16 - Current |
| Email | lestrange@stlucieco.org |

2.

| | |
|---------------------|------------------------|
| Project Name | Annual Micro Surfacing |
| Owner | Osceola County |
| Contact | Shane King |
| Address | 1 Courthouse Square |
| | Kissimmee, FL 34741 |
| Telephone Number | 407-742-7522 |
| Project Description | CHIP / FOG/MICRO |
| Date | 2019-2020 |
| Email | Shane.King@Osceola.org |

3.

| | |
|---------------------|---------------------------------|
| Project Name | Annual Resurfacing FY 18-19 |
| Owner | City of Zephyrhills |
| Contact | Shane LeBlanc |
| Address | 5335 8th Street |
| | Zephyrhills, FL 33542 |
| Telephone Number | 813-780-0022 |
| Project Description | MICRO / SP 9.5 / CHIP/CAPE SEAL |
| Date | Jan-19 |
| Email | sleblanc@ci.zephyrhills.fl.us |

5.

| | |
|---------------------|---------------------------------------|
| Project Name | 2017 Roadway Resurfacing and Striping |
| Owner | City of Seminole |
| Contact | Jeremy Hockenbury |
| Address | 9199 113th Street N |
| | Seminole, FL 33772 |
| Telephone Number | 727-397-6383 |
| Project Description | MICRO / CRACK SEAL / SP 9.5 |
| Date & Amount | 7/1/17 - \$155,000 |
| Email | jhockenbury@myseminole.com |

- | | | |
|-----|---------------------|--|
| 6. | Project Name | Annual Microsurfacing Project |
| | Owner | City of Ft. Lauderdale |
| | Contact | Barbara Howell |
| | Address | 100 N. Andrews Avenue Fort Lauderdale |
| | Telephone Number | 954-828-4505 |
| | Project Description | MICRO / CRACK SEAL |
| | Date | December 5th 2017-2019 |
| | Email | bhowell@fortlauderdale.gov |
| 7. | Project Name | Annual Pavement Preservation Treatments |
| | Owner | City of Lakeland |
| | Contact | Troy McCain |
| | Address | 407 Fairway Drive Lakeland, FL 33801 |
| | Telephone Number | 863-834-3306 |
| | Project Description | MICRO / CRACK SEAL |
| | Date & Amount | Jan-19 |
| | Email | troy.mccain@lakelandgov.net |
| 8. | Project Name | Pavement Alternative Methods (term contract) |
| | Owner | Polk County |
| | Contact | Katia Delgado |
| | Address | 300 Sheffield Road Winter Haven, FL 33880 |
| | Telephone Number | 863-393-4114 |
| | Project Description | CIR / SP 9.5 / MICRO / CHIP / FDR / CRACK SEAL/CAPE SEAL |
| | Date & Amount | 5/30/17 -2019 \$3,000,000 |
| | Email | KatiaDelgado@polk-county.net |
| 9. | Project Name | RFB RD 95-15 Pavement Preservation |
| | Owner | Okaloosa County |
| | Contact | Bryan Moore |
| | Address | 302 N. Wilson Street, Suite 203 Crestview, FL 32526 |
| | Telephone Number | 850-689-5772 |
| | Project Description | CHIP / MICRO / CRACK SEAL |
| | Date | Apr-19 |
| | Email | bmoore@co.okaloosa.fl.us |
| 10. | Project Name | Yearly Road Building Services |
| | Owner | Manatee County |
| | Contact | Brian Martineau |

| | |
|---------------------|---|
| Address | 1026 26th Avenue E Bradenton, FL 34208 |
| Telephone Number | 941-720-1085 |
| Project Description | Micro-surfacing/ Chip Seal |
| Date & Amount | 3/1/16 -2019 \$850,000.00 |
| Email | brian.martineau@mymanatee.org |

| | | |
|----|---------------------|---|
| 11 | Project Name | Asphalt Pavement Preservation |
| | Owner | City of Jacksonville |
| | Contact | Janet Duffy |
| | Address | 6455 Powers Ave Jacksonville, FL 32217 |
| | Telephone Number | 904-733-1478 |
| | Project Description | Micro-surfacing |
| | Date | FY 2018-2019 |
| | Email | jduffy@eismanrusso.com |

| | | |
|----|---------------------|--|
| 12 | Project Name | Pavement Preservation |
| | Owner | City of Tallahassee |
| | Contact | Art Sivilla |
| | Address | 300 S. Adams St Tallahassee, FL 32301 |
| | Telephone Number | 850-570-7758 |
| | Project Description | Micro-surfacing / Chip Seal / Cape Seal |
| | Date & Amount | FY 2018-2019 |
| | Email | arturo.sivilla@talgov.com |

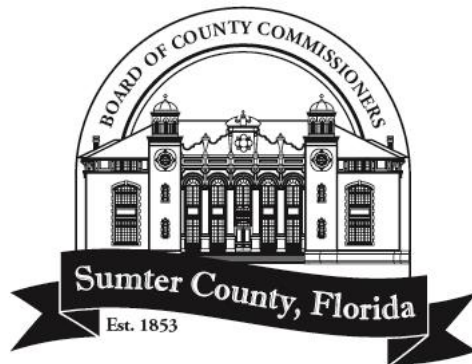
| | | |
|----|---------------------|---|
| 13 | Project Name | Michigan Blvd. Reclamation Project |
| | Owner | City of Dunedin |
| | Contact | |
| | Address | 737 Loudon Avenue, 2nd Floor Dunedin, FL 34697 |
| | Telephone Number | 727-298-3208 |
| | Project Description | FDR / SP 9.5/Micro |
| | Date & Amount | 2018 |

| | | |
|----|---------------------|---|
| 14 | Project Name | RFQ 17619, 2: Neighborhood Resurfacing and Pavement Treatment |
| | Owner | Hillsborough County BOCC |
| | Contact | |
| | Address | 601 E. Kennedy Blvd, 22nd Floor Tampa, FL 33602 |
| | Telephone Number | 813-307-1868 |
| | Project Description | MICRO/CHIP SEAL/CAPE SEAL |
| | Date & Amount | 2019 |

REQUEST FOR PROPOSALS

FOR

SUMTER COUNTY PAVEMENT MAINTENANCE AND REHABILITATION CONTINUING SERVICES RFP # 032-0-2021



Board of Sumter County Commissioners
Purchasing Division
319 E. Anderson Avenue
Bushnell, FL 33513

Phone (352) 689-4400 Fax (352) 689-4401

Date of Issue: August 13, 2021

CALENDAR OF EVENTS / RFP TIMELINE

Listed below are the important dates and times by which the actions noted must be completed. All dates are subject to change by the Sumter County. If Sumter County finds it necessary to change any of these dates or times prior to the Proposals due date, the change will be accomplished by addendum.

| <u>ACTION</u> | <u>COMPLETION DATE</u> |
|--|---|
| Issue RFP | August 13, 2021 |
| Mandatory Pre-Proposal Meeting & Site Visit | N/A |
| Last Day for Questions | August 27, 2021 @ 5:00 p.m. September 27, 2021 @ 9:30 a.m. Purchasing Division located at 319 E. Anderson Ave. Bushnell, FL 33513 |
| Proposals Due | September 27, 2021 @ 9:35 a.m. Purchasing Division located at 319 E. Anderson Ave. Bushnell, FL 33513 |
| Proposals Opened | September 30, 2021 9:30 a.m. Purchasing Division located at 319 E. Anderson Ave. Bushnell, FL 33513 |
| Selection Committee Meeting | Bushnell, FL 33513 |
| Vendor Presentations (if necessary) | N/A |
| Sumter County BOCC Award and Contract | October 12, 2021 |

PART 1 INTENT AND GENERAL INFORMATION

REQUEST FOR PROPOSALS

Sealed Proposals will be received by the Sumter County Board of County Commissioners (BOCC) at Purchasing Division, 319 E. Anderson Avenue, Bushnell, Florida 33513, **September 27, 2021 @ 9:30 a.m. EST**. Proposers shall take careful notice of the following conditions of this Request for Proposals:

- Submissions by FAX will not be accepted under any circumstances. Late submissions will not be accepted under any circumstances. Submissions shall be submitted to at Purchasing Division, 319 E. Anderson Avenue, Bushnell, Florida 33513.
- Submitters may withdraw and/or replace Proposals at any time until the deadline for submission of Proposals.
- All questions received by 5:00 p.m., August 27, 2021 will be considered. **Questions will not be answered over the phone.** Questions regarding the RFP process must be in writing and faxed to (352) 689-4401 attention Mrs. Becky Segrest, or via email becky.segrest@sumtercountyfl.gov.

All Requests for Information (RFI's) regarding the project must be faxed to BOCC, Attention Mrs. Becky Segrest at (352) 689-4401 or emailed to becky.segrest@sumtercountyfl.gov.

Do not attempt to contact any Selection Committee Member, staff member or person other than Mrs. Becky Segrest for questions relating to this project. Anyone attempting to lobby BOCC representatives may be disqualified. The Selection Committee consists of Steven Cohoon, Public Works Assistant Director, Shailesh Patel, Public Works Assistant Director and Mike Bryant, Public Works Assistant Director.

- Any proposer affected adversely by an intended decision with respect to the award of any bid, shall file with the Purchasing Division for the BOCC, a written notice of intent to file a protest not later than seventy-two (72) hours (excluding Saturdays, Sundays, and legal holidays), after the posting of the bid tabulation. Bid protest procedures may be obtained in the Purchasing Division, 319 E. Anderson Avenue, Bushnell, Florida 33513 from 8:00 A.M. to 5:00 P.M.

IT IS THE SOLE RESPONSIBILITY OF EACH CONTRACTOR TO MONITOR DEMANDSTAR.COM FOR ANY AND ALL BID DOCUMENTS, INCLUDING ADDENDUMS.

OPEN RECORDS

The BOCC is governed by Florida's public record laws, Chapter 119 and Section 255.0518 of the Florida Statutes. Formal solicitations and documentation are open for public inspection thirty (30) days after the solicitation opening or when BOCC provides notice of a decision or intended decision, whichever is earlier. In addition, Notwithstanding F.S. 119.01(1) (b), the county shall announce proposer and price submitted in the bid pursuant to a competitive solicitation for construction or repairs on a public building or public work. Certain proprietary and financial information from vendors may be excluded from release under very strict circumstances. This includes proprietary information or intellectual property as defined in F.S. 119.071 (1) (f).

VENDOR RESPONSIBILITY

Submitters are fully and completely responsible for the labeling, identification and delivery of their Proposals. BOCC will not be responsible for any mislabeled or misdirected submissions.

- Invitation by BOCC to vendors is based on the recipient's specific request and application to Demandstar.com, or as the result of response by the public to the legal advertisements required

by the State.

- Firms or individuals submit their responses on a voluntary basis, and therefore are not entitled to compensation of any kind. No proposer will be reimbursed for any cost incurred as a result of preparing or submitting their Proposals. Additionally, no travel expenses incurred as a result in participating in the Proposals process will be reimbursed.
- A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposals on a contract to provide any goods or services to a public entity, may not submit a Proposals on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or Vendor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- Proposals that are incomplete, unbalanced, conditional, obscure, or which contain additions not called for, alterations, or irregularities of any kind, or which do not comply with these documents may be rejected at the option of the BOCC.

STANDARD INSURANCE REQUIREMENTS

The Contractor shall maintain, on a primary basis and at its sole expense, at all times while performing work for Sumter County, the "Standard Insurance Requirements" described herein. Contractors responding to a Request for Proposal, Request for Qualifications, or an Invitation to Bid shall provide with their submittal, a Certificate of Insurance (COI) or a letter from the insurance company stating required coverage is obtainable. Prior to commencement of any work being done for Sumter County, a COI naming Sumter County as a certificate holder. The requirements contained herein, as well as the Sumter County's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under the contract.

Financial Rating of Insurance Companies All insurance companies must have financial rating of **A-** or higher by A.M. Best Company, Inc.

- All insurance policies shall be written on companies authorized to do business in the State of Florida and satisfactory to the Sumter County BOCC. Prior to commencing services pursuant to the award of this proposal, the Contractor shall furnish to Sumter County BOCC certificates of insurance showing the required coverage has been procured and paid for in advance. Within thirty (30) days prior to expiration, the Contractor shall provide Sumter County BOCC with proof that required coverage has been extended.

Commercial General Liability Insurance The Contractor shall maintain Commercial General Liability Insurance at a limit of liability not less than **\$1,000,000** each occurrence and **\$2,000,000** annual aggregate. Due to the nature of the work involved, Vendors performing program and / or contract management services are required to maintain **\$1,000,000** each occurrence and **\$1,000,000** annual aggregate. The coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Cross Liability.

Business Automobile Liability Insurance The Contractor shall maintain Business Automobile Liability Insurance at a limit of liability not less than **\$1,000,000** each occurrence. Coverage shall include liability for owned, non-owned & hired automobiles. In the event the Contractor does not own automobiles, the Contractor shall maintain coverage for hired & non-owned auto liability, which may

be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Worker's Compensation Insurance & Employers Liability Insurance The Contractor shall maintain its own Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440. **(NOTE: Elective exemptions or coverage through an employee leasing arrangement will be on a case by case basis).**

Umbrella or Excess Liability Insurance (needed for large contracts as determined by FSD) The Contractor shall maintain either a Commercial Umbrella or Excess Liability Insurance at a limit of liability not less than **\$2,000,000** each occurrence and **\$2,000,000** aggregate. The Contractor shall endorse the BOCC as an "Additional Insured" and certificate holder on the Umbrella or Excess Liability Insurance, unless the Commercial Umbrella/Excess Liability Insurance provides coverage on a pure "True Follow-Form" basis, or the BOCC is automatically defined as an additional protected person.

Professional or Errors & Omissions Liability Insurance (when applicable) The Contractor shall maintain a Professional Liability or Errors & Omissions policy at a limit of liability no less than \$2,000,000. The Contractor shall endorse the BOCC as an "Additional Insured" on the Professional and/or Errors & Omissions Liability Insurance.

Additional Insured The Contractor shall endorse the BOCC as an Additional Insured on the Commercial General Liability Insurance with a CG 2010 Additional Insured – Owners, Lessees, or Contractors, or CG2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement, or similar endorsement providing equal or broader Additional Insured coverage.

In addition, the Contractor shall endorse the BOCC as an Additional Insured under the Contractor's Commercial Umbrella/Excess Liability as required herein.

Indemnification, Insurance and Sovereign Immunity. Contractor shall be solely and entirely responsible for its tortious acts and for the tortious acts of its agents, employees, or servants during the performance of this Agreement. Contractor shall indemnify and save harmless the County, its agents, employees and officers from and against all liabilities, claims, demands, or actions at law and equity including court costs and attorney's fees that may hereafter at any time be made or brought by anyone for the purposes of enforcing a claim on account of any injury or damage allegedly caused or occurring to any person or property in which was caused in whole or in part by any tortious, wrongful, or intentional acts or omissions of Contractor, its agents, or employees during performance under this Agreement. Contractor shall provide County with a certificate of coverage identifying County as both a Named Insured and a Certificate Holder. The foregoing is not intended, and shall not be construed, as a waiver by County of the benefits of Section 768.28, Florida Statutes.

Builder's Risk Insurance is required for all projects when a new building is being constructed from the ground up. The Contractor, prior to notice to proceed or commencement of work, whichever occurs first, shall obtain Builder's Risk insurance providing coverage to protect the interests of the BOCC, Contractor, and Subcontractors. Coverage shall be written on an All-Risk, Replacement Cost, and Completed Value Form basis in an amount at least equal to 100% of the projected completed value of the Project as well as subsequent modifications of that sum. Flat deductible(s) shall not exceed \$25,000, wind percentage deductible (when applicable) shall not exceed ten-percent (10%), and flood sub limit shall not be less than 25% of the projected completed value of the project. The Contractor shall endorse the policy with a manuscript endorsement eliminating the automatic termination of coverage in the event the building is occupied in whole, or in part, or put to its intended use, or partially accepted by the BOCC. The manuscript endorsement shall amend the automatic termination clause to only terminate coverage if the policy expires, is cancelled, the BOCC's interest in the building ceases, or the building is accepted or insured by the BOCC.

The Contractor shall endorse the BOCC as Additional Insured, or Loss Payee, on the Builder's Risk policy.

Deductibles, & Coinsurance Penalties The Contractor shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, including any loss not covered because of the operation of such deductible, coinsurance penalty, or coverage exclusion or limitation. For deductible amounts that exceed the amounts stated herein that are acceptable to the BOCC, the Contractor shall, when requested by the BOCC, maintain a Commercial Surety Bond in an amount equal to said deductible amount. Evidence of Commercial Surety Bond shall be furnished to Sumter County BOCC showing that the required coverage has been procured and paid for in advance. Within thirty (30) days prior to expiration, the Contractor shall provide Sumter County BOCC with proof that required Surety Bond has been extended.

Waiver of Subrogation The Contractor shall provide a Waiver of Subrogation in favor of the BOCC, Contractor, subcontractor, architects, or engineers for each required policy providing coverage during the life of this Contract. When required by the insurer, or should a policy condition not permit the Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should the Contractor enter into such an agreement on a pre-loss basis.

Right to Revise or Reject The BOCC reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage. Additionally, the BOCC reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage due to its poor financial condition or failure to operate legally. In such events, the BOCC shall provide the Contractor written notice of such revisions or rejections.

No Representation of Coverage Adequacy The coverages, limits or endorsements required herein protect the primary interests of the BOCC, and these coverages, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of the Project or otherwise.

Certificate(s) of Insurance The Contractor shall provide the BOCC with a COI clearly evidencing that all coverage, limits and endorsements required herein are maintained and in full force and effect. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be identified on each Certificate of Insurance. In the event the BOCC is notified that a required insurance coverage will cancel or expire during the period of this Contract, the Contractor agrees to furnish the BOCC prior to the expiration of such insurance, a new Certificate of Insurance evidencing replacement coverage. When notified by the BOCC, the Contractor agrees not to continue work pursuant to this Contract, unless all required insurance remains in effect.

The BOCC shall have the right, but not the obligation, of prohibiting the Contractor from entering the Project site until a new COI is provided to the County evidencing the replacement coverage. The Contractor agrees the BOCC reserves the right to withhold payment to the Contractor until evidence of reinstated or replacement coverage is provided to the BOCC. If the Contractor fails to maintain the insurance as set forth herein, the Contractor agrees the BOCC shall have the right, but not the obligation, to purchase replacement insurance, and the Contractor agrees to reimburse any premiums or expenses incurred by the BOCC.

The Contractor agrees the Certificate(s) of Insurance shall:

1. Clearly indicate the BOCC has been endorsed on the Commercial General Liability Insurance with a CG 2010 Additional Insured – Owners, Lessees, or Contractors, or CG 2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement, or similar endorsement providing equal or greater Additional Insured coverage.
2. Clearly indicate the BOCC is endorsed as an Additional Insured, or Loss Payee, on the Builder's Risk Insurance, and when applicable, Additional Insured on the Commercial Umbrella/Excess Liability Insurance as required herein.
3. Clearly identify each policy's limits, flat & percentage deductibles, sub limits, which exceed the amounts or percentages set forth herein.
4. Clearly indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.
5. Forward original to and clearly indicate Certificate Holder and Additional Insured as follows:

Sumter County Board of County Commissioners
Attention: Purchasing Division
319 E. Anderson Avenue
Bushnell, FL 33513

INTERPRETATIONS, CLARIFICATIONS AND ADDENDA

- No oral interpretations will be made to any Vendor as to the meaning of the Bids/Contract Documents. Any questions or request for interpretation received IN WRITING by the BOCC before 5:00 p.m., August 27, 2021, will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be distributed at or after the Pre-Bid Conference (if applicable), mailed or sent by available or electronic means to all attending prospective Submitters prior to the established Bid opening date. Each Vendor shall acknowledge receipt of such addenda in the space provided on the Bid Form.
- In case any Vendor fails to acknowledge receipt of such addenda or addendum, his/her Bid will nevertheless be construed as though it had been received and acknowledged and the submission of his Bid will constitute acknowledgment of the receipt of same. All addenda are a part of the Bid Documents and each Vendor will be bound by such addenda, whether or not received by him/her. It is the responsibility of each Vendor to verify that he/she has received all addenda issued before Bids are opened.
- In the case of unit price items, the quantities of work to be done and materials to be furnished under this Bid/Contract are to be considered as approximate only and are to be used solely for the comparison of Bids received. BOCC and/or Vendors do not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Vendor plead misunderstanding or deception because of such estimate or quantities of work performed or material furnished in accordance with the specifications and/or drawings and other Bid Documents, and it is understood that the quantities may be increased or diminished as provided herein without in any way invalidating any of the unit or lump sum prices Bids.

The Contractor shall thoroughly examine and familiarize themselves with the drawings and/or specifications related to field conditions, the difficulties, logistical restrictions required to meet the requirements of this ITB. Deficient understanding of the existing field conditions will in no way relieve the

Contractor from the contractual obligations of this ITB. Any damage to existing County assets as a result of the Contractors' activities will be replaced at the sole expense of the Contractor.

GOVERNING LAWS AND REGULATIONS

The Vendor is required to be familiar with and shall be responsible for complying with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the Scope of Work.

PREPARATION OF BIDS

- Signature of the Vendor: The Vendor must sign the Bids forms in the space provided for the signature. If the Vendor is an individual, the words "Doing Business As _____," must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the partnership name and the words, "Member of the Firm" should be written beneath such signature. If the Vendor is a corporation, the title of the officer signing the Bids on behalf of the corporation must be stated and evidence of his authority to sign the Bids must be submitted. The Vendor shall state in the Bids Form the name and address of each person interested therein.
- Basis for Bids: The price proposed for each item shall be on a lump sum or unit price basis according to the form of the Bids. The Bids prices shall remain unchanged for the duration of the Contract and no claims for cost escalation during the progress of the work will be considered.

FISCAL YEAR FUNDING APPROPRIATION

Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interests of the BOCC, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the fiscal period at the time of the contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by the BOCC of funds thereafter.

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled and the contractor shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not advertised in the price of the supplied or services delivered under the contract or otherwise recoverable.

TAX EXEMPT STATUS

The BOCC is a governmental agency under Florida law and exempt from Florida sales tax. The tax-exempt number will be provided upon request. This exemption does not apply to goods and services purchased separately by Contractor in connection with its contract obligations. The Contractor shall be responsible for paying any taxes, fees, or similar payments that are required to be paid in connection with the contract work.

PROTECTION OF RESIDENT WORKERS

The BOCC actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e. citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. The Contractor must be able to verify an employee's eligibility to work in the U.S. upon demand by the BOCC throughout the duration of the contract.

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS

The BOCC is a unit of local government and as such reserves the right to reject any and/or all Proposals, reserves the right to waive any informalities or irregularities in the Proposals or examination process, reserves the right to select low Proposals per item, and reserves the right to award Proposals and/or contracts in the best interest of the BOCC.

E- VERIFY

BOCC requires all bidders, contractors, and subcontractors of any tier to certify compliance with the federal E-Verify program for all employees hired on or after the date of the contractor's registration on the Department of Homeland Security website <http://www.dhs.gov/e-verify> by providing the Memorandum of Understanding (MOU) electronic signature page with the date of registration and company ID number. In the case of contractors, this includes obtaining written certification from all subcontractors who will participate in the performance of the contract. All subcontractor certifications must be kept on file with the contract Vendor and made available to the state and/or Sumter County upon request. Vendor/Contractor shall be required to submit the Department of Homeland Security MOU documentation and completed "E-Verify Certification".

RIGHT TO AUDIT RECORDS

The BOCC shall be entitled to audit the books and records of the Contractor or any sub-contractor to the extent that such books and records relate to the performance of the Contract or any sub-contract to the Contract. Such books and records shall be maintained by the Contractor for a period of five (5) years from the date of final payment under the Agreement and by the sub-contractor for a period of five (5) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

MANDATORY PRE-PROPOSAL MEETING

There will not be a mandatory pre-proposal meeting.

DISCRIMINATION

The Contractor will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The Contractor shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The Contractor shall insert similar provisions in all contracts and subcontracts for services by this Agreement. The Contractor affirms that it is aware of the provision of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or Vendor under a contract with any public entity; and any not transact business with any public Contractor. The Contractor further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

The County encourages DBE Vendors to compete for Department professional services projects, and also encourages non-DBE Vendors to use DBE Vendors as sub-Vendors. Contract specific goals are not placed on Federal/State contracts. Use of DBE sub-Vendors is not mandatory and no preference points will be given in the selection process for DBE participation.

PROMPT PAYMENT

Monthly actual payment reporting requirements for prime Vendors and Vendors are based on prompt payment rules and laws. The same holds true for return of retainage after the sub-Vendor has completed its work, not when the overall project is finished. Florida Law requires timely payment for both construction and non-construction services. Generally, invoices for construction contracts must be paid within 25 days of receipt. Invoices for Vendor contracts are payable per the contract terms, but shall not exceed federal regulations in **49 CFR 26.29** that requires payment of all sub-Vendors for satisfactory performance within thirty (30) days of payment to the Prime.

PROPOSAL DOCUMENTS CHECKLIST OF ITEMS REQUIRED TO BE SUBMITTED

The following documents and forms in the following arrangement must accompany each proposal or alternate proposal submitted:

Documents that are mandatory and MUST accompany the submittal of the bid in order for the submission to be considered:

- ❑ One (1) original proposal, clearly labeled "Original"
- ❑ Proposal Cover Page. This is to be used as the first page of the RFP. This form must be fully completed and signed by an authorized officer of the vendor.
- ❑ Proposer Certification / Addenda Acknowledgement Form
- ❑ Statement of General Terms and Conditions
- ❑ A sworn, notarized Statement of Contractor's Experience and Personnel
- ❑ A sworn, notarized Drug Free Work Place Certificate must accompany each proposal or alternate proposal.
- ❑ A sworn, notarized Statement of Public Entity Crimes
- ❑ Unit Price Proposal Form A
- ❑ Proposal Form B
- ❑ List of Proposed Sub-Contractors/Supplier – Proposal Form C
- ❑ A separate sheet or sheets, clearly identified and numbered, of Exceptions or Deviations from the minimum specifications, must be attached to the Proposal Form (if applicable).
- ❑ Anti-Collusion Statement
- ❑ Hold Harmless Agreement
- ❑ Florida Contractor's License
- ❑ Florida Department of Transportation (FDOT) Pre-Qualifications

Documents that are required as part of the submittal but will be considered minor discrepancies if turned in within 24 business hours (Monday – Friday 8:00 a.m. to 5:00 p.m.) after opening of the bid and are found to be in compliance with the purchasing standards of Sumter County:

- ❑ Three (3) printed copies of the proposal in its entirety; and one (1) electronic single PDF version not password protected of the original submitted proposal in its entirety.
- ❑ E-Verify Certification Form
- ❑ Electronic signature page of the E-Verify Memorandum of Understanding from the Department of Homeland Security. This must be dated prior to the RFP due date.

- ☒ Bid Document Checklist of Items Required to be Submitted
- ☒ W-9
- ☒ A Certificate of Insurability, acceptable to the County, shall accompany each bid or alternate bid, in the amounts as prescribed by State and Sumter County BOCC .
 - All insurance policies shall be written on companies authorized to do business in the State of Florida and satisfactory to the Sumter County BOCC. Prior to commencing services pursuant to the award of this bid, the Contractor shall furnish to the Sumter County BOCC certificates of insurance showing the required coverage has been procured and paid for in advance. Within thirty (30) days prior to expiration, the Vendor shall provide the Sumter County BOCC with proof that required coverage has been extended.

Date: 9/27/2021

I, **Robert Capoferri** _____ (name), an authorized officer of **Asphalt Paving Systems, Inc.** (company/vendor), confirm that the above listed documents are provided in our company's bid being submitted to Sumter County and confirm I have read and understand the RFP document in its entirety.

EXAMINATION OF PROPOSALS DOCUMENTS

- Each vendor shall carefully examine the Scope of Work and other applicable documents, and inform himself/herself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress or performance of the work to be performed under the Contract. Ignorance on the part of the CONTRACTOR will in no way relieve him/her of the obligations and responsibilities assumed under the Contract.
- Should a vendor find discrepancies or ambiguities in, or omissions from the Scope of Work, or should he/she be in doubt as to their meaning, he/she shall at once notify BOCC in writing.

INTERPRETATIONS, CLARIFICATIONS AND ADDENDA

- No oral interpretations will be made to any vendor as to the meaning of the Proposals/Contract Documents. Any questions or request for interpretation received IN WRITING by the BOCC before 5:00 p.m., August 27, 2021, will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be distributed at or after the Pre-Proposal Conference (if applicable), mailed or sent by available or electronic means to all attending prospective Submitters prior to the established Proposals opening date. Each Vendor shall acknowledge receipt of such addenda in the space provided on the Proposals Form.
- In case any Vendor fails to acknowledge receipt of such addenda or addendum, his/her Proposals will nevertheless be construed as though it had been received and acknowledged and the submission of his Proposals will constitute acknowledgment of the receipt of same. All addenda are a part of the Proposals Documents and each Vendor will be bound by such addenda, whether or not received by him/her. It is the responsibility of each Vendor to verify that he/she has received all addenda issued before Proposals are opened.
- In the case of unit price items, the quantities of work to be done and materials to be furnished under this Proposals/Contract are to be considered as approximate only and are to be used solely for the comparison of Proposals received. The BOCC and/or VENDORS do not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Vendor plead misunderstanding or deception because of such estimate or quantities of work performed or material furnished in accordance with the Specifications and/or Drawings and other Proposals documents, and it is understood that the quantities may be increased or diminished as provided herein without in any way invalidating any of the unit or lump sum prices Proposals.

The Contractor shall thoroughly examine and familiarize themselves with the drawings and/or specifications related to field conditions, the difficulties, logistical restrictions required to meet the requirements of this RFP. Deficient understanding of the existing field conditions will in no way relieve the contractor from the contractual obligations of this RFP. Any damage to existing County assets as a result of the contractors' activities will be replaced at the sole expense of the Contractor.

GOVERNING LAWS AND REGULATIONS

The vendor is required to be familiar with and shall be responsible for complying with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the work.

PREPARATION OF PROPOSALS

- Signature of the Vendor: The Vendor must sign the Proposals forms in the space provided for

the signature. If the Vendor is an individual, the words "Doing Business As _____," must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the firm name and the words, "Member of the Firm" should be written beneath such signature. If the Vendor is a corporation, the title of the officer signing the Proposals on behalf of the corporation must be stated and evidence of his authority to sign the Proposals must be submitted. The Vendor shall state in the Proposals Form the name and address of each person interested therein.

- Basis for Proposals: The price proposed for each item shall be on a lump sum or unit price basis according to the form of the Proposals. The Proposals prices shall remain unchanged for the duration of the Contract and no claims for cost escalation during the progress of the work will be considered.

FISCAL YEAR FUNDING APPROPRIATION

Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interests of the BOCC, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the fiscal period at the time of the contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by the BOCC of funds thereafter.

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled and the contractor shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not advertised in the price of the supplied or services delivered under the contract or otherwise recoverable.

TAX EXEMPT STATUS

The BOCC is a governmental agency under Florida law and exempt from Florida sales tax. The tax exempt number will be provided upon request. This exemption does not apply to goods and services purchased separately by a Contractor in connection with its contract obligations. The Contractor shall be responsible for paying any taxes, fees, or similar payments that are required to be paid in connection with the contract work.

PROTECTION OF RESIDENT WORKERS

The BOCC actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e. citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. The Contractor must be able to verify an employee's eligibility to work in the U.S. upon demand by the BOCC throughout the duration of the contract.

PART 2 EVALUATION AND AWARD

PROPOSALS EVALUATION

This Request for Proposals includes following all the procedures in this document and sending the sealed Proposals information to the BOCC by the due date and time. Once Proposals are received, the Selection Committee members will independently review each submittal and score each Proposal based on the evaluation criteria. All Proposals received in accordance with this Request for Proposals will be evaluated using the following criteria.

| | Score | X | Weight | = | Rating |
|--|-------|---|--------|---|--------|
| 1. Proposer's capability to perform all or most aspects of the services required. | _____ | | .40 | | _____ |
| 2. Level of staff: qualifications and experience of personnel and ability to provide qualified services. | _____ | | .20 | | _____ |
| 3. Pricing | _____ | | .40 | | _____ |

SCORE:

0 = Non-Responsive

1 = Poor

2 = Fair

3 = Average (Included only minimum of what was asked for on subject criteria)

4 = Good

5 = Excellent

-
- Do not attempt to contact any Selection Committee Member, staff member or person other than Mrs. Becky Segrest for questions relating to this project. Anyone attempting to lobby Sumter County BOCC representatives may be disqualified.
 - Recommendation of award will be provided on Demand Star once award is made at www.demandstar.com. The award will be based on the Proposal that is most advantageous to Sumter County. All Selection Committee recommendations are subject to BOCC approval.

The Selection Committee will meet to evaluate Proposals on September 30, 2021 @ 9:30 a.m. at the Purchasing Division, 319 E. Anderson Avenue, Bushnell, Florida 33513.

PROPOSALS AWARD

Submitters and vendors registered through www.demandstar.com will have access to award documents via the website. All others wishing to receive an official tabulation of the results of the opening of this Proposal are to submit a self-addressed, stamped business size (No. 10) envelope. Proposal results requested by telephone, fax or electronic media will not be accepted.

Once the Selection Committee has scored the individual/Vendor(s) presentations, the score sheets will be tallied and the highest ranking Vendor will be recommended for award to the Sumter County Board of County Commissioners and to enter into contract negotiations. Anyone attempting to lobby the Sumter County BOCC representatives on the selection committee may be disqualified.

PART 3 PROPOSALS SUBMITTAL

One (1) original, three (3) copies and one (1) electronic copy, not password protected must be submitted to Purchasing Division, 319 E. Anderson Avenue, Bushnell, Florida 33513. Proposals must be marked as **“RFP # 032-0-2021/RS Sumter County Pavement Maintenance and Rehabilitation Continuing Services** with the firm name indicated on the outside of the sealed package.

- Deadline for Submissions in response to this Request for Proposals: Proposals must be received no later than 9:30 a.m. on September 27, 2021. Proposals submitted by FAX will not be accepted under any circumstances. **Late Proposals will not be accepted.**
- Any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime, may not submit a Proposals on a contract to provide any goods or services to a public entity, may not submit a Proposals on a contract with a public entity for the construction or repair of any public building or public work, may not submit Proposals on leases of real property to a public entity crime, may not be awarded or perform work as a contractor, supplier, subcontractor, or Vendor under a contract with any public entity, and may not transact business with any public entity in excess of ten thousand dollars, (\$10,000.00) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list, pursuant to paragraph 2a of Section 287.133, Florida Statutes.
- The BOCC as a unit of local government reserves the right to reject any and/or all Proposals, reserves the right to waive any informalities or irregularities in the Proposals or evaluation process, and reserves the right to award contract(s) in the best interest of the BOCC.

PROPOSER'S CERTIFICATION

| | | | | |
|--|--|-------------------------------|------------|---------------|
| Submit To: Sumter County Board of County Commissioners 319 E. Anderson Avenue Bushnell, Florida, 33513 Phone 352-689-4400 Fax 352-689-4401 | SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS REQUEST FOR PROPOSALS (RFP) CERTIFICATION AND ADDENDA ACKNOWLEDGMENT | | | |
| DUE DATE: September 27, 2021 | DUE TIME: 9:30 a.m. | RFP # 032-0-2021/RS | | |
| TITLE: Sumter County Pavement Maintenance and Rehabilitation Continuing Services | | | | |
| VENDOR NAME: Asphalt Paving Systems, Inc. | PHONE NUMBER: 813-788-0010 | | | |
| VENDOR MAILING ADDRESS: 8940 Gall Blvd. | FAX NUMBER: | | | |
| CITY/STATE/ZIP: Wesley Chapel, FL 33541 | E-MAIL ADDRESS: FLEstimating@asphaltpavingsystems.com | | | |
| <p>"I, the undersigned, certify that I have reviewed the addenda listed below (list all addenda received to date). I understand that timely commencement will be considered in award of this RFP and that cancellation of award will be considered if commencement time is not met, and that untimely commencement may be cause for termination of contract. I further certify that the services will meet or exceed the RFP requirements. I, the undersigned, declare that I have carefully examined the RFP, specifications, terms and conditions as applicable for this Request, and that I am thoroughly familiar with all provisions and the quality and type of coverage and services specified. I further declare that I have not divulged, discussed, or compared this RFP with any other Offeror and have not colluded with any Offerors or parties to an RFP whatsoever for any fraudulent purpose."</p> | | | | |
| _____ | _____ | _____ | _____ | _____ |
| Addendum # | Addendum # | Addendum # | Addendum # | Addendum # |
| <p>"I certify that this quote is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an RFP for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this response and that the offer is in compliance with all requirements of the RFP, including but not limited to certification requirements. In conducting offers with an agency for Sumter County Board of County Commissioners (BOCC), respondent agrees that if this Proposals is accepted, the respondent will convey, sell, assign, or transfer to the Sumter County BOCC all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States for price fixing relating to the particular commodities or services purchased or acquired by the COUNTY. At the Sumter County BOCC discretion, such assignment shall be made and become effective at the time the purchasing agency renders final payment to the respondent."</p> | | | 9/27/2021 | |
| Robert Capoferri, President _____ Authorized Agent Name, Title (Print) | | _____ Authorized Signature | | _____ Date |
| <i>This form must be completed and returned with your Submittal</i> | | | | |

STATEMENT OF GENERAL TERMS AND CONDITIONS REFERENCE & SIMILAR PROJECTS EXPERIENCE FORM

PUBLIC ENTITY CRIME: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposals/Bid on a contract to provide any goods or services to a public entity, for the construction or repair of a public building or public work, may not submit Proposals/Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or Vendor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

INDEMNIFICATION: The Contractor agrees to indemnify and hold harmless Board of Sumter County Commissioners, and their elected officials, employees and volunteers from and against all claims, losses and expenses, including legal costs, arising out of or resulting from, the performance of this contract, provided that any such claims, damage, loss of expenses is attributed to bodily injury, sickness, disease, personal injury or death, or to injury to or destruction of tangible property including the loss or loss of use resulting there from and is caused in whole or in part by any negligent act or omission of the tenant.

PROHIBITION OF LOBBYING: During the black out period which is, the period between the time the submittals for Invitation to Bid or the Request for Proposals, or Qualifications, or information, as applicable, are received at Contracts / Purchasing and the time the Board awards the contract, no proposer, no lobbyist, principal, or other person may lobby, on behalf of a competing party in a particular procurement matter, any member of the Board, or any Board employee other than the Purchasing Division Manager. Violation of this provision may result in disqualification of violating party. All questions regarding this Request for Proposals (RFP) or Invitation to Bid (BID) must be submitted in writing to the Board's Purchasing Division Manager.

ANTI TRUST LAWS: By submission of a signed RFP or BID, the successful Vendor acknowledges compliance with all antitrust laws of the United States and the State of Florida, in order to protect the public from restraint of trade, which illegally increases prices.

