

**SUMTER COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY**

SUBJECT: Award and enter into contract with Asphalt Paving Systems, Inc. for RFP 030-0-2012/AT 2013 Pavement Management Preservation Program and to authorize the County Administrator to execute the Notice to Proceed at a later date. (Staff recommends approval).

REQUESTED ACTION: Award and enter into contract with Asphalt Paving Systems, Inc. and to execute the Notice to Proceed at a later date.

Work Session (Report Only) **DATE OF MEETING:** 2/12/2013
 Regular Meeting Special Meeting

CONTRACT: N/A

Vendor/Entity: Asphalt Paving Systems, Inc.

Effective Date: 2/12/2013
 Managing Division / Dept:

Termination Date: _____
Financial Services/Public Works

BUDGET IMPACT: \$572,385.90

Annual **FUNDING SOURCE:** 103 County Transportation Trust Fund
 Capital **EXPENDITURE ACCOUNT:** 103-340-541-6599
 N/A

HISTORY/FACTS/ISSUES:

RFP 030-0-2012/AT 2013 Pavement Management Preservation Program was broadcast on 12-28-2012. Bids were due on 1-28-2013 at 11:30 a.m. and opened at 11:35 a.m. in Room 110 of The Villages Sumter County Service Center, 7375 Powell Road, Wildwood, FL 34785.

Three bids were received as follows:

<u>Company Name</u>	<u>Road Construction Subtotal</u>	<u>Alternate Bid Road Construction Subtotal</u>	<u>Grand Total</u>
North Florida Emulsions	\$596,950.75	\$209,870.00	\$806,820.75
Roadway Management, Inc.	Total not added	\$223,516.70	\$876,217.97
Asphalt Paving Systems, Inc.	\$572,385.90	\$228,814.30	\$801,200.20

The Selection Committee met on 1-31-2013 at 11:00 a.m. in Room 110 to discuss and consider all proposals. The scores are as follows:

<u>Selection Committee Member</u>	<u>North Florida Emulsions</u>	<u>Roadway Management Inc.</u>	<u>Asphalt Paving Systems, Inc.</u>
Scott Cottrell	3.52	3.36	4.00
Chris Wert	4.10	4.20	5.00
Jackey Jackson	4.40	4.20	4.70
Total	12.02	11.76	13.70

The Selection Committee agreed to recommend to the Sumter County Board of County Commissioners to award, authorize County Administrator to sign Notice to Proceed at a later date, and enter into contract with Asphalt Paving Systems, Inc. for \$572,385.90 (Base Bid only).

The alternate bid will not be invoked.

The Pavement Management Program will pay for the base bid.

The following items are attached: legal ad, RFP 030-0-2012/AT bid document, question and answer sheet, proposal opening meeting minutes, selection committee meeting minutes with score sheets from 1-13-2013, Roadway Management Inc. proposal, North Florida Emulsions proposal, Asphalt Paving Systems, Inc. proposal, Notice to Proceed, Notice of Award and contract.

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT, made this 12th day of February, 2013 by and between the Sumter County Board of County Commissioners, hereinafter called the "OWNER", and Asphalt Paving Systems, Inc., doing business as a corporation, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

ARTICLE 1. The CONTRACTOR will commence and complete the construction of 2013 Pavement Management – Preservation Program.

ARTICLE 2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.

ARTICLE 3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within fourteen (14) calendar days after the date of the NOTICE TO PROCEED. This two (2) year agreement may be renewed on an annual basis for three (3) additional consecutive one year periods, if agreed to in writing by both parties at least 60 days prior to expiration of agreement. The CONTRACTOR further agrees to pay as liquidated damages the sum of One-Thousand and 00/100 Dollars (\$1,000.00) per consecutive calendar day beyond the date of completion deadline.

ARTICLE 4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of Five Hundred Seventy-Two Thousand, Three Hundred Eighty-Five and 90/100 DOLLARS (\$572,385.90).

ARTICLE 5. The term "CONTRACT DOCUMENTS" means and includes the following:

- | | |
|-------------------------------------|--|
| ▪ Certification Page | ▪ Application for Payment |
| ▪ List of Drawings | ▪ Performance and Payment Bond |
| ▪ Request for Proposal | ▪ Minimum Insurance Requirements |
| ▪ Instructions to Bidder | ▪ Standard General Conditions of the Construction Contract, EJCDC C-700 (2007 Edition) |
| ▪ Bid Form | ▪ Supplemental Conditions |
| ▪ Public Entity Crimes Statement | ▪ Special Provisions |
| ▪ Drug Free Workplace Form | ▪ Material and Equipment |
| ▪ E-Verify Certification Form | ▪ Contract Closeout |
| ▪ Hold Harmless Agreement | ▪ Specifications 02501, 02502, 02503 |
| ▪ Agreement | |
| ▪ Reference & Similar Projects Form | |

The contract price includes the base bid only. The alternate bid will not be invoked.

DRAWINGS: As prepared by Kimley-Horn and Associates, Inc. (See Section 00004 – List of Drawings).

ARTICLE 6. The OWNER will pay to the CONTRACTOR, in the manner and at such times as set forth in the General Conditions, such amounts as required by the CONTRACT DOCUMENTS less a 10% retainage

or payable upon final inspection. All payments by the OWNER shall be made in lawful monies of the United States to: Asphalt Paving Systems, Inc.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS. To induce OWNER to enter into this Agreement CONTRACTOR makes the following representation.

- 7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in Article 5) and the other related data identified in the Bidding Documents including "technical data".
- 7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 7.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- 7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions. CONTRACTOR accepts the determination set forth in paragraph SC-4.02 of the Supplementary Conditions of the extent of "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of Work or which related to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- 7.5 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.
- 7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are

generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

7.8 Conflicts within the contract documents shall be brought to the attention of the ENGINEER and resolution shall be at the discretion of and at no cost to the OWNER.

ARTICLE 8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in four (4) copies, each of which shall be deemed an original on the date first written above.

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____

(SEAL)

Name: _____
(Please Print or Type)

Title: _____

ATTEST:

Name: _____
(Please Print or Type)

Title: _____

CONTRACTOR:

By: _____

(SEAL)

Name: _____
(Please Print or Type)

Title: _____

ATTEST:

Name: _____
(Please Print or Type)

Title: _____

Notice of Award

TO: Asphalt Paving Systems, Inc.

PROJECT DESCRIPTION: RFP# 030-0-2012/AT Sumter County 2013 Pavement Management Preservation

The COUNTY has considered the PROPOSAL submitted by you for the above described WORK in response to its Advertisement for Proposals dated December 28, 2012.

You are hereby notified that your PROPOSAL has been accepted for items in the amount of Five Hundred Seventy-Two Thousand, Three Hundred Eighty-Five Dollars and 90/100 (\$572,385.90) which include the following:

You are required by the Information for Bidders to execute the Agreement and furnish the required certificates of insurance within fourteen (14) calendar days from the date of this Notice.

If you fail to execute said Agreement and to furnish said certificate of insurance within 14 days from the date of this Notice, said COUNTY will be entitled to consider all your rights arising out of the COUNTY'S acceptance of your PROPOSAL. The COUNTY will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the COUNTY.

Dated this 12th day of February, 2013;

Sumter County Board of County Commissioners

By:

Chairman

Title

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged.