CONFLICT OF INTEREST: The award of the contract hereunder is subject to the provisions of Chapter 112 of the Florida Statutes. Vendors shall disclose the name of any Officer, Director, Partner, Associate, or Agent who is also an Officer, Appointee, or Employee of any of the Boards at the time of the RFP or BID, or at the time of occurrence of the Conflict of Interest thereafter.

INTERPRETATION, CLARIFICATIONS AND ADDENDA: No oral interpretations will be made to any vendor as to the meaning of the RFP/BID Contract Documents. Any inquiry or request for interpretation received by the Purchasing Division Manager before the date listed herein will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be distributed at or after the Pre-Proposals/Pre-Bid Conference, mailed or sent by available or electronic means to all attending prospective Submitters prior to the established RFP/BID opening date. Each Vendor shall acknowledge receipt of such addenda in the space provided. In case any Proposer/Bidder fails to acknowledge receipt of such addenda or addendum, his offer will nevertheless be construed as though it had been received and acknowledged and the submission of his bid will constitute acknowledgment of the receipt of same. All addenda are a part of the RFP/BID FORMS and each Proposer/Bidder will be bound by such addenda, whether or not received by him. It is the responsibility of each proposer/bidder to verify that he has received all addenda issued before RFP's/BID's are opened. In the case of unit price items, the quantities of work to be done and materials to be furnished under this RFP/BID Contract are to be considered as approximate only and are to be used solely for the comparison of RFP's/BID's received. The Board and/or his VENDOR do not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Vendor plead misunderstanding or deception because of such estimate or quantities of work performed or material furnished in accordance with the Specifications and/or Drawings and other Proposals/Bid Documents, and it is understood that the quantities may be increased or diminished as provided herein without in any way invalidating any of the unit or lump sum prices bid.

GOVERNING LAWS AND REGULATIONS: The vendor is required to be familiar with and shall be responsible for complying with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the work.

PROPRIETARY/CONFIDENTIAL INFORMATION: Vendors are hereby notified that all information submitted as part of, or in support of RFP's/BID's, will be available for public inspection ten days after opening of the RFP's/BID's or until a short list is recommended whichever comes first, in compliance with Chapter 119, and 287 of the Florida Statutes. Any person wishing to view the RFP's/BID's must make an appointment by calling the Purchasing Division Manager at (352) 689-4400. All RFP's/BID's submitted in response to this solicitation become the property of the Board. Unless information submitted is proprietary, copy written, trademarked, or patented, the Board reserves the right to utilize any or all information, ideas, conceptions, or portions of any RFP/BID, in its best interest.

TAXES: The Board of Sumter County Commissioners is exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request.

NON-COLLUSION DECLARATION: By signing this RFP/BID, all Vendors shall affirm that they shall not collude, conspire, connive or agree, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposals in connection with the work for which their RFP/BID has been submitted; or to refrain from Bidding in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the RFP/BID or of any other Bidder, or to fix any overhead, profit, or cost elements of the RFP/BID price or the RFP/BID price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Bidder, or any person interested in the proposed work.

PROPOSER RESPONSIBILITY: Invitation by the Boards to vendors is based on the recipient's specific request and application to DemandStar by Onvia at www.DemandStar.com [(800) 711-1712] or as the result of response by the public to the legal advertisements required by State law. Firms or individuals submit their responses on a voluntary basis, and therefore are not entitled to compensation of any kind.

OWNERSHIP OF SUBMITTALS: All responses, inquiries or correspondence relating to or in reference to this RFP/BID, and all other reports, charts, displays, schedules, exhibits and other documentation submitted by the vendors will become the property of the Board. Reference to literature submitted with a previous RFP/BID will not relieve the Bidder from including any required documents with this RFP/BID.

EXAMINATION OF BID DOCUMENTS: Each Bidder shall carefully examine the RFP/BID Document to ensure all pages have been received, all drawings and/or Specifications and other applicable documents are included, and shall inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress or performance of the work to be performed under the Contract. Ignorance on the part of the CONTRACTOR will in no way relieve him of the obligations and responsibilities assumed under the Contract.

VENDOR RESPONSIBILITY: Vendors are fully and completely responsible for the labeling, identification and delivery of their submittals. The Purchasing Division Manager will not be responsible for any mislabeled or misdirected submissions, nor those handled by delivery persons, couriers, or the US Postal Service.

DRUG FREE WORKPLACE: All Proposers/Bidders shall submit the enclosed, duly signed and notarized form entitled "Drug Free Workplace Certificate". The Drug Free Workplace Vendor shall have the burden of demonstrating that his program complies with Section 287.087 of the Florida Statutes, and any other applicable state law.

This document must be completed and returned with your Submittal.

BOARD OF SUMTER COUNTY COMMISSIONERS, are political subdivisions of the State of Florida, and reserve the right to reject any and/or all submittals, reserve the right to waive any informalities or irregularities in the examination process, and reserve the right to award contracts and/or in the best interest of the Boards. Submittals not meeting stated minimum terms and qualifications may be rejected by the Boards as non-responsive. The Boards reserve the right to reject any or all submittals without cause. The Boards reserves the right to reject the submission of any Vendor in arrears or in default upon any debt or contract to the Boards, or who has failed to perform faithfully any previous contract with the Boards or with other governmental agencies.

PUBLIC RECORDS LAW: Correspondence, materials and documents received pursuant to this RFP/BID become public records subject to the provisions of Chapter 119, Florida Statutes.

VERIFICATION OF TIME: Nextel time is hereby established as the Official Time of the Boards.

PREPARATION OF PROPOSALS/BIDS:

Signature of the Bidder: The Bidder must sign the RFP/BID FORMS in the space provided for the signature. If the Proposer/Bidder is an individual, the words "doing business as _____" must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the firm name and the words, "Member of the Firm" should be written beneath such signature. If the Proposer/Bidder is a corporation, the title of the officer signing the RFP/BID on behalf of the corporation must be stated and evidence of his authority to sign the RFP/BID must be submitted. The Proposer/Bidder shall state in the RFP/BID FORMS the name and address of each person interested therein.

Basis for Bidding: The price proposed for each item shall be on a lump sum or unit price basis according to specifications on the RFP/BID FORM. The proposed prices shall remain unchanged for the duration of the Contract and no claims for cost escalation during the progress of the work will be considered, unless otherwise provided herein.

Total Proposed Price/Total Contract Sum Proposed: If applicable, the total price bid for the work shall be the aggregate of the lump sum prices proposed and/or unit prices multiplied by the appropriate estimated quantities for the individual items and shall be stated in figures in the appropriate place on the RFP/BID FORM. In the event that there is a discrepancy on the RFP/BID FORM due to unit price extensions or additions, the corrected extensions and additions shall be used to determine the project bid amount.

TABULATION: Those wishing to receive an official tabulation of the results of the opening of this RFP/BID are to submit a self-addressed, stamped business size (No. 10) envelope, prominently marked on the front lower left side, with the RFP identification. Tabulation requested by telephone, fax or electronic media will not be accepted.

OBLIGATION OF WINNING BIDDER: The contents of the RFP/BID of the successful proposer/bidder will become contractual obligations if acquisition action ensues. Failure of the successful Proposer/Bidder to accept these obligations in a contract may result in cancellation of the award and such vendor may be removed from future participation.

AWARD OF BID: It is the Boards' intent to select a vendor within **sixty (60) calendar days** of the deadline for receipt of Proposals/Bids. However, Proposals/Bids must be firm and valid for award for at least **ninety (90) calendar days** after the deadline for receipt of the RFP/BID.

ADDITIONAL REQUIREMENTS: The firms shall furnish such additional information as the Boards may reasonably require. This includes information which indicates financial resources as well as ability to provide the services. The Boards reserve the right to make investigations of the qualifications of the firm as it deems appropriate.

PREPARATION COSTS: The Boards shall not be obligated or be liable for any costs incurred by Proposers/Bidders prior to issuance of a contract. All costs to prepare and submit a response to this RFP/BID shall be borne by the Proposer/Bidder.

TIMELINESS: All work will commence upon authorization from the Boards' representative (Purchasing Division Manager). All work will proceed in a timely manner without delays. The Contractor shall commence the work UPON RECEIPT OF NOTICE TO PROCEED and/or ORDER PLACED (PURCHASE ORDER PRESENTED), and shall deliver in accordance to the terms and conditions outlined and agreed upon herein.

DELIVERY: All prices shall be FOB Destination, Sumter County, Florida, inside delivery unless otherwise specified.

ADDITIONAL SERVICES/PURCHASES BY OTHER PUBLIC AGENCIES ("PIGGY-BACK"):

The Vendor by submitting a Bid acknowledges that other Public Agencies may seek to "Piggy-Back" under the same terms and conditions, during the effective period of any resulting contract – services and/or purchases being offered in this Bid, for the same prices and/or terms proposed. Vendor has the option to agree or disagree to allow contract Piggy-Backs on a case-by-case basis. Before a Public Agency is allowed to Piggy-Back any contract, the Agency must first obtain the vendor's approval – without the vendor's approval, the seeking Agency cannot Piggy-Back.

PLANS, FORMS & SPECIFICATIONS: Bid Packages are available from the Purchasing Division Manager. These packages are available for pickup or by mail. If requested to mail, the Proposer/Bidder must supply a courier account number (UPS, FedEx, etc.). Proposers/Bidders are required to use the official RFP/BID FORMS, and all attachments itemized herein, are to be submitted as a single document. Any variation from the minimum specifications must be clearly stated on the RFP/BID FORM and/or Exceptions/Deviations Sheet(s). Only one set of plans, forms, and specifications will be furnished each company or corporation interested in submitting a Proposals/bid. RFP/BID FORM documents for this project are free of charge and are available on-line and are downloadable (vendor must pay any DemandStar fees or any shipping).

MANUFACTURER'S NAME AND APPROVED EQUIVALENTS: Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition unless otherwise indicated. The Proposer/Bidder may offer any brand for which he is an authorized representative, which meets or exceeds the RFP/BID specification for any item(s). If RFP's/BID's are based on equivalent products, indicate on the RFP/BID FORM the manufacturer's product name and literature, and/or complete specifications. Reference to literature submitted with a previous RFP/BID will not satisfy this provision. The Proposer/Bidder shall explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. RFP's/BID's which do not comply with these requirements are subject to rejection. RFP's/BID's lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the RFP/BID FORM. The Purchasing Division Manager is to be notified, in writing, of any proposed changes in materials used, manufacturing process, or construction. However, changes shall not be binding upon the Boards unless evidenced by a Change Notice issued and signed by the Purchasing Division Manager, or designated representative.

QUANTITIES: The quantities as specified in this RFP/BID are estimates only and are not to be construed as guaranteed minimums.

SAMPLES: Samples of items, when called for, shall be furnished free of expense, and if not destroyed may, upon request, be returned at the Proposer's/Bidder's expense. Each sample shall be labeled with the Proposer's/Bidder's name, manufacturer brand name and number, RFP/BID number and item reference. Samples of successful Proposer's/Bidder's items may remain on file for the term of the contract. Request for return of samples shall be accompanied by instructions which include shipping authorization and must be received at time of opening. Samples not returned may be disposed of by the Boards within a reasonable time as deemed appropriate.

DOCUMENT RE-CREATION: Vendor may choose to re-create any document(s) required for this solicitation, but must do so at his own risk. All required information in the original Board format must be included in any re-created document. Submittals may be deemed non-responsive if required information is not included in any re-created document.

ACKNOWLEDGED:

Robert Capoferri, President
(Signature and Date)

*** PLEASE SEE ATTACHED***

| | | |
|-------------------------------|----------------|-----------|
| Owner / Business Name: | | |
| Project Location / Address: | | |
| City: | State: | Zip Code: |
| Point of Contact: | Dates of Work: | |
| Phone Number: | Fax Number: | |
| E-mail Address: | | |
| Project Name: | | |
| Brief Description of Project: | | |

| | | |
|-------------------------------|----------------|-----------|
| Owner / Business Name: | | |
| Project Location / Address: | | |
| City: | State: | Zip Code: |
| Point of Contact: | Dates of Work: | |
| Phone Number: | Fax Number: | |
| E-mail Address: | | |
| Project Name: | | |
| Brief Description of Project: | | |

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| City: | State: | Zip Code: |
| Point of Contact: | Dates of Work: | |
| Phone Number: | Fax Number: | |
| E-mail Address: | | |
| Project Name: | | |
| Brief Description of Project: | | |

CONTRACTOR'S AFFIDAVIT

State of Florida
County of Pasco

Before me personally appeared Robert Capoferri who is (*title*) President
of (*the company described herein*) Asphalt Paving Systems, Inc. being duly sworn, deposes and says
that the foregoing statements are a true and accurate statement of the position of said organization as of
the date thereof, and, that the statements and answers to the foregoing experience questionnaire are
correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of
false, deceptive, or fraudulent statements of this application constitutes fraud; and, agrees to furnish any
pertinent information requested by The Sumter County Board of County Commissioner deemed
necessary to verify the statements made in this application or regarding the ability, standing and general
reputation of the applicant.

Personally Known x or Produced Identification _____

Sworn to and subscribed before me this 27th day of September, 2021

NOTARY PUBLIC - STATE OF FLORIDA
(Signature of Notary Public)

Amanda Reichart
(Print Name of Notary Public)

(seal)

This document must be completed and returned with your Submittal

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that,

Asphalt Paving Systems, Inc.

(print or type name of firm)

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under Proposals or bid, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under Proposals or bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, please or guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.
- "As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

Robert Capoferri

Authorized Signature

9/27/21

Date Signed

State of: Florida

County of: Pasco

Sworn to and subscribed before me this 27th day of September, 2021

Personally known X or Produced Identification _____
(Specify Type of Identification)

Signature of Notary

My Commission Expires January 22, 2022
(seal)

This document must be completed and returned with your Submittal

HOLD HARMLESS AGREEMENT

The Contractor/Vendor is required to purchase and maintain minimum limits of \$1,000,000 per occurrence for all liability, which includes general liability and, if applicable, automobile liability. Other coverage may be required where applicable.

The Contractor/Vendor agrees to hold the Sumter County Board of County Commissioners harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting there from, arising out of the agreement, unless such claims are a result of the County's sole negligence.

The Contractor/Vendor shall purchase and maintain workers' compensation insurance & employer's liability in accordance with Florida Statute Chapter 440.

The Contractor/Vendor shall also purchase any other coverage required by law for the benefit of employees.

Required insurance shall be documented in Certificates of Insurance and shall be provided to the County representative requesting the service.

By signature upon this form the Contractor/Vendor stipulates that he/she agrees to the Hold Harmless Agreement, and to abide by all insurance requirements.

| | |
|-------------------------------------|--|
| <u>Asphalt Paving Systems, Inc.</u> | _____ |
| Contractor/Vendor-Print Name | Signature Robert Capoferri, President |
| RFP#032-0-2021-Pavment Maintenace & | |
| Rehabilitation Continuing Services | 9/27/2021 |
| Project Name | Date |

The effective dates of this Hold Harmless Agreement shall be for the duration of the contract associated with this project.

This document must be completed and returned with your Submittal

E-Verify Vendor/Contractor/Subcontractor Certification

E-Verify is a federal system established by the Department of Homeland Security to determine the immigration and work-eligibility status of prospective employees. Detailed E-Verify program information for employers can be found at <http://www.dhs.gov/e-verify>.

Vendors must certify compliance with the federal E-Verify program for all employees hired on or after the date of the contractor's registration on the Department of Homeland Security website <http://www.dhs.gov/e-verify> by providing the Memorandum of Understanding electronic signature page with date of registration and company ID number (see example below) and this E-Verify Certification form. In the case of contractors, this includes obtaining written certification from all subcontractors who will participate in the performance of the contract. The certification below has been prepared for all County vendors and contractors to use for this purpose. All subcontractor certifications must be kept on file with the contract vendor and made available to the state and/or County upon request.

CERTIFICATION

I certify that the company shown below is in compliance with the above statement and that I am authorized to sign on its behalf.

Name of Company: Asphalt Paving Systems, Inc.

Authorized signature: _____

Printed name & Title: Robert Capoferri, President

Address: 9021 Wire Road Zephyrhills, FL 33540




Date: 9/27/2021

Telephone Number: 813-788-0010

E-mail address: Amandareichertaps@gmail.com/ FLEstimating@asphaltpavingystems.com

Sumter County reserves the right to determine how it will respond to any instances of non-compliance or false certification of compliance. Potential County actions include, but are not limited to, cancellation of the contract and/or suspending or debaring the contract vendor from performing services in any aspect to the County.

Please contact the Purchasing Division at 352-689-4400 with questions regarding this requirement.

Company ID Number: xxxxxxx

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-454-4218.

Employer E-ONE, Inc.

| | |
|-----------------------------|-------|
| Vendor's Name | Title |
| Name (Please Type or Print) | _____ |

| | |
|-----------------------|------------|
| Electronically Signed | 03/15/2010 |
| Signature | Date |

Department of Homeland Security – Verification Division

| | |
|-----------------------------|-------|
| Name (Please Type or Print) | Title |
| _____ | _____ |

| | |
|-----------|-------|
| Signature | Date |
| _____ | _____ |

This document must be completed and returned with your Submittal.

ANTI-COLLUSION STATEMENT

By signing this form, the vendor agrees that this quote is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a quote for the same purpose and that the quote is in all respects fair and without collusion or fraud,

IT IS AGREED BY THE UNDERSIGNED VENDOR. THAT THE SIGNING AND DELIVERY OF THE QUOTE REPRESENTS THE VENDOR'S ACCEPTANCE. OF THE TERMS AND CONDITIONS OF THE FORGOING SPECIFICATIONS AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDOR AND THE BOARD OF SUMTER COUNTY COMMISSIONERS

NAME OF FIRM: Asphalt Paving Systems, Inc.

[Sign in ink in the space provided below]

SIGNED BY: Robert Capoferri

TITLE: President

ADDRESS: 9021 Wire Road

CITY & STATE: Zephyrhills, FL 33540

TELEPHONE: 813-788-0010

No quotes will be withdrawn for a period of sixty (60) days subsequent to the opening of quotes, without the consent of the Board of Sumter County Commissioners.

NO QUOTE (Reason):

This document must be completed and returned with your Submittal

STATEMENT OF PUBLIC ENTITY CRIMES

This is a sworn statement under Section 287.133(3)(a), Florida Statutes, on public entity crimes and must be signed in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted with Bid, Proposal or Contract No. RFP# 032-0-2021
for Payment Maintenance & Rehabilitation Continuing Services.

2. This sworn statement is submitted by Asphalt Paving Systems, Inc.
(Name of entity submitting sworn statement)

whose business address is:

9021 Wire Road Zephyrhills, FL 33540

Its Federal Employer Identification Number (FEIN) is 22-3787755. (If the entity has
no FEIN, include the Social Security Number of the individual signing this sworn statement:
_____.)

3. I understand that a *Public Entity Crime* as defined in Paragraph 287.133(1)(g), Florida Statutes, is a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other State or with the United States, including, but not limited to, any bid, proposal, reply or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that *convicted* or *conviction* as defined in Paragraph 286.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any Federal or State trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial or entry of a plea of guilty or nolo contendere.

5. I understand that an *affiliate* as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:

(a) A predecessor or successor of a person convicted of a public entity or crime; or

(b) An entity under the control of a natural person who is active in the management of the entity and who has been convicted of a public entity crime. *Affiliate* includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an *affiliate*.

6. I understand that a *person* as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. *Person* includes those officers, directors, executives, shareholders, partners, employees, members, and agents who are active in management of an entity.

7. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989 AND (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

(Signature) Robert Capoferri

Sworn to and subscribed before me this 27th day of September, 2021.

Personally Known x _____

OR produced identification _____

Notary Public – State of FL _____

My commission expires January 22, 2022

Type of identification produced

(Printed, typed or stamped
Commissioned name of notary public)

This document must be completed and returned with your Submittal

STATEMENT OF "NO PROPOSALS"

RFP # 032-0-2021/RS

If you do not intend to submit a Proposal for this project, please complete and return this form prior to date shown for receipt of Proposals to: Sumter County BOCC, 319 E. Anderson Avenue, Wildwood, Florida 34785. Attn: Mrs. Becky Segrest.

We, the undersigned, have declined to submit a Proposal for your **RFP # 032-0-2021/RS Sumter County Pavement Maintenance and Rehabilitation Continuing Services** for the following reasons:

- _____ Specifications are too "tight", i.e. geared toward one brand or manufacturer only
(please explain reason below)
- _____ Insufficient time to respond to Request for Proposals.
- _____ We do not offer this product/s or equivalent.
- _____ Remove us from your vendor's list for this commodity or service.
- _____ Our product schedule would not permit us to perform to specifications.
- _____ Unable to meet specifications.
- _____ Unable to meet insurance requirements.
- _____ Specifications unclear (please explain below).
- _____ Competition restricted by pre-approved owner standards.
- _____ Other (please specify below or attach a separate sheet).

Remarks:

"We understand that if this "No Proposals" letter is not executed and returned, our name may be deleted from the list of qualified proposers for the owner for future projects or commodities".

Company Name: _____

Address: _____

Signature and Title: _____

Telephone Number _____ Date _____

PART 5
SCOPE OF SERVICES

Countywide Pavement Maintenance and Rehabilitation Continuing Services - County Specifications

PROJECT DESCRIPTION:

The Contractor shall be responsible for providing any and all labor, materials, equipment, and other items required in order to provide pavement/asphalt maintenance and rehabilitation services and striping/pavement marking on an as-needed basis for various roadways throughout Sumter County, as needs are identified, and funding is available. The services include but may not be limited to milling, resurfacing, pavement preservation (asphalt rejuvenation), full depth reclamation, micro-surfacing, crack sealing, and paint and thermoplastic striping/pavement markings. All work shall be performed as needed in accordance with the plans and specifications provided for each project.

PART I – SCOPE OF WORK

1.1 GENERAL

The Scope of Work for the Countywide Pavement Maintenance and Rehabilitation Services shall be to furnish all labor, materials, equipment, and any other items necessary to provide pavement services on an as-needed basis for roadways within Sumter County as needs are identified and funding is available.

Before submitting a cost proposal for task order request under this Contract, the Contractor shall visit the site to inspect any designated areas for any possible obstruction (both overhead and adjacent) and differences in scope (i.e., paving area) and advise the County in writing of any obstructions or other conditions that may pose differences in the proposed scope of work.

1.2 REFERENCE STANDARD

The Work performed under this Contract and all materials used will conform to the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction (Division II, III) and the Roadway and Traffic Design Standards (Standards), latest edition. The standard general conditions of the construction contract prepared by the engineer's joint contract documents committee (EJCDC) will be utilized in place of FDOT Division I standards. Additionally, supplemental conditions to the EJCDC are also applicable. Portions of this document will be referred to herein simply by the applicable section number.

1.3 SERVICE TYPES

A. MILLING OF EXISTING ASPHALT

Scope of Work: This work shall include, but is not limited to materials, labor, equipment, traffic control, striping, placement of signs, sodding, erosion and sedimentation control, and any construction and application procedures necessary to remove existing asphalt pavement by milling to improve the rideability of the finished pavement, to lower the finished grade adjacent to the existing curb before resurfacing, or to remove existing pavement altogether. **The Contractor shall haul millings to a legal location as determined by the Contractor. However, the Contractor shall haul the first 25 truckloads per calendar year to the Sumter County Public Works stockpile at 319 E. Anderson Avenue, Bushnell, FL 33513 or other County locations as deemed appropriate by the County representative.** The milling depth and locations per individual road shall be identified on work plans submitted for specific projects, as needed, to the awarded contractor(s) for task order cost proposals aligned with authorized contract pricing. After milling, the lime rock base shall be primed

with asphalt emulsion prime (AEP) following Section 300 of the FDOT Standard Specifications for Road and Bridge Construction, latest edition. The cost of the prime coat shall be included in the asphalt price submitted in the bid response. All material removed shall be considered the contractor's property, excluding the 25 truckloads of milling to be delivered to the County.

Materials: Cold milling shall meet all specifications as shown in Section 327 of the FDOT Standard Specifications for Road and Bridge Construction except section 327-1.

Pavement Edging: All roads to be milled shall be edged to remove excess asphalt before asphalt paving. All edging material shall be removed from the site by the Contractor.

B. STRUCTURAL OVERLAY

Scope of Work: This work shall include but is not limited to materials, labor, equipment, traffic control, placement of signs, and any construction and application procedures necessary for all plant-mixed hot bituminous pavements and bases. Any areas where the stress relief is placed shall be paved with the asphalt surface before allowing traffic on it. This condition may be waived upon approval of the County Representative.

Materials: This Work will meet all specifications as shown in Section 330 and 337 of the FDOT Standard Specifications for Road and Bridge Construction, latest edition with the following modification: 1. The word "County" will be substituted for the word "Department."

Pavement Edging: All roads to be paved shall be edged 6" to 8" to remove grass before asphalt paving. All roads milled shall be edged to remove excess asphalt before asphalt paving. All edging material shall be removed from the site by the Contractor.

Warranty of Structural Overlay: The Contractor must furnish the following warranty after completing the work and before final payment, including Section 338 (Value Added Asphalt Pavement). The Contractor hereby warrants that all workmanship and all materials furnished under the contract comply fully with the requirements of the specifications. If at any time within one year after the date of the final inspection, any unsuitable or defective work should appear which in the opinion of the County is due to inferior materials or workmanship, the Contractor shall take all necessary actions to remedy the defects immediately at no cost to the County. The County will notify the Contractor in writing of the defects and the repairs to be made, and the Contractor will begin repair within a mutually agreed time frame.

The warranty period shall become effective on the date the final payment is approved and signed by the authorized Sumter County representative.

C. CHIP SEAL / FOG SEAL

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

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

Materials:

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

All aggregate, #89, #78, and #67 shall be treated before applying Emulsified Asphalt Grade CSS-1H at the rate of 0.4% to 0.8% residual asphalt. All aggregate, clean broken stone, shall be pre-coated with an asphaltic material before the oil and chip process. All of the stones shall have 100% total coverage. A pugmill shall be used to pre-coat the aggregate. Stone having less than 100% total coverage shall not be used. The emulsified asphalt grade CSS-1H shall coat the entire surface of all of the aggregate. The pre-coating process is to take place at a location that the contractor has procured. The County shall approve the pre-coated aggregate before the seal coat process begins.

All costs for the pre-coating and placement of aggregate shall be included in the applicable chip seal or fog seal pay item as identified in the unit price proposal.

Payment shall not be made unless a representative of the County is present to observe the pre-coating process.

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

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

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

Cationic Asphalt Emulsion

| Material Designation | | |
|--|---------|---------|
| Test on Emulsion: | Minimum | Maximum |
| Viscosity, Saybolt Furol, 77 degrees F (25 C), s | --- | --- |
| Viscosity, Saybolt, 122 degrees F (50 C), s | 100 | 400 |
| Demulsibility, 35ml, 0.8 percent DSS, % | 70 | - |
| Sieve Test, % | - | 0.1 |
| Storage Stability | - | 1 |
| | | |

| | | |
|--|---------|---------|
| Residue by Distillation, 350°F max, % | 65 | --- |
| Oil distillate, % by volume of emulsion | --- | 0.5 |
| | | |
| Residue Test, ASTM D 244 Low Temp | Minimum | Maximum |
| Penetration, 77°F, 100gr, 5 sec | 70 | 150 |
| Elastic Recovery, ASTM D 6084, method B, 77°F, 5 cm/min, % | 50 | - |
| Softening Point, °F | 125 | - |
| Solubility in Trichloroethylene, % | 97.0 | - |

Material Samples: The County will require the Contractor to sample and test each emulsion load before delivery. The Contractor will also provide a sample of the emulsion on-site before commencing work. The County will require the Contractor to provide sample containers and a local Independent testing laboratory with no affiliation to the emulsion supplier to analyze the emulsion. The Contractor will be responsible for the cost of the testing. The County reserves the right to test any shipment of emulsion that is believed to be substandard (color, viscosity, non-homogeneous application, etc.). All samples shall be shipped and stored in clean air-tight sealed wide mouth jars or bottles made of plastic.

Equipment:

Distributor: The liquid bituminous material shall be applied with a truck-mounted pressure distributor that has been calibrated within the previous twelve months for transverse and longitudinal application rates. The distributor shall be equipped, maintained, and operated to apply the bituminous material at controlled temperatures and rates from 0.035 to 1.5 gallons per square yard. The distributor shall be capable of applying bituminous material of variable widths up to 16 feet. The distributor shall uniformly apply the bituminous material to the specified rate with a maximum allowed variation of 0.015 gallons per square yard. Distributor equipment shall include a tachometer, an accurate volume measuring device, a calibrated tank, and a thermometer for measuring the tank's contents. Distributors shall be equipped with a heating device, asphalt pump, and full circulating spray bars adjustable laterally and vertically. Distributors and transport trailers shall be equipped with a sampling valve. Distributor trucks shall be of the pressure type with insulated tanks. The use of gravity distributors will not be permitted. The valves shall be operated by levers so that one or all valves may be quickly opened or closed in one operation. The valves that control the flow from nozzles shall act positively to provide a uniform unbroken spread of bituminous material on the surface. The distributor shall be equipped with devices and charts to provide accurate and rapid determination and control of the amount of bituminous material being applied and with a bitumeter on the auxiliary wheel type registering speed in feet per minute and trip and total distance in feet. Two distributor trucks will be required on all projects.

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

Rollers: The contractor shall use one ten-ton steel-wheeled roller and two eight to twelve-ton self-propelled pneumatic tire rollers with oscillating wheels and low pressure, smooth tires. Maintain the inflation of the tires such that in no two tires, the air pressure varies more than five psi. The rollers will be equipped with an operating water system and coco pads. A sufficient number of rollers and a sufficient number of passes shall be used to ensure cover aggregate is appropriately rolled.

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

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

Construction:

Layout: The Contractor will be responsible for the string lining and layout of the roadway before paving.

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

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

Application of Bituminous Material: Liquid bituminous material shall be applied using a pressure type distributor in a uniform, continuous spread over the section to be treated. The distributor shall be moving forward at the proper speed when the liquid is discharged onto the pavement to provide an even and consistent application at the rate prescribed. If any areas are deficient, the operation shall be stopped and corrected immediately. The liquid shall not be applied more than two hundred feet before the aggregate spreader when the ambient air temperature exceeds 75 degrees or one hundred feet if the air temperature is between 55 and 75 degrees.

- **Single Chip Seal:** Application of the liquid bituminous material shall be applied at a rate of 0.38 -0.45 gallons per square yard depending on the composition of the existing road bed, surface texture, and the aggregate's size in use.
- **Double Chip Seal:** The second application of liquid bituminous material shall be applied at a rate of 0.38 - 0.42 gallons per square yard depending upon the size of the first layer of aggregate that the liquid is sprayed upon and the size of the aggregate being placed over the first application of surface treatment.

- **Triple Chip Seal:** The third application of liquid bituminous material shall be applied at a rate of 0.32 - 0.38 gallons per square yard depending upon the size of the first two layers of aggregate that the liquid is sprayed upon and the size of the aggregate being placed over the first and second applications of surface treatment.

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

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

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

Fog Seal: Upon direction from the County, the fog seal is to be applied as a separate pay item. When surface treatment has been set, a fog seal is to be applied at a rate of 0.1 to 0.15 gallons per square yard to the entire surface treatment. The liquid for the fog seal shall be a cationic mixing type emulsion diluted forty percent with water. If sanding is needed, the fog seal shall be lightly sanded at a rate of plus or minus two pounds per square yard utilizing a mechanical spreader.

General Performance: Provide completed pavement that performs to the satisfaction of the County without bleeding, rutting, shoving, raveling, stripping, or showing other types of pavement distress or unsatisfactory performance.

Traffic Control: The Contractor shall furnish all necessary traffic control, barricades, signs, and flaggers to ensure the safety of the traveling public and to all working personnel. Traffic shall not travel on the fresh mix until rolling and blotting have been completed. The Contractor shall submit a Maintenance of Traffic (MOT) plan indicating all facets of traffic control for the project area. The MOT plan must be accepted in writing by the County before commencing any work. All traffic control shall be following the FDOT Standard Plans, most current edition, and TP-102. MOT and associated devices shall be checked daily and periodically throughout the project for compliance, and where adjustments or corrections are needed, prompt revisions shall be made. In the event that the work requires a special traffic control plan that deviates from FDOT standards, the contractor shall submit a signed and sealed traffic control plan or MOT plan to the County for acceptance. This signed and sealed plan shall be incidental to the construction cost.

Method of Measurement: If a pay item is listed on the unit price proposal for work required in this Technical Provision, the quantity to be paid shall be as specified in the unit price proposal, including all items of work described herein. Any item necessary for Chip Seal and not explicitly listed in

another item in the unit price proposal shall be included in this item. Should the contractor be directed to place Fog Seal as a secondary application to Chip Seal, it shall be measured separately as listed in the Technical Provision for Fog Seal.

Basis of Payment: The quantities to be paid for under this Technical Provision shall be included in the Square Yard price for Chip Seal (single application), chip seal (double application), or chip seal (triple application) as listed in the unit price proposal. The unit price includes all items listed in the contract, including all General Conditions, Special Conditions, and Technical Provisions pertaining to chip seal, including all items of work described herein. No additional payment will be provided for any item necessary to complete this contract as detailed in the specifications, except that at the direction of the County, fog seal shall be applied and paid separately as listed in the Technical Provision for fog seal.

Warranty of Chip Seal: The Contractor shall provide the County upon final acceptance of the cape seal work a warranty period of three years which shall include all labor, materials, hauling, traffic control, and striping to repair the defective areas. Defective areas shall include debonding/delamination, excessive raveling, and aggregate loss exposing the old roadway surface. The Contractor shall perform all warranty work at no cost to the County. The Contractor shall have been doing business in the State of Florida for at least four years prior to the date of this bid and have full-time, experienced personnel to respond to any warranty issues within 24 hours. The Contractor can be called to perform work or warranty work at any time of the year as needed by the County. The Contractor must have a full-time presence with an office, experienced personnel, and the proper equipment in Florida to respond 365 days a year.

D. CAPE SEAL SPECIFICATIONS

Description: The work specified in this section consists of furnishing and applying a single application of polymer modified bituminous surface treatment followed by a mixture of polymer-modified emulsified asphalt, mineral aggregate, mineral filler, water, and other additives, properly proportioned, mixed, and spread on a paved surface, established by the County and in substantial conformance with the limits established by the County. This two-step process is called a cape seal.

Materials:

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

All aggregate #89 shall be treated before applying Emulsified Asphalt Grade CSS-1H at the rate of 0.4% to 0.8% residual asphalt. All aggregate, clean broken stone, shall be pre-coated with an asphaltic material before the oil and chip process. All of the stones shall have 100% total coverage. A pugmill shall be used to pre-coat the stone. Stone having less than 100% total coverage shall not be used. The emulsified asphalt grade CSS-1H shall coat the entire surface of all of the aggregate. The pre-coating process is to take place at a location that the contractor procures. The County shall approve the pre-coated aggregate before the seal coat process begins.

All costs for the pre-coating and placement of aggregate shall be included in the cost of the item Cape Seal.

Payment shall not be made for the Cape Seal unless a representative of the County is present to observe the pre-coating process.

Aggregates: for the final coat, use an aggregate consisting of 100% crushed stone. The aggregate shall be a crushed stone such as granite, slag, limestone, chat, or another high-quality aggregate, or a combination thereof. To assure the material is 100 percent crushed, the parent aggregate will be larger than the largest stone in the gradation used. Use aggregate source(s) from the list of aggregates available on FDOT’s website and meet the requirements of this specification.

In addition to the requirements of FDOT Standard Specification Sections 901 and 902, meet the minimum aggregate requirements of Table 62-1.

| Table 62-1 Quality Tests for Aggregate | | |
|---|------------------------------------|--|
| AASHTO Test No. | Aggregate Property | Specification Requirements |
| AASHTO T 176 | Sand Equivalent | 65 Minimum |
| AASHTO T 104 | Soundness | 15% Maximum using Na ₂ SO ₄ or 25% Maximum using MgSO ₄ |
| AASHTO T 96 | Abrasion Resistance ⁽¹⁾ | 30% Maximum |

(1) The abrasion test will be performed on the parent aggregate.

Gradation Requirements: When tested following FM 1-T 027 and FM 1-T 011, the target (mix design) aggregate gradation, including the mineral filler, shall be within the gradation range for a Type II mixture shown in Table 62-2, Column II.

| Table 62-2 Mix Design Gradation Requirements | | |
|---|---|--|
| Sieve Size | Type II Mix Design Range Percent Passing | Stockpile Tolerance from Mix Design Percent Passing |
| 3/8 inch | 100 | N/A |
| No. 4 | 90 – 100 | ± 5% |
| No. 8 | 65 – 90 | ± 5% |
| No. 16 | 45 – 70 | ± 5% |
| No. 30 | 30 – 50 | ± 5% |
| No. 50 | 18 – 30 | ± 4% |
| No. 100 | 10 – 21 | ± 3% |
| No. 200 | 5 – 15 | ± 2% |

The aggregate will be accepted from the stockpile located at the project. The stockpile will be accepted based on five quality control gradation tests conducted following FM 1-T 002. If the average of the five gradation tests is within the stockpile tolerances shown in Table 62-2, Column III for all of the sieve sizes, then the stockpile is accepted. If the average of the five gradation tests is not within the stockpile tolerances shown in Table 62-2, Column III, for any sieve size, remove the stockpiled material and replace it with new aggregate or blend other aggregate sources with the stockpiled material. Aggregates used in blending must meet the quality tests shown in Table 62-1 before blending and must be blended in a manner to produce a consistent gradation and sand equivalent value. If a new aggregate is obtained or blending of aggregates is performed, resulting in an aggregate that is not represented by the mix design, the contractor shall submit a new mix design to the Engineer for approval before production of the mix.

The Engineer may obtain stockpile samples at any time. If the average of five gradation tests conducted following FM 1-T 002 is not within the gradation tolerances shown in Table 62-2, Column III for any sieve size, cease production until the problem is corrected to the satisfaction of the Engineer.

Screen all stockpiled aggregates at the stockpile area before delivery to the paving machine to remove oversize material and non-desirable particles.

Mineral Filler: If a mineral filler is utilized in the mix design, use non-air-entrained portland cement or hydrated lime, free from lumps. The Engineer will accept the mineral filler by visual inspection. The type and amount of mineral filler shall be determined by a laboratory mix design and considered part of the aggregate gradation. An increase or decrease of less than one percent mineral filler may be permitted during production if found to result in better consistency or set times. Any changes to the percentage of mineral filler must meet the requirements of Table 62-4.

Water: Utilize potable water that is free of harmful soluble salts, reactive chemicals, or any other contaminants.

Additives: Additives may be added to the mixture or any of the component materials to provide control of quick-trafficking properties. The additives to be used should be indicated on the mix design and be compatible with the other components of the mix.

Mix Design: Before work begins, the Contractor shall submit a mix design to the Engineer. The mix design must have an aggregate source used on five similar projects and developed using the specific materials to be used on the project. The mix design shall be developed by an independent, accredited laboratory with no affiliation to the emulsion supplier and endorsed by the International Slurry Surfacing Association (ISSA) and has experience designing such mixtures.

Submit the proposed mix design with supporting test data indicating compliance with all mix design criteria. Allow the Engineer a maximum of two weeks to either conditionally verify or reject the mix design.

Meet the requirements provided in Table 62-3. After the mix design has been approved, no substitutions to the mix design will be permitted unless approved by the Engineer. The Engineer will consider inadequate field performance of a mix as sufficient evidence that the properties of the mix related to the mix design have changed, and the Engineer will no longer allow the use of the mix design. The project will be stopped until it is demonstrated that those properties, or issues, have been sufficiently addressed.

| Table 62-3 | | |
|--|---|--|
| Mix Design Testing Requirements | | |
| ISSA Test No. | Property | Specification Requirements |
| ISSA TB-139 ⁽¹⁾ | Wet Cohesion: @ 30 Minutes Minimum (Set) @ 60 Minutes Minimum (Traffic ¹) | 12 kg-cm Minimum 20 kg-cm or Near Spin Minimum |
| ISSA TB-109 | Excess Asphalt by Loaded Wheel Tester (LWT) Sand Adhesion | 50 g/ft ² Maximum |
| ISSA TB-114 | Wet Stripping | 90% Minimum |
| ISSA TB-100 | Wet-track Abrasion Loss: One-hour Soak Six-day Soak | 50 g/ft ² Maximum 75 g/ft ² Maximum |

| | | |
|----------------------------|---|-------------------------------------|
| ISSA TB-147 | Lateral Displacement Specific Gravity after 1,000 Cycles of 125 lb. | 5% Maximum 2.10 Maximum |
| ISSA TB-113 ⁽¹⁾ | Mix Time @ 77°F (25°C) | Controllable to 120 Seconds Minimum |

(1) The Cohesion test and Mixing Time test should be checked and reported for the highest temperatures expected during construction.

The mix design must clearly show the proportions of aggregate, emulsified asphalt, mineral filler, water, and additive usage based on the dry weight of the aggregate. Meet the mix design component material requirements provided in Table 62-4.

| Table 62-4 Mix Design Component Material Requirements | |
|--|--|
| Component Materials | Specification Requirements |
| Residual Asphalt | 5.5 to 10.5% (by dry weight of aggregate) |
| Mineral Filler | 0.5 to 3.0% (by dry weight of aggregate) |
| Polymer-based Modifier | Minimum of 3.0% (solids based on asphalt weight content) |
| Additives | As needed |
| Water | As required to produce proper mix consistency |

The materials (aggregates, emulsion, mineral filler, and additives) must be from the same source, grade and type used to develop the approved mix design. The Engineer must preapprove any substitutions or alternate supplies. Changes in the aggregate source or emulsion source require re-validating the mix design and the performance properties. Blending, co-mingling, and combining materials from two or more sources, grades or types is strictly prohibited. Aggregate stockpiles and emulsion material should be located at or near the job site in sufficient quantity for the job or designated parts of the job.

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

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

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

Cationic Asphalt Emulsion

| Material Designation | | |
|--|---------|---------|
| | | |
| Test on Emulsion: | Minimum | Maximum |
| Viscosity, Saybolt Furol, 77 degrees F (25 C), s | --- | --- |
| Viscosity, Saybolt, 122 degrees F (50 C), s | 100 | 400 |

| | | |
|--|---------|---------|
| Demulsibility, 35ml, 0.8 percent DSS, % | 70 | - |
| Sieve Test, % | - | 0.1 |
| Storage Stability | - | 1 |
| | | |
| Residue by Distillation, 350°F max, % | 65 | --- |
| Oil distillate, % by volume of emulsion | --- | 0.5 |
| | | |
| Residue Test, ASTM D 244 Low Temp | Minimum | Maximum |
| Penetration, 77°F, 100gr, 5 sec | 70 | 150 |
| Elastic Recovery, ASTM D 6084, method B, 77°F, 5 cm/min, % | 50 | - |
| Softening Point, °F | 125 | - |
| Solubility in Trichloroethylene, % | 97.0 | - |

Liquid bituminous material for the final coat: Provide a quick-traffic, polymer-modified emulsified asphalt conforming to the requirements specified in AASHTO M 208 for CSS-1 has listed in Table 62-5. The cement mixing test shall be waived for this product.

The polymer material shall be co-milled into the asphalt or added to the emulsifier solution before the emulsification process. The amount of polymer modifier shall not be less than 3.0% polymer solids based on the asphalt content (by weight) and certified by the emulsified asphalt supplier.

The Engineer may waive the five-day settlement test, provided job-stored emulsified asphalt is used within 36 hours from the time of the shipment or the stored material has had additional emulsified asphalt blended into it before use.

Quality Tests: The emulsified asphalt, and emulsified asphalt residue, shall meet the requirements of AASHTO M 208 for CSS-1h, with the following additions:

| | | |
|---|---|-----------------------------------|
| Table 62-5 | | |
| Quality Tests for Emulsified Asphalt | | |
| AASHTO Test No. | Emulsified Asphalt Property | Specification Requirements |
| AASHTO T 59 | Residue after Distillation ⁽¹⁾ | 62% Minimum |
| AASHTO T 59 | Cement Mixing | Not Required |
| Quality Tests for Emulsified Asphalt Residue | | |
| AASHTO T 53 | Softening Point | 135°F (57°C) Minimum |

(1) Maintain the test temperature at 350°F (177°C) for 20 minutes.

Sampling, Certification, and Verification: For the first load of emulsified asphalt produced for the project, the supplier shall submit a sample to the Engineer for testing before use. The Engineer will then assign a pretest number, and the pretest number shall be furnished with all emulsified asphalt delivered to the project.

During application, the Engineer may sample and test all subsequent loads of emulsified asphalt delivered to the project to verify and determine compliance with specification requirements. These tests identify material outside specification requirements; the Engineer may require the supplier to cease shipment of that pre-tested product. A further shipment of that pre-tested product to the owning agency's projects will remain suspended until the cause of the problem is evaluated and

corrected by the supplier to the Engineer's satisfaction.

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

Equipment: Maintain all equipment, tools, and machines used in the performance of this work in satisfactory working condition at all times to ensure a high-quality product.

Distributor: The liquid bituminous material shall be applied with a truck-mounted pressure distributor that has been calibrated within the previous twelve months for transverse and longitudinal application rates. The distributor shall be equipped, maintained, and operated to apply the bituminous material at controlled temperatures and rates from 0.035 to 1.5 gallons per square yard. The distributor shall be capable of applying bituminous material of variable widths up to twenty-four feet. The distributor shall uniformly apply the bituminous material to the specified rate with a maximum allowed variation of 0.015 gallons per square yard. Distributor equipment shall include a tachometer, an accurate volume measuring device, a calibrated tank, and a thermometer for measuring the tank's contents. Distributors shall be equipped with a heating device, asphalt pump, and full circulating spray bars adjustable laterally and vertically. Distributors and transport trailers shall be equipped with a sampling valve. Distributor trucks shall be of the pressure type with insulated tanks. The use of gravity distributors will not be permitted. The valves shall be operated by levers so that one or all valves may be quickly opened or closed in one operation. The valves that control the flow from nozzles shall act positively to provide a uniform unbroken spread of bituminous material on the surface. The distributor shall be equipped with devices and charts to provide accurate and rapid determination and control of the amount of bituminous material being applied and with a bitumeter of the auxiliary wheel type registering speed in feet per minute and trip and total distance in feet. Two distributor trucks will be required on all projects.

Aggregate Spreader: The aggregate spreader shall be a self-propelled unit capable of uniformly spreading the aggregate at the required rate on a minimum width of six inches wider than the width of the lane to be treated. The spreader shall be calibrated within the previous twelve months for transverse and longitudinal application. The spreader shall be capable of extending to a width of 24 feet. The spreader shall be equipped with a computer-controlled aggregate/chip spreader to ensure the appropriate aggregate coverage at varying speeds unless approved otherwise by the Engineer.

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

Sweepers: A minimum of two vacuum sweepers shall be used on this project. In rural areas, a self-propelled rotary broom can be used. It shall be equipped, maintained, and operated so the pavement surface can be swept clean. The broom shall have an adjustment to control the downward pressure. A vacuum street sweeper must be used in residential areas, and all excess aggregate shall be swept within 24 to 48 hours after the first application of the Cape Seal has been applied.

Mixing Equipment: Truck mounted and self-loading continuous machines are acceptable. Mix the material with an automatic-sequenced, self-propelled mixing machine. It shall be a continuous-flow mixing unit able to accurately deliver and proportion the mix components through a revolving multi-blade, double-shafted mixer and to discharge the mixed product on a continuous-flow basis. The machine shall have sufficient storage capacity for all mix components to maintain an adequate supply to the proportioning controls. Four truck-mounted machines of 12 cubic yard capacity, or larger, will be required for all projects or roads one-half mile or less in length.

Self-loading continuous machines shall be capable of loading materials while maintaining micro-surfacing, thereby minimizing construction joints. Two self-loading machines shall be required on all projects or roads greater than one-half mile in length. Self-loading continuous machines shall be equipped to allow the operator to have complete control of the forward and reverse speeds during applications of the material and shall be equipped with opposite-side driver stations to assist in alignment. The self-loading device, opposite-side driver stations, and forward and reverse speed controls shall be original equipment-manufacturer design.

Proportioning Device: Provide and properly mark individual volume or weight controls for proportioning each material to be added to the mix (i.e., aggregate, mineral filler, emulsified asphalt, additives, and water).

Spreading Equipment: Agitate and spread the mixture uniformly in the spreader box using twin-shafted paddles or spiral augers fixed in the spreader box. Provide a front seal to ensure no loss of the mixture at the road contact point. The rear seal shall act as a final strike-off and shall be adjustable. The spreader box and rear strike-off shall be so designed and operated that a uniform consistency is achieved, and a free flow of material is provided to the rear strike-off. The spreader box shall have suitable means to automatically adjust the box width while traveling behind the mixing unit and side shift the box to compensate for variations in the pavement geometry.

Secondary Strike-off: Provide a secondary strike-off to improve surface texture. The secondary strike-off shall have the same adjustments as the spreader box. No burlap drags will be permitted on the final applications.

Auxiliary Equipment: Provide suitable surface preparation equipment, traffic control equipment, hand tools, and any other support and safety equipment necessary to perform the work.

Calibration: Calibrate each mixing unit to be used in the performance of the work in the presence of the Engineer before the start of construction. Previous calibration documentation covering the exact materials to be used may be acceptable, provided that no more than 60 days have elapsed.

Document the individual calibration of each material at various settings, which can be related to the machine metering devices. Do not utilize any mixing unit on the project until the calibration has been completed and approved by the Engineer. Any component replacement affecting material proportioning requires that the machine be recalibrated. No machine will be allowed to work on the project until the calibration has been completed and accepted.

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

Experience: All contractors and subcontractors shall be FDOT prequalified in the work classes of

drainage, flexible paving, grading, and hot plant-mixed bituminous courses. Bidders must submit with the bid a minimum of five Cape Seal project references from a City or County in the State of Florida that have been completed within the past three years. Bidders may be required to submit detailed information regarding the staff that they propose for this project. The Contractor shall be capable of meeting all the requirements of this specification at the time of the bid. The Contractor shall have in their possession, in the State of Florida at the time of bidding, two or more aggregate spreaders, two distributors, four truck-mounted machines, and two self-loading machines as described in the equipment section of the specification. Staff shall have the option to inspect the Contractor's equipment, and if found deficient, it shall be the basis for rejection of Contractor's bid.

Construction:

Layout: The Contractor will be responsible for the string lining and layout of the roadway before paving.

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

Preparation of Surface: The cape seal material shall be placed on a firm, unyielding prepared roadway. The Contractor shall be responsible for clipping back shoulders and removing overburden or any other vegetation or debris to ensure that the road is free of organic and deleterious material. The contractor will be responsible for blowing or sweeping the road immediately ahead of the chip seal operation to ensure the road is free of loose aggregate and other debris. Remove any thermoplastic striping materials and retro-reflective pavement markers in the areas to be cape sealed. Provide temporary striping as necessary to comply with Contract Documents. If water is used for cleaning, allow any unsealed cracks to dry thoroughly before applying a cape seal. Protect maintenance holes, valve boxes, drop inlets, and other service entrances from the cape seal mixture by a suitable method. The Engineer will approve the surface preparation before the cape seal. No loose aggregate, either spilled from the lay-down machine or existing on the road, will be permitted on the final application.

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

- **Single Chip Seal:** The liquid bituminous material shall be applied at a rate of 0.32 -0.38 gallons per square yard depending on the composition of the existing roadbed, surface texture, and the aggregate's size in use.

Application of cover Aggregate: Immediately following the spray application of the liquid bituminous material, cover aggregate shall be spread over the liquid material at a rate of 22 – 28 lbs square yard depending upon the type of road that is being resurfaced.

Rolling: Immediately following the first application of the cover material, roll the entire surface

with pneumatic rollers. Continue rolling as long as necessary to ensure thorough keying of the cover aggregate into the liquid bituminous material and as far as it is practicable and consistent with the setting of the liquid bituminous material.

Sweeping: After rolling the first application of cover aggregate, lightly broom the loose aggregate not to dislodge the aggregate embedded in the liquid. Before the final lift is applied, sweep loose material within 24 to 48 hours after the first application.

Application of Final Lift: Pre-wet the surface by fogging ahead of the spreader box with water. Adjust the application rate of the fog spray to suit temperatures, surface texture, humidity, and dryness of the pavement.

The material shall be of the desired consistency upon leaving the mixer. Carry a sufficient amount of material in all parts of the spreader box at all times so that complete coverage is obtained. Avoid overloading of the spreader box. Do not allow lumping, balling, or unmixed aggregate in the micro surfacing mixture.

Do not leave streaks, such as those caused by oversized aggregate, in the finished surface. If excess streaking develops, stop production until the situation has been corrected. Excessive streaking is defined as more than four drag marks greater than 1/2 inch wide and 4 inches long, or 1 inch wide and 3 inches long, in any 30 yd² areas. Do not permit transverse ripples or longitudinal streaks of 1/4 inch in depth or greater when measured by placing a 10-foot straight edge over the surface.

Rate of Application:

The average application rate shall be following Table 62-6 unless otherwise specified in the Contract Documents. Full-width application rates must be maintained within ± 2 lbs/yd² of the specified rate. Application rates are based upon the weight of dry aggregate in the mixture. The maximum thickness of any single layer of micro-surfacing at the edge of the pavement shall be 1/4 inch.

| Table 62-6 Final Application Rates | | | |
|---------------------------------------|--|--|--|
| AGGREGATE TYPE | LOCATION | APPLICATION RATE ⁽¹⁾ | |
| Type II | Collectors, Local Roads, and Airport Runways | Single Application: 26-30 lbs/yd ² | |
| | | | |

(1) Application rates are based upon the weight of dry aggregate in the mixture.

Joints: Prevent excessive buildup, uncovered areas, or unsightly appearance on longitudinal and transverse joints. Provide suitable-width spreading equipment to produce a minimum number of longitudinal joints throughout the project. Place longitudinal joints on lane lines, where possible. Use half passes and odd-width passes only when absolutely necessary. Do not apply a half pass as the last pass of any area. Do not overlap longitudinal lane line joints by more than three inches. Do not construct joints having more than a 1/4 inch difference in elevation when measured by placing a 10-foot straight edge over the joint and measuring the elevation drop-off. Construct longitudinal joints so that water is not held at the joint. Construct transverse joints at the beginning and end project limits so that the elevation difference does not exceed 1/4 inch.

Mix Stability: Produce a mixture that possesses sufficient stability, so that premature breaking of the material in the spreader box does not occur. The mixture shall be homogeneous during and following mixing and spreading. The mixture shall be free of excess water or emulsified asphalt and free of segregation of the emulsified asphalt and aggregate fines from the coarser aggregate. Do not spray water directly into the spreader box while applying material under any circumstances.

Handwork: Utilize hand squeegees to provide complete and uniform coverage of cape-sealed areas that cannot be reached with the mixing machine. Lightly dampen the area to be hand-worked before mix placement, if necessary. Care shall be exercised to leave no unsightly appearance from handwork. When performing handwork, provide the same type of finish as that applied by the spreader box.

Lines: Construct straight lines along curbs and shoulders. Do not permit runoff in these areas. Keep lines at intersections straight to provide a good appearance. If necessary, utilize a suitable material to mask off the end of streets to provide straight lines. Edge lines shall not vary by more than 2 inches horizontally.

Cleanup: Remove cape seal material from all areas such as manholes, gutters, drainage structures, rumble strips, and as otherwise specified by the Engineer. Daily, remove any debris resulting from the performance of the work.

Quality Assurance:

Material Monitoring: Provide a computerized material monitoring system with integrated material control devices that are readily accessible and positioned so the amount of each material used can be determined at any time. Ensure the computer system is functional at the beginning of work and during each calibration. Provide a backup electronic materials counter that is capable of recording running count totals for each material being monitored. Equip the mixer with a radar ground measuring device. The computer system shall have the capability to record, display and print the following information:

1. Individual sensor counts for emulsion, aggregate, cement, water, and additive.
2. Aggregate, emulsion, and cement output in pounds per minute.
3. Ground travel distance.
4. Spread rate in pounds per square yard.
5. Percentages of emulsion, cement, water, and additive.
6. Cumulative totals of aggregate, emulsion, cement, water, and Additive.
7. Scale factor for all materials.

Sampling and Testing: The Engineer shall obtain one sample of micro-surfacing mixture each day of production. The Engineer shall test each sample following FM 5-563 and FM 1-T 030 to determine the residual asphalt content and the gradation of the sample. Evaporate all water from the sample before testing. Determine the deviation of the test results for each sample from the mix design target values. Compare the deviation from the mix design to the mixture control tolerances shown in Table 62-7.

| |
|--|
| <p>Table 62-7 Aggregate and Emulsified Asphalt - Acceptance Limits</p> |
|--|

| Aggregate | Tolerance from Mix Design Target Values |
|-------------------------------------|--|
| Percent Passing No. 4 Sieve | ± 6 percent |
| Percent Passing No. 8 Sieve | ± 7 percent |
| Percent Passing No. 50 Sieve | ± 6 percent |
| Percent Passing No. 200 Sieve | ± 3.0 percent |
| Emulsified Asphalt | |
| Residual Asphalt Content of Mixture | ± 0.6 percent |

Application Rate: Control the application rate for micro surfacing on a lot basis to within the “Total” range specified in 62-6. A lot will be considered as 0.10 lane miles. No additional compensation will be paid for application rates placed in excess of the “Total” specified range. The unit price for each deficient lot will be reduced by ten percent for each lb/yd² rate less than the “Total” specified range. For application rates outside the “Total” specified range, stop production of the mixture and make adjustments to correct the problem to the Engineer's satisfaction before resuming production. Accept a pay reduction for deficient lot production or overlay the deficient area at full plan width and depth at no additional cost.

Traffic Control: The Contractor shall furnish all necessary traffic control, barricades, signs, and flagmen to ensure the safety of the traveling public and to all working personnel. Traffic shall not travel on the fresh mix until rolling and blotting have been completed. The Contractor shall submit an MOT plan indicating all facets of traffic control for the project area. The MOT plan must be accepted in writing by the County before commencing any work. All traffic control shall be following the FDOT Roadway Design Standards, most current edition, and TP-102. MOT and associated devices shall be checked daily and periodically throughout the project for compliance, and where adjustments or corrections are needed, prompt revisions shall be made. In the event that the work requires a special traffic control plan that deviates from FDOT standards, the contractor shall submit a signed and sealed traffic control to the County for acceptance. This signed and sealed plan shall be incidental to the construction cost.

Method of Measurement: If a pay item is listed on the unit price proposal for work required in this Technical Provision, the quantity to be paid shall be as specified in the unit price proposal, including all items of work described herein. Any item necessary for Cape Seal, not specifically listed in another item in the unit price proposal, shall be included. The prime contractor must perform at least 51% or more of the project that includes Cape Seal.

Basis of Payment: The quantities to be paid for under this Technical Provision shall be included in the Square Yard price for Cape Seal as listed in the unit price proposal. The Unit price includes all items listed in the contract, including all General Conditions, Special Conditions, and Technical Provisions pertaining to Cape Seal, including all items of work described herein. No additional payment will be provided for any item necessary to complete this contract as detailed in the specifications, except that at the direction of the County.

Warranty: The Contractor shall provide the County upon final acceptance of the Cape Seal work a warranty period of three (3) years which shall include all labor, materials, hauling, traffic control, and striping to repair the defective areas. Defective areas shall include debonding/delamination, excessive raveling, and aggregate loss exposing the old roadway surface. The Contractor shall perform all warranty work at no cost to the County. The Contractor shall have been doing business in the State of Florida for at least four years from the date of this bid and have full-time, experienced personnel to respond to any warranty issues within 24 hours. The Contractor can be called to perform work or

warranty work at any time of the year as needed by the County. The Contractor must have a full-time presence with an office, experienced personnel, and the proper equipment in Florida to respond 365 days a year.

E. MICRO-SURFACING

Micro-Surfacing shall be performed following FDOT Specification Section 335, provided as follows for reference. Any reference to the "Engineer" shall mean "Engineer or Sumter County." All payment terms shall be following Contract Terms contained in the Contract Documents.

SECTION 335

MICRO-SURFACING

335-1 Description.

Construct a micro-surfacing pavement with the type of mixture specified in the Contract Documents. Micro-surfacing is a mixture of polymer-modified emulsified asphalt, mineral aggregate, mineral filler, water, and other additives, properly proportioned, mixed, and spread on a paved surface.

The mix shall be capable of being spread in variable thickness cross-sections (wedges, ruts, scratch courses, and surfaces), which, after curing and initial traffic consolidation, resists compaction throughout the entire design tolerance range of asphalt binder content and variable thickness to be encountered. The end product shall maintain a skid-resistant surface in variable thick sections throughout the service life of the micro-surfacing.

The mix shall be a quick-traffic system that will accept straight rolling traffic one hour after application.

335-2 Materials.

335-2.1 Emulsified Asphalt:

335-2.1.1 General Requirements:

Provide a quick-traffic, polymer-modified emulsified asphalt conforming to the requirements specified in AASHTO M 208 for CSS-1h, as listed in Table 335-1. The cement mixing test shall be waived for this product.

The polymer material shall be co-milled into the asphalt or added to the emulsifier solution before the emulsification process. The amount of polymer modifier shall not be less than 3.0% polymer solids based on the asphalt content (by weight) and certified by the emulsified asphalt supplier.

The Contractor's Engineer and County representative may waive the five-day settlement test, provided job-stored emulsified asphalt is used within 36 hours from the time of the shipment or the stored material has had additional emulsified asphalt blended into it before use.

335-2.1.2 Quality Tests:

The emulsified asphalt, and emulsified asphalt residue, shall meet the requirements of AASHTO M 208 for CSS-1h, with the following additions:

| 335-1 | | |
|---|---|-----------------------------------|
| Quality Tests for Emulsified Asphalt | | |
| AASHTO Test No. | Emulsified Asphalt Property | Specification Requirements |
| AASHTO T 59 | Residue after Distillation ⁽¹⁾ | 62% Minimum |
| AASHTO T 59 | Cement Mixing | Not Required |
| Quality Tests for Emulsified Asphalt Residue | | |
| AASHTO T 53 | Softening Point | 135°F (57°C) Minimum |

(1) Maintain the test temperature at 350°F (177°C) for 20 minutes.

335-2.1.3 Sampling, Certification, and Verification:

For the first load of emulsified asphalt produced for the project, the supplier shall submit a sample to the Contractor’s Engineer for testing before use. A pretest number will then be assigned by the Contractor’s Engineer, and the pretest number shall be furnished with all emulsified asphalt delivered to the project.

At any time during application, the Contractor’s Engineer may sample and test all subsequent loads of emulsified asphalt delivered to the project to verify and determine compliance with specification requirements. Where these tests identify material outside specification requirements, the Contractor’s Engineer may require the supplier to cease shipment of that pre-tested product. A further shipment of that pre-tested product to the owning agency’s projects will remain suspended until the cause of the problem is evaluated and corrected by the supplier to the satisfaction of the Contractor’s Engineer and County representative.

335-2.2 Aggregate:

335-2.2.1 General:

Use an aggregate consisting of 100% crushed stone. The aggregate shall be a crushed stone such as granite, slag, limestone, chat, or other high-quality aggregate, or a combination thereof. To assure the material is 100 percent crushed, the parent aggregate will be larger than the largest stone in the gradation used. Use aggregate source(s) from the list of aggregates available on FDOT’s website and meet the requirements of this specification.

335-2.2.2 Aggregate Quality Tests:

In addition to the requirements of FDOT Standard Specification Sections 901 and 902, meet the minimum aggregate requirements of Table 335-2.

| Table 335-2 | | |
|------------------------------------|---------------------------|--|
| Quality Tests for Aggregate | | |
| AASHTO Test No. | Aggregate Property | Specification Requirements |
| AASHTO T 176 | Sand Equivalent | 65 Minimum |
| AASHTO T 104 | Soundness | 15% Maximum using Na ₂ SO ₄ or 25% Maximum using MgSO ₄ |

| | | |
|-------------|------------------------------------|-------------|
| AASHTO T 96 | Abrasion Resistance ⁽¹⁾ | 30% Maximum |
|-------------|------------------------------------|-------------|

(1) The abrasion test will be performed on the parent aggregate.

335-2.2.3 Gradation Requirements:

When tested following FM 1-T 027 and FM 1-T 011, the target (mix design) aggregate gradation, including the mineral filler, shall be within the gradation range for a Type II mixture shown in Table 335-3, Column II.

| 335-3 Mix Design Gradation Requirements | | |
|--|---|--|
| Sieve Size | Type II Mix Design Range Percent Passing | Stockpile Tolerance from Mix Design Percent Passing |
| 3/8 inch | 100 | N/A |
| No. 4 | 90 – 100 | ± 5% |
| No. 8 | 65 – 90 | ± 5% |
| No. 16 | 45 – 70 | ± 5% |
| No. 30 | 30 – 50 | ± 5% |
| No. 50 | 18 – 30 | ± 4% |
| No. 100 | 10 – 21 | ± 3% |
| No. 200 | 5 – 15 | ± 2% |

The aggregate will be accepted from the stockpile located at the project. The stockpile will be accepted based on five quality control gradation tests conducted following FM 1-T 002. If the average of the five gradation tests is within the stockpile tolerances shown in Table 335-3, Column III for all of the sieve sizes, then the stockpile is accepted. If the average of the five gradation tests is not within the stockpile tolerances shown in Table 335-3, Column III, for any sieve size, remove the stockpiled material and replace it with new aggregate or blend other aggregate sources with the stockpiled material. Aggregates used in blending must meet the quality tests shown in Table 335-2 before blending and must be blended in a manner to produce a consistent gradation and sand equivalent value. If new aggregate is obtained or blending of aggregates is performed resulting in an aggregate that is not represented by the mix design, submit a new mix design to the Contractor's Engineer for approval prior to production of the mix.

The Contractor's Engineer may obtain stockpile samples at any time. If the average of five gradation tests conducted in accordance with FM 1-T 002 is not within the gradation tolerances shown in Table 335-3, Column III for any sieve size, cease production until the problem is corrected to the satisfaction of the Engineer.

Screen all stockpiled aggregates at the stockpile area prior to delivery to the paving machine to remove oversize material and non-desirable particles.

335-2.3 Mineral Filler:

If mineral filler is utilized in the mix design, use non air-entrained Portland cement or hydrated lime that is free from lumps. The Engineer will accept the mineral filler by visual inspection. The type and amount of mineral filler shall be determined by a laboratory mix design and will be considered as part of the aggregate gradation. An increase or decrease of less than one percent mineral filler may be permitted during production if it is found to result in better consistency or set times. Any changes to the percentage of mineral filler must meet the requirements of Table

335-5.

335-2.4 Water:

Utilize water that is potable and free of harmful soluble salts, reactive chemicals, or any other contaminants.

335-2.5 Additives:

Additives may be added to the mixture or any of the component materials to provide control of quick-trafficking properties. The additives to be used should be indicated on the mix design and be compatible with the other components of the mix.

335-2.6 Crack Filler:

Utilize a crack filler meeting the material requirements of Developmental Specification Section 305.

335-3 Mix Design.

Before work begins, the Contractor shall submit a mix design to the Engineer. The mix design must have an aggregate source used on five similar projects and developed using the specific materials to be used on the project. The mix design shall be developed by an independent, accredited laboratory with no affiliation to the emulsion supplier and is endorsed by the International Slurry Surfacing Association (ISSA) and has experience in designing micro surfacing mixtures.

Submit the proposed mix design with supporting test data indicating compliance with all mix design criteria. Allow the Engineer a maximum of two weeks to either conditionally verify or reject the mix design.

Meet the requirements provided in Table 335-4. After the mix design has been approved, no substitutions to the mix design will be permitted, unless approved by the Engineer. The Engineer will consider inadequate field performance of a mix as sufficient evidence that the properties of the mix related to the mix design have changed, and the Engineer will no longer allow the use of the mix design. The project will be stopped until it is demonstrated that those properties, or issues, have been sufficiently addressed.

| Table 335-4 Mix Design Testing Requirements | | |
|--|---|---|
| ISSA Test No. | Property | Specification Requirements |
| ISSA TB-139 ⁽¹⁾ | Wet Cohesion: @ 30 Minutes Minimum (Set) @ 60 Minutes Minimum (Traffic ¹) | 12 kg-cm Minimum 20 kg-cm or Near Spin Minimum |
| ISSA TB-109 | Excess Asphalt by Loaded Wheel Tester (LWT) Sand Adhesion | 50 g/ft ² Maximum |
| ISSA TB-114 | Wet Stripping | 90% Minimum |

| | | |
|----------------------------|---|--|
| ISSA TB-100 | Wet-track Abrasion Loss: One-hour Soak Six-day Soak | 50 g/ft ² Maximum 75 g/ft ² Maximum |
| ISSA TB-147 | Lateral Displacement Specific Gravity after 1,000 Cycles of 125 lb. | 5% Maximum 2.10 Maximum |
| ISSA TB-113 ⁽¹⁾ | Mix Time @ 77°F (25°C) | Controllable to 120 Seconds Minimum |

(1) The Cohesion test and Mixing Time test should be checked and reported for the highest temperatures expected during construction.

The mix design must clearly show the proportions of aggregate, emulsified asphalt, mineral filler, water, and additive usage based on the dry weight of the aggregate. Meet the mix design component material requirements provided in Table 335-5.

| Table 335-5 Mix Design Component Material Requirements | |
|---|--|
| Component Materials | Specification Requirements |
| Residual Asphalt | 5.5 to 10.5% (by dry weight of aggregate) |
| Mineral Filler | 0.5 to 3.0% (by dry weight of aggregate) |
| Polymer-based Modifier | Minimum of 3.0% (solids based on asphalt weight content) |
| Additives | As needed |
| Water | As required to produce proper mix consistency |

The materials (aggregates, emulsion, mineral filler, and additives) must be from the same source, grade, and type used to develop the approved mix design. Any substitutions or alternate supplies must be preapproved by the Contractor's Engineer. Changes in the aggregate source or emulsion source require re-validating the mix design and the performance properties. Blending, comingling and otherwise combining materials from two or more sources, grades or types is strictly prohibited. Aggregate stockpiles and emulsion material should be located at or near the job site in sufficient quantity for the job or designated parts of the job.

335-4 Equipment.

335-4.1 General:

Maintain all equipment, tools, and machines used in the performance of this work in satisfactory working condition at all times to ensure a high-quality product.

335-4.2 Mixing Equipment:

Use a machine specifically designed and manufactured to place micro-surfacing. Truck-mounted and self-loading continuous machines are acceptable. Mix the material with an automatic-sequenced, self-propelled micro surfacing mixing machine. It shall be a continuous-flow mixing unit able to accurately deliver and proportion the mix components through a revolving multi-blade, double-shafted mixer and to discharge the mixed product on a continuous-flow basis. The machine shall have sufficient storage capacity for all mix components to maintain an adequate supply to the proportioning controls. Four truck-mounted machines will be required for all

projects or roads one-half mile or less in length.

Self-loading continuous machines shall be capable of loading materials while continuing to lay micro surfacing, thereby minimizing construction joints. Two self-loading machines will be required on all projects or roads greater than one half mile in length. Self-loading continuous machines shall be equipped to allow the operator to have full control of the forward and reverse speeds during applications of the micro surfacing material and shall be equipped with opposite-side driver stations to assist in alignment. The self-loading device, opposite-side driver stations, and forward and reverse speed controls shall be original equipment-manufacturer design.

335-4.3 Proportioning Device:

Provide and properly mark individual volume or weight controls for proportioning each material to be added to the mix (i.e., aggregate, mineral filler, emulsified asphalt, additives, and water).

335-4.4 Spreading Equipment:

Agitate and spread the mixture uniformly in the spreader box by means of twin-shafted paddles or spiral augers fixed in the spreader box. Provide a front seal to ensure no loss of the mixture at the road contact point. The rear seal shall act as a final strike-off and shall be adjustable. The spreader box and rear strike-off shall be so designed and operated that a uniform consistency is achieved and a free flow of material is provided to the rear strike-off. The spreader box shall have suitable means to hydraulically adjust the box width automatically while traveling behind the mixing unit, and be able to side shift the box to compensate for variations in the pavement geometry.

335-4.4.1 Secondary Strike-off:

Provide a secondary strike-off to improve surface texture. The secondary strike-off shall have the same adjustments as the spreader box. No burlap drags will be permitted on the final applications.

335-4.4.2 Rut-filling Equipment:

When required by the Contract Documents, micro surfacing material may be used to fill ruts, utility cuts, depressions in the existing surface, etc. When rutting or deformation is less than 1/2 inch, a full-width scratch course may be applied with the spreader box using a metal or stiff rubber strike-off. Ruts of 1/2 inch or greater in-depth shall be filled independently with a rut-filling box, either five or six feet in width. Ruts that are in excess of 1 1/2 inches in depth may require multiple applications with the rut-filling box to restore the cross-section.

When a rut box is used, emulsified asphalt content may be reduced by 0.5% of the mix design target. Any reduction of emulsified asphalt content must be within the tolerance of the job mix formulation listed in the mix design. Material placed with the rut-filling box shall have a 1/4 inch crown to allow for traffic consolidation. Before placing subsequent lifts, allow all rut-filling material to cure under traffic for at least 24 hours.

335-4.5 Auxiliary Equipment:

Provide suitable surface preparation equipment, traffic control equipment, hand tools, and any other support and safety equipment necessary to perform the work.

335-5 Calibration.

Calibrate each mixing unit to be used in the performance of the work in the presence of the Engineer before the start of construction. Previous calibration documentation covering the exact materials to be used may be acceptable, provided that no more than 60 days have lapsed. Document the individual calibration of each material at various settings, which can be related to the machine metering devices. Do not utilize any mixing unit on the project until the calibration has been completed and approved by the Engineer. Any component replacement affecting material proportioning requires that the machine be recalibrated. No machine will be allowed to work on the project until the calibration has been completed and accepted.

335-6 Weather Limitations.

Do not apply micro surfacing if either the pavement or air temperature is below 50°F. Do not apply micro surfacing when there is the possibility that the finished product will freeze within 24 hours. Do not apply micro-surfacing in the rain or when there is standing water on the pavement. The mixture shall not be applied when weather conditions prevent opening to traffic within a reasonable amount of time, as determined by the Engineer.

335-7 Surface Preparation.

335-7.1 General:

Remove any thermoplastic striping materials and retro-reflective pavement markers in the areas to be micro surfaced. Provide temporary striping as necessary to comply with Contract Documents. Immediately before applying the micro-surfacing, clear the surface of all loose material, silt spots, vegetation, and other material that will negatively affect the quality of the micro-surfacing, utilizing any standard cleaning method. If water is used for cleaning, allow any unsealed cracks to dry thoroughly before applying micro-surfacing. Protect manholes, valve boxes, drop inlets, and other service entrances from the micro-surfacing mixture by a suitable method. The Engineer will approve the surface preparation before micro-surfacing. No loose aggregate, either spilled from the lay-down machine or existing on the road, will be permitted.

335-7.2 Cracks:

Pre-treat any cracks in the pavement's surface with a crack filler meeting the requirements of FDOT Developmental Specification Section 305 prior to the application of the micro-surfacing. Fill any cracks with a width greater than 1/4 inch. Do not overfill the cracks. Crack filling material must cure for a minimum of 30 days prior to application of the micro surfacing.

335-7.3 Rumble Strips:

Where shoulders are not to be micro surfaced, prevent material from being applied to or entering any rumble strip depressions. If necessary, remove any material that enters the depressions. When rumble strips are to be micro surfaced, place a scratch course to fill the depressions prior to placing the final surface course.

335-7.4 Tack Coat:

Place a tack coat on all collector roads prior to constructing a micro-surfacing course. A tack coat is not required on residential roads or between the leveling (scratch) course and the surface course provided the surface course is placed within 30 days of the leveling (scratch) course. If required, the tack coat should be type SS, type CSS, or the micro-surfacing emulsified asphalt. It may consist of one part emulsified asphalt to three parts water and should be applied with a standard distributor. The distributor shall be capable of applying the tack evenly at a rate of 0.05-0.15 gal/yd².

335-8 Application.

335-8.1 General:

Pre-wet the surface by fogging ahead of the spreader box with water. Adjust the rate of application of the fog spray to suit temperatures, surface texture, humidity, and dryness of the pavement.

The micro surfacing shall be of the desired consistency upon leaving the mixer. Carry a sufficient amount of material in all parts of the spreader box at all times so that complete coverage is obtained. Avoid overloading of the spreader box. Do not allow lumping, balling, or unmixed aggregate in the micro surfacing mixture.

Do not leave streaks, such as those caused by oversized aggregate, in the finished surface. If excess streaking develops, stop production until the situation has been corrected. Excessive streaking is defined as more than four drag marks greater than 1/2 inch wide and 4 inches long, or 1 inch wide and 3 inches long, in any 30 yd² area. Do not permit transverse ripples or longitudinal streaks of 1/4 inch in depth or greater, when measured by placing a 10-foot straight edge over the surface.

335-8.2 Rate of Application.

The average application rate shall be in accordance with Table 335-6, unless otherwise specified in the Contract Documents. Full width application rates must be maintained within ± 2 lbs/yd² of the specified rate. Application rates are based upon the weight of dry aggregate in the mixture. The maximum thickness of any single layer of micro-surfacing at the edge of the pavement shall be 1/4 inch.

| AGGREGATE TYPE | LOCATION | APPLICATION RATE ⁽¹⁾ | |
|----------------|--|--|--|
| Type II | Collectors, Local Roads, and Airport Runways | Single Application: 20-24 lbs/yd ² | Double Application (two lifts): Bottom: 14-18 lbs/yd ² Top: 16-20 lbs/yd ² Total: 30-34 lbs/yd ² |
| | Scratch or Leveling Course | As Required --- 12 lbs/yd ² (minimum) | |

(1) Application rates are based upon the weight of dry aggregate in the mixture.