CONTRACTOR

Dated this ____ day of ____, 20__;

By:

Notice to Proceed

Company: Asphalt Paving Systems, Inc.

Date: _____

Project: RFP # 030-0-2012/AT Sumter County 2013 Pavement Management Preservation

You are hereby notified to commence WORK in accordance with the Agreement dated February 12, 2013 on or before _____, and you are to complete the WORK by _____. Per the contract the WORK shall be completed within _____ calendar days unless otherwise extended.

OWNER: SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
County Administrator

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged by:

CONTRACTOR:

this the _____ day
of _____, 20__.

By: _____
Authorized Representative

Title: _____

END OF SECTION

SECTION 00300 – PROPOSAL FORM

1. The undersigned Bidder does hereby declare that he has carefully examined the Request for Proposal, the Instructions to Bidders, Project Manual and Construction Plans, and project addenda relating to the above entitled matter and the work, and has also examined the site.
2. The undersigned Bidder hereby declares that he has based his proposal on the conditions as they exist on site and has noted all items of work required of the project that is not illustrated on the plans.
3. The undersigned does hereby offer and agree to furnish all materials, to fully and faithfully construct, perform and execute all work in the above titled matter in accordance with the Plans, Drawings and Specifications relating thereto.
4. The undersigned does hereby declare that the prices so stated cover all expenses of every kind incidental to the completion of said work, and the contract therefore, including all claims that may arise through damages or any other causes whatsoever.
5. The undersigned does hereby declare that he shall make no claim on account of minor variation of the approximate estimate in the QUANTITIES or work to be done, nor on account of any misunderstanding or misconception of the nature of the work to be done or the grounds or place where it is to be done.
6. The undersigned does also declare and agree that he will commence the work within ten (10) days after notification by the ENGINEER to do so and will complete the work fully and in every respect on or before the time specified in said contract.
7. The undersigned further agrees that the UNIT PRICES submitted on the Proposal Form shall govern all errors in extension or addition and shall void the total base proposal submitted on the attached sheet. The corrected extension and addition of all items shall be considered to be the correct base proposal for comparison purposes.
8. The undersigned further agrees that the UNIT PRICES submitted on the Proposal Form will expire if a contract is not executed within ninety (90) days from the date of proposal deadline, and that the Contractor will be fully released from any obligations of this Proposal Form.
9. The undersigned agrees that the UNIT PRICES submitted on the Proposal Form for asphalt items are valid for 360 days, after which time they will be adjusted annually based on the current Asphalt Price Index at the time of the annual contract renewal.
10. The undersigned agrees that the term of the contract shall be for two years. The contract may be renewed on an annual basis for three additional consecutive one (1) year periods, if agreed to in writing by both parties, at least sixty (60) days prior to the expiration of the Agreement, including any periods of renewal.

11. The Bidder acknowledges having received the following project addenda:

No. 1, Date: 1/15/13

No. _____, Date: _____

12. By submission of this proposal, each bidder certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, that this proposal has been arrived at independently, without consultation, communication or agreement as to any matter relating to this proposal with any other bidder or with any competitor.

RFP 030-0-2012/AT Sumter County 2013 Pavement Management Preservation Program -
Questions and Answers

Questions are in black and answers are in red

1. What is the cost estimate?
The program amount for the project is \$400,000.

**BID FORM
SUMTER COUNTY
2013 PAVEMENT PRESERVATION**

ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
0101-1	MOBILIZATION AND SPECIAL PROVISIONS, INCLUDES ALL SEGMENTS	1	LS	5,000.00	5,000.00

SITE 1 - ODELL CIRCLE, S MORSE BLVD ROTARY TO 190' N OF CORBETT DRIVE (5295 LF)

02502	MICROSURFACING (DOUBLE) 28-32 LBS/SY	22,240	SY	3.05	67,832.00
02501	CRACK SEAL	417	GAL	18.00	7,506.00
0711-11-111	THERMOPLASTIC, STD, WHITE, SOLID, 6"	3,632	NM	5,000.00	18,160.00
0711-11-112	THERMOPLASTIC, STD, WHITE, SOLID, 8"	1060	LF	1.10	1,166.00
0711-11-124	THERMOPLASTIC, STD, WHITE, SOLID, 18"	600	LF	3.50	2,100.00
0711-11-131	THERMOPLASTIC, STD, WHITE, 10'-30' SKIP, 6"	0.908	GM	1,000.00	908.00
0711-11-160	THERMOPLASTIC, STD, WHITE, MESSAGE	16	EA	200.00	3,200.00
0711-11-170	THERMOPLASTIC, STD, WHITE, ARROWS	5	EA	55.00	275.00
0711-11-211	THERMOPLASTIC, STD, YELLOW, SOLID, 6"	1,816	NM	5,000.00	9,080.00
0711-11-222	THERMOPLASTIC, STD, YELLOW, SOLID, 8"	998	LF	1.10	1,097.80
0711-11-224	THERMOPLASTIC, STD, YELLOW, SOLID, 18"	288	LF	3.50	1,008.00
Subtotal					112,332.00

SITE 2 - BONITA BLVD, 1200' E OF BONITA BLVD TO 850' E OF CANAL ST (2200 LF)

02502	MICROSURFACING (DOUBLE) 28-32 LBS/SY	9,240	SY	3.05	28,182.00
02501	CRACK SEAL	139	GAL	18.00	2,502.00
0711-11-111	THERMOPLASTIC, STD, WHITE, SOLID, 6"	1,750	NM	5,000.00	8,750.00
0711-11-112	THERMOPLASTIC, STD, WHITE, SOLID, 8"	530	LF	1.10	583.00
0711-11-124	THERMOPLASTIC, STD, WHITE, SOLID, 18"	280	LF	3.50	980.00
0711-11-170	THERMOPLASTIC, STD, WHITE, ARROWS	9	EA	55.00	495.00
0711-11-160	THERMOPLASTIC, STD, WHITE, MESSAGE	6	EA	200.00	1,200.00
0711-11-211	THERMOPLASTIC, STD, YELLOW, SOLID, 6"	0.875	NM	5,000.00	4,375.00
0711-11-222	THERMOPLASTIC, STD, YELLOW, SOLID, 8"	1,076	LF	1.10	1,183.60
0711-11-224	THERMOPLASTIC, STD, YELLOW, SOLID, 18"	415	LF	3.50	1,452.50
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	48	LF	4.50	216.00
0706-3	RETRO-REFLECTIVE PAVEMENT MARKER, PER FDOT INDEX 17352	120	EA	4.00	480.00
Subtotal					50,399.10

SITE 3 - VILLAGES UNIT 14 (DURANGO DR, ORTEGA WAY, JUANITA CT, DEL ROSARIO ST, ANTONIA LN, MELENDEZ WAY, CHISOLM PL)

02501	CRACK SEAL	300	GAL	18.00	5,400.00
02502-2	MICROSURFACING (SINGLE) 25-30 LBS/SY	14,500	SY	2.18	31,610.00
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	170	LF	15.00	2,550.00
Subtotal					39,560.00

SITE 4 - UNIT 15 (CARRERA DR, ALDAMA AVE, HERRERA CT)

02501	CRACK SEAL	110	GAL	18.00	1,980.00
02502-2	MICROSURFACING (SINGLE) 25-30 LBS/SY	9,300	SY	2.18	20,274.00
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	60	LF	15.00	900.00
Subtotal					23,154.00

SITE 5 - UNIT 16 (CIMMARRON AVE, FRANCO PLA, ESPANA ST, CADENA CIR, ROSARIO RD)

02501	CRACK SEAL	140	GAL	18.00	2,520.00
02502-2	MICROSURFACING (SINGLE) 25-30 LBS/SY	11,900	SY	2.18	25,942.00
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	110	LF	15.00	1,650.00
Subtotal					30,112.00

SITE 6 - UNIT 17 (CARRERA DR, CABANA CT, SAN LUIS LN, SANTAN WAY, GARZA PL, ESTAFANA WAY, BARRAZA CT)

02501	CRACK SEAL	120	GAL	18.00	2,160.00
02502-2	MICROSURFACING (SINGLE) 25-30 LBS/SY	11,600	SY	2.18	25,288.00
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	110	LF	15.00	1,650.00
Subtotal					29,098.00

SITE 7 - UNIT 10 (REDONDO WAY, JUANITA AVE, CAMINO DEL RAY DR, SAN DIEGO ST, YUCATAN WAY, ARMADILLO PL, GARDENA CT)

02501	CRACK SEAL	190	GAL	18.00	3,420.00
02502-2	MICROSURFACING (SINGLE) 25-30 LBS/SY	17,100	SY	2.18	37,278.00
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	120	LF	15.00	1,800.00
Subtotal					42,498.00

SITE 8 - UNIT 3 (RAMOS DR, CHAVEZ CT)

02501	CRACK SEAL	60	GAL	18.00	1,080.00
02502-2	MICROSURFACING (SINGLE) 25-30 LBS/SY	6,100	SY	2.18	13,298.00
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	80	LF	15.00	1,200.00
Subtotal					15,578.00

SITE 9 - UNIT 7 (SOLEDAD WAY, PRESA PL, LAVUCA LN, NUEVA PL, DOLOROSA CT)

02501	CRACK SEAL	180	GAL	18.00	3,240.00
02502-2	MICROSURFACING (SINGLE) 25-30 LBS/SY	7,000	SY	2.18	15,260.00
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	90	LF	15.00	1,350.00
Subtotal					19,850.00

CONTINUED ON NEXT PAGE

**BID FORM (CONT.)
SUMTER COUNTY
2013 PAVEMENT PRESERVATION**

SITE 10 - UNIT 8 (SAN FERNANDO DR, SAN ANTONIO LN)					
02501	CRACK SEAL	50	GAL	18.00	900.00
02502-2	MICROSURFACING (SINGLE) 25-30 LBS/SY	4,200	SY	2.18	9,156.00
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	30	LF	15.00	450.00
Subtotal					10,506.00
SITE 11 - UNIT 9 (CERVANTES PL, SAN CLEMENTE CT, DESILVA ST, CABELLA CIR, SAN BERNADINO WAY, SAN JUAN DR, CORONA AVE, FONTANA CT, BARCELONA DR, PAMONA LN, ROJAS PL)					
02501	CRACK SEAL	270	GAL	18.00	4,860.00
02502-2	MICROSURFACING (SINGLE) 25-30 LBS/SY	21,600	SY	2.18	47,088.00
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	170	LF	15.00	2,550.00
Subtotal					54,498.00
SITE 12 - UNIT 11 (PALO ALTO AVE)					
02501	CRACK SEAL	90	GAL	18.00	1,620.00
02502-2	MICROSURFACING (SINGLE) 25-30 LBS/SY	8,700	SY	2.18	18,966.00
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	30	LF	15.00	450.00
Subtotal					21,036.00
SITE 13 - UNIT 12 (PALO ALTO AVE)					
02501	CRACK SEAL	40	GAL	18.00	720.00
02502-2	MICROSURFACING (SINGLE) 25-30 LBS/SY	4,000	SY	2.18	8,720.00
Subtotal					9,440.00
SITE 14 - UNIT 13 (PALO ALTO AVE, DRL NORTE DR, MARGARITA CT, SAN SALVADORE DR, ARMONDO DR, ANTONIA PL, SAN LEONARD WAY, SALINAS AVE, ALLENDE DR)					
02501	CRACK SEAL	390	GAL	18.00	7,020.00
02502-2	MICROSURFACING (SINGLE) 25-30 LBS/SY	25,300	SY	2.18	55,154.00
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	210	LF	15.00	3,150.00
Subtotal					65,324.00
MISCELLANEOUS					
02502-1	MICROSURFACING (SINGLE) 18-22 LBS/SY	1,000	SY	2.00	2,000.00
02502-3	MICROSURFACING LEVELING	100	TON	220.00	22,000.00
327-70-6	MILL EXISTING ASPHALT (1.5")	1,000	SY	7.50	7,500.00
334-1	SUPERPAVE ASPHALTIC CONCRETE (1.5")	100	TON	125.00	12,500.00
Subtotal					44,000.00
ROAD CONSTRUCTION SUBTOTAL					572,386.90
ALTERNATE BID ITEMS					
UNPAVED TO PAVED - PRIME AND OVERLAY WITH DOUBLE CHIP SEAL ⁵					
1	PRIME AT 0.10 GAL/SY	5,500	GAL	2.50	13,750.00
2	CR 230C, FROM CR 205 TO CR 205A - 644 LF	1,290	SY	3.81	4,914.90
3	CR 229P, FROM CR 229 TO TO CR 235 - 1305 LF	2,900	SY	3.81	11,049.00
4	CR 481W, FROM CR 481B TO END - 927 LF	1,860	SY	3.81	7,086.60
5	CR 772C, FROM CR 772 TO END - 960 LF	2,140	SY	3.81	8,153.40
6	CR 696, FROM CR 684 TO END - 801 LF	1,610	SY	3.81	6,134.10
7	CR 738E, FROM CR 738 TO END - 959 LF	2,140	SY	3.81	8,153.40
8	CR 738G, FROM CR 738F TO CR 738G - 1329 LF	2,960	SY	3.81	11,277.60
9	CR 436E, FROM C-470 TO END - 1773 LF	3,550	SY	3.81	13,525.50
10	CR 546, FROM CR 546N TO CR 546 - 3862 LF	7,730	SY	3.81	29,451.30
11	CR 245C, FROM CR 245 TO END - 4245 LF	9,440	SY	3.81	35,966.40
12	CR 316, FROM CR 317 TO END - 1128 LF	2,260	SY	3.81	8,610.60
13	CR 311, FROM CR 311 TO I-75 - 3889 LF	7,780	SY	3.81	29,641.80
14	CR 675 W, FROM CR 675W TO CR 680 - 819 LF	1,640	SY	3.81	6,248.40
15	CR 776, FROM SR-471 TO END - 1272 LF	2,550	SY	3.81	9,715.50
16	CR 564A, FROM CR 564 TO END - 1295 LF	2,880	SY	3.81	10,972.80
17	CR 417 - 233 LF	470	SY	3.81	1,790.70
18	CR 609C, FROM CR 609A TO END - 269 LF	540	SY	3.81	2,057.40
19	CR 680, FROM CR 675W TO CR 680 - 644 LF	1,290	SY	3.81	4,914.90
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	360	LF	15.00	5,400.00
ALTERNATE BID ROAD CONSTRUCTION SUBTOTAL					228,814.30