335-8.3 Joints:

Prevent excessive buildup, uncovered areas, or unsightly appearance on longitudinal and

transverse joints. Provide suitable-width spreading equipment to produce a minimum number of longitudinal joints throughout the project. Place longitudinal joints on lane lines, where possible. Use half passes and odd-width passes only when absolutely necessary. Do not apply a half pass as the last pass of any area. Do not overlap longitudinal lane line joints by more than three inches. Do not construct joints having more than a 1/4 inch difference in elevation when measured by placing a 10-foot straight edge over the joint and measuring the elevation drop-off. Construct longitudinal joints so that water is not held at the joint. Construct transverse joints at the beginning and end project limits so that the elevation difference between the micro-surfacing and the adjacent pavement does not exceed 1/4 inch.

335-8.4 Mix Stability:

Produce a micro-surfacing mixture that possesses sufficient stability so that premature breaking of the material in the spreader box does not occur. The mixture shall be homogeneous during and following mixing and spreading. The mixture shall be free of excess water or emulsified asphalt and free of segregation of the emulsified asphalt and aggregate fines from the coarser aggregate. Do not spray water directly into the spreader box while applying micro surfacing material under any circumstances.

335-8.5 Handwork:

Utilize hand squeegees to provide complete and uniform coverage of micro-surfaced areas that cannot be reached with the mixing machine. Lightly dampen the area to be hand worked prior to mix placement, if necessary. Care shall be exercised to leave no unsightly appearance from handwork. When performing handwork, provide the same type of finish as that applied by the spreader box.

335-8.6 Lines:

Construct straight lines along curbs and shoulders. Do not permit runoff on these areas. Keep lines at intersections straight to provide a good appearance. If necessary, utilize a suitable material to mask off the end of streets to provide straight lines. Edge lines shall not vary by more than 2 inches horizontally.

335-8.7 Cleanup:

Remove micro surfacing mixture from all areas such as manholes, gutters, drainage structures, rumble strips, and as otherwise specified by the Engineer. On a daily basis, remove any debris resulting from the performance of the work.

335-8.8 Post Sweeping:

If required by the Engineer, broom the surface of any loose material within 48 hours after the completion of the micro surfacing. If directed by the Engineer, perform this operation again approximately seven to ten days after completion of the micro surfacing as needed. Additionally, clean the surface, as necessary, prior to application of the final pavement markings.

335-9 Quality Assurance.

335-9.1 Material Monitoring:

Provide a computerized material monitoring system with integrated material control devices that

are readily accessible and positioned so the amount of each material used can be determined at any time. Ensure the computer system is functional at the beginning of work and during each calibration. Provide a backup electronic materials counter that is capable of recording running count totals for each material being monitored. Equip the mixer with a radar ground measuring device. The computer system shall have the capability to record, display and print the following information:

1. Individual sensor counts for emulsion, aggregate, cement, water, and additive.
2. Aggregate, emulsion, and cement output in pounds per minute.
3. Ground travel distance.
4. Spread rate in pounds per square yard.
5. Percentages of emulsion, cement, water, and additive.
6. Cumulative totals of aggregate, emulsion, cement, water, and Additive.
7. Scale factor for all materials.

335-9.2 Sampling and Testing:

The Engineer shall obtain one sample of micro-surfacing mixture each day of production. The Engineer shall test each sample in accordance with FM 5-563 and FM 1-T 030 to determine the residual asphalt content and the gradation of the sample. Evaporate all water from the sample prior to testing. Determine the deviation of the test results for each sample from the mix design target values. Compare the deviation from the mix design to the mixture control tolerances shown in Table 335-7.

| Table 335-7 Aggregate and Emulsified Asphalt - Acceptance Limits | |
|---|--|
| Aggregate | Tolerance from Mix Design Target Values |
| Percent Passing No. 4 Sieve | ± 6 percent |
| Percent Passing No. 8 Sieve | ± 7 percent |
| Percent Passing No. 50 Sieve | ± 6 percent |
| Percent Passing No. 200 Sieve | ± 3.0 percent |
| Emulsified Asphalt | |
| Residual Asphalt Content of Mixture | ± 0.6 percent |

335-9.3 Application Rate:

Control the application rate for micro surfacing on a lot basis to within the “Total” range specified in 335-6. A lot will be considered as 0.10 lane miles. No additional compensation will be paid for micro surfacing application rates placed in excess of the “Total” specified range. The unit price for each deficient lot will be reduced by ten percent for each lb/yd² rate less than the “Total” specified range. For application rates outside the “Total” specified range, stop production of the mixture and make adjustments to correct the problem to the satisfaction of the Contractor’s Engineer before resuming production. Accept a pay reduction for deficient lot production or overlay the deficient area at full plan width and depth at no additional cost.

335-10 Basis of Payment.

335-10.1 General:

The micro surfacing shall be paid for at the Contract unit price per square yard, completed, and accepted. Such price and payment shall be full compensation for performing all micro-surfacing work included in this section, and shall include the cost of all materials, including the cost of the emulsified asphalt and aggregate. Crack sealing, if required, shall be paid for under the appropriate pay item.

335-10.2 Payment Items:

Payment will be made under:

| | |
|------------------------|-----------------|
| Double Micro | Per square yard |
| Single Micro | Per square yard |
| Crack Sealant | Per Gallon |
| Rut Filling (Leveling) | Per Ton |

Public Outreach:

The contractor shall distribute by hand, a typed notice to all residences and businesses on the street to be treated two weeks before and 24 hours before. The notice will be delivered no more than 24 hours prior to the treatment of the road. The notice will have a local phone number that residents may call to ask questions. The notice shall be of the door hanger type, which secures to the door handle of each dwelling. Unsecured notices will not be allowed. The contractor shall also place the notice on the windshield of any parked cars on the street. A hand distribution of this notice will be considered incidental to the contract.

F. IN-PLACE RECYCLING - RECONSTRUCTION WITH ASPHALT EMULSION AND CEMENT BLEND SPECIFICATION (FULL DEPTH RECLAMATION)

This work shall consist of the preparation of a stabilized base course composed of a mixture of the existing bituminous concrete pavement, existing base course material, emulsified asphalt, Portland cement and other additives per the mix design. The manufacturing of the stabilized base course shall be done by in-place pulverizing and blending of the existing pavement and base materials, and the introduction of asphalt emulsion, cement, and additives if called for in the Special Conditions or design mix formula. The process, which results in a stabilized base course, shall be accomplished in accordance with these specifications and conform to the lines and grades established by the engineer.

Existing asphalt pavement shall be pulverized by a method that does not damage the material below the plan depth as shown on the appropriate roadway section.

Materials:

RAP: Materials must meet all requirements specified in the 2017 Florida Department of Transportation Standard Specifications for Road and Bridge Construction 283-2, except that 98% of all material is required to pass through a 50 mm (2 inch) sieve.

Additional Base Materials: Additional base materials may be needed to meet the mix design parameter for adjusting grade elevations, as directed by the engineer, or for widening. When such additional material is required it shall be among those bases listed in FDOT Design Standards as General Use Optional Base Materials and meet applicable FDOT requirements for such. Section 285, Table 285-1 FDOT.

Asphalt Emulsion: When the mix design calls for stabilization with asphalt emulsion, utilize CSS-1h or CMS-2h, meeting the requirements of AASHTO M 208-01 (2009) and approved by the State Materials Office prior to use.

Foamed Asphalt: If the mix design calls for stabilization with foamed asphalt utilize an asphalt binder meeting the requirements of Section 916 FDOT and listed on the FDOT Department's Approved Products List.

Portland Cement: When a blend of asphalt emulsion and Portland cement is specified the Portland cement shall be type I or II and conform to the latest standard requirements of ASTM C150 and AASHTO M85. When cement is added with the emulsion no more than 2.5% shall be used on the project, unless approved by the Engineer.

Water: The water for the base course compaction and foaming additive shall be clean and free from sewage, oil, acid, strong alkalis, or vegetable matter and it shall be in sufficient supply for mixing and curing. Water of questionable quality shall be tested in accordance with the requirements of AASHTO T 26.

Soil: The soil base to be reclaimed shall be evaluated by a professional geotechnical engineering laboratory to determine suitability in the stabilization process. The soil shall be free of roots, sod, weeds and deleterious materials.

Equipment:

Road Reclaimer: Shall be originally designed for pavement reclaiming of a size equal to or larger than a Wirtgen WR 240i with comparable specifications including but not limited to: horsepower, rotor size, and injection system. The reclaimer shall be capable of pulverizing and mixing pavement, base materials, and subgrade soil to a depth of 20 inches. It shall have the capability of introducing and metering additives uniformly and accurately and that positive displacement pumps accurately meter the planned amount of asphalt emulsion into the mixture. The reclaiming machine shall mix the emulsified asphalt and cement additive thoroughly with the RAP and soil materials. The pump shall be mechanically or electronically interlocked with the ground speed of the machine. The asphalt metering system and water metering system shall be capable of continuously monitoring (GPM) flow, and totaling the quantity of water and asphalt applied into the mixing chamber. Additives shall be uniformly distributed and mixed with the pulverized material, any existing underlying material as specified.

Milling Machine: A 10 foot and a 12 foot mill, self-propelled, bi-directional, down-cutting, lateral/horizontal mixing, cold milling machine capable of pulverizing the existing asphalt (and base material as needed to a maximum depth of 14 inches) in a single pass to the depth shown on the plans will be required. The machine shall have automatic depth controls to maintain the cutting depth to within $\frac{1}{4}$ in (6 mm) of that shown on the plans and shall have a positive means for controlling cross slope elevations. A 30 foot non-contact averaging beam must be used on the mill. The use of a heating device to soften the pavement will not be permitted. Up-cutting machines shall not be permitted. Machines that only provide vertical mixing will not be

permitted.

The milling machine must be equipped with a liquid metering device capable of adjusting the flow of asphalt emulsion to compensate for any variation in the speed of the machine. The metering device shall deliver the amount of asphalt emulsion to within 0.2 percent of the required design amount by weight of pulverized bituminous material (for example, if the design requires 3.0 percent, the metering device shall maintain the emulsion amount between 2.8 percent and 3.2 percent). The asphalt emulsion pump should be of sufficient capacity to allow emulsion contents up to 3.5% by weight of pulverized bituminous material. Also, automatic digital readings will be displayed for both the flow rate and total amount of pulverized bituminous material and asphalt emulsion in appropriate units of weight and time.

Bituminous Paver: A self-propelled high density paver having tamper bar compaction, electronic grade and cross slope control for the screed shall be utilized. The equipment shall be of sufficient size and power to spread and lay the reclaimed base mixture in one smooth continuous pass to the specified section and according to the plans. A 30 foot non-contact averaging beam must be used on the bituminous paver. To reduce material segregation, the bituminous paver must utilize a hopper insert.

Motor Grader: Shall be of sufficient size and horsepower to adequately rough grade the pulverized base and rough and finish grade the mixed and compacted base. The equipment shall be in good working order free from leaks and capable of maintaining an accurate grade and cross-slope.

Rollers: Shall be in good working order free from leaks and capable of compacting the mix to the requirements of this specification: Vibratory rollers shall be a minimum of 10 tons and capable of rolling in either vibratory or static mode. Three wheel static rollers shall be a minimum of 11 tons. Pneumatic tire rollers shall have a minimum of 9 oscillating wheels with smooth, low pressure tires (pressure shall be equally matched in all tires within 5 PSI) and weigh at least 28 tons. Initial compaction shall be accomplished by either single or dual drum vibratory or three wheel roller static rollers.

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

Cement Delivery Equipment: Ensure cement is spread uniformly and accurately during the recycling process with an Integrated binder spreader system, capable of spreading in various widths by opening or closing panels and micro processor-controlled metering cells for precise metering of the cement. The spreader shall be mounted on the Road Reclaimer, have digital and automated controls and be dust free. Minimize the amount of airborne cement dust to the satisfaction of the Engineer and in accordance with OSHA regulations.

A cement spreader can only be used if milling machines are required. The cement spreader shall be equipped with a bag house and curtains and be capable of spreading 25 tons at one time before being reloaded. Cement will not be allowed to be spread with spreader bars from a tanker.

Experience: All contractors and their subcontractors shall be FDOT prequalified in the work classes of drainage, flexible paving, grading, and hot plant-mixed bituminous courses. Bidders must submit with

the bid a minimum of five In-Place Recycling-Reconstruction (with emulsion and cement blend stabilization) project references from a City or County in the State of Florida, that have been completed within the past two years. Minimum experience requirement must be met by the Prime Bidder and not the proposed sub-contractor for this project. Bidders are required to submit detailed information: indicating the project date, number of square yards treated in each and phone number of the government official in charge of each project. Contractor shall be capable of meeting all the requirements of this specification at the time of the bid. The contractor shall have in their possession at the time of bidding, three or more Road Reclaimers and two or more Milling Machines as described in the equipment section of the specification. Staff shall have the option to inspect the Contractor's equipment and if found deficient, it shall be the basis for rejection of Contractor's bid.

Construction:

Layout: The Contractor will be responsible for the string lining and lay out of the roadway prior to paving. Elevations of the existing road must be referenced at sufficient intervals to ensure the reclaimed roadway elevation, template and cross slope are as previously planned after the final wearing surface is placed. Method for layout and line and elevation reference must be approved by the engineer prior to beginning work.

Weather and Seasonal limitations: The base shall not be mixed or placed while the atmospheric temperature is below 40 deg F (2 deg C) or when conditions indicate that the temperature may fall below 35 deg F (2 deg C) within 24 hours, or when the weather is foggy or rainy, or when the soil or sub grade is frozen.

Mix Design: Prior to construction, obtain an adequate number of core samples to develop the mix design(s). Representative samples of the asphalt pavement material, underlying base material, and virgin materials, where applicable, shall be supplied to an independent, nationally accredited laboratory with no partnership with the emulsion supplier, for testing to determine the proportions of asphalt emulsion and cement needed to produce a mix design meeting the requirements of Table 198-1. The optimum binder content shall be the binder content that results in the highest wet tensile strength while also having 70% retained tensile strength compared to the dry strength and additionally has a minimum 3500 pounds Marshall stability. Cement shall be used at a minimum dosage rate of 1% and at a maximum dosage rate of 2.5% by dry weight of reclaimed material. Cement amounts greater than 2.5% will only be allowed if approved by the engineer. The mix design shall be signed and sealed by a professional engineer and submitted to the Engineer prior to use for approval.

| Table 198-1 Mix Design Criteria | | |
|---|---|----------|
| Test | Test Method Number | Criteria |
| Gradation of reclaimed material | AASHTO T 27-11 | Report |
| Determination of optimum binder content | | |
| Compaction effort at optimum fluids content. Marshall Compactor; 50 blows/side or Superpave Gyratory Compactor, 100 mm diameter specimens, 30 gyrations. Density determination. | Asphalt Institute MS 14, Appendix F. ASTM D6926-10 AASHTO T 312-12 FM 1-T 166 | Report |

| | | |
|---|------------------------|---|
| Marshall stability Cure at 60°C to constant weight. Test at 40°C. | ASTM D6927-06 | 3500 lbs. minimum stability |
| Resistance of compacted bituminous mixture to moisture induced damage. 55 to 75% vacuum saturation, water bath at 25°C for 23 hours, last hour in water bath at 40°C. | AASHTO T 283-07 (2011) | 70% minimum retained tensile strength |

Widening: When the existing base is to be widened, the Contractor shall excavate the shoulder from the edge of the existing pavement to at least 6 inches beyond the planned new width of the base prior to pulverization. All costs involved in collecting, hauling, and disposing of these materials shall be borne by the Contractor.

The bottom of the trench shall be kept free of loose soil and vegetation. Reclaimed existing roadway parent materials or approved base material (those bases listed in FDOT Design Standards as General Use Optional Base Materials) shall be placed in the excavation uniformly and without loss or contamination. The Contractor shall correct all areas of irregular grade or deficient thickness and shall remove and replace material contaminated with soil, organic material, or debris.

After the final pass of the recycler, soil shall be drawn up against the widening material to close the excavation, and the shoulder shall be graded and compacted to produce a firm, even surface.

Additional Material: When additional material is to be added to correct cross slope deficiencies or change elevation as directed by the engineer, approved base material (those bases listed in FDOT Design Standards as General Use Optional Base Materials) shall be placed on the roadway prior to final pass for pulverization and mixed uniformly with the existing material.

Pulverization: The existing pavement and base material shall be pulverized and blended to the depth required so the entire mass of material shall be uniformly graded to the following gradation:

Table 198-2

| SIEVE SIZE | PERCENT PASSING |
|------------|-----------------|
| 2" | 98 - 100 |
| 1-1/2" | 95 |

Material gradation may vary due to local aggregates and conditions. Multiple passes of the reclaimer may be necessary to achieve the required gradation.

The asphalt emulsion or asphalt and water (to produce a foamed asphalt) shall be introduced into the mix through the reclaimer uniformly and accurately and metered such that areas are of equal consistency and moisture content. The reclaimed material and additives shall be combined in place to meet the requirements specified in such proportions that the reclaimed mixture is of acceptable composition and stability. Before the start and at the end of each day's work and at any time requested, the engineer must be permitted access to the mixing equipment in order to read the meter to verify the quantity of asphalt emulsion applied during the day's work. Field adjustments shall be made as necessary to the recommended mix design under the guidance of a

knowledgeable and competent technician or superintendent to obtain a satisfactory reclaimed mixture of consistent composition and stability throughout the Project.

After the material has been processed, it shall be compacted to the lines, grades, and depth required. Water may be applied to ensure optimum moisture content at the time of mixing and compaction.

Compaction: Commence rolling with self-propelled rollers as required by this technical provision at the low side of the course, except leave 3 to 6 inches from any unsupported edge or edges unrolled initially to prevent distortion. Density readings shall be taken by Contractor's licensed nuclear gauge operator and witnessed by the Engineer/inspector.

Rollers shall move at a uniform speed that shall not exceed 8 km/hour (5 miles/hour). For static rollers, the drive drum normally shall be in the forward position or nearest to the paver. Vibratory rollers shall be operated at the speed, frequency and amplitude required to obtain the required density and prevent defects in the mat.

The number, weight and type of rollers furnished shall be sufficient to obtain the required compaction of the reclaimed material. The field density of the compacted mixture shall be at least 94 percent of the maximum density of laboratory specimens prepared from samples of the base material taken from the material in place. The specimens shall be compacted in accordance with AASHTO T-180. The in-place field density shall be determined in accordance with ASTM D 2922.

Any pavement shoving or other unacceptable displacement shall be corrected. The cause of the displacement shall be determined and corrective action taken immediately and before continuing rolling. Care shall be exercised in rolling the edges of the reclaimed mixture so the line and grade of the edge are maintained.

At the end of each day's production, a transverse construction joint shall be formed by a header or by cutting back into the compacted material to form a true vertical face free of loose material. The protection provided for construction joints shall permit the placing, spreading, and compacting of base material without injury to the work previously laid. Where it is necessary to operate or turn any equipment on the completed base course, sufficient protection and cover shall be provided to prevent damage to the finished surface. A supply of mats or wooden planks shall be maintained and used as approved and directed by the Engineer.

Finishing: Finishing operations shall be completed and the base course shall conform to the required lines, grades, and cross section. If necessary, the surface shall be lightly scarified to eliminate any imprints made by the compacting or shaping equipment. The surface shall then be recompacted to the required density. Correct all irregularities greater than ½" over ten feet to the satisfaction of the engineer.

Protection and Curing: After the base course has been finished as specified herein, it shall be protected against drying for a period of 2 to 3 days by the application of a prime coat as specified in FDOT Standard Specifications section 300 at a rate of not less than 0.15 gal/sy or a sacrificial HMA paving 4.75 mix as per Dev 337 on collector & arterial roads with over 10,000 ADT. Both are incidental and will be included in the In-Place Recycling price. The curing method shall begin as soon as possible, but no later than 24 hours after the completion of finishing operations. The finished base course shall be kept moist continuously until the curing material is placed.

If performed, micro fracturing will be performed within 48 to 72 hours after the chemical

admixtures have been introduced into the reclaimed base.

At the time the prime coat or 4.75 mix is applied, the surface shall be dense, free of all loose and extraneous material, and shall contain sufficient moisture to promote adhesion of the bituminous material.

To prevent equipment from marring or damaging the completed work, protect finished portions of base used by equipment.

Do not allow traffic on the reclaimed base until it is assured the reclaimed base surface will not distort, shove, or ravel under the anticipated vehicular loading.

Thickness: The average thickness of the base constructed during one day shall be within 1/2 inch (12 mm) of the thickness required, except that the thickness of any one point may be within 3/4 inch (19 mm) of that required. Where the average thickness shown by the measurements made in one day's construction is not within the tolerance given, the Engineer shall evaluate the area and determine if, in his/her opinion, it shall be reconstructed at the Contractor's expense or the deficiency deducted from the total material in place.

Sampling and Testing:

Quality Control: Perform the following quality control tests at the prescribed frequency. Randomly determine sample locations in accordance with ASTM D 3665-12 or equivalent. Reclaimed material gradation: Determine the percent passing the following sieve sizes: 3 inches and 2 inches. Obtain a sample at a frequency of one sample per 5,000 SY. Meet the requirements of Table 198-2. If the requirements of Table 198-2 are not met, adjust the pulverization operation so that the resultant material will meet specification requirements or to the satisfaction of the Engineer.

Moisture/density relationship of reclaimed base: Establish a wet/dry density relationship for density specification compliance by obtaining a sample at a frequency of once per 5000 square yards for Modified Proctor (AASHTO T-180) determination. Determine the moisture content in accordance with AASHTO T 110-03 (2011), AASHTO T 265-12, or ASTM D 4643-08.

In-place field density: Perform one nuclear density test per 1000 square yards. The dry field density (i.e. corrected gauge wet density) of the compacted mixture shall average at least 96.0 percent of the maximum laboratory dry density as determined by modified proctor. No individual density test shall be lower than 94.0 percent of the maximum laboratory dry density. If one density test is below 94.0 percent or two consecutive density tests are below 96.0 percent of the maximum laboratory dry density, cease production and resolve the issue to the satisfaction of the Engineer before resuming production.

Marshall stability: Perform Marshall stability testing twice per day or once per day if less than 1500 square yards is reclaimed. Meet the requirements of Table 198-1. If the Marshall stability does not meet the requirements of Table 198-1, cease production and resolve the issue to the satisfaction of the Engineer before resuming production. Retained tensile strength: Perform retained tensile strength testing twice per day or once per day if less than 1500 square yards is reclaimed. Meet the requirements of Table 198-1. If the retained tensile strength does not meet the requirements of Table 198-1, cease production and resolve the issue to the satisfaction of the Engineer before resuming production.

Depth of mixing: Determine the depth of mixing at least once per 250 square yards. Meet the requirements of **Thickness**.

Cross slope measurement: Meet the requirements of Table 330-4 FDOT 2017.

Additional sampling and testing may be required if significant changes in the characteristics of the reclaimed material are observed, such as a much coarser or finer gradation or a noticeable difference in asphalt content, or when there is considerable variability in the field test results.

All delivery tickets and notes regarding any materials brought to the project site to complete this Contract must be given to the Engineer/Inspector upon delivery to the project site.

Method of Measurement: If a pay item is listed on the unit price proposal for work required in this Technical Provision, the quantity to be paid shall be as specified in the unit price proposal, including all items of work described herein. Any item necessary for In-Place Recycling-Reconstruction with Asphalt Emulsion and Cement, and not specifically listed in another item in the unit price proposal, shall be included in the SY Price for Pulverization including but not limited to shaping, compacting, finish grading, sacrificial 4.75 mix, prime coat, sanding prime coat, etc. Cost for introduction of asphaltic cement into the mixture shall be included in the per GL cost for Asphalt Emulsion. Cost for excavation for widening will be included in the CY Price for Excavation. Cost for additional materials needed for widening or adjustment of grade as directed by the engineer shall be included in the per TON Price for General Use Optional Base Material.

Basis of Payment: The quantities to be paid for under this Technical Provision shall be included in the Square Yard price for In-Place Recycling-Reconstruction, (Pulverization), the per Gallon price for Asphalt Emulsion, the per ton price for Portland Cement, the per Cubic Yard price for Excavation and the per TON price for General Use Optional Base Material. The Unit prices include all items listed in the contract, including all General Conditions, Special Conditions and Technical Provisions pertaining to In-Place Recycling-Reconstruction with Asphalt Emulsion and Cement, including all items of work described herein. No additional payment will be provided for any item necessary for the completion of this contract as detailed in the specifications.

Warranty: The Contractor shall provide the City or County upon final acceptance of the In-Place Recycling-Reconstruction with Asphalt Emulsion and Cement work, a warranty period of three years (36 months) which shall include all materials and workmanship.

The Contractor shall have been doing business in the State of Florida for at least four years from the date of this bid and have full time experienced personal to respond to any warranty issues within 24 hours. The Contractor can be called to preform work or warranty work at any time of the year as needed by the City or County. The Contractor must have a full-time presence with an office, experienced personal and the proper equipment in Florida to respond 365 days a year.

G. ASPHALT REJUVENATION

Description: The work specified in this section shall consist of furnishing all labor, material, and equipment necessary to perform all operations for the application of an asphalt rejuvenating agent to asphaltic concrete surface courses.

The rejuvenation of surface courses shall be by spray application of a maltene-based cationic rejuvenating agent composed of petroleum oils and resins emulsified with water. All work shall be following the specifications, the applicable drawings, and subject to the terms and conditions of this

contract.

Materials: The asphalt rejuvenating agent shall be an emulsion composed of a petroleum resin oil base uniformly emulsified with water. Each bidder must submit a bid with a certified statement from the asphalt rejuvenator manufacturer showing that the asphalt rejuvenating emulsion conforms to the required physical and chemical requirements.

| | Test Methods | | Requirements | |
|--|--------------|-----------|----------------|------|
| | ASTM | AASHTO | Min | Max |
| Tests on Emulsion | | | | |
| Viscosity @ 25°C, SFS | D-244 | T-59 | 15 | 40 |
| Residue, % W ¹ | D-244(Mod.) | T-59(Mod) | 60 | 65 |
| Miscibility Test ² | D-244(Mod.) | T-59(Mod) | No Coagulation | |
| Sieve Test, %W ³ | D-244(Mod.) | T-59(Mod) | | 0.1 |
| Particle Charge Test | D-244 | T-59 | Positive | |
| Percent Light Transmittance ⁴ | | | | 30 |
| Tests on Residue from Distillation: | | | | |
| Flash Point, COC, °C | D-92 | T-48 | 196 | |
| Viscosity @ 60°C, cSt | D-445 | - | 100 | 200 |
| Asphaltenes, %w | D-2006-70 | - | | 1.00 |
| Maltene Dist. Ratio ⁵ | D-2006-70 | - | 0.3 | 0.6 |
| PC/S Ratio ⁵ | D-2006-70 | - | 0.5 | |
| Saturated Hydrocarbons,S ⁵ | D-2006-70 | - | 21 | 28 |

1. ASTM D-244 Modified Evaporation Test for percent of residue is made by heating 50 gram sample to 149°C (300°F) until foaming ceases, then cool immediately and calculate results.
2. Test procedure identical with ASTM D-244-60 except that .02 Normal Calcium Chloride solution shall be used in place of distilled water.
3. Test procedure identical with ASTM D-244 except that distilled water shall be used in place of two percent sodium oleate solution.
4. Procedure for Determining Percent Light Transmittance on Asphalt Rejuvenating Agent:
 - a. Scope: This procedure covers the determination of percent light transmittance of the asphalt rejuvenating agent.
 - b. Apparatus:
 1. Container may be glass, plastic or metal having a capacity of 6,000 ml.
 2. Graduated cylinder, 1,000 ml, or greater
 3. Light transmittance measuring apparatus, such as Bausch and Lomb or Lumberton spectrophotometer
 4. Graduated pipette having 1 ml capacity to 0.01 ml accuracy
 5. Suction bulb for use with pipette
 6. Test tubes compatible with spectrophotometer, 3/4" X 6, Bausch and Lomb, Catalog No. 33-17-81, (B&L)
 - c. Calibration of spectrophotometer:
 1. Calibrate spectrophotometer as follows:
 - a. Set wavelength at 580 mu,
 - b. Allow spectrophotometer to warm-up thirty minutes,
 - c. Zero percent light transmittance (%LT) scale,

- d. Rinse test tube three times with tap water and fill to top of circle marking on B&L test tube or approximately 2/3 full,
- e. Place tube in spectrophotometer and set %LT scale at 100, and,
- f. repeat steps (c) and (e) two times or until no further adjustments are necessary.

d. Procedure:

1. Shake, stir or otherwise thoroughly mix emulsion to be tested. Place sample of emulsion in beaker and allow to stand one minute.
 2. Place 2,000 ml tap water in container.
 3. Suck 1.00 ml emulsion into pipette using suction bulb. Wipe off outside of pipette.
 4. Using suction bulb, blow emulsion into container.
 5. Rinse pipette by sucking in diluted emulsion solution and blowing out.
 6. Clean pipette with soap or solvent and water. Rinse with acetone.
 7. Stir diluted emulsion thoroughly.
 8. Rinse out tube to be used with the diluted emulsion three times and fill to top of circle.
 9. Calibrate spectrophotometer.
 10. Place diluted emulsion sample tube in spectrophotometer, cover and read %LT to nearest tenth.
 11. Repeat steps 9 and 10 until three identical consecutive readings are achieved.
 12. The elapsed time between addition of emulsion to dilution of water and final %LT reading should not exceed 5 minutes.
5. Chemical Composition by ASTM Method D-2006-70:

$$\frac{PC + A_1}{S + A_2}$$

$$S + A_2$$

PC = Polar Compounds, A_1 = First Acidaffins

A_2 = Second Acidaffins, S = Saturated Hydrocarbons

The rejuvenating agent shall have a record of satisfactory service as an asphalt rejuvenating agent and in depth sealer. Satisfactory service shall be based on the capability of the material to decrease the viscosity of the asphalt binder and provide an in-depth seal.

The bidder must submit with his bid the manufacturer's certification that the material proposed for use is in compliance with the specification requirements. The bidder must submit with his bid previous use documentation and test data conclusively demonstrating that; the rejuvenating agent has been used successfully and that the asphalt rejuvenating agent has been proven to perform, as heretofore required, through field testing as to the required change in asphalt binder viscosity. Testing data shall be submitted indicating such product performance on a sufficient number of projects to insure product consistency and reasonable life expectancy.

Material Performance: The asphalt rejuvenating agent shall have the capability to penetrate the asphalt pavement surface. The asphalt rejuvenating agent shall be absorbed and incorporated into the asphalt binder. Verification that said incorporation of the asphalt rejuvenating agent into the asphalt binder has been effected shall be by analysis of the chemical properties the asphalt binder.

The viscosity shall be reduced by a minimum of 25% for a pavement two years or less in age, and reduced by a minimum of 40% for a pavement greater than two years in age as determined by dynamic shear rheometer (DSR) method for asphalt testing in accord with AASHTO T315-05. This

analysis shall apply to extracted asphalt binder, taken from cores extracted fifteen to thirty days following application, in the upper 3/8 inch of pavement. In addition, the treated areas shall be sealed in-depth to the intrusion of air and water.

The Engineer will require that untreated and treated core samples, a minimum of six inches in diameter, be removed by the Contractor at locations indicated by the Engineer. The treated core sample shall be taken in the same lane in close proximity to each untreated sample. A minimum of one untreated and treated core sample shall be taken for each pavement group or one per 50,000 square yards of treated pavement in each pavement group.

Equipment:

Distributor: The distributor for spreading the emulsion shall be self-propelled, and shall have pneumatic tires. The distributor shall be designed and equipped to distribute the asphalt rejuvenating agent uniformly on variable widths of surface at readily determined and controlled rates from 0.04 to 0.5 gallons per square yard of surface, and with an allowable variation from any specified rate not to exceed 5% of the specified rate.

Distributor equipment shall include full circulation spray bars, pump tachometer, volume measuring device and a hand hose attachment suitable for application of the emulsion manually to cover areas inaccessible to the distributor. The distributor shall be equipped to circulate and agitate the emulsion within the tank.

The rate of application shall be controlled by an onboard computer control system designed to uniformly and consistently control the selected application rate in gallons per square yard regardless of the forward speed of the distributor truck.

A check of distributor equipment as well as application rate accuracy and uniformity of distribution shall be made when directed by the Engineer.

Sand Truck: The truck used for sanding shall be equipped with a spreader that allows the sand to be uniformly distributed onto the pavement. The spreader shall be able to apply 1/2 pound to 3 pounds of sand per square yard in a single pass. The spreader shall be adjustable so as not to broadcast sand onto driveways or to lawns.

The sand to be used shall be manufactured sand free flowing, without any leaves, dirt, stones, etc. Any wet sand shall be rejected from the job site.

Any equipment that is not maintained in full working order, or is proven inadequate to obtain the results prescribed, shall be repaired or replaced at the direction of the Engineer.

Calibration: Distributor-Prior to construction, calibrate the distributor in accordance with ASTM D2995-99 in the presence of the Engineer. The distributor shall be moving forward at the proper application speed at the time the spray bar is opened. If at any time a nozzle becomes clogged or not spraying a proper pattern, the operation shall be immediately halted until repairs are made.

Sand Spreader- Prior to construction, calibrate the spreader in accordance with ASTM D5624-02, in the presence of the Engineer. The allowable deviation in the amount of manufactured sand spread on each of the rubber mats shall not exceed plus or minus 1 pound per square yard in the transverse direction, or plus or minus 1 pound per square yard in the longitudinal direction, from

the design application rate.

Construction:

Layout: The Contractor will be responsible for the lay out of the roadway and project planning and sequencing to meet traffic control requirements prior to paving.

Weather and Seasonal Limitations: The asphalt-rejuvenating agent shall not be applied to a wet surface or when rain is occurring or the threat of rain is present immediately before placement. The surface treatment shall not be applied when the temperature is less than 40° in the shade. When applying emulsions, the temperature of the surface shall be a minimum of 59°F, and no more than 140°F.

If unexpected rain occurs prior to material penetration and sanding, the agent shall be reapplied at no cost to the county. Further, the contractor's traffic control and project monitoring shall continue until the application has penetrated, area has been sanded and the resultant surface is not slippery or dangerous to vehicular travel.

Preparation of Surface: The contractor will be responsible for blowing or sweeping the road immediately ahead of the application operation to make sure the road is free of standing water, dirt, loose aggregate and other debris. The surface shall be clean and dry prior to the application.

Application of asphalt rejuvenating emulsion: The asphalt-rejuvenating agent shall be applied by a distributor truck at the temperature recommended by the manufacturer and at the pressure required for the proper distribution. The emulsion shall be so applied that uniform distribution is obtained at all points of the areas to be treated. Distribution shall be commenced with a running start to insure full rate of spread over the entire area to be treated. Areas inadvertently missed shall receive additional treatment as may be required by hand sprayer application.

Material Placement: Application of asphalt rejuvenating agent shall be on one-half width of the pavement at a time. When the second half of the surface is treated, the distributor nozzle nearest the center of the road shall overlap the previous application by at least one-half the width of the nozzle spray. In any event the centerline construction joint of the pavement shall be treated in both application passes of the distributor truck.

Before spreading, the asphalt rejuvenating agent shall be blended with water at the rate of two parts rejuvenating agent to one part water, by volume or as specified by the manufacturer. The combined mixture of asphalt rejuvenating agent and water shall be spread at the rate of 0.04 to 0.10 gallons per square yard, or as approved by the Engineer following field testing.

Where more than one application is to be made, succeeding applications shall be made as soon as penetration of the preceding application has been completed and the Engineer grants approval for additional applications. Grades or super elevations of surfaces that may cause excessive runoff, in the opinion of the Engineer, shall have the required amounts applied in two or more applications as directed. After the street has been treated, the area within one foot of the curb line on both sides of the road, when directed shall receive an additional uniformly applied treatment of the asphalt rejuvenating emulsion as directed by the engineer.

The Contractor shall furnish a quality inspection report showing the source, manufacturer, and the date shipped, for each load of asphalt rejuvenating agent. When directed by the Engineer, the Contractor shall take representative samples of material for testing.

Test Strip for Application Rate: Prior to start of the project, the contractor shall perform test strip applications as directed by the engineer. Test strips shall be performed for each pavement group of similar age and type within the project area.

The test strips shall be applied at a minimum width of 6 feet and for a length of 50 feet. A total of three test strips shall be applied at application rates of 0.04, 0.08 and 0.10 gallons per square yard, respectively. The time, in minutes, for essentially complete absorption of the asphalt rejuvenating emulsion shall be recorded for each test strip. The optimal rate to be used in a given area shall be that rate essentially absorbed within 30 minutes.

In the event that all three of the standard test rates are absorbed completely within the 30 minute timeframe, then the Contractor and the Engineer shall agree on a fourth test strip application rate.

Upon completion of the test strips for each pavement group, the Engineer will determine the final application rate to be applied to each pavement group.

Sanding/Blotting: After the rejuvenating emulsion has penetrated, and when recommended by the Contractor and approved by the Engineer, a coating of dry manufacture sand shall be applied to the surface in sufficient amount to protect the traveling public as required.

All manufactured sand used during the treatment must be removed no later than 24 hours after treatment of a roadway. This shall be accomplished by a combination of hand and mechanical sweeping. All turnouts, cul-de-sacs, etc. must be cleaned of any material to the satisfaction of the Engineer. Street sweeping will be included in the price bid per square yard for asphalt rejuvenating emulsion.

If, after manufactured sand is swept and in the opinion of the Engineer a hazardous condition exists on the roadway, the contractor must apply additional manufactured sand and sweep same no later than 24 hours following reapplication. No additional compensation will be allowed for reapplication and removal of materials.

Handling of Asphalt Rejuvenating Agent: Contents in tank cars or storage tanks shall be circulated at least 45 minutes before withdrawing any material for application. When loading the distributor, the asphalt rejuvenating agent concentrate shall be loaded first and then the required amount of water shall be added. The water shall be added into the distributor with enough force to cause agitation and thorough mixing of the two materials. To prevent foaming, the discharge end of the water hose or pipe shall be kept below the surface of the material in the distributor that shall be used as a spreader. The distributor truck will be cleaned of all of its asphalt materials, and washed out to the extent that no discoloration of the emulsion may be perceptible. Cleanliness of the spreading equipment shall be subject to the approval and satisfaction of the Engineer.

Street Sweeping: The Contractor shall be responsible for sweeping and cleaning of the streets after treatment. All sand used during the treatment must be removed no later than 48 hours after treatment of the street. This shall be accomplished by a combination of hand and mechanical sweeping. All turnouts, cul-de-sacs, etc. must be cleaned of any material to the satisfaction of the Engineer.

If, after sand is swept and in the opinion of the Engineer a hazardous condition exists on the

roadway, the contractor must apply additional sand and sweep same no later than 24 hours following reapplication. No additional compensation will be allowed for reapplication and removal of sand.

Resident Notification: The contractor shall distribute by hand, a typed notice to all residences and businesses on the street to be treated two weeks before and 24 hours before beginning work. The notice will be delivered no more than 24 hours prior to the treatment of the road. The notice will have a local phone number that residents may call to ask questions. The notice shall be of the door hanger type, which secures to the door handle of each dwelling. Unsecured notices will not be allowed. The contractor shall also place the notice on the windshield of any parked cars on the street. Hand distribution of this notice will be considered incidental to the contract.