- NOTES:
1. THE COST OF DETOURS AND MAINTENANCE OF TRAFFIC SHALL BE CONSIDERED INCIDENTAL TO THE WORK. ADDITIONAL PAYMENT SHALL NOT BE MADE.
 2. REMOVAL OF THE EXISTING THERMOPLASTIC SHALL BE CONSIDERED INCIDENTAL TO THE WORK, AND PAYMENT IS INCLUDED IN ITEM 02502-1, 2502-2, 2502-3, AND ITEM 02503.
 3. TEMPORARY STRIPING AS REQUIRED FOR TRAFFIC CONTROL PER FDOT #600 SERIES SHALL BE CONSIDERED INCIDENTAL TO THE WORK. ADDITIONAL PAYMENT SHALL NOT BE MADE.
 4. NEW THERMOPLASTIC MARKINGS AND RETRO-REFLECTIVE PAVEMENT MARKERS SHALL MATCH EXISTING.
 5. THE COUNTY WILL PROVIDE AND INSTALL LIMEROCK BASE, ROLL, AND COMPACT ON THE EXISTING ROADBASE PRIOR TO CONTRACTOR APPLYING PRIME COAT AND ASPHALT SURFACE COURSE.

Grand Total amounts are to be shown in both words and figures. In case of discrepancies, the amount in words will govern.

GRAND TOTAL: \$ 801,200.20

WORDS: EIGHT HUNDRED ONE THOUSAND TWO HUNDRED DOLLARS AND TWENTY CENTS

THIS PROPOSAL DATED THIS 28th day of January, 2013

ATTEST:

Witness: 
Signature

THOMAS DONALD
Printed Name

By: 
Authorized Signature (Principal)

ROBERT CAIOFERRI, PRESIDENT
Printed Name, Title

ASPHALT PAVING SYSTEMS, INC.
Company Name

Address: 9021 WIRE ROAD

ZEPHYRHILLS, FL 33540

INCORPORATED IN THE STATE OF NJ

22-3787755

Employee I.D. No.

F223787755006

Florida State Certified General
Contractor's License Number

Telephone Number: 813-788-0010

END OF SECTION

SECTION 00302 – PUBLIC ENTITY CRIMES STATEMENT

NOTICE TO BIDDERS: This form must be properly completed, executed and returned with the proposal documents in order for your proposal to be considered. Failure to do so will result in automatic disqualification.

SWORN STATEMENT UNDER SECTION 287133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF FLORIDA

COUNTY: PASCO

Before me, the undersigned authority, personally appeared ROBERT CAPOFERRI who, being by me first duty sworn, made the following statement:

1. The business address of ASPHALT PAVING SYSTEMS, INC. (name of bidder or contractor) is 9021 WIRE ROAD, ZEPHYRHILLS, FL 33540.

2. My relationship to ASPHALT PAVING SYSTEMS, INC. (name of bidder or contractor) is PRESIDENT (relationship such as sole proprietor, partner, president, vice president).

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes 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 in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean 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 guilt or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officer, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

(Draw a line through paragraph 6 if paragraph 7 below applies.)

7. There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or contractor who is active in the management of the bidder or contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is NONE. A copy of the order of the Division of Administrative Hearings is attached to this statement.

(Draw a line through paragraph 7 if paragraph 6 above applies.)

Sworn to and subscribed before me in the state and county first mentioned above on the 28TH day of JANUARY, 2013.

Signed: Mark S. Rohrbach
Notary Public

(Affix seal)



My commission expires: 10 / 17 / 2015

END OF SECTION

SECTION 00303 – DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with the Florida Statute 287.087 hereby certifies that ASPHALT PAVING SYSTEMS, INC. does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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



Bidder's Signature
ROBERT CAIOFERRI, PRESIDENT

1/28/13
Date

END OF SECTION

SECTION 00304 – E-VERIFY CERTIFICATION FORM

The Sumter County Board of County Commissioners has mandated that effective August 1, 2012, all vendors, contractors and subcontractors doing business with Sumter County must certify that they have implemented the federal E-Verify program.

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>.

Prior to providing goods or services to Sumter County, vendors must certify compliance with the federal E-Verify program. 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 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

(In accordance with Executive Order No. 11-02)

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: 1/28/13

Telephone Number: 813-788-0010

E-mail address: shorebuild@comcast.net

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 send the completed form to the Financial Services Department, 7375 Powell Road, Suite 206, Wildwood, FL 34785, or fax the form to (352)-689-4436. Once the form is received by the Financial Services Department the completed form will remain on file according to the Sumter County Retention Policy.

Please contact the Financial Services Department at 352-689-4435 with questions regarding this requirement.

This document must be completed and returned with your Submittal.

END OF SECTION

SECTION 00305 -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 Board of Sumter 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.

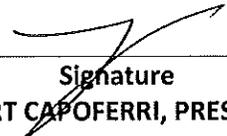
The Contractor/Vendor shall purchase and maintain workers' compensation insurance for all workers' compensation obligations imposed by state law and employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease. Even if the Contractor/Vendor is not required by state law to secure workers' compensation insurance, the Contractor/Vendor shall purchase and maintain worker's compensation insurance in order to perform or provide services to Sumter County. This is the standard requirement however; the Financial Services Department can perform a special review as needed on a case-by-case basis for the Contractor/Vendor.

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


Signature
ROBERT CAPOFERRI, PRESIDENT

2013 PAVEMENT MANAGEMENT -PRESERVATION PROGRAM
Project Name

1/28/13
Date

The effective dates of this Hold Harmless Agreement shall be for the current Fiscal Year.

END OF SECTION

REFERENCE & SIMILAR PROJECTS EXPERIENCE FORM

This document must be completed and returned with your Submittal

Owner / Business Name: SUMTER COUNTY		
Project Location / Address: 7375 POWELL ROAD, SUITE 200		
City: WILDWOOD	State: FL	Zip Code: 34785
Point of Contact: CHRIS WERT		Dates of Work: 4/1/12 – 6/29/12
Phone Number: 352-569-6700		Fax Number: 352-569-6701
E-mail Address: chris.wert@sumtercountyfl.gov		
Project Name: 2012 PAVEMENT MANAGEMENT-PRESERVATION PROGRAM		
Brief Description of Project: Last year's version of this bid. Minor patching, crack seal, micro, and line paint.		

Owner / Business Name: CITRUS COUNTY		
Project Location / Address: 3600 W SOVEREIGN PATH, SUITE 241		
City: LECANTO	State: FL	Zip Code: 34461
Point of Contact: QUINCY WYLUPEK		Dates of Work: 10/15/12 – 10/18/12
Phone Number: 352-527-5488		Fax Number: 352-527-5424
E-mail Address: quincy.wylupek@bocc.citrus.fl.us		
Project Name: MICROSURFACING PROGRAM FISCVAL YEAR 2011/2012		
Brief Description of Project: Micro-surfacing placed in residential community.		

Owner / Business Name: LAKE COUNTY		
Project Location / Address: 315 W MAIN STREET		
City: TAVARES	State: FL	Zip Code: 32778
Point of Contact: JOHN BRINGARD		Dates of Work: 8/1/11 – 9/1/11
Phone Number: 352-343-6439		Fax Number: 352-742-3511
E-mail Address: jbringard@lakecountyfl.gov		
Project Name: MICROSURFACING AND RELATED SERVICES		
Brief Description of Project: Crack seal, micro-surfacing, and line paint.		

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 or Produced Identification _____

Sworn to and subscribed before me this 28TH day of JANUARY, 2013



MARK S ROHRBACH

NOTARY PUBLIC - STATE OF FLORIDA

(Print Name of Notary Public)

(Signature of Notary Public)

(seal)





Document A310 -2010

CONTRACTOR:

Asphalt Paving Systems, Inc.
500 North Egg Harbor Rd.
Hammonton NJ 08037

SURETY:

Safeco Insurance Company of America
62 Maple Avenue
Keene, NH 03431

OWNER:

Sumter County
7375 Powell Road
Wildwood, FL 34785

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

PROJECT: 2013 Pavement Management-Preservation Program

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

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

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

Signed and sealed this 28th day of January, 2013

Kenneth Messina
(Witness) Kenneth Messina, Secretary

Michelle McGinn
(Witness) Michelle McGinn, Witness

Asphalt Paving Systems, Inc.
(Principal)

(Title) Robert Capoferri, President

Safeco Insurance Company of America
(Surety)

(Title) Cecelia D Brown, Attorney-in-Fact

CONSENT OF SURETY

SAFECO INSURANCE COMPANY OF AMERICA,

Keene, New Hampshire duly qualified to transact business in the State of **Florida**

hereby agrees that if **ASPHALT PAVING SYSTEMS, INC.**

is the successful bidder for SUMTER COUNTY

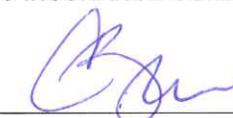
2013 Pavement Management-Preservation Program

it as surety, will provide the Bidder with bonds in such forms and sums as required in the advertisement or in the specifications.

Signed, sealed and dated this **28th** of **January, 2013.**

SAFECO INSURANCE COMPANY OF AMERICA

BY: _____



Cecelia D. Brown, Attorney-in-Fact

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

5495811

Certificate No. _____

First National Insurance Company of America
General Insurance Company of America
Safeco Insurance Company of America

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America are corporations duly organized under the laws of the State of New Hampshire (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, **ALENE M. FISCHER; CECELIA D. BROWN; CHARLES MCCABE; JESSICA HIGGINSON; JULIA A. MCCABE; KEVIN MCCABE; MICHELLE MCGINN; SCOTT MARTIN**.....

all of the city of MULLICA HILL, state of NJ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of July, 2012.



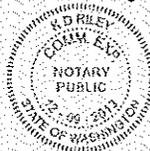
First National Insurance Company of America
General Insurance Company of America
Safeco Insurance Company of America

By: *Gregory W. Davenport*
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 30th day of July, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: *KD Riley*
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America, which are now in full force and effect reading as follows:

ARTICLE IV -- OFFICERS -- Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation -- The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization -- By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28th day of January, 2013.



By: *David M. Carey*
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



SAFECO INSURANCE COMPANY OF AMERICA
FINANCIAL STATEMENT — DECEMBER 31, 2011

Assets		Liabilities	
Cash and Bank Deposits.....	\$ 142,401,794	Unearned Premiums.....	\$ 765,946,552
*Bonds — U.S Government.....	213,904,445	Reserve for Claims and Claims Expense	1,673,156,676
*Other Bonds.....	2,065,056,385	Funds Held Under Reinsurance Treaties.....	0
*Stocks	542,053,558	Reserve for Dividends to Policyholders.....	209,734
Real Estate.....	0	Additional Statutory Reserve.....	0
Agents' Balances or Uncollected Premiums.....	519,959,131	Reserve for Commissions, Taxes and	
Accrued Interest and Rents.....	26,688,776	Other Liabilities	<u>544,037,508</u>
Other Admitted Assets.....	<u>344,092,016</u>	Total	2,983,350,470
Total Admitted Assets.....	<u>\$3,854,156,105</u>	Special Surplus Funds.....	\$ 20,576,030
		Capital Stock.....	5,000,000
		Paid in Surplus.....	580,930,179
		Unassigned Surplus.....	264,299,426
		Surplus to Policyholders	<u>870,805,635</u>
		Total Liabilities and Surplus	<u>\$3,854,156,105</u>



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Safeco Insurance Company's financial statement filed with the state of New Hampshire Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Safeco Insurance Company of America, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2011, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 5th day of April, 2012.

TAMIKOLAJEWSKI

Assistant Secretary

CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER J. Byrne Agency, Inc. 5200 New Jersey Avenue PO Box 1409 Wildwood, NJ 08260	CONTACT NAME: Joseph Meola PHONE (A/C, No, Ext): 609-522-3406 FAX (A/C, No): 609-522-2844 E-MAIL ADDRESS: jmeola@jbyrneagency.com PRODUCER CUSTOMER ID #:													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : New Hampshire Insurance</td> <td>23841</td> </tr> <tr> <td>INSURER B : Houston Casualty Company</td> <td>42374</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : New Hampshire Insurance	23841	INSURER B : Houston Casualty Company	42374	INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER E :														
INSURER F :														
INSURED Asphalt Paving Systems Inc 500 N. Egg Harbor Road P.O. Box 530 Hammonton, NJ 08037														

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL NSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X		1909437	04/01/2012	04/01/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$50,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			8262653	04/01/2012	04/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$	X		H12XC50105-00	04/01/2012	04/01/2013	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) <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	1593195	04/01/2012	04/01/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 2013 Pavement Management-Preservation Program; Sumter County Board of County Commissioners is listed as an additional insured with respects to the operations performed by the named insured.

CERTIFICATE HOLDER Sumter County Board of County Commissioners 7375 Powell Road Wildwood, FL 34785	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 
--	--

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2012 forms a part of

policy No. GL 190-94-37 issued to ASPHALT PAVING SYSTEMS, INC.
(SEE MANUSCRIPT ENDORSEMENT)

by NEW HAMPSHIRE INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTOR'S COMMERCIAL PRIME ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Coverage afforded under this endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Coverage Part.

I. ADDITIONAL INSUREDS

Section II - WHO IS AN INSURED, 1. is amended to include as an insured any person or organization described in paragraphs A through I below, whom you are required to add as an additional insured under a written contract or agreement. The written contract or agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to "bodily injury", "property damage," or "personal injury and advertising injury".

A. BY CONTRACT

Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:

1. The coverage and/or limits of this policy, or
2. The coverage and/or limits required by said contract or agreement.

B. CONTROLLING INTEREST

1. Any person or organization having a greater than a 50% interest in you, but only with respect to their liability arising out of:
 - a. Their financial control of you; or
 - b. Premises they own, maintain or control while you lease these premises.
2. The insurance afforded to these additional insureds under Paragraph I.B.1 does not apply to structural alterations, new construction or demolition operations performed by or for that person or organization.

C. CO-OWNER OR INSURED PREMISES

A Co-owner of insured premises co-owned by you and covered by this insurance but only with respect to their liability as co-owner of the premises.