Traffic Control: The Contractor shall furnish all necessary traffic control, barricades, signs and flagmen, to ensure the safety of the traveling public and to all working personnel. Traffic shall not travel on fresh Asphalt Rejuvenator until penetration, in the opinion of the Engineer, has become complete and the area is suitable for traffic. The Contractor shall submit an MOT plan indicating all facets of traffic control for the project area. The MOT plan must be approved in writing by the Engineer prior to commencing any work. All traffic control shall be in accordance with the FDOT Roadway Design Standards, most current edition and TP-102. MOT and associated devices shall be checked daily and periodically throughout the project for compliance; and where adjustments or corrections are needed, prompt revisions shall be made. Traffic control is incidental to the contract work.

Method of Measurement: Asphalt rejuvenating emulsion at the Contract bid unit prices of measure is compensation in full for all costs of furnishing and applying the material as specified, including cleaning the existing pavement, stationing, purchase of aggregate, delivery of aggregate, all labor, equipment, and materials necessary for the placement of the asphalt rejuvenating emulsion, sweeping of any loose material after construction and other requirements as specified. Traffic control for maintaining traffic for constructing asphalt rejuvenating emulsion, removal and repair of test cores shall be considered incidental to the work unless specified elsewhere in the plans or proposal.

Payment for removal of untreated and treated cores shall be paid for as each at the unit price bid for Test Core Removal.

Payment for laboratory analysis of untreated and/or treated test cores shall be paid for as each at the unit price bid for Test Core Laboratory Analysis.

Basis of Payment:

Payment will be made under:

| | |
|--|-----------------|
| Asphalt Rejuvenating Emulsion | Per Square Yard |
| Test Core Removal | Each |
| Test Core Laboratory Analysis- Viscosity | Each |

H. Asphalt Rejuvenation including Titanium Dioxide- TiO₂ Enhanced Asphalt Rejuvenating Agent

The work specified in this section shall consist of furnishing all labor, material, and equipment necessary to perform all operations for the application of a penetrating polymerized asphalt rejuvenating agent to asphaltic concrete surface courses. The asphalt binder rejuvenation shall be

affected through the petroleum Maltene Replacement Technology method. In addition, and with the same penetrating carrier liquid, apply photocatalytic-grade Titanium Dioxide (TiO₂) to create a pollution reducing pavement surface. The rejuvenation of surface courses shall be by spray application of a polymerized maltene based cationic rejuvenating agent composed of petroleum oils and resins emulsified with water and containing photocatalytic titanium dioxide in a minimum parts per million at a minimum depth as hereafter specified.

All work shall be in accordance with the specifications, the applicable drawings, and subject to the contractual terms and conditions.

Materials and Performance: TiO₂ Enhanced Asphalt Rejuvenating Agent

The TiO₂ Enhanced Asphalt Rejuvenating Agent shall be an emulsion composed of a petroleum resin oil base uniformly emulsified with water. Each bidder must submit a bid with a certified statement from the TiO₂ enhanced asphalt rejuvenating agent manufacturer showing that the asphalt rejuvenating emulsion conforms to the required physical and chemical requirements:

Table 1 Test of Emulsion and on Residue

| | Test Methods | | Requirements | |
|--|--------------|-----------|----------------|------|
| | ASTM | AASHTO | Min | Max |
| Tests on Emulsion | | | | |
| Viscosity @ 25oC, SFS | D-244 | T-59 | 15 | 40 |
| Residue, %W1 | D-244(Mod.) | T-59(Mod) | 60 | 65 |
| Miscibility Test ² | D-244(Mod.) | T-59(Mod) | No Coagulation | |
| Sieve Test, %W3 | D-244(Mod.) | T-59(Mod) | | 0.1 |
| Particle Charge Test | D-244 | T-59 | Positive | |
| Percent Light Transmittance ⁴ | | | | 30 |
| | | | | |
| | | | | |
| Flash Point, COC, oC | D-92 | T-48 | 196 | |
| Viscosity @ 60oC, cSt | D-445 | - | 100 | 200 |
| Asphaltenes, %w | D-2006-70 | - | | 1.00 |
| Maltene Dist. Ratio ⁵ | D-2006-70 | - | 0.3 | 0.6 |
| PC/S Ratio ⁵ | D-2006-70 | - | 0.5 | |
| Saturated Hydrocarbons, S5 | D-2006-70 | - | 21 | 28 |

1 ASTM D-244 Modified Evaporation Test for percent of residue is made by heating 50-gram sample to 149°C (300°F) until foaming ceases, then cool immediately and calculate results.

2 Test procedure identical with ASTM D-244-60 except that .02 Normal Calcium Chloride solution shall be used in place of distilled water.

3 Test procedure identical with ASTM D-244 except that distilled water shall be used in place of two percent sodium oleate solution.

4 Procedure for Determining Percent Light Transmittance on Asphalt Rejuvenating Agent:

Scope: This procedure covers the determination of percent light transmittance of the asphalt rejuvenating agent.

b. Apparatus:

1. Container may be glass, plastic or metal having a capacity of 6,000 ml.
2. Graduated cylinder, 1,000 ml, or greater
3. Light transmittance measuring apparatus, such as Bausch and Lomb or Lumberton spectrophotometer
4. Graduated pipette having 1 ml capacity to 0.01 ml accuracy
5. Suction bulb for use with pipette
6. Test tubes compatible with spectrophotometer, 3/4" X 6, Bausch and Lomb, Catalog No. 33-17- 81, (B&L)

c. Calibration of spectrophotometer:

1. Calibrate spectrophotometer as follows:
 - a. Set wavelength at 580 m μ ,
 - b. Allow spectrophotometer to warm-up thirty minutes,
 - c. Zero percent light transmittance (%LT) scale,
 - d. Rinse test tube three times with tap water and fill to top of

circle

marking on B&L test tube or approximately 2/3 full,

e. Place tube in spectrophotometer and set %LT scale at 100, and,

f. Repeat steps (c) (e) two times or until no further adjustments necessary.

d. Procedure:

1. Shake, stir or otherwise thoroughly mix emulsion to be tested. Place sample of emulsion in beaker and allow to stand one minute.
2. Place 2,000 ml tap water in container.
3. Suck 1.00 ml emulsion into pipette using suction bulb. Wipe off outside of pipette.
4. Using suction bulb, blow emulsion into container.
5. Rinse pipette by sucking in diluted emulsion solution and blowing out.
6. Clean pipette with soap or solvent and water. Rinse with acetone.
7. Stir diluted emulsion thoroughly.
8. Rinse out tube to be used with the diluted emulsion three times and fill to top of circle.
9. Calibrate spectrophotometer.
10. Place diluted emulsion sample tube in spectrophotometer, cover and read %LT to nearest tenth.
11. Repeat steps 9 and 10 until three identical consecutive readings are achieved.
12. The elapsed time between addition of emulsion to dilution of water and final %LT reading should not exceed 5 minutes.

5 Chemical Composition by ASTM Method D-2006-70 -- (Free) Maltene Distribution Ratio (MDR) can be defined as:

PC + A1

S + A2

Where:

PC = Polar Compounds

A1 = First Acidaffins

A2 = Second Acidaffins

S = Saturated Hydrocarbons

Maltene Replacement (“Rejuvenation”) Test

The TiO₂ Enhanced Asphalt Rejuvenating Agent shall have the capability to penetrate the asphalt pavement surface and shall be absorbed and incorporated into the asphalt binder. Verification that said incorporation of the TiO₂ Enhanced Asphalt Rejuvenating Agent into the asphalt binder has been effected shall be by the petroleum maltene fraction replacement method and analysis of the chemical properties of said asphalt binder therein i.e., viscosity shall be reduced by said method.

For pavements receiving the first or original application of TiO₂ Enhanced Asphalt Rejuvenating Agent, the viscosity shall be reduced by a minimum of thirty (30%) percent as determined by the dynamic shear rheometer (DSR) method for asphalt testing in accord with AASHTO T315-05. For treatments of pavements after an initial treatment with a petroleum maltene asphalt rejuvenator, the viscosity shall be reduced by petroleum maltene replacement method a minimum of twenty percent (20%) in accord with same. This analysis shall apply to extracted asphalt binder, taken from cores extracted fifteen to thirty days following application, in the upper 3/8” of pavement. In addition, the treated areas shall be sealed in-depth to the intrusion of air and water.

The TiO₂ Enhanced Asphalt Rejuvenating Agent shall have a record of at least two years of satisfactory service as a TiO₂ enhanced petroleum maltene based emulsion asphalt rejuvenating agent and in-depth sealer. Satisfactory service shall be based on the capability of the material to decrease the viscosity of the asphalt binder by the petroleum maltene replacement method and provide an in-depth seal.

The bidder must submit with his bid the manufacturer's certification that the material proposed for use is following the specification requirements. The bidder must submit with his bid previous use documentation and test data conclusively demonstrating that; the TiO₂ Enhanced Asphalt Rejuvenating Agent has been used successfully for a period of two years by government agencies such as state, county and municipal governments or “SCMs”, etc.; and that the enhanced rejuvenating agent has been proven to perform, as heretofore required, through field testing by government agencies as to the required change in asphalt binder viscosity. Testing data shall be submitted indicating such product performance on a sufficient number of projects to ensure product consistency. In addition, field testing data shall be submitted to indicate said product performance over a testing period of two years to ensure reasonable life expectancy.

The Engineer will require that untreated and treated core samples, a minimum of four inches (4”) in diameter, be removed by the Contractor at locations indicated by the Engineer. The treated core sample shall be taken in the same lane in close proximity to each untreated sample. A minimum of one untreated and treated core sample shall be taken for each pavement group or one per 50,000 square yards of treated pavement in each pavement group.

Photocatalytic Properties Testing

TiO₂ Penetration Test:

The TiO₂ Enhanced Asphalt Rejuvenating Agent shall have a non-destructive analytical

procedure applied to determine the percent of Titanium Dioxide nanoparticles present in each two-millimeter (2mm) layer of the field core sample matrix for a minimum depth of six millimeters (6mm) from the top of the treated sample core. The method of measurement shall be by fluorescent X-ray emitted from the surface when excited by a principal X-ray source that is exceptional for the given element. A hand-held XRF analyzer may be accepted for this testing.

The minimum required concentration of Titanium Dioxide nanoparticles per each two-millimeter (2mm) section up to the minimum depth (6mm) shall be 2000 parts per million.

NO2 Reduction Effectiveness:

The TiO2 Enhanced Asphalt Rejuvenating Agent shall be verified for the effectiveness of the air pollution remediation of the Titanium Dioxide nano-particle portion of by laboratory analysis of core samples extracted from the treated pavement as directed and required by the Engineer. The cores shall be a minimum of four inches (4") in diameter and in pairs at each location directed by the Engineer. The cores shall be tested by an accredited laboratory or university with the equipment and capability to perform the following test procedures.

NO2 Reduction Test:

A photo reactor test chamber shall be employed that allow for the evaluation of the efficient photocatalytic reduction of introduced NOx gas of a known and controlled concentration within the chambers volume. The chamber light source shall be a UV lamp having a wavelength of 375 nanometers. The interior chamber environment shall be at 77°F with a constant humidity of 55% ±5%. The test total duration shall be five hours. The analysis test system shall be based on a Japanese Industrial Standard (JIS) TR Z0018 "Photocatalytic Materials-Air purification test procedure". NO removal efficiency shall be measured using a Model 42i Chemiluminescence NO-NO2-NOx Analyzer (Thermo Fisher Scientific Inc.).

The minimum NO reduction following the heretofore outlined test procedure evaluating field core samples shall average 25% for all cores tested.

Equipment

Distributor:The distributor for spreading the emulsion shall be self-propelled and shall have pneumatic tires. The distributor shall be designed and equipped to distribute the asphalt rejuvenating agent uniformly on variable widths of surface at readily determined and controlled rates from 0.04 to 0.10 gallons per square yard of surface, and with an allowable variation from any specified rate not to exceed 5% of the specified rate.

Distributor equipment shall include full circulation spray bars, pump tachometer, volume measuring device and a hand hose attachment suitable for application of the emulsion manually to cover areas inaccessible to the distributor. The distributor shall be equipped to circulate and agitate the emulsion within the tank.

The rate of application shall be controlled by an onboard computer control system designed to uniformly and consistently control the selected application rate in gallons per square yard regardless of the forward speed of the distributor truck.

A check of distributor equipment as well as application rate accuracy and uniformity of distribution shall be made when directed by the Engineer.

Aggregate Cover Truck:

The truck used for cover aggregate application shall be equipped with a spreader that allows the aggregate to be uniformly distributed onto the pavement. The spreader shall be able to apply 1/2 pound to 3 pounds of cover aggregate per square yard in a single pass. The spreader shall be adjustable so as not to broadcast cover aggregate onto driveways or to lawns.

The cover aggregate to be used shall be free flowing, without any leaves, dirt, stones, etc. Any wet aggregate shall be rejected from the job site.

Any equipment that is not maintained in full working order, or is proven inadequate to obtain the results prescribed, shall be repaired or replaced at the direction of the Engineer.

Calibration:

Distributor- prior to construction, calibrate the distributor in accordance with ASTM D2995-99 in the presence of the Engineer. The distributor shall be moving forward at the proper application speed at the time the spray bar is opened. If at any time a nozzle becomes clogged or not spraying a proper pattern, the operation shall be immediately halted until repairs are made.

Aggregate Spreader- prior to construction, calibrate the spreader in accordance with ASTM D5624-02, in the presence of the Engineer. The allowable deviation in the amount of manufactured cover aggregate on each of the rubber mats shall not exceed plus or minus 1 pound per square yard in the transverse direction, or plus or minus 1 pound per square yard in the longitudinal direction, from the design application rate.

Construction:

Layout:

The Contractor will be responsible for the lay out of the roadway and project planning and sequencing to meet traffic control requirements prior to paving.

Weather and Seasonal limitations:

The TiO₂ Enhanced Asphalt Rejuvenating Agent shall not be applied to a wet surface or when rain is occurring, or the threat of rain is present immediately before placement. The surface treatment shall not be applied when the temperature is less than 40° in the shade. When applying emulsions, the temperature of the surface shall be a minimum of 45°F, and no more than 150°F.

If unexpected rain occurs prior to material penetration and sanding, the agent shall be reapplied at no cost to the agency. Further, the contractor's traffic control and project monitoring shall continue until the application has penetrated, area has been sanded and the resultant surface is not slippery or dangerous to vehicular travel.

Preparation of Surface:

The contractor will be responsible for blowing or sweeping the road immediately ahead of the application operation to make sure the road is free of standing water, dirt, loose aggregate and other debris. The surface shall be clean and dry prior to the application.

Application of TiO₂ Enhanced Asphalt Rejuvenating Agent:

The TiO₂ Enhanced Asphalt Rejuvenating Agent shall be applied by a distributor truck at the temperature recommended by the manufacturer and at the pressure required for the proper distribution. The emulsion shall be so applied that uniform distribution is obtained at all points of the areas to be treated. Distribution shall be commenced with a running start to ensure full rate of spread over the entire area to be treated. Areas inadvertently missed shall receive additional treatment as may be required by hand sprayer application.

Material Placement of TiO₂ Enhanced Asphalt Rejuvenating Agent:

Application of TiO₂ Enhanced Asphalt Rejuvenating Agent shall be on one-half width of the pavement at a time. When the second half of the surface is treated, the distributor nozzle nearest the center of the road shall overlap the previous application by at least one-half the width of the nozzle spray. In any event the centerline construction joint of the pavement shall be treated in both application passes of the distributor truck.

Before spreading, the TiO₂ Enhanced Asphalt Rejuvenating Agent shall be blended with water at the rate of two parts rejuvenating agent to one-part water, by volume or as specified by the manufacturer. The combined mixture of asphalt rejuvenating agent and water shall be spread at the rate of 0.04 to 0.10 gallons per square yard, or as approved by the Engineer following field testing.

Where more than one application is to be made, succeeding applications shall be made as soon as penetration of the preceding application has been completed and the Engineer grants approval for additional applications. Grades or super elevations of surfaces that may cause excessive runoff, in the opinion of the Engineer, shall have the required amounts applied in two or more applications as directed. After the street has been treated, the area within one foot of the curb line on both sides of the road, when directed shall receive an additional uniformly applied treatment of the TiO₂ Enhanced Asphalt Rejuvenating Agent emulsion as directed by the engineer.

The Contractor shall furnish a quality inspection report showing the source, manufacturer, and the date shipped, for each load of TiO₂ Enhanced Asphalt Rejuvenating Agent. When directed by the Engineer, the Contractor shall take representative samples of material for testing.

Test Strip for Application Rate:

Prior to start of the project, the contractor shall perform test strip applications as directed by the engineer. Test strips shall be performed for each pavement group of similar age and type within the project area.

The test strips shall be applied at a minimum width of 6 feet and for a length of 50 feet. A

total of three test strips shall be applied at application rates of 0.04, 0.08 and 0.10 gallons per square yard, respectively. The time, in minutes, for essentially complete absorption of the asphalt rejuvenating emulsion shall be recorded for each test strip. The optimal rate to be used in a given area shall be that rate essentially absorbed within 20 minutes.

In the event that all three of the standard test rates are absorbed completely within the 20-minute timeframe, then the Contractor and the Engineer shall agree on a fourth test strip application rate.

Upon completion of the test strips for each pavement group, the Engineer will determine the final application rate to be applied to each pavement group.

Aggregate Application:

After the TiO₂ Enhanced Asphalt Rejuvenating Agent emulsion has penetrated, and when recommended by the Contractor and approved by the Engineer, a coating of dry aggregate shall be applied to the surface in sufficient amount to protect the traveling public as required.

All aggregate used during the treatment must be removed no later than 24 hours after treatment of a roadway. This shall be accomplished by a combination of hand and mechanical sweeping. All turnouts, cul-de-sacs, etc. must be cleaned of any material to the satisfaction of the Engineer. Street sweeping will be included in the price bid per square yard for asphalt rejuvenating emulsion.

If, after the aggregate is swept and in the opinion of the Engineer a hazardous condition exists on the roadway, the contractor must apply additional aggregate and sweep same no later than 24 hours following reapplication. No additional compensation will be allowed for reapplication and removal of materials.

Handling of TiO₂ Enhanced Asphalt Rejuvenating Agent:

Contents in tank cars or storage tanks shall be circulated at least 45 minutes before withdrawing any material for application. When loading the distributor, the TiO₂ Enhanced Asphalt Rejuvenating Agent concentrate shall be loaded first and then the required amount of water shall be added. The water shall be added into the distributor with enough force to cause agitation and thorough mixing of the two materials. To prevent foaming, the discharge end of the water hose or pipe shall be kept below the surface of the material in the distributor that shall be used as a spreader. The distributor truck will be cleaned of all of its asphalt materials and washed out to the extent that no discoloration of the emulsion may be perceptible. Cleanliness of the spreading equipment shall be subject to the approval and satisfaction of the Engineer.

Street Sweeping:

The Contractor shall be responsible for sweeping and cleaning of the streets after treatment. All aggregate used during the treatment must be removed no later than 48 hours after treatment of the street. This shall be accomplished by a combination of hand and mechanical sweeping. All turnouts, cul-de-sacs, etc. must be cleaned of any material to the satisfaction of the Engineer.

If, after aggregate is swept and in the opinion of the Engineer a hazardous condition exists on the roadway, the contractor must apply additional aggregate and sweep same no later than 24 hours following reapplication. No additional compensation will be allowed for reapplication and removal of aggregate.

Resident Notification:

The contractor shall distribute by hand, a typed notice to all residences and businesses on the street to be treated two weeks before and 24 hours before treatment. The notice will be delivered no more than 24 hours prior to the treatment of the road. The notice will have a local phone number that residents may call to ask questions. The notice shall be of the door hanger type, which secures to the door handle of each dwelling. Unsecured notices will not be allowed. The contractor shall also place the notice on the windshield of any parked cars on the street. Hand distribution of this notice will be considered incidental to the contract.

Traffic Control:

The Contractor shall furnish all necessary traffic control, barricades, signs and flagmen, to ensure the safety of the traveling public and to all working personnel. Traffic shall not travel on fresh TiO2 Enhanced Asphalt Rejuvenating Agent until penetration, in the opinion of the Engineer, has become complete and the area is suitable for traffic. The Contractor shall submit an MOT plan indicating all facets of traffic control for the project area. The MOT plan must be accepted in writing by the Engineer prior to commencing any work. All traffic control shall be in accordance with the DOT Roadway Design Standards, most current edition and TP-102. MOT and associated devices shall be checked daily and periodically throughout the project for compliance, and where adjustments or corrections are needed, prompt revisions shall be made. Traffic control is incidental to the contract work

Method of Measurement:

If a pay item is listed on the unit price proposal for work required in this Technical Provision, the quantity to be paid shall be as specified in the unit price proposal, including all items of work described herein. Any item necessary for The TiO2 Enhanced Asphalt Rejuvenating Agent emulsion shall be paid at the Contract unit price proposal prices for the actual square yards of pavement treated as field measured. Said payment is compensation in full for all costs of mobilizing, furnishing and applying the material as specified, including cleaning the existing pavement, purchase of aggregate, delivery of aggregate, all labor, equipment, and materials necessary for the placement of the TiO2 Enhanced Asphalt Rejuvenating Agent emulsion, sweeping of any loose material after construction and other requirements as specified. Traffic control for maintaining traffic for constructing TiO2 Enhanced Asphalt Rejuvenating Agent emulsion shall be considered incidental.

Payment for removal of untreated and treated cores shall be paid for as each at the unit price proposal for Test Core Removal.

Basis of Payment:

| Pay Item | Pay Unit |
|--|-----------------|
| TiO2 Enhanced Asphalt Rejuvenating Agent | Per Square Yard |

| | |
|---|------|
| Field Core Removal | Each |
| Field Core Laboratory Analysis - Viscosity | Each |
| Field Core Laboratory Analysis -Titanium Dioxide Penetration | Each |
| Field Core Laboratory Analysis - Titanium Dioxide NO2 Reduction | Each |
| Field Core Laboratory Analysis - Titanium Dioxide Solar Reflectance Index (SRI) | Each |

I. CRACK SEALING

Description: The work covered by these specifications consists of furnishing all labor, equipment, and materials necessary to perform all operations connected with the cleaning and sealing of construction and random cracks.

Material: Utilize Rubberized Joint Sealing Material meeting the requirements of Modified AASHTO M 173. Utilize Asphalt Rubber Sealing Compound meeting the requirements of ASTM D 5078.

Equipment:

Kettle: The kettle shall be an oil-jacketed double wall kettle equipped with agitator and 2 inch hot asphalt pump. Provide separate thermometers for oil bath and melting chamber. Provide a pump for circulating the transfer oil bath. Do not allow the operating temperature in the kettle to exceed the melting point of the sealing material.

Compressor: Utilize an air compressor capable of maintaining a minimum of 100 PSI at 150 CFM, measured at the source and equipped with traps that shall maintain the compressed air free of oil and water.

Extruder: Provide an extruder capable of providing variable width overband from 2 to 4 inches.

Construction: No crack sealing material shall be applied in wet cracks or when ambient temperature is below 25C F, unless a heat lance is utilized to adequately dry the crack.

All cracks shall be cleaned of loose dirt and debris with a compressor. Any vegetation shall be removed prior to sealing utilizing a motorized wire brush.

Fill joints and cracks in such a manner to provide a 2" band centered over the joint. The thickness of the material shall not exceed 1/8" to 1/16". Material shall be leveled by means of a squeegee or a dish mounted on the delivery wand.

When traffic requires immediate use of the roadway, a boiler slag aggregate shall be

broadcast over cracks to prevent sealer pickup.

All workmanship shall be of the highest quality, and excess spilled sealer shall be removed from the pavement surface by approved methods and discarded. Any workmanship determined to be below standards of the particular craft involved will not be accepted, and will be corrected and /or replaced as required by the County.

Traffic Control: The Contractor shall furnish all necessary traffic control, barricades, signs and flagmen, to ensure the safety of the traveling public and to all working personnel. Traffic shall not travel on freshly reclaimed base until all operations have been completed and the sealer has dried such that tire pickup will not occur. The Contractor shall submit an MOT plan indicating all facets of traffic control for the project area. The MOT plan shall be approved in writing by the County prior to commencing any work. All traffic control shall be in accordance with the FDOT Roadway Design Standards, latest edition. MOT and associated devices shall be checked daily and periodically throughout the project for compliance; and where adjustments or corrections are needed, prompt revisions shall be made.

Method of Measurement: If a pay item is listed on the unit price proposal for work required in this Technical Provision, the quantity to be paid shall be per gallon or as specified in the unit price proposal including all items of work described herein. Any item necessary for Crack Sealing and not specifically listed in another item in the unit price proposal, shall be included in this item.

Basis of Payment: The quantities to be paid for under this Technical Provision shall be included in the per gallon unit price for Crack Sealing. The Unit price includes all items listed in the contract, including all General Conditions, Special Conditions and Technical Provisions pertaining to Crack Sealing and all items of work described herein. No additional payment shall be provided for any item necessary for the completion of this contract as detailed in the specifications.

J. TRAFFIC LOOP REPLACEMENT

This work shall require the Contractor to provide for the installation, testing and acceptance of Inductive Loop Detectors and shall meet the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, Section 660.

K. SODDING

This work shall require the Contractor to provide for the installation and acceptance of sod along the shoulder of the road. The sod shall meet the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, Section 981. The sod type (e.g., Argentine Bahia) shall be similar to existing sod in the area or at the direction of the County.

L. VARIABLE MESSAGE BOARDS

This work shall require the Contractor to provide a Variable Message Board(s) (VMB(s)) in accordance with FDOT Standard Specifications for Road and Bridge Construction. The locations and dates of the VMB(s) shall be agreed upon prior to the start of construction.

M. STRIPING/PAVEMENT MARKINGS

Scope: This work shall include, but is not limited to materials, labor, equipment, traffic control, placement of signs and any construction and application procedures required for the placement of striping/pavement markings. This work includes temporary and permanent reflective paint, thermoplastic, reflective pavement markings, removal of existing pavement markings through hydroblasting or grinding, and miscellaneous related activities. Contractor shall complete temporary paint striping application immediately after paving completion.

Reference and Material Standards: All work and material shall conform to Section 706, 710, and 711 of the FDOT Standard Specifications for Road and Bridge Construction, latest edition. Coordination for the striping with the pavement maintenance shall be the responsibility of the Contractor.

Daily Work Schedule: Shall follow the special provisions of the EJCDC unless directed otherwise by Sumter County staff.

Safety: Work shall be completed in accordance with all local, state and federal safety requirements and regulations. Contractor shall take the necessary steps to provide protection against injury to all personnel (County and Contractor) for the duration of the work.

Maintenance of Traffic: The Contractor shall provide Maintenance of Traffic in accordance with FDOT Maintenance of Traffic Standards.

Supervision: Contractor shall have competent supervisory personnel on site at all times that work is in progress and shall be responsible for ensuring the quality and completeness of the work and safety of all personnel.

Inspection/Quality Assurance: All work will be subject to in-process and final inspection by an authorized County representative. Full compliance with job specifications will be verified. All testing shall be in accordance with *Florida Department of Transportation Standard Specifications for Road and Bridge Construction*, latest edition, unless stated otherwise in the EJCDC special provisions.

Schedule: The work performance schedule shall be established on a task order by task order basis and each task order shall be approved by all parties.

Debris/Housekeeping: The contractor shall make a substantial effort to keep the job-site clean while work is in progress and shall have all debris cleaned up at the end of each work-day. Contractor shall remove all work related debris, equipment and surplus materials from the premises at the completion of work. All construction debris shall be disposed of at an appropriate solid waste receiving facility.

Close-out Documentation: Upon each task order completion and as a condition of final acceptance, an authorized County representative and the contractor shall inspect and approve the quality and completeness of the work performed. All workmanship and

materials used in the performance of each task order shall be warranted for a period of one year from the date of acceptance by the authorized County representative or in accordance with special provisions of the EJCDC (whichever is more stringent). The Contractor shall submit all retroreflectivity requirements in accordance with *Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition*.

INCIDENTIAL SERVICES

TRAFFIC CONTROL

This work shall require the Contractor to post all necessary traffic control devices for construction, furnish necessary flagmen (IMSA certified), and generally insure traffic safety and protection of all Work from traffic as mandated by the “Manual on Uniform Traffic Control Devices” (MUTCD) and the FDOT “Roadway and Traffic Design Standards” at all times. All Workers will be required to wear safety vests at all times when working in the right-of-way. Suitable methods will be used by the Contractor to protect the Work from traffic until the new surface will support that traffic without damage. Any damage to the uncured surface will be the responsibility of the Contractor.

All traffic control will conform to FDOT Section 102 Maintenance of Traffic and the price shall be included in the bid.

MANHOLE RING AND COVER AND VALVE BOX TOP AND LID ADJUSTMENTS

This work shall require the Contractor to be responsible for all necessary adjustments to manhole rings and covers and water valve box tops and lids as needed to accommodate the transition of new roadway surface areas resulting from this construction.

EROSION AND SEDIMENTATION CONTROL

The Contractor shall furnish and maintain all necessary erosion and sedimentation control measures as per FDEP Rule 62-621.300 F.A.C. and as directed by the County.

RAILROAD CROSSINGS

This work shall require the Contractor to be responsible for notifying the applicable Railway in advance of any work to be conducted adjacent to any railroad crossings and coordinating all efforts as needed with railway personnel.

MAILBOXES

The Contractor shall remove existing mailboxes as indicated in the Contract Documents and shall re-install the mailbox in accordance with FDOT standards. If the existing mailbox does not meet FDOT Standards, the Contractor shall provide a new mailbox and install in accordance with FDOT standards

DRIVEWAY SAW CUT AND REMOVAL

The Contractor shall saw cut and remove any concrete or asphalt driveways as required for road construction or road widening. The concrete, asphalt, and any other material associated with the work shall be disposed of in a legal manner.

ASPHALT MILLINGS AND PROFILE MILLINGS

The Contractor shall dispose of asphalt and profile millings in a legal manner at a location determined by the Contractor. However, the Contractor shall haul the first 25 truckloads of asphalt millings per calendar year to the Sumter County milling stockpile at 319 E. Anderson Avenue, Bushnell, FL 33513, or other County locations as deemed appropriate by the County Representative. The contractor shall provide cubic yard unit pricing (including delivery within Sumter County) for additional asphalt millings requested by the County beyond 25 truckloads per year (see unit price proposal).

SCHEDULE

PRE-CONSTRUCTION MEETING

The Contractor and County shall hold a pre-construction meeting at County offices or on-site once a task order has been fully executed. The County may elect to hold a pre-construction meeting that includes multiple task orders.

CONSTRUCTION SCHEDULE

The schedule for completion shall be designated on a project-by-project basis and shall not exceed the number of days allowed without prior written consent of the Sumter County Project Manager or an authorized County representative.

DAILY WORK SCHEDULE

All work shall be coordinated with the Sumter County Project Manager or an authorized County representative. The Contractor shall notify the County at least 48 hours prior to performing any work. If any work commences prior to the required notification, the work will be stopped until such time that the Contractor is given an authorization to proceed by an appropriate County representative. All work shall be performed according to the special provisions of the EJCDC, unless directed otherwise by a County representative.

SAFETY & INSPECTION

SAFETY STANDARDS

The Contractor shall comply with all safety standards and regulations as required by the Sumter County Land Development Code, Florida Department of Transportation (FDOT), OSHA and any other Local, State or Federal Agency . The Contractor shall submit a safety plan to owner upon request.

EMPLOYEE SAFETY

The Contractor shall take all necessary steps to provide protection against injury to County staff and contractor employees throughout the duration of the project. Work areas shall be blocked off from access by the public with the use of tape and barricades as required.

SUPERVISOR FOR EMERGENCIES

The Contractor shall have a responsible person available at or reasonably near the work site on a 24-hour basis, 7 days a week; in order that he may be contacted in emergencies and in cases where immediate action must be taken to maintain traffic or to handle any other problem that might arise. The Contractor's responsible person for supervision during emergencies shall speak and understand English. The Contractor shall submit, by certified mail, phone numbers and names of personnel designated to be contacted in cases of emergencies.

DAMAGES

Incidental damage to public and/or private property will be the responsibility of the Contractor. Any damage to items including, but not limited to inlets, manholes, junction boxes, culverts, under drains, curb and gutter, sidewalks, fencing, grassed areas, roadway shoulders, signing and guardrail will be corrected in strict conformance with applicable sections of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition. The Contractor shall also be responsible for any damages to driveways during the course of construction. The Contractor shall repair or replace, at the Contractor's sole expense, any driveway damaged at as deemed necessary by the authorized Sumter County representative.

INSPECTION/QUALITY ASSURANCE

Full compliance with project specifications will be verified and shall be subject to in-process and final inspection by an authorized County representative and all deficiencies shall be corrected to the satisfaction of the County prior to approval of final payment.

SUPERVISION/PERSONNEL

SUPERVISOR

The Contractor shall have competent supervisory personnel on site at all times that work is in progress.

WORKSITE TRAFFIC SUPERVISOR

The Contractor shall have a Worksite Traffic Supervisor who will be responsible for installing and maintaining all traffic control devices as described in FDOT Specifications Section 102. This includes keeping traffic cones and other traffic control devices upright and cleaned for high visibility. The Worksite Traffic Supervisor shall have at least one year of experience directly related to worksite traffic control in a supervisory or responsible capacity and shall be certified by International Municipal Signal Association, (IMSA), Certification Program or an equal approved by the County. Approved alternate Worksite Traffic Supervisors may be used when necessary.

The Worksite Traffic Supervisor shall be available on a 24-hour per day basis and shall review the project on a day to day basis as well as being involved in all changes to traffic control. The Worksite Traffic Supervisor shall have access to all equipment and materials needed to maintain traffic control and handle traffic related situations. The Worksite Traffic Supervisor shall ensure

the safety deficiencies are corrected immediately. In no case shall minor deficiencies, which are not immediate safety hazards, remain uncorrected for more than 24 hours. The Worksite Traffic Supervisor shall be present to direct the initial setup of the traffic control plan and any changes to it. The Job Superintendent, in the event of an emergency, shall be prepared to immediately respond to repair the work zone traffic control or to provide alternate traffic arrangements. Failure to maintain a designated Worksite Traffic Supervisor or failure to comply with these provisions will result in temporary suspension of all activities except traffic and erosion control and such other activities deemed to be necessary for project maintenance and safety.

TESTING

In general, all independent lab and field testing required, as identified in the EJCDC special provisions, for each project shall be provided by the Contractor. The Contractor shall submit the name and qualifications of the firm they will be using for testing.

DEBRIS / HOUSEKEEPING

The contractor shall make a substantial effort to keep the job site clean while work is in process and shall have all debris cleaned up at the end of each day's work. Contractor to remove all work-related debris, equipment and surplus materials from the premises at the completion of work. All construction debris shall be disposed of at an appropriate solid waste landfill facility.

PROJECT ADMINISTRATION

WORK AUTHORIZATION

Project work shall be authorized under the terms and conditions of the Continuing Agreement and will be released on a Project by Project basis. No work shall begin until the applicable Contract is fully executed by all parties and the Public Construction Bond (if required) is recorded by the Clerk of Courts office and the recorded bond is received by the Sumter County Purchasing Department.

ADDITIONAL SERVICES

The Contractor shall submit a written proposal to the authorized County representative for all additional services or change in scope to the original Task Order prior to performing proposed change. Approved proposals shall be added to the applicable Task Order by change order. Any work performed by the Contractor without written authorization in the form of a fully executed change order shall be done so at the Contractor's own risk.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Upon completion of each Task Order the Contractor shall submit all documentation including tests, measurements, etc. and providing evidence of actual quantities utilized in the performance of the scope of work and all quantities shall be verified and approved by the authorized County representative prior to payment.

FUEL AND ASPHALT INDEX ADJUSTMENTS

Adjustments will not be allowed through this contract outside of the renewal period. Prices are fixed for all items between contract renewals.

DAILY REPORTS

The Contractor shall submit Daily Status Reports to the authorized County representative on a weekly basis or upon final completion of the Task Order for projects of 30 days or less in duration. The Report shall include incidents, names of streets/roads, quantity completed per street/road and cumulative totals reflecting actual quantities of materials used.

CLOSE-OUT DOCUMENTATION

Upon project completion and as a condition of Final Acceptance and final payment by Sumter County, the Contractor shall have supplied all documentation required during the performance of the scope of work including, photos/video, test reports (if applicable), daily status reports, and any other applicable documentation as requested by the County.

Countywide Pavement Maintenance and Rehabilitation Continuing Services

Unit Price Proposal Form A

The following unit costs shall include all material, labor, equipment, and any other additional charges including but not limited to mobilization and maintenance of traffic (MOT) required to accomplish the work of the unit cost. Variable message boards are the one exception to this. Partial bids will be accepted on a per category basis.

Bid award will be based on the total unit pricing for each category listed in the unit price proposal. Bidders are NOT required to bid each category, but must provide pricing for ALL line items listed in those categories they are capable of producing and have prior applicable experience. Sumter County reserves the right to award a contract to one or more vendors.

| CATEGORY A – MILLING PER TASK ORDER | UNIT | 0 - 1,000 | 1,001 - 5,000 | 5,001 - 10,000 | 10,001 - 25,000 | Over 25,000 |
|--|---------|-----------|---------------|----------------|-----------------|-------------|
| 1" | Sq. Yd. | \$ | \$ | \$ | \$ | \$ |
| 2" | Sq. Yd. | \$ | \$ | \$ | \$ | \$ |
| 3" | Sq. Yd. | \$ | \$ | \$ | \$ | \$ |
| 4" | Sq. Yd. | \$ | \$ | \$ | \$ | \$ |
| 5" | Sq. Yd. | \$ | \$ | \$ | \$ | \$ |
| 6" | Sq. Yd. | \$ | \$ | \$ | \$ | \$ |
| Asphalt and/or profile millings deductive alternate for Contractor to deliver and transport | Cu. Yd. | \$ | \$ | \$ | \$ | \$ |
| CATEGORY A SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category A) | | \$ | \$ | \$ | \$ | \$ |
| CATEGORY A TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category A) | | | | \$ | | |

| | UNIT | 0-100 | 101-500 | 501- 1,000 | 1,001-5,000 | Over 5,000 |
|--|---------|------------|-----------------|------------------|--------------|------------|
| 9.5 S.P. | Ton | \$ | \$ | \$ | \$ | \$ |
| 12.5 S.P. | Ton | \$ | \$ | \$ | \$ | \$ |
| 9.5 F.C. | Ton | \$ | \$ | \$ | \$ | \$ |
| 12.5 F.C. | Ton | \$ | \$ | \$ | \$ | \$ |
| CATEGORY B SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category B) | | \$ | \$ | \$ | \$ | \$ |
| CATEGORY B TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category B) | | | | \$ | | |
| | | | | | | |
| CATEGORY C - CHIP SEAL / FOG SEAL PER TASK ORDER | UNIT | 0 - 25,000 | 25,001 - 50,000 | 50,001 - 100,000 | Over 100,000 | |
| Single Chip (Number 89 Stone) | Sq. Yd. | \$ | \$ | \$ | \$ | |
| Double Chip (Number 57 & 89 Stone) | Sq. Yd. | \$ | \$ | \$ | \$ | |
| Triple Chip Seal | Sq. Yd. | \$ | \$ | \$ | \$ | |
| Fog Seal | Sq. Yd. | \$ | \$ | \$ | \$ | |
| CATEGORY C SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category C) | | \$ | \$ | \$ | \$ | |
| CATEGORY C TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category C) | | | | \$ | | |
| | | | | | | |
| CATEGORY D - CAPE SEAL PER TASK ORDER | UNIT | 0 - 25,000 | 25,001 - 50,000 | 50,001 - 100,000 | Over 100,000 | |
| Cape Seal | Sq. Yd. | \$ | \$ | \$ | \$ | |
| CATEGORY D SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category D) | | \$ | \$ | \$ | \$ | |
| CATEGORY D TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category D) | | | | \$ | | |

| | UNIT | 0 - 25,000 | 25,001 - 50,000 | 50,001 - 100,000 | Over 100,000 | |
|--|---------|------------|-----------------|------------------|--------------|--|
| Double Micro | Sq. Yd. | \$ | \$ | \$ | \$ | |
| Single Micro | Sq. Yd. | \$ | \$ | \$ | \$ | |
| Rut Filling (Leveling) | Ton | \$ | \$ | \$ | \$ | |
| CATEGORY E SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category E) | | \$ | \$ | \$ | \$ | |
| CATEGORY E TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category E) | | | | \$ | | |
| | | | | | | |
| CATEGORY F – IN-PLACE RECYCLING – RECONSTRUCTION (FULL DEPTH RECLAMATION) PER TASK ORDER | UNIT | 0 - 25,000 | 25,001 - 50,000 | 50,001 - 100,000 | Over 100,000 | |
| Pulverization | Sq. Yd. | \$ | \$ | \$ | \$ | |
| Cement - Cement Treated Base | Ton | \$ | \$ | \$ | \$ | |
| Asphaltic Cement - Foamed Asphalt Base | Gallon | \$ | \$ | \$ | \$ | |
| Asphaltic Emulsion - Emulsion Treated Base | Gallon | \$ | \$ | \$ | \$ | |
| Added Rap or Aggregates | Ton | \$ | | | | |
| Shoulder Rework | LF | \$ | | | | |
| Excavation for Widening/Unsuitable Materials | Cu. Yd. | \$ | | | | |
| General Use Optional Base Material | Cu. Yd. | \$ | | | | |
| CATEGORY F SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category F) | | \$ | \$ | \$ | \$ | |
| CATEGORY F TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category F) | | | | \$ | | |

| CATEGORY G – ASPHALT REJUVENATION PER TASK ORDER | UNIT | 0 - 1,000 | 1,001 - 5,000 | 5,001 - 25,000 | 25,001 - 50,000 | Over 50,000 |
|--|-------------|------------------|----------------------|-----------------------|------------------------|--------------------|
| Rejuvenation | Sq. Yd. | \$ | \$ | \$ | \$ | \$ |
| Test Core Removal | Each | \$ | \$ | \$ | \$ | \$ |
| Test Core Laboratory Analysis- | Each | \$ | \$ | \$ | \$ | \$ |
| Rejuvenation (Including Titanium Dioxide) | Sq. Yd. | \$ | \$ | \$ | \$ | \$ |
| Field Core Removal | Each | \$ | \$ | \$ | \$ | \$ |
| Field Core Laboratory Analysis - Viscosity | Each | \$ | \$ | \$ | \$ | \$ |
| Field Core Laboratory Analysis – Titanium Dioxide Penetration | Each | \$ | \$ | \$ | \$ | \$ |
| Field Core Laboratory Analysis – Titanium Dioxide NO2 Reduction | Each | \$ | \$ | \$ | \$ | \$ |
| Field Core Laboratory Analysis – Titanium Dioxide Solar Reflectance Index (SRI) | Each | \$ | \$ | \$ | \$ | \$ |
| CATEGORY G SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category G) | | \$ | \$ | \$ | \$ | \$ |
| CATEGORY G TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category G) | | | | \$ | | |
| | | | | | | |
| CATEGORY H - CRACK SEALING PER TASK ORDER | UNIT | 0 - 500 | 500 -1,000 | 1,001 - 5,000 | 5,001 - 10,000 | Over 10,000 |
| Crack Sealant | Gallon | \$ | \$ | \$ | \$ | \$ |
| CATEGORY H SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category H) | | \$ | \$ | \$ | \$ | \$ |
| CATEGORY H TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category H) | | | | \$ | | |

| | | | | | | |
|--|-------------------|----|--|--|--|--|
| CATEGORY I - TRAFFIC LOOP REPLACEMENT | UNIT | | | | | |
| Type A (FDOT Item # 660-2-101) | Each | \$ | | | | |
| Type B (FDOT Item # 660-2-102) | Each | \$ | | | | |
| Type F (FDOT Item # 660-2-106) | Each | \$ | | | | |
| Type F (FDOT Item #660-2-106 modified to 30 Ft) | Each | \$ | | | | |
| CATEGORY I TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for Category I) | | \$ | | | | |
| | | | | | | |
| CATEGORY J - SODDING PER TASK ORDER | UNIT | | | | | |
| Sod | Sq. Yd. | \$ | | | | |
| CATEGORY J SUB-TOTAL UNIT PRICING: (Instructions: Enter Total line item unit pricing for Category J) | | \$ | | | | |
| | | | | | | |
| CATEGORY K – VARIABLE MESSAGE BOARDS PER TASK ORDER | UNIT | | | | | |
| Variable Message Board | PER BOARD PER DAY | \$ | | | | |
| CATEGORY K SUB-TOTAL UNIT PRICING: (Instructions: Enter Total line item unit pricing for Category K) | | \$ | | | | |

| CATEGORY L –PAVEMENT MARKINGS PER TASK ORDER | | | | | |
|--|------------------------|-------|---------|---------------|-------|
| Item: | Product Type: | Unit: | Painted | Thermoplastic | Misc. |
| L-1 | White – Solid | | | | |
| | 4" | GM | \$ | \$ | |
| | 6" | GM | \$ | \$ | |
| | 8" | LF | \$ | \$ | |
| | 12" | LF | \$ | \$ | |
| | 18" | LF | \$ | \$ | |
| | 24" | LF | \$ | \$ | |
| L-2 | White – Skip | | | | |
| | 4" | GM | \$ | \$ | |
| | 6" | GM | \$ | \$ | |
| L-3 | Yellow – Solid | | | | |
| | 4" | GM | \$ | \$ | |
| | 6" | GM | \$ | \$ | |
| | 8" | LF | \$ | \$ | |
| | 12" | LF | \$ | \$ | |
| | 18" | LF | \$ | \$ | |
| L-4 | Yellow – Skip | | | | |
| | 4" | GM | \$ | \$ | |
| | 6" | GM | \$ | \$ | |
| L-5 | Yellow – Double | | | | |
| | 4" | GM | \$ | \$ | |
| | 6" | GM | \$ | \$ | |

| | | | | | |
|------------|--|----|----|----|--|
| L-6 | Audible and Vibratory Pavement Markings | | | | |
| | Yellow – Skip 4” | GM | \$ | \$ | |
| | Yellow – Skip 6” | GM | \$ | \$ | |
| | White – Solid 4” | GM | \$ | \$ | |
| | White – Solid 6” | GM | \$ | \$ | |
| L-7 | Legends | | | | |
| | “STOP” | EA | \$ | \$ | |
| | “R X R” (Includes 6” white) | EA | \$ | \$ | |
| | “ONLY” | EA | \$ | \$ | |
| | “LANE” | | | | |
| | “MERGE” | EA | \$ | \$ | |
| | “SCHOOL” | EA | \$ | \$ | |
| | “AHEAD” | EA | \$ | \$ | |
| | “ Visitor” | EA | \$ | \$ | |
| | “Resident” | EA | \$ | \$ | |
| | “Path” | EA | \$ | \$ | |
| L-7 | Markings | | | | |
| | TURN AND THROUGH LANE TURN ARROW | EA | \$ | \$ | |
| | THROUGH LANE USE ARROW | EA | \$ | \$ | |
| | TURN LANE USE ARROW | EA | \$ | \$ | |
| | BIKE OR CART | EA | \$ | \$ | |
| | BIKE ARROW | EA | \$ | \$ | |
| | YIELD TRIANGLES | EA | \$ | \$ | |
| L-8 | Reflective Pavement Markers | | | | |
| | Bi-Directional, Amber | EA | \$ | \$ | |
| | Mono-Directional Colorless | EA | \$ | \$ | |
| | Bi-Directional, White/Red | EA | \$ | \$ | |

| | | | | | |
|---|----------------------------------|----|----|----|----|
| L-9 | Miscellaneous | | | | |
| | Removal of Existing Marking | SF | | | \$ |
| | Preform Thermoplastic 12" | LF | | | \$ |
| | Preform Thermoplastic 24" | LF | | | \$ |
| | Off Duty Law Enforcement Officer | HR | | | \$ |
| CATEGORY L SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category L) | | | \$ | \$ | \$ |
| CATEGORY L TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category L) | | | | \$ | |

SHADED NOT APPLICABLE

**Countywide Pavement Maintenance and Rehabilitation
Continuing Services**

Proposal Form B
PROPOSAL OF

Asphalt Paving Systems, Inc.
Full Legal Company Name

9021 Wire Road Zephyrhills, FL 33540 813-788-0010 813-788-0020
Mailing Address Telephone Number Fax Number

Proposers: Having become familiar with requirements of the project, and having carefully examined the Proposal Documents and Specifications entitled Countywide Pavement Maintenance and Rehabilitation Continuing Services in Sumter County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents to submit the following Proposal summarized as follows:

The following total unit costs (from the unit price proposal) shall include all material, labor, equipment, and any other additional charges including but not limited to mobilization and maintenance of traffic (MOT) required to accomplish the work of the unit cost for any locations within Sumter County. Partial proposals will be accepted on a per category basis. Proposers are NOT required to propose each category, but must provide pricing for ALL line items listed in those categories on the unit price proposal for which the proposer is capable of producing and have prior applicable experience.

FOR: Countywide Pavement Management and Rehabilitation Continuing Services

CATEGORY A TOTAL UNIT PRICING: \$ 220.65
(From the unit price proposal) Amount Written in Numerals

Two Hundred Twenty Dollars and Sixty Five cents /100
Amount Written in Words

CATEGORY B TOTAL UNIT PRICING: \$ 4,480.00
(From the unit price proposal) Amount Written in Numerals

Four Thousand Four Hundred Eighty Dollars and no Cents /100
Amount Written in Words

CATEGORY C TOTAL UNIT PRICING: \$ 60.15
(From the unit price proposal) Amount Written in Numerals

Sixty Dollars and Fifteen Cents /100
Amount Written in Words

CATEGORY D TOTAL UNIT PRICING: \$ 30.55
(From the unit price proposal) Amount Written in Numerals

Thirty Dollars and Fifty Five Cents /100
Amount Written in Words

CATEGORY E TOTAL UNIT PRICING: \$ 930.91
(From the unit price proposal) Amount Written in Numerals

Nine Hundred Thirty Dollars and Ninty One Cents /100
Amount Written in Words

CATEGORY F TOTAL UNIT PRICING: \$ 827.85
(From the unit price proposal) Amount Written in Numerals

Eight Hundred Twenty Seven dollars and Eighty Five cents /100
Amount Written in Words

CATEGORY G TOTAL UNIT PRICING: \$ N/B
(From the unit price proposal) Amount Written in Numerals

N/B /100
Amount Written in Words

CATEGORY H TOTAL UNIT PRICING: \$ 200.00
(From the unit price proposal) Amount Written in Numerals

Two Hundred dollars and No cents /100
Amount Written in Words

CATEGORY I TOTAL UNIT PRICING: \$ 17,250.00
(From the unit price proposal) Amount Written in Numerals

Seventeen Thousand Two Hundred Fifty Dollars and No Cents /100
Amount Written in Words

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

Four Dollars and Fifty Cents /100
Amount Written in Words

CATEGORY K TOTAL UNIT PRICING: \$ 50.00
(From the unit price proposal) Amount Written in Numerals

Fifty Dollars and no cents /100
Amount Written in Words

CATEGORY L TOTAL UNIT PRICING: \$ 164,203.40
(From the unit price proposal) Amount Written in Numerals

One Hundred Sixty Four Thousand Two Hundred and Three Dollars and Forty Cents /100
Amount Written in Words

Each Proposer shall print legibly, in blue or black ink, the amount written in numerals and the amount written in words for the items shown above. In the event an amount submitted is not legible, the County reserves the right to consider it a "No Proposal", and deem the Proposer nonresponsive to the requirements of the Proposal.

All Unit Prices shall be established at the beginning of the contract and may be adjusted (+ or -) annually upon approval of both the Contractor and County and only at the beginning of each renewal period. Any approved annual rate adjustments shall take effect with the first task order issued after the renewal period. Additional Unit Price items not included on the official proposal form will be submitted to the County's authorized representative for prior approval and will be added to the Standard Agreement through a Contract Amendment and must be accepted by both the Contractor and the County. Price adjustments for fuel and bituminous products will not be allowed on a task order basis. The only time adjustments are allowed are during the renewal period.

Note: The listing order of proposal items reflects a construction sequence in general terms for proposal purposes only and is not a specific construction schedule. **Sumter County reserves the right to award a contract to more than one proposer.**

SAMPLE AGREEMENT FOR SERVICES

THIS AGREEMENT (hereinafter referred to as “Agreement”) is made and entered into this ___th day of _____, 2021, by and between **Board of Sumter County Commissioners** (hereinafter referred to as "Board," or “County”), whose address is 7375 Powell Road, Wildwood, Florida 34785, and _____ (hereafter referred to as "Vendor"), whose address is _____.

RECITALS

WHEREAS, the Board has need of professional services for RFP 032-0-2021/RS; and

WHEREAS, the parties desire to enter into a written agreement outlining the duties, responsibilities and compensation of Vendor, based on the Vendor’s response to RFP 032-0-2021/RS Sumter County Pavement Maintenance and Rehabilitation Continuing Services.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The relationship of the Vendor to the Board will be that of a professional Vendor and the Vendor will provide the professional and technical services required under this Agreement in accordance with acceptable professional practices and ethical standards applicable to Vendor’s profession, and Vendor will endeavor to provide to the Board prompt and efficient services to the best of its ability.
2. Vendor is hereby retained and employed as a Sumter County Contactor, and will work with the Board to provide services in accordance with the scope of work outlined in RFP 032-0-2021/RS.
3. The term of this Agreement shall commence on October 12, 2021 and continue in full force for one year with an additional three (3) – one-year (1) renewals from the date established in the Notice to Proceed, unless otherwise terminated as provided in paragraph four (4) of this Agreement. The term of this Agreement does not relieve the Vendor of any future responsibility as described in paragraph six (6) of this Agreement.
4. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party at the address designated in this Agreement for receiving such notice. If this Agreement is terminated, Vendor shall be authorized to receive payment for all work performed up to the date of termination.
5. With regard to compensation paid to Contractor, Contractor shall furnish to the Board an itemized invoice detailing all of Contractors hours, services, expenses and any other services utilized by the Board. The invoice shall be itemized pursuant to and in accordance with the Fee Schedule, attached hereto as Attachment A, and incorporated herein *in haec verba*. Contractor shall submit all invoices pursuant to the Local Government Prompt Payment Act, F.S. 218. Contractor acknowledges and agrees that the rates set forth in the Fee Schedule shall remain fixed throughout the duration of this Agreement, including both the Initial Term and any Renewal Term, and thereafter shall only be adjusted by mutual written agreement of both parties.

6. General Considerations.

- a. All reports, drawings, designs, specifications, notebooks, computations, details, and calculation documents prepared by Vendor and presented to the Board pursuant to this Agreement are and remain the property of the Board as instruments of service.
- b. All analyses, data, documents, models, modeling, reports and tests performed or utilized by Vendor shall be made available to the Board upon request and shall be considered public records.
- c. Vendor is required to: (i) keep and maintain public records required by Board; (ii) upon request from Board's custodian of public records, provide Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a reasonable or as otherwise provided by law; (iii) ensure that public records that are exempt or, confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if Vendor does not transfer the records to Board; (iv) upon completion of this Agreement, transfer, at no cost, to Board all public records in possession of Vendor or keep and maintain public records required by Board.
- d. If Vendor transfers all public records to Board upon completion of this Agreement, Vendor shall destroy any duplicate public records that are exempt or, confidential and exempt, from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of this Agreement, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Board, upon request from Board's custodian of public records, in a format that is compatible with the information technology systems of Board.
- e. Vendor shall keep all books, records, files, drawings, plans and other documentation, including all electronically stored items, which concern or relate to the services required hereunder (the "Records"), for a minimum of five (5) years from the date of expiration or suspension of this Agreement, or as otherwise required by any applicable law, whichever date is later. The Board shall have the right to order, inspect, and copy all the Records as often as it deems necessary during any such period-of-time. The right to audit, inspect, and copy Records shall include all of the records of sub-Vendors (if any).
- f. Vendor shall, at all times, comply with the Florida Public Records Law, the Florida Open Meeting Law and all other applicable laws, rules and regulations of the State of Florida.
- g. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-689-4400, Sumter County Board of County Commissioners, 7375 Powell Road, Wildwood, Florida 34785 or via email at Records@sumtercountyfl.gov.**
- h. Vendor shall, at all times, carry General Liability, and Worker's Compensation Insurance pursuant to the insurance requirements in RFP 032-0-2021/RS, naming Board as both a certificate holder and an additional insured in each such policy.

- i. Upon Vendor's written request, the Board will furnish, or cause to be furnished, such reports, studies, instruments, documents, and other information as Vendor and Board mutually deem necessary, and Vendor may rely upon same in performing the services required under this Agreement.
 - j. Vendor is obligated by this agreement to comply with Section 20.055(5), Florida Statutes.
 - k. Any entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsive contractor may not submit a bid.
7. The Vendor may be required to provide additional services to the Board on challenges, public protests, administrative hearings or similar matters. The Vendor shall be available to represent the Board, serve as an expert witness, and provide supporting documentation as necessary. Should any other professional services be called for by the Board that are not otherwise set forth in this Agreement or any of its attachments or exhibits, charges for these services shall be agreed upon in advance by the parties hereto.
8. The Contract Documents, which comprise the entire Contract between Board and Vendor and which are further incorporated herein by reference, consist of the following:
 - a. RFP 032-0-2021/RS
 - b. Vendor's Proposal in Response to RFP 032-0-2021/RS
 - c. This Agreement
 - d. Permits / Licenses
 - e. All Proposal Addenda Issued Prior to Opening Date
 - f. All Modifications and Change Orders Issued
9. Vendor shall be solely and entirely responsible for its tortious acts and for the tortious acts of its agents, employees, or servants during the performance of this Agreement. Vendor shall indemnify and save harmless the Board, its agents, employees and officers from and against all liabilities, claims, demands, or actions at law and equity including court costs and attorney's fees that may hereafter at any time be made or brought by anyone for the purposes of enforcing a claim on account of any injury or damage allegedly caused or occurring to any person or property in which was caused in whole or in part by any tortious, wrongful, or intentional acts or omissions of Vendor, its agents, or employees during performance under this Agreement. The foregoing is not intended, and shall not be construed, as a waiver by Board of the benefits of Section 768.28, *Florida Statutes*.
10. Vendor is, and shall be, in the performance of all services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of Board; and no provisions of Board's personnel policies shall apply to this Agreement. None of the benefits provided by Board to its employees including, but not limited to, worker's compensation insurance and unemployment insurance, are available from Board to Vendor, or its employees, agents or servants. Vendor assumes responsibility for payment of all federal, state and local taxes imposed or required of Vendor including but not limited to FICA, FUTA, unemployment insurance, Social Security and income tax laws for which Vendor as employer is responsible. Vendor shall be solely responsible for any worker's compensation insurance required by law and shall provide the Board with proof of insurance upon demand. The parties agree that Board shall not: (a) pay dues, licenses or

membership fees for Vendor; (b) require attendance by Vendor, except as otherwise specified herein; (c) control the method, manner or means of performing under this Agreement, except as otherwise specified herein; or (d) restrict or prevent Vendor from working for any other party.

11. **Force Majeure.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder)], when and to the extent such failure or delay is caused by or results from the following force majeure events ("**Force Majeure Events**"): (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, warlike operation, insurrection, rebellion, revolution, military or usurped power, sabotage or other civil unrest; (d) strikes, embargoes, blockades, labor stoppages, lockouts or slowdowns or other industrial disturbances or inability to obtain necessary materials or services (e) governmental delay regarding permits or approvals; (f) action by any governmental authority; (g) national or regional emergency; (h) shortage of adequate power or transportation facilities; or (j) other similar events beyond the reasonable control of the party impacted by the Force Majeure Event (the "**Impacted Party**") and provided further, however, that such performance shall be resumed and completed with due diligence and reasonable dispatch as soon as the contingency causing the delay or impossibility shall abate.
12. **Attorney's Fees; and Costs of Enforcement.** In the event suit is commenced to enforce this Agreement, costs of said suit including reasonable attorneys' fees in all proceedings, trials, investigations, appearances, appeals and in any bankruptcy proceeding or administrative proceeding shall be paid to the prevailing party by the non-prevailing party. In the event of default by either party hereto, the defaulting party shall be liable for all costs and expenses, including reasonable attorney's fees and costs incurred by the other party in enforcing its rights hereunder, whether litigation be instituted or not, at the trial court and appellate court level.
13. **Law of the Agreement; Jurisdiction and Venue.** The Parties agree that the laws of the State of Florida shall govern any dispute arising from or related to this Agreement. The Parties to this Agreement agree that venue and jurisdiction is mandated to lie only in the state courts located in Sumter County, Florida. Removal of this case to federal court is not permitted. Litigation in federal court is precluded by agreement of the parties hereto. If, even though precluded by agreement of the Parties hereto, litigation arising from or based upon this contract should be mandated by a court of competent jurisdiction issued pursuant to a duly noticed hearing giving Sumter County adequate time to respond and all of the benefits of due process to lie in the proper venue or jurisdiction of a federal court, that federal court shall only be in the Middle District of Florida, Ocala Division. The Parties further agree that entry into this agreement constitutes irrevocable consent that the exclusive venue for any such dispute shall lie solely in the state or county courts in and for Sumter County, Florida. The Parties expressly and irrevocably waive any right(s) to removal of any such dispute to any federal court, unless the federal court has exclusive jurisdiction; in such cases, the parties agree that the exclusive venue for any such disputes shall be the United States District Court, in and for the Middle District of Florida, Ocala Division. Process in any action or proceeding referred to in this paragraph may be served on any party anywhere in the world, such party waives any argument that said party is not subject to the jurisdiction of the state courts located in Sumter County, Florida and that the laws of the state of Florida.

14. **Entire Agreement.** This Agreement contains the entire agreement of the Parties and may not be changed except by written agreement duly executed by the Parties hereto. This Agreement supersedes any prior understandings or agreements between the Parties, and there are no representations, warranties, or oral agreements other than those expressly set forth herein.
15. **Assignment.** This Agreement shall not be assigned nor may any portion of the obligations contemplated in this Agreement be subcontracted to another party without prior written approval of County. No such approval by County of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of County. All such assignments and subcontracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that County shall deem necessary.
16. **Compliance with Licenses, Permits, and Applicable Laws.** In performing services hereunder, Vendor shall comply with all federal, state and local laws and regulations. Vendor shall be responsible for identifying and obtaining all permits necessary to complete the scope of services. Vendor shall be responsible for obtaining, at its sole cost and expense, all necessary license licenses and other governmental approvals required in order for Vendor to provide the type of services required hereunder.
17. **E-Verify:** system established by the U.S. Department of Homeland Security to determine the immigration and work-eligibility status of prospective employees.
18. The Vendor agrees to certify to the Board that Vendor is in compliance with the federal E-Verify program, including obtaining written certification from all sub-Vendors who will participate in the performance of scope of services contemplated in this Agreement. All sub-Vendor certifications must be kept on file by the Vendor and made available to the state and/or the Board upon request. The Board reserves the right to take action against any Vendor deemed to be non-compliant; potential actions may include, but are not limited to, cancellation of this Agreement and/or suspending or debaring the Vendor from performing services for the County.
19. **Conflict of Interest.** Vendor shall notify Board in writing of any commitments during the term of this Agreement which may constitute a potential or actual conflict of interest with respect to the scope of services to be performed for the Board.
20. **Corporate Status; Change of Ownership.** If Vendor is a non-governmental, corporate entity:
 - a. *Corporate Status.* Vendor shall ensure that the corporate status shall continuously be in good standing and active and current with the state of its incorporation and the State of Florida and at all times throughout the Term, and any renewal or extension hereof. Failure of the Vendor to keep its corporate status active and current shall constitute a material breach under the terms of this Agreement.
 - b. *Change of Ownership.* Vendor shall notify County immediately upon any change in corporate ownership or any substitution of the key professional assigned (the "Key Person") to perform under this Agreement ("Change of

Ownership"). County shall have the option of cancelling this Agreement if a Change of Ownership is not suitable to it, provided however, no cancellation shall relieve the Vendor of its obligations to perform the work described herein or for liability for breach of same. A Change of Ownership means the occurrence of any one or more of the following: a sale, lease, or other disposition of 50% or more of the interest or assets of the company or corporation; a merger, reverse merger or consolidation with another entity; a transaction wherein a third-party becomes the beneficial owner having fifty (50%) percent or more interest in the corporation or company; or fifty (50%) percent or more of the total number of votes that may be cast for any act of the entity.

21. **Default.** Neither Party shall declare the other party in default of any provision of this Agreement without giving the other party at least ten (10) days advance written notice of intention to do so, during which time the other party shall have the opportunity to remedy the default. The notice shall specify the default with particularity.
22. **Dispute Resolution.** All disputes arising out of or in connection with this Agreement shall be attempted to be settled through good-faith negotiation between the Parties, followed if necessary within thirty (30) days by professionally-assisted mediation. Any mediator so designated must be acceptable to each Party. The mediation will be conducted as specified by the mediator and agreed upon by the Parties. The Parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either Party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings. Each Party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the Parties. Failing resolution through negotiation or mediation, either Party may file an action in a court of competent jurisdiction or other appropriate remedy available in law or equity as defined herein below.
23. **Jointly Drafted.** The Parties agree that this Agreement is entered into knowingly and voluntarily, after having the opportunity to fully discuss it with an attorney. Having had the opportunity to obtain the advice of legal counsel to review, comment upon, and redraft this Agreement, the Parties agree that this Agreement shall be construed as if the parties jointly prepared it so that any uncertainty or ambiguity shall not be interpreted against any one party and in favor of the other.
24. **Parties Acknowledgement; Parties Bound.** The Parties acknowledge that they have read this Agreement, and that they understand the terms and conditions herein and that the terms have been fully and completely explained to the Parties prior to the execution thereof. Each party acknowledges that the other party has made no warranties, representations, covenants, or agreements, express or implied, except as expressly contained in this Agreement. Further, the Parties have caused this Agreement to be executed on their respective behalf by the authorized officer whose signature appears below under their respective name, to be effective as of the date first written above. This Agreement shall inure to the benefit of and be binding upon the Parties, their successors, heirs, and personal representatives.

25. **Waiver.** The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.
26. **Time is of the Essence.** Time shall be of the essence of this Agreement.
27. **Survivability.** Any provision of this Agreement which obligates any of the Parties to perform an obligation either before the commencement of the Term or after the expiration of the Term, or any renewal or extension thereof, shall be binding and enforceable notwithstanding that performance is not within the Term, and the same shall survive.
28. **Severability.** Whenever possible each provision and term of this Agreement will be interpreted in a manner to be effective and valid but if any provision or term of this Agreement is held to be prohibited or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Agreement.
29. **Counterparts.** This Agreement may be executed in a number of identical counterparts and a facsimile or electronic/digital copy shall be treated as an original. If so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one agreement. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
30. **Section and Paragraph Headings.** Captions or paragraph headings herein contained are for organizational convenience only and shall not be constructed as material provisions of this agreement or to limit any provisions hereunder.
31. **Cooperation; Supplementary Actions.** All Parties agree to cooperate fully and to execute any supplementary documents, and to take any additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement, and which are not inconsistent with its terms.
32. **Miscellaneous.** Whenever the context shall so require, all words in this Agreement of one gender shall be deemed to include the other gender.
33. **Incorporation of Recitals.** Each of the WHEREAS clauses listed above are hereby re-alleged and incorporated into this Agreement as if otherwise fully stated herein.
34. **Notice.** Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be made in writing and shall be personally delivered to the individuals listed below, sent via prepaid courier or overnight courier, or deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, addressed to the addresses (and individuals) set forth below. No other form of electronic communications (Facebook, Twitter, Text) will be deemed Notice.

FOR THE BOARD

FOR THE VENDOR

Name: Bradley S. Arnold

Name:

Address: 319 E. Anderson Avenue, Bushnell, FL 33513

Address:

Title: County Administrator

Title:

Date:

Date:

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

ATTEST:

SUMTER COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____

By: Chairman

Date Signed: _____

ATTEST:

Vendor

By: _____

By: _____

Date Signed: _____



City of Bunnell, Florida

Agenda Item No. H.4.

Document Date: 2/23/2022 Amount:
Department: Human Resources Account #: Various
Subject: Request Approval of the City Health Insurance Enrollment 2022
Agenda Section: New Business:
Goal/Priority: Financial Stability/Sustainability, Organizational Excellence

ATTACHMENTS:

| Description | Type |
|--|----------|
| Health Insurance Plans and Contract 2022 | Contract |
| EAP - Contract 2022-2023 | Contract |
| Vision (VSP) 2022-2023 | Contract |

Summary/Highlights:

This is a request to renew the City's Health Insurance (including Dental , Life , VSP and EAP) plans with Florida Health Care Plans for the 5/1/2022 to 4/30/2023 year.

Background:

There is a zero increase for Health Benefits this year.

- FHCP Medical remains at the current rates
- USABLE Life remains at the current rates
- Florida Combined Dental remains at the current rates
- VSP remains at the current rates and new renewal 4/30/2023
- EAP (employee action program) remains at the current rate

Staff Recommendation:

Approval of the renewal of City Health Insurance with Florida Health Care Plans for Dental, Life, VSP and EAP.

City Attorney Review:

Approved as to form and legality.

Finance Department Review/Recommendation:

Approve

City Manager Review/Recommendation:

Approved.

February 22, 2022

Dear Benefits Manager,

It is Florida Health Care Plans' continued pleasure to provide health care coverage to **CITY OF BUNNELL**, employees.

FHCP is proud to once again claim top honors in the News-Journal Reader's Choice Award as the "Best HMO Around". This honor reflects our commitment to offer the highest quality medical care and service to our members' at the most affordable price.

FHCP strives to provide the most competitive rates available. Please be advised that the renewal rates for this organization were determined based on the cost factors for the current employee census. If the actual census or employees who participate in FHCP changes significantly, this could have a material impact on rates, either positive or negative. If based on actual enrollment, rates reflect a greater than 10% variance; FHCP reserves the right to make necessary adjustments.

I have attached the following contract documents for your group for this renewal period.

- FHCP Large Group Insurance Contract
- Employer Application
- Group Contract Information Page that provides the plan rates
- Applicable Rider(s)
- Summary of Benefit and Coverage (SBC) Document(s)

Please confirm the **CITY OF BUNNELL'S** acceptance of FHCP coverage by:

- 1) Reviewing and signing the attached FHCP Large Group Insurance Contract.
- 2) Completing and signing the attached Employer Application.
- 3) Reviewing and signing the attached Group Contract Information page.

Please return these documents to me **as soon as possible**, along with your member enrollment spreadsheet or applications. You can scan and email the signed contract documents to jen.ferreira@bcbsfl.com or fax them to me at 386-676-7119.

If you have any questions, please feel free to contact me at 386-615-5076, or **John Bierworth**, your Account Management Specialist at **386-615-5073**.

Sincerely,

Jen Ferreira, Sales Coordinator

Attachments

**FLORIDA HEALTH CARE PLAN, INC.
1340 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117**

**Group Insurance Contract
(herein called the Contract)**

Florida Health Care Plan, Inc., (hereinafter called FHCP), agrees to provide the health care services described under the provisions of the Group Plan as further described in the applicable Certificate of Coverage, Schedule of Benefits, and other applicable documents, to all Covered Employees of the Employer and their Covered Dependents. The provision of services is subject to all of the terms on this page and those that follow, including any limitations, restrictions or exclusions, as well as any amendments made a part of this Group Plan.


The Employer may act on behalf of all eligible employees and dependents. Every act by, agreement made with, or notice given to the Employer will be binding on all Covered Employees and Covered Dependents.

This Group Plan is issued in consideration of the application of the Employer and payment of Premium in advance by the Employer at FHCP's corporate office in Holly Hill, FL 32117

This Group Plan is effective on the Group Effective Date shown on the Group Plan Information Page. The first Premium covers the period starting on the Group Effective Date.

The parties hereto have caused this Agreement to be executed by their duly authorized officers or agents.

FLORIDA HEALTH CARE PLAN, INC.

By:  Date: 02/22/2022
CFO

GROUP / EMPLOYER

By: _____ Date: _____
Authorized Representative

CITY OF BUNNELL Group #: 704 Effective Date: 05/01/2022
Company Name

1. Responsibilities of the Employer

The Employer acknowledges that is eligible for the health care coverage provided under this Group Plan by virtue of being an Employer, as defined in the Florida Statutes and applicable law, at the time this Group Plan is issued. The Employer shall offer to all eligible employees the opportunity to become a Covered Employee under this Group Plan. Such offer shall be made in such a fashion that employees are made aware, and understand, that this Group Plan contains a benefit structure that may require the use of a Primary Care Physician and/or Participating Providers.

The Employer shall pay FHCP the applicable Premium as further described herein. The Employer may require an employee to pay some portion of the Premium. However, the Employer must contribute the same percentage toward the cost of all health benefit plans established and maintained by the Employer.

2. Responsibilities of FHCP

In consideration of the payment of Premium by the Employer, FHCP shall provide coverage for Covered Employees and, if applicable, their Covered Dependents. In doing so, FHCP may enter into agreements with providers of health care, one or more other Group Policies or insurers and such other individuals and entities as may be necessary to enable FHCP to fulfill its obligations under this Group Plan.

FHCP agrees to provide coverage without discrimination because of race, color, national origin, age, disability, religion, or sex or any other basis prohibited by law.

3. Employee Eligibility

Subject to any Eligibility Exceptions noted on the Group Plan Information Page or other applicable documents, an individual becomes eligible for coverage on the date they complete any applicable waiting period established by the Employer, as shown on the Group Plan Information Page or other applicable documents. The waiting period is the length of time an employee must wait before becoming eligible for coverage.

If an eligible person is currently covered under any other Plan issued by FHCP, or any other health benefit plan established and maintained by the Employer, they will not be considered eligible for coverage under this Group Plan.

4. Commencement of Coverage

On the Group Plan Effective Date as shown on the Group Plan Information Page, FHCP agrees to provide the coverage stipulated in this Group Plan, Certificates of Coverage, Schedule of Benefits, and other applicable documents to all Covered Employees and, if applicable, their Covered Dependents, if any. Such coverage begins on the Covered Person's effective date, which will be the first of the month after the receipt and approval of the application by FHCP, unless this Group Plan specifies a date other than the first of the month (See Special Enrollees, Late Enrollees, and Dependent Effective Date provisions of the Certificate of Coverage). FHCP accepts no liability for benefits related to expenses incurred prior to the Covered Person's effective date or after the Covered Person's termination date, which will be on the last day of the coverage month, except as described in the Extension of Benefits provision or as specified in the Terms of Renewal and Termination provisions.

5. Minimum Participation Requirements

Employer must maintain a minimum enrollment agreed upon by FHCP. If these participation requirements are not satisfied, FHCP reserves the right to terminate this Group Plan after giving the Employer forty-five (45) days written notice prior to the Group's anniversary date.

FHCP reserves the right to request evidence of employee and dependent coverage under other plans to verify eligibility and compliance with this Provision.

6. Termination of this Plan by the Employer

The Employer may terminate this Group Plan as of any Premium due date and should give FHCP at least forty-five (45) days prior written notice. In such event, no benefits will be provided on or after such termination date, except as specifically set forth in this Group Plan.

7. Termination of this Plan by FHCP

FHCP may terminate this Group Plan as of any Premium due date if the Employer has not paid the entire required Premium by the end of the Grace Period as set forth herein. However, if the Employer has given FHCP prior written notice in advance of an earlier date of termination, this Group Plan will terminate as of that earlier date. The Employer is liable to FHCP for any unpaid Premium for the time the Group Plan was in force, or for any amounts otherwise due FHCP.

If the Group's coverage is terminated for any reason set forth in this Group Plan, FHCP will mail the Employer a written notification that this Group Plan has terminated. This notification will disclose the date of termination and the reason(s) for termination. It is the Employer's obligation to immediately notify each Covered Person of any such termination.

8. Terms of Renewal

This Group Plan is a guaranteed renewable Plan. This means the Plan renews each year on the Group Plan Anniversary Date shown on the Group Plan Information Page. FHCP guarantees the Employer the right to renew the Group Plan each year, at the Employer's option, with the exception of non-payment of Premium or loss of eligibility. FHCP will give the Group at least forty-five (45) days advance written notice of our intent to non-renew this Group Plan, if one of the following circumstances has occurred:

- A. The Employer fails to timely pay Premium or contributions in accordance with the terms of this Group Plan;
- B. The Employer fails to comply with material provisions of this Group Plan which relates to rules for contribution or participation;
- C. FHCP ceases offering this Plan to all policyholders;
- D. The Employer and enrollees no longer work or reside in the service area of FHCP or in the area in which FHCP is authorized to do business;
- E. The Employer has performed an act or practice that constitutes fraud or made an intentional misrepresentation of material fact under the terms of this Group Plan;
- F. FHCP is required to by applicable law.

9. Discontinuance of this Plan

FHCP may discontinue offering this particular Group Plan if:

- A. FHCP provides at least ninety (90) days notice to each policyholder and to participants

- and beneficiaries covered under the Plan prior to renewal; and
- B. FHCP offers each policyholder the option to purchase other coverage currently being offered by FHCP.

10. Discontinuance of all Coverage in the Group Market

FHCP may discontinue offering all coverage in Florida if:

- A. We provide notice to the Office of Insurance Regulation (hereinafter called Office) and each Employer and enrollee 180 days prior to renewal; and
- B. All health coverage issued or delivered for issuance in Florida is discontinued and coverage under such health coverage is not renewed.

11. PREMIUM.

Employer shall pay FHCP Premium for services rendered in accordance with this Agreement.

- A. **Premium:** means any payments or amounts required by a health contract for coverage, by whatever name called. This includes but is not limited to any monthly subscription fee.

- B. Premium Due Date**

After the Group Effective Date shown on the Group Plan Information Page, the Premium due date will be the first day of each month.