D. LESSOR OF LEASED EQUIPMENT

1. Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of such equipment leased to you by such person(s) or organization(s).
2. With respect to the insurance afforded to these additional insureds under Paragraph I.D.1, this insurance does not apply to any "occurrence" which takes place:
 - a) after the equipment lease expires, or
 - b) after the equipment is returned or no longer in your possession,whichever takes place later.

E. MANAGERS OR LESSORS OF PREMISES

Managers or Lessors of premises but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance under this paragraph does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of such Managers or Lessors.

F. MORTGAGEE, ASSIGNEE, OR RECEIVER

1. A mortgagee, assignee, or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you.
2. The insurance afforded to the additional insureds under Paragraph I.F.1 does not apply to structural alterations, new construction or demolition operations performed by or for that mortgagee, assignee, or receiver.

G. OWNERS, LESSEES, OR CONTRACTORS - COMPLETED OPERATIONS

- (1) Any Owner, Lessee or Contractor, but only with respect to liability arising out of "your work" performed for that additional insured and included in the "products-completed operations hazard".

H. OWNERS, LESSEES, OR CONTRACTORS - ONGOING OPERATIONS

Any Owners, Lessees, or Contractors, but only with respect to liability arising out of your ongoing operations performed for that additional insured.

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) has been completed; or,
- (2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

I. STATE OR POLITICAL SUBDIVISION - PERMITS

Any State or Political Subdivision, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
2. This insurance does not apply to:
 - a. "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

II. PRIMARY INSURANCE - ADDITIONAL INSURED

Where persons or organizations have been added to your policy as additional insureds to comply with insurance requirements of written contracts mandating primary coverage for such additional insureds relative to:

- a) the performance of your ongoing operations for the additional insureds; or
- b) "your work" performed for the additional insureds and included in the "products-completed operations hazard,"

then with respect to these additional insureds as defined above in this Section only,
SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 4. - Other Insurance, a. - Primary Insurance, is deleted in its entirety and replaced with the following:

This insurance is primary over any similar insurance available to any person or organization we have added to this policy as an additional insured to comply with insurance requirements of written contracts mandating primary coverage for such additional insureds relative to (a) the performance of your ongoing operations for the additional insureds, or (b) "your work" performed for the additional insureds and included in the "products-completed operations hazard. However, this insurance is primary over any other similar insurance only if the additional insured is designated as a named insured of the other similar insurance. We will not require contribution of limits from the other similar insurance if the insurance afforded is primary.

III. INCIDENTAL MEDICAL MALPRACTICE LIABILITY COVERAGE

SECTION II - WHO IS AN INSURED, 2. a. (1) (d) is deleted in its entirety and replaced with the following:

- (d) Arising out of his or her providing or failing to provide professional health care services, except for "bodily injury" arising out of "Incidental Medical Malpractice Injury" by any physician, dentist, nurse or other medical practitioner employed or retained by you unless such "bodily injury" is covered by another primary policy. However, the insurance provided hereunder to such persons will not apply to liability arising out of services performed outside of the scope of their duties as your "employees." Any series of continuous, repeated or related acts will be treated as the occurrence of a single negligent professional healthcare service, which will be assignable to the same policy and policy year in which the originating act occurred.

SECTION V - DEFINITIONS - is amended to add:

"Incidental Medical Malpractice Injury" means "Bodily Injury" arising out of the rendering of or failure to render the following services:

- a. medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or
- b. the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

The Coverage provided by this endorsement does not apply to you or any insured if you are engaged in the business or occupation of providing any of the services described in the definition of "Incidental Medical Malpractice Injury".

IV. JOINT VENTURES / PARTNERSHIPS / LIMITED LIABILITY COMPANIES

The paragraph under SECTION II - WHO IS AN INSURED which states:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

is hereby deleted and replaced with the following:

No person or organization, other than you, is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

Coverage under this policy, however, will not apply:

- a. Prior to the termination date of any joint venture, partnership or limited liability company; or
- b. If there is valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

V. SUPPLEMENTARY PAYMENTS

Under SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B, Paragraph 1.b., is deleted in its entirety and replaced with the following:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

VI. LIBERALIZATION CLAUSE

If we revise or replace our standard policy form to provide more coverage, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

VII. UNINTENTIONAL ERRORS AND OMISSIONS

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. - Representations is amended by adding:

- d. The unintentional failure by you or any Insured to provide accurate and complete nonmaterial representations as of the inception of the policy will not prejudice the coverages afforded by this policy.

VIII. AMENDMENT OF DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. - Duties in the Event of Occurrence, Offense, Claim or Suit, a. is hereby deleted and replaced with the following:

a. You must see to it that we are notified as soon as practicable of any "occurrence" or an offense, which may result in a claim. Knowledge of an "occurrence" or an offense by your agent, your servant, or your employee will not in itself constitute knowledge to you unless the Director of Risk Management (or one with similar or equivalent title) or his/her designee will have received such notice. To the extent possible notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

IX. AMENDMENT OF EXPECTED OR INTENDED INJURY EXCLUSION

SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. - Exclusions, a. - Expected or Intended Injury, is deleted and replaced by the following:

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

X. CONTRACTUAL LIABILITY - RAILROADS

Only with respect to (i) operations performed within 50 feet of railroad property and (ii) for which a Railroad Protective Liability Policy in the name of the railroad has been provided, then

A. SECTION V - DEFINITIONS, Paragraph 9, is deleted in its entirety and replaced with the following:

9. "Insured Contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities; and

B. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. - Other Insurance, b. Excess Insurance, (1) (a), is amended to include the following:

(v) That is a Railroad Protective Insurance Policy or similar coverage.

XI. COVERAGE FOR YOUR SUPERVISORY OR MANAGERIAL EMPLOYEES RELATING TO CO-EMPLOYEE INJURIES

SECTION II - WHO IS AN INSURED, 2.a. (1), (a) and (b) are clarified to hold that:

Your supervisory or managerial "employees" are insureds for "bodily injury" to "co-employees" while in the course of their employment or performing duties related to the conduct of your business if claims or suits arise out of liability assumed by an insured under an "insured contract" as provided by **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, e. Employer's Liability.**

XII. WAIVER OF TRANSFER OF RIGHTS OR RECOVERY AGAINST OTHERS TO US

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. - Transfer of Rights of Recovery Against Others To Us, is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization pursuant to applicable written contract or agreement you enter into because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

XIII. AMENDMENT OF OTHER INSURANCE

A. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4.- Other Insurance, b. - Excess Insurance, (1), is amended to include the following:

This insurance shall not be excess where (i) such other insurance is specifically purchased to apply as excess of this policy, or (ii) where you are obligated by contract to provide primary insurance to an additional insured, unless there is other additional insurance coverage available to that additional insured.

B. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4.- Other Insurance, b. - Excess Insurance, (2), is deleted in its entirety and replaced with the following:

When this insurance is excess, we will have no duty under Coverages A or B to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

XIV. AMENDMENT AGGREGATE LIMITS PER PROJECT

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), offense under COVERAGE B (SECTION 1) and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to ongoing operations at a single designated construction project:

1. A separate Per Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Per Construction Project General Aggregate Limit is the most we will pay for the sum of (i) all damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", (ii) all damages under COVERAGE B and (iii) all medical expenses under COVERAGE C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under COVERAGE A or B for damages or under COVERAGE C for medical expenses shall reduce the Per Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Per Construction Project General Aggregate Limit for any other construction project covered under this policy.
 4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Per Construction Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), offenses under COVERAGE B (SECTION 1) and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which cannot be attributed only to ongoing operations at a single construction project:
1. Any payments made under COVERAGE A or B for damages or under COVERAGE C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Construction Project General Aggregate Limit.
- D.** If the applicable construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Limits of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.