- C. Payment of Premium**

The first Premium payment is due on the Effective Date shown on the Plan Information Page. Each following Premium payment is due monthly unless the Employer and FHCP agree on some other method and/or frequency of payment. Premium payments should be sent to FHCP's home office or the billing address provided by FHCP.

12. The Grace Period

This Plan has a 10-day grace period. A grace period means that if any required Premium is not paid on or before the date it is due, it may be paid during the grace period immediately following that Premium due date. During the grace period, the Plan will stay in force. The grace period does not apply to the Premium due on the Effective Date, or if the Employer has given FHCP written notice that the Plan is to be terminated prior to the Premium due date. If the Premium is not paid by the end of the grace period, the Plan may terminate as of the date the payment was due. Any late payment penalties are subject to Department of Insurance approval.

13. Monthly Premium Statement

FHCP will prepare a monthly statement of the Premium due on or before the Premium due date. This monthly statement will also reflect any pro rata Premium charges and credits resulting from changes in the number of Covered Persons and changes in the amounts of coverage that took place in the previous month. If a Covered Person becomes ineligible for coverage under this Group Plan for any reason, the Employer shall, if possible, provide FHCP with prior written notice of such ineligibility. However, in any event, written notice of such ineligibility shall be provided by the Employer to FHCP no later than thirty (30) days after such ineligibility. In the event that notice of termination of a Covered Person, or a decrease in coverage, is received by FHCP more than one month after the termination or decrease, retroactive credit will be limited to premium paid after date of termination or decrease in coverage.

FHCP's billing cycle is as follows:

1. If members are added on or before the 15th of the month, they are billed for the

whole month. If members are added on or after the 16th of the month, they are not billed for that month.

2. If members are canceled on or before the 15th of the month, they will not be billed for that month. If members are canceled on or after the 16th of the month, they are billed for the whole month.

This is called the “wash cycle”. If you have any questions, please call the FHCP Enrollment Department at 386-676-7176 or 1-800-352-9824 ext. 7176 during business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m.

[This provision is subject to FHCP billing policies, protocols, and procedures which may change from time to time.]

14. Simplified Accounting

Premium adjustments will be made on the monthly Premium statement date that is the same as or next follows the date:

- A. A person becomes covered;
- B. The amount of coverage on a Covered Person changes, but not due to a revision of the coverage plan; or
- C. A person ceases to be covered.

15. Changes in Premium

No change in Premium rates will be made for the first twelve (12) months that this Group Plan is in effect. A change in Premium rates will not be made more often than once in a twelve

(12) month period. FHCP will give the Employer written notice of any changes in Premium rates at least thirty (30) days prior to the Group’s renewal date.

16. Incorrect Premium Payment

Any Premium adjustment made due to the correction of an error in the Premium payment will be made without interest on the next Premium due date after the facts are made known to FHCP.

17. Entire Plan

The entire agreement is made up of this document, the Employer’s application for coverage, Certificate of Coverage, Schedule of Benefits, and any amendments, riders, or certificates attached hereto along with the applications for all Covered Employees and their covered dependents, or any other documents mutually agreeable by both FHCP and Employer to be incorporated herein. All statements made by the Employer or by a Covered Employee are considered to be representations, not warranties. This means that the statements are considered to have been made in good faith. No such statement will void this Plan, reduce the benefits it provides, or be used in defense to a claim for coverage unless it is contained in a written application and a copy is furnished to the person making such statement.

18. Time Limits for Certain Defenses

After two years from the effective date of this Plan, no misstatement made by the Employer, except a fraudulent misstatement made in the Employer’s application for this Plan, may be used to

void this Plan. After two years from a Covered Person's effective date, no misstatement made by the Covered Person, except a fraudulent misstatement on his or her application, may be used to deny a claim for any benefit which begins after the end of the two- year period from the Covered Person's effective date.

19. Employer as FHCP's Agent for Limited Purposes

The Employer is considered to be an agent of FHCP only for the following purposes:

- A. Collecting employee enrollment information;
- B. Collecting any required employee contribution; and
- C. Giving out Certificates of Coverage or other coverage information to the Covered Employees.

20. Administration

The Employer must provide FHCP with the information it needs to administer this Group Plan and to compute the Premium due. Failure of the Employer to provide this information will not void or continue a Covered Person's coverage. FHCP has the right to examine the Employer's records on any issues necessary for the proper administration of this Group Plan at any reasonable time while this Group Plan is in force.

21. Financial Responsibilities of the Employer

FHCP reserves the right to recover any benefit payments made to or on behalf of any individual whose coverage has been terminated. Recovery efforts will relate to benefit payments made for services or supplies rendered subsequent to the Covered Person's termination date and prior to the date notice of coverage termination by the Employer. The Employer shall cooperate with and support such recovery efforts.

In the event that the Employer does not comply with the notice requirements set forth in the Premium Statement section, the Employer shall be solely liable to FHCP to the extent of any payment made on behalf of such individual for services or supplies rendered subsequent to the date notice of a Covered Person's termination was due.

22. Certificates of Coverage

FHCP will issue Certificates of Coverage for each Covered Employee. The certificate will describe the benefits provided and the limitations of this Group Plan. Nothing in the certificate will change or void the terms of this Group Plan.

The Employer agrees that, if requested by FHCP, the Employer will distribute to Covered Persons, the Certificate of Coverage and any amendments or endorsements to it, other coverage materials and notices applicable to all or any Covered Persons.

23. Changes to this Group Plan

FHCP may change this Group Plan from time to time as required by applicable state and federal laws and subject to Office approval. No change to this Group Plan will be effective unless made by an amendment or rider that has been signed by an officer of FHCP. No agent may change this Group Plan or waive any of its provisions.

If FHCP increase the cost share for any benefit or delete, amend or limit any of the benefits to
LG Master Policy 10/19

which a Covered Person is entitled to under this plan, We will give the Group forty-five (45) days written notice prior to renewal. The Group will not be notified if benefits are increased or if the Group requests any changes, deletions or limitations.

24. Misstatements

If information about a Covered Person is misstated, FHCP may adjust the Premium to correctly reflect the true information. If the misstatement affects the amount of the Covered Person's coverage, the true information may be used to determine the correct amount of coverage.

25. Worker's Compensation

This Plan does not affect or take the place of Workers' Compensation.

26. Assignment

Neither this Plan, nor the benefits provided under this Plan, may be assigned except as otherwise specifically described in this Plan.

27. Certificate of Coverage Provisions made part of this Group Plan

The remainder of the Group Plan consists of the provisions shown in the Certificate of Coverage issued to Covered Employees under this Group Plan. These provisions are made a part of the Group Plan. Amendments, if any, changing the provisions of the Certificate of Coverage are also made a part of the Group Plan.

28. Service Area

The Service Area shall consist of the counties in which FHCP is authorized and licensed to do business.

29. Blue Cross Blue Shield Association

Subscriber, or Group Subscriber on behalf of itself and its participants hereby expressly acknowledges its understanding this policy/Agreement constitutes a contract solely between Subscriber and Florida Health Care Plans, which is an independent corporation operating under a license from the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans, (the "Association") permitting Florida Health Care Plans to use the Blue Cross and/or Blue Shield Service Mark[s] in Florida and that Florida Health Care Plans is not contracting as the agent of the Association. Subscriber, or Group Subscriber on behalf of itself and its participants further acknowledges and agrees that it has not entered into this policy/Agreement based upon representations by any person other than Florida Health Care Plans and that no person, entity, or organization other than Florida Health Care Plans shall be held accountable or liable to Subscriber, or Group Subscriber for any of Florida Health Care Plans obligations to Subscriber, or Group Subscriber created under this policy/Agreement. This paragraph shall not create any additional obligations whatsoever on the part of Florida Health Care Plans other than those obligations created under other provisions of this agreement.

30. Retroactive Enrollment Activity

Requests for retroactive enrollment activity shall be submitted in writing to FHCP's Enrollment Department and shall include an explanation for the retroactive request. Such requests are only granted in FHCP's sole discretion. Parties acknowledge that granting of requests may be subject to certain reporting requirements under state or federal guidelines. FHCP reserves the right, in its sole discretion, to process reversal of any claims payments made during the retroactive termination period. Parties acknowledge that individual members may be billed for reversed claims.

EMPLOYER APPLICATION

PLEASE FORWARD COMPLETED APPLICATION TO:
FLORIDA HEALTH CARE PLANS, ATTN.: MARKETING DEPARTMENT, 1340 RIDGEWOOD AVENUE, HOLLY HILL, FL 32117
IF YOU SHOULD HAVE ANY QUESTIONS, PLEASE GIVE US A CALL AT 386-676-7110 or 1-800-232-0578.

I. GROUP INFORMATION: (PLEASE PRINT)

Application and all necessary requirements must be received by the 15th of the month prior to effective date.

LEGAL GROUP NAME _____
 "DOING BUSINESS AS" (DBA), IF DIFFERENT _____ GROUP NO(S) _____
 STREET ADDRESS _____
 CITY/STATE/ZIP _____ PHONE # _____
 MAILING ADDRESS _____
 (IF DIFFERENT FROM ABOVE)
 CITY/STATE/ZIP _____ EMAIL _____
 GROUP CONTACT PERSON _____ TITLE _____ FAX # _____
 FEDERAL TAX ID# _____ NATURE OF BUSINESS _____ SIC# _____ EXCLUSIVE: Yes No
 IF NO, OTHER CARRIER _____ AND # OF EMPLOYEES ENROLLED _____
 WORKER'S COMP CARRIER _____

CURRENT CARRIER _____ EFFECTIVE DATE _____ TERM DATE _____

PRIOR CARRIER _____ EFFECTIVE DATE _____ TERM DATE _____

II(a). EMPLOYMENT DATA:

| Number of employees choosing: | Number of employees: |
|---|-------------------------------|
| HMO Coverage _____ | Employed part-time _____ |
| POS Coverage _____ | Serving new hire period _____ |
| Triple Option Coverage _____ | Residing out-of-area _____ |
| Waive Coverage _____ | Retired _____ |
| Total number of eligible employees: _____ | Eligible for Cobra _____ |

II(b). ELIGIBILITY RULES:

- A. Employee must work _____ or more hours per week to be eligible.
- B. Retirees Covered: Yes No
- C. Eligibility Waiting Period: _____ of month following _____ days of eligible employment.
- D. Have you employed 20 or more employees for 20 weeks or more during the last calendar year? Yes No

III. COVERAGE SELECTION FOR ALL ELIGIBLE EMPLOYEES:

EFFECTIVE DATE _____ / _____ / _____ (mm/dd/yyyy)
 EMPLOYER CONTRIBUTION TO FHCP: (MINIMUM 50% REQUIRED) SINGLE _____ % DEPENDENT _____ %

LARGE GROUP: (51+ employees)

50% Participation Required

PLAN CODE(S)

HMO _____

POS _____

Triple Option _____

HDHP _____

APPLICABLE RIDERS

Dental

Vision

Pharmacy

Wellness (Gym)

WFW _____

Other _____

SMALL GROUP COMPLETE

One Life 2-50

I reviewed state mandated plans available to small groups, I elect to choose other coverage for my business.

Domestic Partnership Coverage

COBRA Administration (Available to groups with 20+ employees)

IV. AGENT INFORMATION:

AGENT NAME (please print) _____ E-mail Address: _____

STATE OF FLORIDA LICENSE NO. _____

EMPLOYER/AGENCY (if commissions are paid to entity) _____

ADDRESS _____

CITY / STATE / ZIP _____

PHONE # _____ FAX # _____

SIGNATURE _____ DATE _____

V. EMPLOYER CERTIFICATION:

The Employer named above hereby applies for Employer Group Health Benefit Plan membership in FHCP on behalf of its eligible members and their eligible dependents who elect to enroll in FHCP. If accepted, this Employer Enrollment Form, Employee Enrollment Forms, the executed FHCP Employer Group Health Benefit Plan Contract, and Certificates of Coverage for the selected benefit plan, constitute the entire Contract between the Group and FHCP. The Employer agrees to pay any and all monthly subscription fees associated with the coverage chosen for their employees. The Employer is a group employer and eligible for coverage under the applicable section of the Florida Statutes and approved by the Department of Financial Services. I certify that I have read the statements on this form or that they have been read to me, and that all the information was provided by me and is true and complete to the best of my knowledge. I understand that any material misrepresentation or material omission contained herein may be used to reduce or deny a claim or service or void the contract; I understand that no agent can modify this application, waive the answers to any questions, or suggest or complete the answers thereto. ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER, FILES A STATEMENT OF CLAIM OR ANY APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.

Company Name: _____

Authorized Person's Name: _____ Title: _____

Authorized Person's Signature: _____ Date: _____

FOR FHCP USE ONLY:

| MARKETING | ENROLLMENT |
|---|--------------------------------------|
| Commissions: <input type="checkbox"/> Yes <input type="checkbox"/> No | Group No: _____ Check No: _____ |
| Approved: _____ Date: _____ | Plan Codes: _____ Approved By: _____ |
| | Rider Codes: _____ Date: _____ |
| | Amount Received: _____ |

CONTRACT INFORMATION PAGE

Employer Name: CITY OF BUNNELL Group Number(s): 704
 Group Plan(s): HMO(S)

Group Effective Date: 10/01/2005

Contract Anniversary Date: 05/01/2022 - 04/30/2023

Eligibility Exceptions: N/A

Applicable Options:

- Vision Rider
- Dental Rider
- Pharmacy Rider \$3/10/30/55
- COBRA Coverage
- WFW effective 06/01/2013 Co-pay \$5.00
- Wellness Rider (gym access) effective 05/01/12

Waiting Period: First of the month following 60 days of eligible employment.

Rate Schedule

| | | | | |
|---------------------|----------------------|----------------------|--|--|
| Group Plan | HMO T23 | HMO T66 | | |
| Rx & Rx Code | \$3/10/30/55 Rx (G4) | \$3/10/30/55 Rx (G5) | | |
| Single | \$830.93 | \$733.94 | | |
| SP w/ any# Children | \$1,612.01 | \$1,423.84 | | |
| Couple | \$1,612.01 | \$1,423.84 | | |
| Family | \$1,985.93 | \$1,754.11 | | |

Florida Health Care Plan, Inc. (hereinafter called FHCP) agrees to provide the health care services described under the provisions of this Group Insurance Contract (herein called the Contract) and the FHCP Group Member Handbook (which by reference thereto is made a part thereof) for all Covered Employees of the Employer and their covered dependents. The provision of services is subject to all of the terms on this page, those that follow, and the FHCP Group Member Handbook, including any limitations, restrictions or exclusions, as well as any amendments made a part of this Contract.

The Employer may act on behalf of all eligible employees and dependents. Every act by, agreement made with, or notice given to the Employer will be binding on all Covered Employees and Covered Dependents.

The contract is issued in consideration of the application of the Employer and payment of subscription fees in advance by the Employer at FHCP's Holly Hill Facility. This Contract is effective on the Contract Anniversary Date shown above. The first subscription fees cover the period starting on the Contract Anniversary Date.

Signed for Florida Health Care Plan, Inc., at its facility in Holly Hill, Florida to take effect on the Contract Anniversary Date for delivery in the State of Florida.

BY: 
 L. Melanie Ruel
 CFO
 Florida Health Care Plans, Inc.

Jenevieve Ferreira
 Witness
 Date: 02/22/2022

BY: _____
 Name: Catherine D. Robinson
 Title: Mayor
 Group Name: City of Bunnell

 Witness
 Date: _____



PREFERRED FITNESS CERTIFICATE

This Preferred Fitness Certificate is designed to complement your FHCP benefit plan and provide fitness center access and other services to further members' wellness which include:

Fitness Center (Gym) access for eligible members:

Covered members will have access to FHCP contracted fitness centers in our service area. Please refer to the FHCP Certificate of Coverage for a listing of our service area.

- You are not required to select one specific fitness center.
- You may visit as many different fitness centers as often as you want.
- Simply show your FHCP ID card on or after your effective date to gain access.
- A list of contracted fitness centers can be found under the plan documents on the FHCP member portal or you can contact FHCP's Member Services Department at the contact information below.
- Please check with the specific fitness center for the ages accepted.

Member Portal including Welcome to Wellness.

Members are offered online health information through the Member Portal that includes a large variety of general health and wellness topics. Included are:

- a) Personal Health Assessment
- b) Personal health Information
- c) Interactive tools
- d) Preventive care information
- e) Quizzes
- f) On line access to programs and information
- g) A comprehensive library of health related topics in English and Spanish

If you have any questions or would like additional information please contact the Florida Health Care Plans Member Services Department at
386.615.4022
1.877.615.4022
www.fhcp.com



Florida
Health Care
Plans

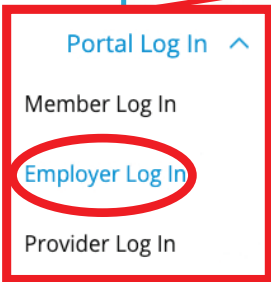
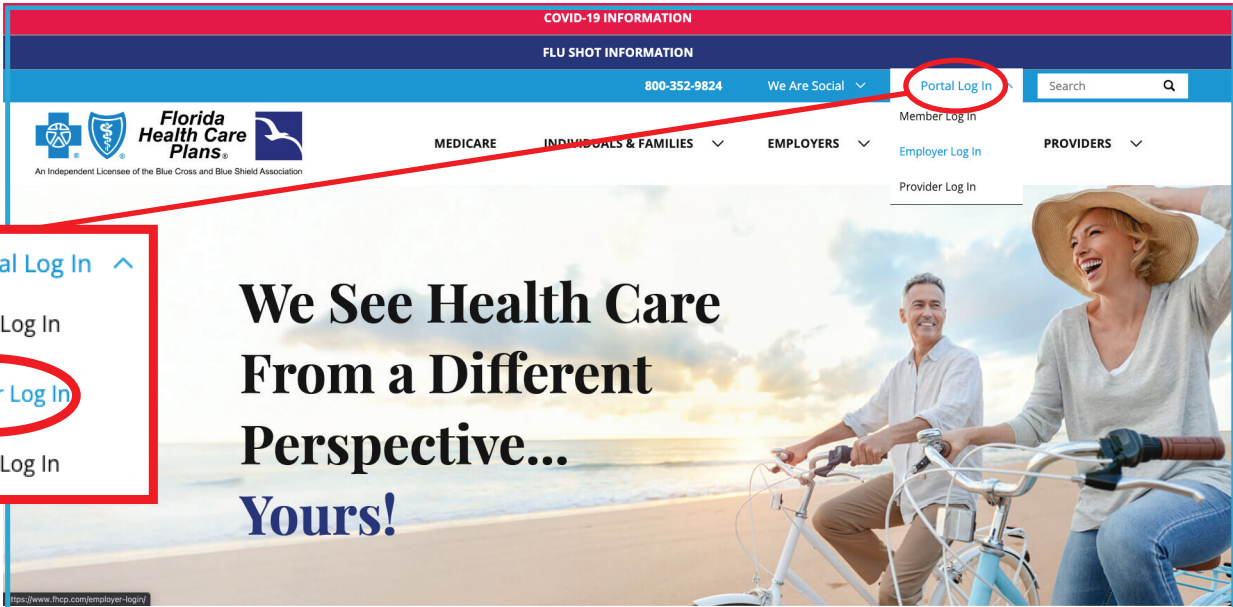


FHCP EMPLOYER PORTAL SIGN-UP INSTRUCTIONS

An Independent Licensee of the Blue Cross and Blue Shield Association

1

VISIT FHCP.COM AND CLICK THE "PORTAL LOG IN" BUTTON ON THE TOP, THEN CHOOSE "EMPLOYER LOG IN" FROM THE DROP DOWN MENU.



We See Health Care
From a Different
Perspective...
Yours!

OR YOU CAN LOOK FOR THIS BUTTON UNDER **EMPLOYERS**:

Portal Log In

2

Employer Group Log In

* Indicates Required Field

Username* Password*

LOGIN NOW **NEW GROUP REGISTRATION**

[FORGOT PASSWORD](#) | [FORGOT USERNAME](#)

[Trouble Logging In?](#) | [Help](#) | [Email Customer Service](#) | [Call 1-877-814-9909](#)

IMPORTANT NOTE: If you are a new employer, your portal account will be unavailable until 48 hours after enrollment completion with FHCP. If you require assistance with logging into your portal account, please contact technical support at 1-877-814-9909.

NEXT, YOU WILL COME TO THIS PAGE. BE SURE TO CLICK "**NEW GROUP REGISTRATION**" TO CREATE YOUR NEW ACCOUNT. ALL EMPLOYERS WILL NEED TO CREATE AN ACCOUNT WITH FHCP TO LOGIN.

YOU WILL NEED YOUR GROUP TAX ID NUMBER TO REGISTER FOR YOUR ACCOUNT. ONCE YOU FOLLOW THE STEPS, FHCP WILL CONFIRM YOUR REGISTRATION. YOU WILL NOW BE ACTIVATED AND ABLE TO USE YOUR ACCOUNT!

TIPS

- USE ONLY SUPPORTED BROWSERS (UPDATED FIREFOX, CHROME, SAFARI AND INTERNET EXPLORER)
- JOT YOUR USER NAME AND PASSWORD DOWN AND KEEP IT IN A SAFE LOCATION



**Florida
Health Care
Plans**



An Independent Licensee of the Blue Cross and Blue Shield Association

FHCP EMPLOYER PORTAL SIGN-UP INSTRUCTIONS

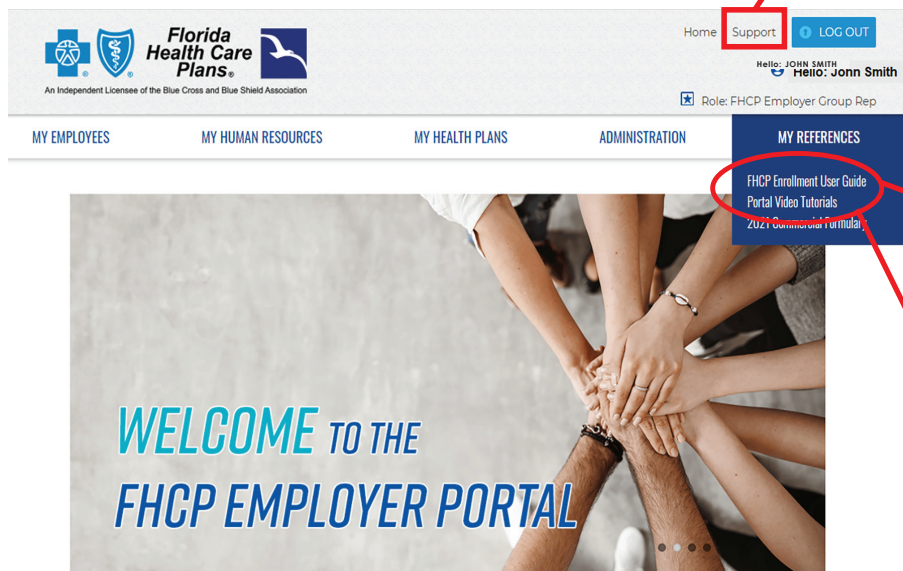
3

FEATURES AVAILABLE IN THE EMPLOYER PORTAL

- SELECT AN EMPLOYEE AND VIEW THEIR DEMOGRAPHICS
- VERIFY BENEFITS AND ELIGIBILITY COVERAGE AND DEDUCTIBLE AND OUT-OF-POCKET ACCUMULATORS FOR AN EMPLOYEE AND/OR DEPENDENTS
- REQUEST REPLACEMENT OR TEMPORARY ID CARDS FOR EMPLOYEE AND/OR DEPENDENTS
- VIEW/ACCESS BENEFIT DOCUMENTS FOR SELECTED EMPLOYEE
- SUBMIT ELECTRONIC “CHANGE ENROLLMENT” TRANSACTIONS TO FHCP
- SUBMIT ELECTRONIC “TERMINATE ENROLLMENT” TRANSACTIONS TO FHCP
- SUBMIT ELECTRONIC “INITIAL ENROLLMENT (ADD)” TRANSACTIONS TO FHCP
- REQUEST/VIEW/DOWNLOAD AN EMPLOYEE ROSTER REPORT

THREE WAYS TO GET SUPPORT:

4



1- CLICK **SUPPORT** TO FIND IMPORTANT FHCP PHONE NUMBERS

2- **ACCESS** THE ENROLLMENT USER GUIDE FOR INSTRUCTIONS ON EACH FUNCTION

3- **ACCESS** VIDEO TUTORIALS FOR INSTRUCTIONS ON EACH FUNCTION

PLEASE NOTE: After you have registered for the portal, you will be sent a confirmation email informing you of available resources and how to register for training. **FHCP Strongly recommends** that you attend training before submitting enrollment changes.



EMPLOYEE ASSISTANCE PROGRAM

Initial Term Purchase Order

This Initial Term Purchase Order is considered part of, and shall be governed by the attached Employee Assistance Program Agreement (“Agreement”) between the Employer, as defined below, and New Directions Behavioral Health, L.L.C. (“New Directions”).

The rate and frequency at which Employer will compensate New Directions for the Program Services to be provided to the Employer during the Initial Term, as outlined in the Agreement, is stated below. All Program Services are described in more detail within the Agreement.

Employer: City of Bunnell

Address: PO Box 756, Bunnell, FL 32110

Initial Term: 5/1/2022 to 4/30/2023

PEPM Rate: \$ 2.52 , per employee, per month (“PEPM”), to be invoiced and paid Quarterly

Payment Terms: Payment of Program Fees is due to New Directions within thirty (30) days of the date of the New Directions invoice.

Standard Program Services:

| Service | Quantity |
|--|-------------------------|
| EAP Counseling Session Model | 6 Sessions ¹ |
| WorkLife Services | Included |
| Digital Behavioral Health Tools | Included |
| Training and/or Critical Incident Response Hours (face-to-face or virtual) | 1 hours annually |

On-Request Services and Fees:

| On-Request Service | Rate |
|-----------------------------------|--|
| Training Hours | \$350.00 per representative, per hour |
| Critical Incident Response | \$350.00 per clinician, per hour |
| DOT/SAP Referrals | \$800.00 per case referred to New Directions |
| Fitness For Duty Examination | Dependent upon specific FFD referral, to be quoted at time of Employer request |
| Hard Copy Communication Materials | To be quoted at the time of Employer request |

¹ Unless otherwise required or limited by state law, this is the maximum number of short term counseling sessions per member/per issue, which includes evaluation and assessment session(s). California residents are limited to a maximum of 3 sessions every 6 months.

New Directions Behavioral Health, L.L.C.

Employer

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EMPLOYEE ASSISTANCE PROGRAM CLIENT AGREEMENT

THIS EMPLOYEE ASSISTANCE PROGRAM CLIENT AGREEMENT (“Agreement”) is made and entered into effective as of May 1, 2022 (“Effective Date”), by and between New Directions Behavioral Health, L.L.C. and its affiliated companies (collectively, “New Directions”) and Employer, as defined in Initial Term Purchase Order to which this Agreement is attached. New Directions and Employer each may be referred to as “Party” and collectively may be referred to as the “Parties.”

Recitals

WHEREAS, New Directions provides administrative and referral services to employers for employee assistance programs established for the benefit of their Covered Persons;

WHEREAS, New Directions is willing and able to provide the Program Services described herein;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto do hereby agree as follows:

Article I **Definitions**

1.1 “Business Associate Agreement” or “BAA” is an acknowledgment between Employer and New Directions regarding compliance and obligations under HIPAA and HITECH as well as other federal and state obligations related to the information privacy of New Directions and Employer.

1.2 “Covered Person(s)” is an Eligible Employee(s) and/or an Eligible Dependent(s).

1.3 “Eligible Dependent(s)” is any household member or immediate dependent family member of an Eligible Employee who is able to receive Program Services under the Employee Assistance Program.

1.4 “Eligible Employee(s)” is a full-time or part-time employee or COBRA beneficiary of Employer who is able to receive Program Services under the Employee Assistance Program as established by the Employer.

1.5 “Employee Assistance Program” or “EAP” is the program established by Employer to provide Covered Persons with an assessment of a personal, emotional, marital, family, financial, or legal issue and either: (a) a referral of the Covered Person to an EAP Provider or other resource for assistance in resolving the presenting issue, as appropriate, or (b) short-term counseling by an EAP counselor to resolve the presenting issue, as appropriate.

1.6 “ERISA” is the Employee Retirement Income Security Act of 1974, as amended.

1.7 “Program Services” are the services described in **Exhibit A** attached hereto.

1.8 “Proprietary and Confidential Information” is the terms and provisions of this Agreement, all financial information and data including the fees and rates charged or paid hereunder, management information systems and procedures, contracts or business relationships with any Party, any other business information regarding a Party to this Agreement which is

obtained in connection with the arrangements and responsibilities contemplated herein, and other trade secrets and matters traditionally considered to constitute proprietary information which is not publicly known or discoverable.

Article II Duties of New Directions

2.1 Services. During the term of this Agreement, New Directions shall provide certain services to the Employee Assistance Program(s) (“EAP”) as described below:

(a) New Directions shall provide Employee Assistance Program services to Covered Persons, as described in Exhibit A attached hereto and made a part hereof (the “Program Services”).

(b) Each Covered Person, upon contacting New Directions, shall receive an initial evaluation and risk assessment by an EAP intake counselor. The EAP intake counselor shall refer the Covered Person to the appropriate EAP Provider for the presenting issue, or to a non-EAP Provider or agency if the presenting issue is not amenable to short-term EAP counseling or other Program Services.

(c) Each EAP Provider shall have the appropriate professional licensure, and if applicable, shall be certified to perform requested services in their respective state of practice.

(d) In the event a Covered Person’s presenting issues require acute care needs, psychiatric care, or represent issues not amenable to short-term counseling, e.g. major depression, psychosis, panic disorder, and severe chemical dependency, the Covered Person shall be referred to an appropriate resource.

(e) In the event a Covered Person’s presenting issues require a non-mental health or substance use specialized service, e.g. a legal or financial issue, New Directions will refer such Covered Person to an appropriate resource. Fees for non-Program Services or professional services rendered by resources other than an EAP Provider, if any, shall be the responsibility of the Covered Person and are not the responsibility of New Directions.

(f) Program Services shall be provided by appointment at the office of an EAP Provider, telephonically or via any other New Directions approved electronic medium. Access to an EAP Provider will be available through either a referral of a Covered Person by Employer to New Directions or by a Covered Person’s self-referral to New Directions.

(g) New Directions shall have the sole financial responsibility to pay each claim for Program Services rendered by an EAP Provider. In no event including, but not limited to, non-payment by New Directions or a breach of this Agreement by New Directions or Employer, shall an EAP Provider bill, collect any payment, or seek reimbursement from a Covered Person for Program Services. An EAP Provider may bill a Covered Person if the Covered Person agrees in writing to a Provider’s no-show billing policy, then elects to not attend a scheduled session.

(h) New Directions and its EAP Providers shall not assume any responsibility in any circumstance for the supervision or the employment status of any employee of Employer. Supervision and decisions regarding the employment status of an employee of Employer shall be the sole responsibility of Employer.

2.2 Preparation and Maintenance of Business Records. New Directions agrees to prepare and maintain, and/or require the preparation and maintenance for each Covered Person receiving Program Services under this Agreement, adequate business records documenting the Program Services arranged by New Directions and the payment for such service. Such records shall be in the form, contain such information, and be retained for such time period as is required by applicable laws, licensing requirements, and professional standards governing the provision of Program Services. New Directions' obligation to maintain such records shall not expire upon the termination of this Agreement.

2.3 Licensure and Conduct. During the term of this Agreement, New Directions shall comply with all applicable federal and state licensing requirements and shall perform the Program Services in conformance with all applicable federal and state statutes, regulations, and rules.

2.4 Insurance. During the term of this Agreement, New Directions, at its sole cost and expense, shall procure and maintain insurance covering its activities under this Agreement, as follows:

- a. Commercial General Liability: covering bodily or personal injury, property damage, products and completed operations of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Such insurance shall include: (1) premises/operations; (2) independent contractors; (3) contractual liability; and (4) personal injury liability;
- b. Worker's Compensation: as statutorily required;
- c. Automobile Liability: (owned, non-owned and hired): combined single limit bodily injury and property damage of \$1,000,000 each occurrence and annual aggregate;
- d. Managed Care E&O: \$5,000,000 each claim and annual aggregate; and
- e. Cyber Liability: \$5,000,000 each claim and annual aggregate.

New Directions shall, upon request, provide to Employer, a certificate of insurance evidencing the above coverage.

Article III **Duties of Employer**

3.1 Compensation to New Directions. New Directions shall invoice, and Employer hereby agrees to pay New Directions for the Program Services received by Employer, as described in Exhibit A of this Agreement. The Initial Term Purchase Order between the Parties, hereby incorporated by reference, as well as any subsequent Renewal Term Purchase Order(s) states the rate and frequency of payment due from Employer for the Program Services (the "Program Fee(s)"). Payment of Program Fees is due to New Directions within thirty (30) days of the date of the New Directions invoice. If payment is not received within thirty (30) days of the date of invoice, New Directions may, in its sole discretion, charge a late payment fee equal to one and one-half percent (1.5%) of the delinquent payment, which charge shall accrue monthly until the delinquent payment is paid in full. New Directions, in its sole discretion, may also suspend Employer's access to the Program Services until such time Employer has paid all overdue, undisputed amounts owed to New Directions, as more fully described in Section 4.3, below.

3.2 Annual Pricing. The Program Fee to be charged to the Employer for the Program Services provided under this Agreement is subject to review and revision, as follows:

a. The Program Fee shall be calculated by multiplying the number of Eligible Employees reported to New Directions by Employer times a per employee, per month rate (“PEPM Rate”). The rate and frequency of the Program Fee to be paid to New Directions during the Initial Term, as defined herein, is stated in the attached Initial Term Purchase Order between the Parties, and shall remain the same during the Initial Term, except as otherwise provided in Section 3.2(e), below.

b. New Directions shall, no later than sixty (60) days prior to the end of the Initial Term and any subsequent Renewal Term(s), as defined herein, provide to Employer the Program Fee to be charged for the next Renewal Term. Adjustments to the Program Fee, if any, may be based on factors including, but not necessarily be limited to, the number of Covered Persons, Program Services provided and past utilization of Program Services.

c. A Renewal Term Purchase Order, stating the Program Fee and any changes to the Program Services to be offered for the upcoming Renewal Term, shall be executed by the Parties no later than thirty (30) days prior to the end of the Initial Term or any then current Renewal Term. The Renewal Term Purchase Order shall replace the previously executed Purchase Order (Initial Term or Renewal Term) and shall state the rate and frequency of the Program Fee to be paid to New Directions, which shall remain the same during such Renewal Term.

d. If the Parties are not able to agree upon revisions to the Program Fee and/or Program Services, the Agreement shall automatically terminate at the end of the then current Initial Term or Renewal Term. In the event of a termination, the Employer is obligated to pay all fees due to New Directions through the end of the then current Term or Renewal Term.

e. The Program Fee calculation may be adjusted during the Initial or Renewal Term(s) to reflect significant increases or decreases in the number of Eligible Employees, as mutually agreed upon between the Parties.

3.3 Census Reports. Employer shall deliver to New Directions a count of the number of Eligible Employees on an annual basis, or more often if requested by New Directions.

3.4 Final Authority, Plan Administrator. New Directions acknowledges and agrees that Employer shall retain all final authority and responsibility for the EAP including, but not limited to, compliance with ERISA and any other state or federal law applicable to Employer or the administration of the EAP. New Directions and Employer agree that New Directions role shall be limited to that of providing the Program Services on behalf of Employer in accordance with the EAP and this Agreement. New Directions shall not for any purpose be deemed the Employer’s “Plan Administrator” or a “fiduciary” under ERISA or any other applicable law or regulation. Employer shall be responsible for the preparation and filing of any reports, returns, or disclosures required by the U.S. Department of Labor, the Internal Revenue Service, or any other federal or state agency.

3.5 Meeting Facilitation. Employer assumes the responsibility of informing applicable employees of all trainings, orientations, or meetings the Employer schedules through New Directions. New Directions will have no liability or responsibility to ensure any level of

participation and/or turnout for scheduled trainings, orientations, or meetings. Employer will be liable for the cost of the trainings, orientations, or meetings requested, regardless of the level of participation and/or turnout by Employer's employees.

3.6 Account Contact. Employer will designate an employee ("Account Contact") to be the coordinator of the EAP and to represent the Employer to New Directions in the day-to-day contacts regarding the EAP and Program Services contemplated by this Agreement. New Directions will have the ability to rely on the guidance and requests of the Account Contact as the authoritative and authorized voice of the Employer. New Directions will not be held liable in any circumstance or in any manner when it has relied on the advice, guidance, or direction of the Account Contact at the detriment of the Employer.

Article IV **Term of Agreement/Termination**

4.1 Term. This Agreement shall be effective as of the Effective Date listed above, and shall remain in full force and effect for a period of twelve (12) months ("Initial Term"), and thereafter shall renew for successive one-year terms ("Renewal Terms" or singularly, "Renewal Term"), subject to the execution of a Renewal Term Purchase Order for each Renewal Term, as more fully described in Section 3.2, above. Termination of this Agreement during the Initial Term is not permissible, except under the circumstances detailed in Sections 4.2 and 4.3, below.

4.2 Termination for Cause. Either Party may terminate this Agreement upon sixty (60) days prior written notice to the other Party in the event: (a) a Party fails to perform any material duty or obligation imposed upon it by this Agreement; provided, that the breaching Party does not cure such breach within sixty (60) days following the written notice specifying the facts underlying the claim that a breach exists and requesting that such breach be cured; or (b)(i) a Party becomes subject to a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, (ii) becomes subject to an involuntary petition regarding the foregoing that is not dismissed within sixty (60) days after filing, (iii) declares or admits publicly and in writing that it is insolvent or is unable to meet its debts as they mature, or (iv) makes an assignment for the benefit of all or substantially all of its creditors. New Directions will continue to provide Program Services and Employer will continue to be responsible for payment of Program Fees during any notice periods required under the terms of this Section 4.2.

4.3 Termination for Non-Payment. New Directions may suspend Employer's account and not be obligated to provide additional Program Services in the event Employer is more than ninety (90) days past due in payment of all amounts due to New Directions under this Agreement. At such time Employer brings their account current, all Program Services shall be immediately reinstated. In the event Employer is more than one-hundred twenty (120) days past due in payment of all amounts due to New Directions under this Agreement, New Directions may immediately terminate this Agreement and, if terminated, shall provide notice of such termination to Employer.

4.4 No Cause Termination. Following the Initial Term, either party may terminate this Agreement for any or no reason with ninety (90) days prior written notice to the other party. New Directions will continue to provide Program Services and Employer will continue to be

responsible for payment of Program Fees during any notice periods required under the terms of this Section 4.4.

4.5 Provision of Program Services Following Termination. If on the termination date of this Agreement a Covered Person is engaged in authorized treatment with an EAP Provider, New Directions will continue to provide such treatment until clinical conclusion, but no longer than sixty (60) days from the effective date of the termination of this Agreement.

Article V **General Provisions**

5.1 Independent Contractor. This Agreement is not intended to create, nor is it to be construed as creating, any relationship between New Directions and Employer other than that of independent Parties contracting with each other solely for the purpose of effectuating the provisions of this Agreement. Neither New Directions nor Employer, nor any of their respective officers, directors, or employees, shall act as or be construed to be the agent, employee, partner, or representative of the other. Neither Party to this Agreement shall hold itself out as the partner or agent of the other Party or make representations or warranties on behalf of the other Party, except as otherwise expressly agreed upon herein.

5.2 Dispute Resolution. In the event that the Parties hereto are unable to resolve any dispute regarding the interpretation or application of any provision of this Agreement through good faith negotiations, the Party claiming such dispute shall provide notice to the other Party of its desire to proceed to arbitration. If the dispute cannot be resolved through further negotiations between the Parties within ten (10) business days after such notice is received, the Parties may proceed to binding arbitration in accordance with the Commercial Arbitration rules of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof. The arbitrator shall have no power to award punitive or exemplary damages or to ignore or vary the terms of the Agreement. The arbitrator shall be bound by controlling law. In no event shall Employer disclose or discuss, directly or indirectly, any such dispute, disagreement, or grievance concerning this Agreement with any entity other than legal counsel.

5.3 Indemnity. Each party agrees to indemnify, release, discharge and hold the other party, its successors and assigns and affiliated corporations, harmless, and agrees to defend the other party from and against any and all third party claims for liabilities, losses, damages, claims (including workers' compensation claims), lawsuits, causes of action, and expenses associated herewith (including reasonable attorney's fees in defending against any such claim or lawsuit) (collectively "Claims") caused or asserted to have been caused, directly or indirectly, by the negligence or willful misconduct of the indemnifying Party, its officers, employees, or agents, in its performance under this Agreement.

Upon receiving notice of a Claim, the party seeking indemnification shall give the indemnifying party reasonably prompt written notice thereof but in any event not later than 15 days after becoming aware of such Claim; provided, however, that the failure to so notify the indemnifying party will not relieve the indemnifying party of any liability that it may have to the indemnified party, except to the extent that the indemnifying party demonstrates that the defense of such Claim is prejudiced by the indemnifying party's failure to receive such notice. Such notice shall describe the Claim in reasonable detail, and shall indicate the estimated amount, if

practicable, of the indemnifiable loss that has been or may be sustained by such indemnified party. The indemnifying party shall have the obligation to control the defense of any Claim. The party seeking indemnification, however, shall have the right to approve any settlement that purports to be binding on it or include any provisions other than the payment of monetary damages (including any admissions of liability or wrongdoing on the part of the indemnified party) and to have advisory counsel assist with the defense at indemnified party's own expense. The indemnified party will provide all reasonable assistance requested of it by the indemnifying party.

Notwithstanding anything to the contrary in this Agreement, for any Claim in which either Party is the indemnified party and which relates to the alleged violation of applicable law or regulation, or for any Claim that could reasonably be determined to adversely affect its ongoing operations in any material respect, the indemnified party shall have the right to control the defense of the Claim. Exercising this option shall not relieve the indemnifying party of any other obligations imposed upon it as the indemnifying party under this Section. However, the indemnifying party shall have the right to approve any settlement that purports to be binding on it or that requires the payment of money (such approval not to be unreasonably withheld, conditioned or delayed) and to have advisory counsel at its own expense.

5.4 Limitation of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

The cumulative aggregate liability of a Party, whether in contract, tort or otherwise, for all damages arising out of or relating to this Agreement will be limited to an amount equal to the lesser of: (a) actual damages incurred by the Party as a result of the event(s) giving rise to the liability, or (b) the amounts paid, or received, by the Party for the Services for the twelve (12) month period immediately preceding the month in which the event giving rise to the liability occurred.

The limitation set forth in this Section will not apply with respect to recovery under claims for (a) gross negligence or willful misconduct, (b) breach of any of any regulatory requirement; or (c) indemnification for claims by third parties regarding infringement of third parties' intellectual property rights.

5.5 HIPAA Compliance. Each Party acknowledges that the use and disclosure of individually identifiable health information is limited by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 CFR Parts 160 and 164, the federal security standards contained in 45 CFR Part 160, 162 and 164, and the federal standards for electronic transactions contained in 45 CFR Parts 160 and 162, all collectively referred to herein as the "HIPAA Requirements." Each Party agrees to comply with the HIPAA Requirements to the extent applicable to such Party and further agrees that it shall not use or further disclose Protected Health Information (as defined under the HIPAA Requirements) other than as permitted by the HIPAA Requirements. The Parties further agree to execute such other agreements, including the attached BAA shown in **Exhibit B** and understandings as may be necessary or required to satisfy all HIPAA Requirements applicable to this Agreement.

5.6 Assignment. This Agreement, any attachments, exhibits, or addendums attached hereto, will be binding on the Parties and their respective successors and assigns, as allowed hereunder. Neither Party may assign this Agreement without first obtaining the written consent of the other Party, which may not be unreasonably withheld, except that New Directions may assign this Agreement to (i) an affiliate or subsidiary; or (ii) to a successor in interest as a result of a merger, acquisition or public offering without the Employer's consent.

5.7 Notices. Any notice, request, demand, offer, acceptance, certificate, or other instrument which may be required or permitted to be given under this Agreement shall be in writing and will be deemed delivered to a Party (a) the day received when delivered by hand, or by reputable overnight delivery by a national carrier, or (b) when sent by confirmed electronic means, with a copy sent by another means specified in this subsection, in each case to the address of such Employer as stated in the Initial Term Purchase Order or any subsequent Renewal Term Purchase Order(s) and to New Directions as set forth below (or at such other address as the Party may from time to time specify by notice delivered in the foregoing manner):

If to New Directions:

New Directions Behavioral Health, L.L.C.
6100 Sprint Parkway, Suite 200
Overland Park, KS 66211
Attn: EAP Account Management

5.8 Sections. The captions, articles, and section numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such provisions of this Agreement.

5.9 Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such provision shall not affect the remaining provisions of this Agreement.

5.10 Governing Law. The Parties agree and acknowledge that this Agreement, and the rights, remedies and obligations of the Parties hereunder, will be governed and construed in accordance with the laws of the State of Missouri.

5.11 Change in Law or Regulations. Should any statute, regulation, or rule be enacted, amended, or interpreted by any governmental body, court, or agency having jurisdiction over the terms of this Agreement so as to materially affect the ability of a Party to perform any provision of this Agreement, then the Parties shall forthwith and in good faith renegotiate the provision of this Agreement affected by such action so that the same can be performed in accordance with the pertinent change in such statute, regulation, or rule.

5.12 Third-Party Beneficiaries. Nothing in this Agreement is intended to be construed or to be deemed to create any right or remedy to the benefit of any third Party.

5.13 Amendment. This Agreement may only be amended or modified by a written instrument executed by the Parties hereto.

5.14 Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.

5.15 Intellectual Property. Employer acknowledges that this Agreement does not transfer to Employer, any rights in and to the design, materials, documentation, specifications, procedures, discoveries, inventions, or anything created or developed in accordance with or on behalf of the EAP Program or Program Services, in the past, present, or future, by New Directions. All right, title, and interest, including without limitation intellectual property rights, in and to the EAP Program and Program Services will remain solely with New Directions.

5.16 Defend Trade Secrets Act of 2016. Notwithstanding the nondisclosure obligations contained in this Agreement, nothing in this Agreement is intended to interfere with or discourage a good faith disclosure to any governmental entity related to a suspected violation of the law. Employer will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret, or confidential information, that is made: (i) in confidence to a federal, state, or local government official, either directly or indirectly, to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. New Directions will not retaliate against the Employer in any way for a disclosure made in accordance with 18 U.S.C. Section 1833.

5.17 Equal Employment Opportunity Clause for Contracts Involving Federal Contractors. New Directions is an Equal Employment Opportunity and Affirmative Action employer. The Parties hereby incorporate by reference Executive Order 11246, as amended, and 41 C.F.R. 60-1.4(a); the Rehabilitation Act of 1973, as amended, and 41 C.F.R. 60-741.5(a); the Vietnam Era Veterans' Readjustment Assistance Act, as amended, and 29 C.F.R. 60-250.5(a); and Executive Order 13496 and 29 C.F.R. Part 471, Appendix A to Subpart A.

5.18 Trademarks and Symbols. New Directions reserves the right to control the use of its name and any of its respective symbols, trademarks, and service marks, presently existing or subsequently established. Employer agrees to not use words, symbols, trademarks, service marks, and other devices including the corporate name of New Directions in advertising, promotional materials, or otherwise, without the prior written consent of New Directions. Employer will cease any previously approved usage immediately upon termination of this Agreement.

Employer reserves the right to control the use of its name and any of its respective symbols, trademarks, and service marks, presently existing or subsequently established. New Directions agrees to not use words, symbols, trademarks, service marks, and other devices including the corporate name of Employer in advertising, promotional materials, or otherwise, without the prior written consent of Employer. New Directions will cease any previously approved usage immediately upon termination of this Agreement.

5.19 Entire Agreement. This Agreement and any attachments, exhibits, or addendums attached hereto constitute the sole and complete agreement among the Parties, and supersede any and all prior or contemporaneous oral or written understandings, negotiations, or communications on behalf of such Parties with respect to the subject matter hereof.

5.20 Effect of Partial Invalidity. The invalidity of any portion of this Agreement or any applicable Exhibit shall not be deemed to affect the validity of any other provision. In the event that any other provision of this Agreement or any applicable Exhibit is held to be invalid, the Parties agree that the remaining provisions shall be deemed to be in full force as if they had been executed by both Parties subsequent to the removal of the invalid provision.

5.21 Marketing. New Directions may, with advance written permission from Employer, list Employer as its client in New Directions marketing literature and proposals, including use of Employer's logo or other authorized creative materials.

5.22 Proprietary and Confidential Information. The Parties acknowledge that in the general course of doing business under this Agreement, each Party may disclose information to the other Party or each Party may gain or have access to information that is proprietary and/or confidential and that should not be and cannot be disclosed to third Parties. Unless previously indicated in writing by the Party whose proprietary and/or confidential information is being disclosed, all information disclosed by either Party pursuant to this Agreement is to be considered strictly confidential. Each Party will: (a) protect the confidentiality of the other Party's confidential information, (b) use such information solely for carrying out the terms of this Agreement; and (c) disclose such information only to those officers, directors, employees and agents with a need to know to carry out the terms of this Agreement and shall ensure that each such person is bound by confidentiality obligations at least as protective as New Directions protects its own trade secrets. The obligations of this section shall not apply, however, to any information which (i) is already in the public domain at the time of disclosure or later becomes available to the public through no breach of this Agreement by the recipient; (ii) was, as between the recipient and the disclosing Party, lawfully in the recipient's possession prior to receipt from the disclosing Party without obligation of confidentiality; (iii) is received by the recipient independently from a third Party free to lawfully disclose such information to the recipient; or (iv) is subsequently independently developed by the recipient as evidenced by its business records.

Notwithstanding the foregoing, the terms and provisions of this Agreement may be disclosed in response to a lawful inquiry by a governmental agency or a legally valid information request, court order, subpoena, or summons. In the circumstance that Employer receives a request to disclose New Directions Proprietary Information to any third Party, Employer will inform a New Directions account manager as soon as reasonably possible after receiving the request. The provisions of this Section shall survive the termination of this Agreement.

5.23 Force Majeure. Either Party will be excused from delays in performing or from its failure to perform hereunder to the extent that such delays or failures result from causes such as fire, flood, earthquake, elements of nature or acts of God, labor disruptions or strikes, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, quarantines, embargoes and other similar governmental or third party action or any other cause beyond the reasonable control of such Party. The Party whose performance has been delayed or prevented will act diligently to resume performance as soon as reasonably possible.

5.24 Waiver. The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach thereof.

5.25 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original, but which together shall constitute one and the same agreement.

**THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH
MAY BE ENFORCED BY THE PARTIES.**

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective organizations to execute on its behalf, have affixed their signatures to this Agreement.

New Directions Behavioral Health, L.L.C.

Employer

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A
Program Services

Standard Program Services

A. **Evaluation and Assessment.** Each Covered Person upon contacting New Directions shall receive initial evaluation and assessment by a New Directions Counselor or EAP Provider, and the New Directions Counselor or EAP Provider shall refer the Covered Person to the appropriate Program Services for the presenting issue, or to a non-EAP Provider or agency if the presenting issue is not amenable to short-term EAP counseling or other Program Services.

B. **Telephone Consultation and Referral.** Each Covered Person shall be eligible to receive consultation for personal and life issues.

C. **Counseling Sessions.** Each Covered Person may receive up to the maximum number of counseling sessions with an EAP Provider (including the initial evaluation and assessment session) per issue, per year, as further described in the Initial Term Purchase Order and any subsequent Renewal Term Purchase Order(s). For purposes of this **Exhibit A**, a Counseling Session(s) shall mean providing psychological counseling services, including in-person, interactive video, interactive text and/or interactive chat modalities.

D. **Emergency Triage.** New Directions will provide a toll-free telephone line twenty four (24) hours a day, seven (7) days a week for emergency intake and referral for Covered Persons with a mental health or substance use crisis.

E. **Management Consultation and Referral Services.** New Directions will provide telephonic consultation related to employee issues confronting Employer's managers, supervisors, and executive level personnel.

F. **Legal Services.** New Directions offers telephonic legal counseling services with an attorney on a wide array of legal topics. New Directions also will coordinate a face-to-face consultation with an attorney at a discounted rate to the employee.

G. **Financial Services.** New Directions offers telephonic financial counseling services with a trained financial professional on a wide array of topics. New Directions also will coordinate a face-to-face consultation with a financial planner/professional at a discounted rate to the employee.

H. **Online Access.** New Directions offers online Program Services and materials to the Employer and its Covered Persons. The online materials include training programs, forms, articles, assessments, a library on health and wellness topics, legal and financial information, and the ability to access web-based and additional face-to-face services.

I. **WorkLife Services.** Covered Persons can access New Directions exclusive program designed to assist members with a full range of work-life issues. Members are connected with work-life specialists who can assist them with child and elder care issues, temporary care, special needs, disaster relief, personal and convenience services, and many other needs.

J. Coaching. Covered Persons may receive up to the maximum number of coaching sessions with a New Directions coach per issue, per year, as further described in the Initial Term Purchase Order and any subsequent Renewal Term Purchase Order(s). For purposes of this **Exhibit A**, a coaching session shall mean providing in-person, telephonic and/or video coaching modalities to promote a Covered Person's self-awareness, and to assist in clarifying values, intentions and goals.

K. Employee Communication Materials. Standard program communication materials designed to increase awareness of the EAP and its Program Services will be provided to Employer for distribution to its Eligible Employees. These materials will be sent in electronic copy only, as part of New Directions' global sustainability initiative. Hard copy materials are available from New Directions at an additional cost as further described in the Initial Term Purchase Order and any subsequent Renewal Term Purchase Order(s), to be billed to Employer should Employer wish to provide hard copies to Eligible Employees and/or Eligible Dependents.

L. Formal Management Referral ("FMR"). Upon the request of an Employer's manager, supervisor, or human resource professional and upon receipt of permission to release information signed by the affected employee, New Directions will:

1. Make performance-based referrals within the context of the employee assistance benefit;
2. Coordinate and monitor an employee's attendance and general cooperation with a counseling program; and,
3. Report employee's compliance with counseling to the referring manager, supervisor, or human resource professional designated on the permission to release information signed by the employee.

Optional Program Services Available upon Request of Employer

The following Program Services are available upon request ("On-Request Services") and the fees for such services shown below are in addition to the Program Fee for the Standard Program Services, and shall be invoiced to the Employer at such time any such On-Request Services are provided. Employer may be charged for provider's reasonable travel expenses associated with on-site training, if mutually agreed prior to delivery of the on-site training.

The following On-Request Services are available:

A. Training Hours. New Directions will provide Training Hours at the rate of Three Hundred Fifty Dollars (\$350.00) per hour/per trainer. Training Hours must be requested by Employer for New Directions to schedule on-site visit or virtual presentations, and may be allocated between the following services at the Employer's discretion:

Seminars and Trainings. New Directions will make available on-site or virtual meetings to Covered Persons for seminars, wellness programs, and trainings on such topics as stress management, weight loss, smoking, conflict resolution, and substance abuse prevention.

Employee Orientation and Supervisor Orientation/Training Meetings. New Directions will make available on-site or virtual meetings for Eligible Employees and their supervisors to acquaint Eligible Employees and their supervisors with the operation of the EAP. The supervisor orientation is intended to better inform supervisors so they are able to encourage Eligible Employees to

effectively utilize the EAP when appropriate. The date and time of such orientation meetings shall be mutually agreed-upon by New Directions and Employer.

Health Fairs. New Directions will provide on-site or virtual support for promotion of Employer's EAP during Health Fairs. New Directions will provide electronic versions of promotional materials for these events in order to assist with promoting EAP capabilities. On-site, in-person support is available for Employer Health Fairs at an additional cost, as mutually agreed upon between Employer and New Directions.

Training Hours Details:

- 1) Applicable training topics can be selected from a specified EAP training list.
- 2) Three (3) business days' advance notice of cancelation of any scheduled training is required. Less than a three (3) business day cancelation will result in Employer being charged in full for all requested training hours.
- 3) At least six (6) weeks' prior notice is required to schedule training.
- 4) Customized training and organizational development training fees are negotiated separately.

B. Critical Incident Response ("CIR"). New Directions will make available to Employer, upon its request, at Employer's premises or virtually, an EAP Provider to provide group counseling to Employer's employees in the event of a catastrophic incident affecting a group of employees (e.g. employee suicide, on-the-job injury causing death), at the rate of Three Hundred Fifty Dollars (\$350.00) per hour/per clinician. Forty-eight (48) hours' advance notice of cancelation of any scheduled CIR is required. Less than a forty-eight (48) hour cancelation will result in Employer being charged a Three-Hundred Fifty Dollar (\$350.00) administrative fee, or charged in full for all requested CIR hours, whichever is greater.

C. Department of Transportation Substance Abuse Professional ("DOT/SAP"). When a Department of Transportation ("DOT") regulated employee violates a DOT drug and alcohol rule or regulation and is referred by the designated employer representative for treatment, Employer may contact New Directions and it will arrange for the employee to see a DOT/SAP certified counselor. New Directions will manage the case to assure the employee is attending the DOT/SAP sessions and is generally following the DOT/SAP's recommendations. New Directions will pay the counseling and consultation fees of the DOT/SAP. Final reports and recommendations will be generated by the DOT/SAP, and will be transmitted to the designated employer representative. The fee for each DOT/SAP case is Eight Hundred Dollars (\$800.00).

D. Fitness For Duty ("FFD"). When the Employer believes that an employee may not be able to carry out the essential job duties expected of a person in the employee's position due to a physical or behavioral health issue, or may present dangers to him/herself or his/her co-workers due to a physical or behavioral health issue, the Employer may desire to refer the employee to New Directions so that New Directions can facilitate a FFD evaluation and report. The Employer may consult New Directions to determine if a FFD referral may be appropriate prior to requesting the FFD. The fee for each FFD referral to New Directions is specific to the type of FFD referral and will be quoted to the Employer at the time of the FFD request.

Exhibit B

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is made and entered into effective as of May 1, 2022 (“Effective Date”) by and between the Covered Entity and New Directions Behavioral Health, L.L.C. (“Business Associate”), each a “Party” and collectively the “Parties”:

Covered Entity: City of Bunnell

Address: PO Box 756, Bunnell, FL 32110

WHEREAS, the Parties are committed to compliance with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Health Information Technology and Clinical Health Act of 2009 (“HITECH”), all regulations promulgated thereunder, including but not limited to Title 45, Parts 160 and 164 and any future regulations promulgated under either HIPAA or HITECH;

WHEREAS, the Business Associate will provide services to the Covered Entity that may involve the creation, receipt, use, transmission, maintenance, or disclosure of Protected Health Information (PHI) pursuant to one or more contractual business arrangements between the Parties (collectively referred to as the “Service Agreement(s)”; and

WHEREAS, the Parties enter into this Agreement to protect the privacy and security of PHI disclosed to the Business Associate and to establish the terms and conditions for the use and disclosure of such PHI.

RECITALS

In consideration of the mutual promises set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1) **Definitions**. Terms used but not otherwise defined in this Agreement will have the same meaning as the meaning ascribed to those terms in HIPAA, HITECH and their corresponding regulations.
 - a) **“Breach”** shall have the meaning as set forth in 45 CFR 164.402.
 - b) **“Business Associate”** shall have the meaning as in 45 CFR 160.103.
 - c) **“Covered Entity”** shall have the same meaning as in 45 CFR 160.103.
 - d) **“Electronic Health Record”** and **“EHR”** shall have the meaning as in §13400(5) of HITECH, and any corresponding regulations, limited to records created or received by the Business Associate from or on behalf of the Covered Entity.

- e) **“Electronic Protected Health Information”** or **“EPHI”** shall have the meaning as set forth in 45 CFR 160.103, limited to the information created or received by the Business Associate from or on behalf of the Covered Entity.
 - f) **“HIPAA Rules”** shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
 - g) **“HITECH”** shall mean the requirements set forth in the Title XIII, Subtitle D of the Health Information technology for Economic and Clinical Health Act of 2009, 42 USC § 17921-17954 and all applicable HITECH implementing regulations issued by HHS.
 - h) **“Individual”** shall have the meaning set forth in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
 - i) **“Privacy Rule”** means the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Parts 160 and 164, Subparts A and E.
 - j) **“Protected Health Information”** or **“PHI”** shall have the meaning as set forth in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
 - k) **“Security Incident”** shall have the meaning as set forth in 45 CFR 164.304.
 - l) **“Secretary”** shall mean the Secretary of the federal Department of Health and Human Services.
 - m) **“Security Rule”** means the Security Standards and Implementation Specifications found at 45 CFR Parts 160 and 164, Subpart C.
 - n) **“Standards for Electronic Transactions Rule”** means the final regulations issued by the Department of Health and Human Services concerning standard transactions and code sets under the Administration Simplification provisions found at 45 CFR Parts 160 and 162.
 - o) **“Unsecured Protected Health Information”** shall have the meaning as set forth in 45 CFR 164.402 and the guidance issued under §13402(h)(2) of Public Law 111-5.
- 2) **Obligations of Business Associate.** Business Associate shall directly comply with the 1) applicable requirements found in the Privacy Rule, 2) the privacy provisions of HITECH, 3) the administrative, technical and physical safeguards, documentation requirements and policies and procedures of the Security Rule and 4) other privacy and security provisions or regulations required by law.
- 3) **Permitted Uses and Disclosure.** Business Associate may only create, acquire, collect, transmit, use, disclose or maintain to perform services as specified under an effective Service Agreement duly executed by both Parties, provided that any use or disclosure would not violate the Privacy or Security Rule if disclosed by the Covered Entity. Business Associate may also:

- a) Use PHI to provide data aggregation services related to the health care operations of the Covered Entity, as provided in 45 CFR § 164.504(e)(2)(i)(B);
 - b) Use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of the business associate; and
 - c) Disclose PHI to for the property management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate if 1) The disclosure is required by law or 2) The Business Associate obtains reasonable assurances from the recipient of the PHI that the PHI disclosed will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the recipient and the recipient notifies the Business Associate of any instance of which it is aware in which the confidentiality of the information has been breached.
- 4) **Restrictions on Permitted Uses and Disclosures.** Business Associate may not create, acquire, use, disclose or maintain PHI received from or created on behalf of Covered Entity except as permitted by this Agreement or as required by law. Business Associate will ensure and will be fully responsible and liable for ensuring that the creation, acquisition, use, disclosure or maintenance of PHI by Business Associate is in a manner that is expressly set forth in this Agreement and that maintains the privacy and security of the information. Business Associate will limit all uses and disclosures of PHI to the minimum amount necessary to accomplish the intended purpose of the use or disclosure. Business Associate will be responsible for making sure any individual, employee, or entity with access to PHI is fully aware of the restrictions and obligations in this Agreement with respect to PHI.
- 5) **Safeguards.** Business Associate shall use appropriate safeguards, including but not limited to, policies, procedures, training and documentation requirements to prevent the unauthorized use or disclosure of Covered Entity's PHI as required by the Security Rule and § 13401 of HITECH. Business Associate shall maintain a comprehensive information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities. Business Associate shall provide a copy of and evidence of such safeguards to Covered Entity upon request.
- 6) **Notification of Breach.** Business Associate shall provide written notice to Covered Entity of any use or disclosure of PHI not provided for by this Agreement and of any successful Security Incident of which it becomes aware and any additional follow-up documentation or information requested by Covered Entity. In the event an unauthorized use, disclosure or Security Incident constitutes a Breach of Unsecured Protected Health Information, Business Associate will report the Breach without unreasonable delay and in no case later than five (5) business days after the Business Associate's discovery. The Business Associate shall be considered to have discovered an unauthorized acquisition, access, use, or disclosure of PHI, or successful Security Incident on the first day on which such Breach is known to Business Associate or should have been known to Business Associate after exercising reasonable diligence. Business Associate shall include in the written notice, at a minimum, the following:
- a) The identity of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been accessed,

acquired, used or disclosed during the unauthorized use, disclosure or Security Incident;

- b) The name and address of the person or entity that received PHI from the unauthorized use, disclosure or Security Incident;
- c) The date the unauthorized use, disclosure or Security Incident occurred;
- d) The date the unauthorized use, disclosure or Security Incident was discovered;
- e) The nature of the unauthorized acquisition, access, use, disclosure or Security Incident;
- f) The type and description of PHI involved;
- g) Who made the unauthorized use or disclosure and/or who received the unauthorized disclosure;
- h) Any Information necessary to enable the Covered Entity to assess the risk of harm to those individuals whose information is involved in the unauthorized disclosure;
- i) The steps Business Associate has taken or will take to mitigate harm from the unauthorized acquisition, use or disclosure; and
- j) The corrective actions that Business Associate has taken or will take to prevent further unauthorized acts.

Business Associate agrees to fully cooperate with or perform additional investigation and supplement the notice required under this Section with any new information that becomes available. Upon request, Covered Entity shall have access to any additional information to enable Covered Entity to meet its obligations with respect to an unauthorized acquisition, use, or disclosure of PHI or Security Incident.

- 7) **Substance Use Disorder Information.** Business Associate acknowledges that it may receive Substance Use Disorder PHI that is protected under 42 CFR Part 2. Business Associate agrees that to the extent such PHI is protected by 42 CFR Part 2, Business Associate will fully comply with the federal provisions. Notwithstanding, Business Associate will only use or disclose Substance Use Disorder PHI in compliance with the provisions in 42 CFR part 2.
- 8) **Electronic Transfer.** If Business Associate electronically transmits or receives PHI on behalf of the Covered Entity, Business Associate shall comply with the Standards for Electronic Transactions Rule to the extent required by law and will utilize prevailing security industry standards for encryption. Business Associate will require any employee, agent, subagent, contractor, or subcontractor that assists Business Associate in electronically transmitting or receiving PHI to agree in writing to comply with the Standards for Electronic Transactions Rule to the extent required by law.

- 9) **Data Storage.** Business Associate shall not store PHI on any portable storage or removable media device without prior written Consent from Covered Entity.
- 10) **No Offshore.** Business Associate may not transmit, store, use or disclose PHI to an entity, person, or location outside of the Continental United States without the prior written consent of Covered Entity.
- 11) **Agents, Contractors, Subcontractors.** Business Associate shall require, and will be fully responsible and liable for ensuring that any employee, agent, subagent, contractor, subcontractor, or any other person who may have access to Covered Entity's PHI, or that creates, receives, maintains or transmits PHI on behalf of the Business Associate to agree in writing to the same terms and conditions that apply to Business Associate with respect to the use, disclosure and safeguarding of Covered Entity's PHI under this Agreement. If Business Associate becomes aware of a pattern of activity or practice by an employee, agent, sub-agent, or subcontractor that violates such Agreement, Business Associate agrees to take steps to cure the breach or end the violation. If Business Associate is unable to cure the breach or end the violation within a reasonable time, Business Associate is required to terminate its arrangement with that employee, agent, sub-agent, or contractor. Nothing in this paragraph removes Business Associate's responsibility to report the breach to Covered Entity required in this Section.
- 12) **Accounting of Disclosure.** Business Associate shall provide Covered Entity, within a reasonable time, all information to enable Covered Entity to respond to, provide access to, provide a copy of and account for disclosures of PHI in accordance with 45 CFR § 164.528. Upon request by Covered Entity, Business Associate shall produce an accounting of disclosures to an Individual consistent with HIPAA.
- 13) **Access and Amendment.** Business Associate shall provide Covered Entity with all information to enable Covered Entity to respond to a request for access to PHI as provided in 45 CFR §164.524 or to amend PHI in accordance with 45 CFR §164.526.
- 14) **Inspection of Records.** Business Associate agrees to make internal practices, books, and records related to the use and disclosure of PHI available to the Covered Entity and/or Secretary, in a time and manner designated by the Covered Entity and/or Secretary, for purposes of the Secretary determining compliance with the HIPAA rules. Business Associate shall notify Covered Entity of any request or demand by the Secretary or information related to the Covered Entity. Business Associate shall provide the Covered Entity with a copy of all information related to the Covered Entity that the Business Associate provides to the Secretary.
- 15) **Audit.** Business Associate agreed to provide Covered Entity or any applicable state or regulatory authority the right to conduct an audit of Business Associate's process, practices, and documentation related to the privacy or security of PHI or EPHI upon reasonable notice and following the occurrence of an unauthorized use, disclosure or Security Incident. Such audit may include an on-site assessment of Business Associate's privacy and security controls and protocols. Business Associate will bear the full cost of the audit unless the audit uncovers or was triggered by an unauthorized use, disclosure or Security Incident. Covered Entity may require Business Associate to complete a security questionnaire, onsite assessment and audit prior to or after the use or disclosure of PHI. In such a case, Business Associate will fully cooperate with such requirements.

- 16) **Subpoena.** If Business Associate receives a subpoena or similar request or notice from any judicial, administrative, or other regulatory body in connection with this Agreement, Business Associate will immediately notify Covered Entity and forward a copy of such subpoena, request, or notice to Covered Entity to enable Covered Entity to seek appropriate protections and exercise any rights it may have under law.
- 17) **Mitigation.** Business Associate agrees fully cooperate with Covered Entity and mitigate any harmful effect that is known or reasonably anticipated by Business Associate resulting from any unauthorized acquisition, access, use, or disclosure of PHI or Security Incident.
- 18) **Remedy.** Business Associate shall promptly remedy any violation of any term of this Agreement and shall certify the same to Covered Entity in writing.
- 19) **Obligations of Covered Entity.**
- a) Covered Entity will not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity or is not otherwise authorized or permitted under this Agreement.
 - b) Covered Entity agrees that it shall only disclose the “minimum necessary” Protected Health Information to Business Associate as may be required for Business Associate to perform its services.
 - c) The fact that Covered Entity inspects, or fails to inspect, or has the right to inspect, Business Associate’s facilities, systems, and procedures does not relieve Business Associate of its responsibility to comply with this Agreement, nor does Covered Entity’s (i) failure to detect or (ii) upon detection, but failure to notify Business Associate or require Business Associate’s remediation of any unsatisfactory practices constitute acceptance of such practice or a waiver of Covered Entity’s enforcement rights under this Agreement.
 - d) Covered Entity shall be responsible for determining the need for and directing the implementation of any notifications of the unauthorized acquisition, use or disclosure of PHI.
- 20) **Effective Date and Termination.**
- a) **Effective Date.** This Agreement is effective on the Effective Date, replaces and supersedes any prior Business Associate Agreement executed by the Parties. This Agreement supersedes any provision in any other Service Agreement executed by the Parties related to Business Associate’s obligations concerning PHI with respect to the Privacy and Security Rule.
 - b) **Termination.** This Agreement shall remain in full force and effect until termination of the business relationship of the parties contemplated by the Service Agreements. Any terms of this Agreement, which by their nature extend beyond the termination of the business relationship, shall remain in effect until fulfilled.

Except as otherwise provided in this Agreement herein, a breach by Business Associate of any provision of this Agreement, as determined by Covered Entity, shall constitute a material breach of the Agreement and shall provide grounds for immediate termination of the Agreement or any Service Agreements. If termination of the Agreement is not feasible, the Covered Entity will report the breach to the Secretary to the extent required by law.

Either Party may terminate the Agreement, effective immediately, if (i) the other Party is named as a defendant in a criminal proceeding for a violation of the Privacy Rule, the Security Rule, or HITECH; or (ii) a finding or stipulation that the other Party has violated the Privacy Rule, the Security Rule, or HITECH by any administrative or regulatory body, or civil proceeding.

- c) **Return or Destruction of PHI.** Upon termination of the Agreement, Business Associate shall return or destroy all Covered Entity's PHI in accordance with 45 CFR 164.504(e)(2)(ii)(I), if feasible. Business Associate will identify and explain in writing why destruction is not feasible. Business Associate agrees to restrict all further use or disclosure of any PHI which is not able to be destroyed. If Business Associate is required by law to retain a copy of such information, Business Associate will maintain the PHI for the requisite period required by law, after which Business Associate shall return or destroy Covered Entity's PHI. This provision extends to all PHI that may be in the possession of Business Associate's employees, agents, sub-agents, or contractors. Notwithstanding, Business Associate will complete these obligations as promptly as possible, but no later than thirty (30) days from the effective date of the termination of this Agreement.

21) **General Provisions**

- a) **Interpretation.** This Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the Privacy Rule, the Security Rule, HITECH and the regulations promulgated thereunder.
- b) **Conflicts.** The Parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the Privacy Rule, the Security Rule, HITECH and the regulations promulgated thereunder. A reference in this Agreement to a specific section in HIPAA, the Privacy Rule, the Security Rule, HITECH, or the regulations promulgated thereunder means that section as amended from time to time. Should future amendments referenced in this Agreement change the section designation, or transfer a substantive regulatory provision to a different section, the section references herein will be deemed to be amended accordingly.
- c) **Severability.** The provisions of this Agreement are severable and if any provision is held or declared to be illegal, invalid, or unenforceable, the remainder of the provisions in this Agreement will continue in full force and effect.
- d) **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties with respect to the subject matter of this Agreement and shall be binding on the Parties, their legal representatives, successors, heirs and assigns.

- e) **Assignment.** Neither Party may assign any of its respective rights or delegate any of its respective obligations under this Agreement without the prior written consent of the other Party to this Agreement.
- f) **Amendment.** Neither this Agreement, nor any provisions thereof, may be modified, amended, supplemented, or altered except by the written consent of the Parties.
- g) **Indemnification.** Business Associate shall indemnify, defend, and hold harmless Covered Entity and its managers, directors, officers, employees, affiliates, and agents from and against any and all third party liabilities, costs, claims, lawsuits, actions, proceedings, demands, losses and liabilities of any kind (including court costs and reasonable attorneys' fees) brought by a third party, arising from or in connection with the acts or omissions of Business Associate or any of its managers, directors, officers, employees, affiliates, agents, or other persons or entities under Business Associate's control, in connection with the Business Associate's performance under this Agreement. Without limiting the foregoing, Business Associate will indemnify Covered Entity for actual costs related to notification and mitigation of harm incurred by the Covered Entity. Covered Entity may, at its option, conduct the defense or settlement of any such action and Business Associate agrees to fully cooperate with such defense and/or settlement.
- h) **Insurance Coverage.** During the term of this Agreement, Business Associate shall maintain liability insurance or cyber insurance covering claims based on a violation of HIPAA and claims based on its obligations pursuant to this Agreement in an amount of not less than \$1,000,000 per occurrence \$2,000,000 aggregate.
- i) **No Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate, and their respective successors and assigns, any rights, remedies, obligations or liabilities whatsoever.
- j) **Data Ownership.** Business Associate acknowledges and agrees that Business Associate has no ownership rights with respect to any PHI or EPHI disclosed under this Agreement.
- k) **Notices.** Any notice, request, demand, offer, acceptance, certificate, or other instrument which may be required or permitted to be given under this Agreement shall be in writing and will be deemed delivered to a Party (a) the day received when delivered by hand, or by reputable overnight delivery by a national carrier, or (b) when sent by confirmed electronic means, with a copy sent by another means specified in this subsection, in each case to the address of such Covered Entity as first stated above and to Business Associate as set forth below (or at such other address as the Party may from time to time specify by notice delivered in the foregoing manner):

To Business Associate: Compliance Department: Compliance@ndbh.com

And by Mail: Privacy Officer
New Directions Behavioral Health, LLC
PO Box 6729
Leawood, KS 66206

- l) **Force Majeure.** Either Party will be excused from delays in performing or from its failure to perform hereunder to the extent that such delays or failures result from causes such as fire, flood, earthquake, elements of nature or acts of God, labor disruptions or strikes, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, quarantines, embargoes and other similar governmental or third party action or any other cause beyond the reasonable control of such Party. The Party whose performance has been delayed or prevented will act diligently to resume performance as soon as reasonably possible.

- m) **Governing Law.** The Parties agree and acknowledge that this Agreement, and the rights, remedies and obligations of the parties hereunder, will be governed and construed in accordance with the laws of the State of Missouri.

- n) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be an original, but which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective organizations, have affixed their signatures to this Agreement.

New Directions Behavioral Health, L.L.C.

Covered Entity

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



January 1, 2021

LOIRY NESHEIWAT
CITY OF BUNNELL
201 W MOODY BLVD
BUNNELL, FL 32110-6045

DEAR LOIRY NESHEIWAT:

Thank you for choosing VSP® Vision Care — and for your continued business. Putting your employees first and guaranteeing their satisfaction is easy, when we have partners like you.

As the only national not-for-profit vision company, we’re committed to giving your employees:

- **Lowest employee out-of-pocket costs** — employees’ #1 priority in a vision plan.
- **Exclusive Member Extras.** offers you won’t find anywhere else — only VSP members can save more than \$2,500 on vision, hearing, medical, and lifestyle services.
- **World class service** — the highest customer satisfaction in the industry, 15 years in a row.

Your VSP plan automatically renews on **May 1, 2021** and **no action is required** to continue to receive consumers’ #1 choice in vision care.

Group Name/Number: CITY OF BUNNELL / 30090433
Renewal Period: May 1, 2021 - April 30, 2023
 Current Plan Frequency: 12 / 12 / 12
 Current Copay: \$10 Exam / \$25 Materials
 Current Allowance: \$150.00 Retail Frame / \$150.00 Elective Contact Lenses
 Current Rates: \$18.13 / 26.29 / 47.15
Renewal Rates: \$16.14 / 23.40 / 41.96
Rates include all applicable taxes and health assessment fees known as of the date of your renewal.

Enhanced Offering

Have you considered **upgrading your Plan Frequency** or **increasing your Retail Frame Allowance** to maximize the lowest out-of-pocket for your employees? We recommend these enhancements when you renew your current plan to deliver greater value:

Plan Frequency: 12 / 12 / 12
 Copay: \$10.00 Exam / \$25.00 Materials
 Allowance: \$180.00 Retail Frame / \$150.00 Elective Contact Lenses
 Renewal Rates: \$16.50 / 23.93 / 42.91

Updating your plan is simple! Give me a call to enhance your benefits or to lower your premium and keep delivering the lowest out-of-pocket costs.

Thank you,

Jennifer Carroll (800) 462-7009