 Authorized Representative or
 Countersignature (in States Where
 Applicable)

State of Florida

Department of State

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

The document number of this corporation is F09000004816.

I further certify that said corporation has paid all fees due this office through December 31, 2012, that its most recent annual report was filed on February 13, 2012, and its status is active.

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

*Given under my hand and the Great Seal of
Florida, at Tallahassee, the Capital, this the
Fourteenth day of February, 2012*



Secretary of State



Authentication ID: 300221680303-021412-F09000004816

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

<https://efile.sunbiz.org/certauthver.html>



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.
SECRETARY

May 31, 2012

ASPHALT PAVING SYSTEMS, INC.
500 N EGG HARBOR RD
HAMMONTON NJ 08037-0530

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the amount and the type of work indicated below. Unless your company is notified otherwise, this rating will expire 6/30/2013. However, the new application is due 4/30/2013.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements and, if applicable, the audited interim financial statements. Section 337.14 (4) F.S. provides that your certificate will be valid for 18 months after your financial statement date. This gives a two month period to allow you to bid on jobs as we process your new application for qualification. To remain qualified with the Department, a new application must be submitted subsequent to any significant change in the financial position or the structure of your firm as described in Section 14-22.005(3), Florida Administrative Code.

Your company's maximum capacity rating has been established. To access it, please log into the Contractor Prequalification Application System via the following link:

<https://www3.dot.state.fl.us/ContractorPreQualification/>

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

FDOT APPROVED WORK CLASSES:

DRAINAGE, FLEXIBLE PAVING, GRADING, HOT PLANT-MIXED BITUM. COURSES

FDOT APPROVED SPECIALITY CLASSES OF WORK:

NONE

Please be advised the Department of Transportation has considered your company's qualification in all work classes requested. We have evaluated your company's organization, management, work experience, work performance and adequacy of equipment as directed by section 14-22.003, Florida Administrative Code. Based on this evaluation, the Department is not able, at this time, to prequalify your company for the work classes: PAVEMENT MARKING.

ASPHALT PAVING SYSTEMS, INC.
May 31, 2012
Page two

You may apply, in writing, for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code. Please be advised if certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

Sincerely,



Juanita Moore, Manager
Contracts Administration Office

JM:cj

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS



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Foreign Profit Corporation

ASPHALT PAVING SYSTEMS, INC.

Filing Information

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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

CT CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION FL 33324 US

Officer/Director Detail

Name & Address

Title PVPT

CAPOFERRI, ROBERT
489 CHEW RD.
HAMMONTON NJ 08037

Title S

MESSINA, KENNETH G
2555 WEYMOUTH ROAD
HAMMONTON NJ 08037

Annual Reports

Report Year	Filed Date
2010	02/08/2010
2011	01/04/2011
2011	02/25/2011

Document Images



P.O. Box 530 • Hammonton NJ 08037
 Phone (609) 561-4161 • Fax (609) 561-0920

Equipment List

<u>Quantity</u>	<u>Make</u>	<u>Year</u>	<u>Model</u>	<u>Description</u>
3	Bergkamp			Mobil Mix Paver
1	Bergkamp	1993		Mobil Mix Paver
3	Bergkamp	1996		Mobil Mix Paver
1	Bergkamp	1999		M-1 Paver
4	Bergkamp	1999		Mobile Support Trucks
4	Bergkamp	1999		Mobile Support Trailers
2	Ford	1999	F350	Stake Body
2	Ford	2001	F350	Utility Body
4	Ford	2001	F350	Crew Cabs
1	Athey Mobil	2007		Broom
2	CAT	1996	PS-130	Rubber Tire Roller
2	CAT	2004	PS-360	Rubber Tire Roller
1	CAT	2004	938	Loader
1	CAT	2004	938	Loader
1	CAT	1998	926	Loader
2	Etnyre	1998	Series 6000	Bulk Tanker
4	Fruehauf	1992	6000 gal	Bulk Tanker
3	Heil	1991	6500	Bulk Tanker
2	Etnyre	1990	6000	Bulk Tanker
1	Etnyre	2000	Centenial	Oil Distributor
			(1000)	
2	Etnyre	1998	Black Topper	Oil Distributor
			(2000)	
1	Etnyre	2007	Model 4WD	Chipper (10-20')
			(K-6002)	

Asphalt Paving Systems, Inc. – Micro Experience of Key Individuals

Individual's Name	Title	Exp.	Primary Office
Robert Capoferri	CEO	30	Florida
Kenneth Messina	Operations Manager	25	Florida & New Jersey
Robert Bevilacqua	Project Manager	29	Florida & New Jersey
Mark Rohrbach	Project Manager	13	Florida
Thomas Donald	Regional Manager	25	Florida
Steven Mahon	Superintendent	15	Florida & New Jersey
Leon Rubba	Equipment Operator	10	Florida
Jeff Daunoras	Equipment Operator	25	Florida
Eddie Ramirez	Equipment Operator	5	Florida
Domenic Mancini	Foreman	10	Florida & New Jersey
Mike Mobley	Laborer	5	Florida
Ron Maccarella	Laborer	15	Florida & New Jersey
Jacob Stockwell	Foreman	8	Florida

SECTION 00003 - CERTIFICATION PAGE

**CONTRACT DOCUMENTS FOR
2013 PAVEMENT MANAGEMENT - PRESERVATION PROGRAM**

I certify that the contract documents contained in this booklet are the original contract documents and I have read and understood the conditions stated herein.

I further certify that I have received a copy of these contract documents and any additional information referenced to be a part thereof.

CONTRACTOR: North Florida Emulsions



Authorized Representative (signature)

Jeffrey King / President

(print name and title)

END OF SECTION

SECTION 00300 – PROPOSAL FORM

1. The undersigned Bidder does hereby declare that he has carefully examined the Request for Proposal, the Instructions to Bidders, Project Manual and Construction Plans, and project addenda relating to the above entitled matter and the work, and has also examined the site.
2. The undersigned Bidder hereby declares that he has based his proposal on the conditions as they exist on site and has noted all items of work required of the project that is not illustrated on the plans.
3. The undersigned does hereby offer and agree to furnish all materials, to fully and faithfully construct, perform and execute all work in the above titled matter in accordance with the Plans, Drawings and Specifications relating thereto.
4. The undersigned does hereby declare that the prices so stated cover all expenses of every kind incidental to the completion of said work, and the contract therefore, including all claims that may arise through damages or any other causes whatsoever.
5. The undersigned does hereby declare that he shall make no claim on account of minor variation of the approximate estimate in the QUANTITIES or work to be done, nor on account of any misunderstanding or misconception of the nature of the work to be done or the grounds or place where it is to be done.
6. The undersigned does also declare and agree that he will commence the work within ten (10) days after notification by the ENGINEER to do so and will complete the work fully and in every respect on or before the time specified in said contract.
7. The undersigned further agrees that the UNIT PRICES submitted on the Proposal Form shall govern all errors in extension or addition and shall void the total base proposal submitted on the attached sheet. The corrected extension and addition of all items shall be considered to be the correct base proposal for comparison purposes.
8. The undersigned further agrees that the UNIT PRICES submitted on the Proposal Form will expire if a contract is not executed within ninety (90) days from the date of proposal deadline, and that the Contractor will be fully released from any obligations of this Proposal Form.
9. The undersigned agrees that the UNIT PRICES submitted on the Proposal Form for asphalt items are valid for 360 days, after which time they will be adjusted annually based on the current Asphalt Price Index at the time of the annual contract renewal.
10. The undersigned agrees that the term of the contract shall be for two years. The contract may be renewed on an annual basis for three additional consecutive one (1) year periods, if agreed to in writing by both parties, at least sixty (60) days prior to the expiration of the Agreement, including any periods of renewal.

11. The Bidder acknowledges having received the following project addenda:

No. 0, Date: _____

No. _____, Date: _____

12. By submission of this proposal, each bidder certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, that this proposal has been arrived at independently, without consultation, communication or agreement as to any matter relating to this proposal with any other bidder or with any competitor.

Grand Total amounts are to be shown in both words and figures. In case of discrepancies, the amount in words will govern.

GRAND TOTAL: \$ 806,820.75

WORDS: Eight Hundred Six Thousand Eight Hundred Twenty and ⁷⁵/₁₀₀

THIS PROPOSAL DATED THIS 24 day of January, 2013

ATTEST:

Witness:

Angela Amon
Signature

Angela Amon
Printed Name

By:

Jeffrey King
Authorized Signature (Principal)

Jeffrey King / President
Printed Name, Title

North Florida Emulsions
Company Name

Address:

701 N. Moody Rd #15
Palatka, Florida 32177

Employee I.D. No.

CBC 1512812
Florida State Certified General
Contractor's License Number

Telephone Number:

386-328-1733

END OF SECTION

**BID FORM
SUMTER COUNTY**

2013 PAVEMENT PRESERVATION

ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
0101-1	MOBILIZATION AND SPECIAL PROVISIONS, INCLUDES ALL SEGMENTS	1	LS	1,000.00	1,000.00
SITE 1 - ODELL CIRCLE, S MORSE BLVD ROTARY TO 190' N OF CORBETT DRIVE (5295 LF)					
02502	MICROSURFACING (DOUBLE) 28-32 LBS/SY	22,240	SY	3.44	76,505.60
02501	CRACK SEAL	417	GAL	12.99	5,416.83
0711-11-111	THERMOPLASTIC, STD, WHITE, SOLID, 6"	3,632	NM	4,224.00	15,341.57
0711-11-112	THERMOPLASTIC, STD, WHITE, SOLID, 8"	1,060	LF	1.00	1,060.00
0711-11-124	THERMOPLASTIC, STD, WHITE, SOLID, 18"	600	LF	2.20	1,320.00
0711-11-131	THERMOPLASTIC, STD, WHITE, 10'-30' SKIP, 6"	0,908	GM	13,200.00	11,985.60
0711-11-160	THERMOPLASTIC, STD, WHITE, MESSAGE	16	EA	100.00	1,600.00
0711-11-170	THERMOPLASTIC, STD, WHITE, ARROWS	5	EA	55.00	275.00
0711-11-211	THERMOPLASTIC, STD, YELLOW, SOLID, 6"	1,816	NM	4,224.00	7,670.78
0711-11-222	THERMOPLASTIC, STD, YELLOW, SOLID, 8"	998	LF	1.00	998.00
0711-11-224	THERMOPLASTIC, STD, YELLOW, SOLID, 18"	288	LF	2.20	633.60
					Subtotal
SITE 2 - BONITA BLVD, 1200' E OF BONITA BLVD TO 850' E OF CANAL ST (2200 LF)					
02502	MICROSURFACING (DOUBLE) 28-32 LBS/SY	9,240	SY	3.44	31,785.60
02501	CRACK SEAL	139	GAL	12.99	1,805.61
0711-11-111	THERMOPLASTIC, STD, WHITE, SOLID, 6"	1,750	NM	4,224.00	7,392.00
0711-11-112	THERMOPLASTIC, STD, WHITE, SOLID, 8"	530	LF	1.00	530.00
0711-11-124	THERMOPLASTIC, STD, WHITE, SOLID, 18"	280	LF	2.20	616.00
0711-11-170	THERMOPLASTIC, STD, WHITE, ARROWS	9	EA	55.00	495.00
0711-11-160	THERMOPLASTIC, STD, WHITE, MESSAGE	6	EA	100.00	600.00
0711-11-211	THERMOPLASTIC, STD, YELLOW, SOLID, 6"	0,875	NM	4,224.00	3,696.00
0711-11-222	THERMOPLASTIC, STD, YELLOW, SOLID, 8"	1,076	LF	1.00	1,076.00
0711-11-224	THERMOPLASTIC, STD, YELLOW, SOLID, 18"	415	LF	2.20	913.00
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	48	LF	3.00	144.00
0706-3	RETRO-REFLECTIVE PAVEMENT MARKER, PER FDOT INDEX 17352	120	EA	3.75	450.00
					Subtotal
SITE 3 - VILLAGES UNIT 14 (DURANGO DR, ORTEGA WAY, JUANITA CT, DEL ROSARIO ST, ANTONIA LN, MELENDEZ WAY, CHISOLM PL)					
02501	CRACK SEAL	300	GAL	12.99	3,897.00
02502-2	MICROSURFACING (SINGLE) 25-30 LBS/SY	14,500	SY	2.69	39,005.00
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	170	LF	3.00	510.00
					Subtotal
SITE 4 - UNIT 15 (CARRERA DR, ALDAMA AVE, HERRERA CT)					
02501	CRACK SEAL	110	GAL	12.99	1,428.90
02502-2	MICROSURFACING (SINGLE) 25-30 LBS/SY	9,300	SY	2.69	24,817.00
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	60	LF	3.00	180.00
					Subtotal
SITE 5 - UNIT 16 (CIMMARRON AVE, FRANCO PLA, ESPANA ST, CADENA CIR, ROSARIO RD)					
02501	CRACK SEAL	140	GAL	12.99	1,818.60
02502-2	MICROSURFACING (SINGLE) 25-30 LBS/SY	11,900	SY	2.69	32,011.00
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	110	LF	3.00	330.00
					Subtotal
SITE 6 - UNIT 17 (CARRERA DR, CABANA CT, SAN LUIS LN, SANTAN WAY, GARZA PL, ESTAFANA WAY, BARRAZA CT)					
02501	CRACK SEAL	120	GAL	12.99	1,558.80
02502-2	MICROSURFACING (SINGLE) 25-30 LBS/SY	11,600	SY	2.69	31,204.00
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	110	LF	3.00	330.00
					Subtotal
SITE 7 - UNIT 10 (REDONDO WAY, JUANITA AVE, CAMINO DEL RAY DR, SAN DIEGO ST, YUCATAN WAY, ARMADILLO PL, GARDENA CT)					
02501	CRACK SEAL	190	GAL	12.99	2,468.10
02502-2	MICROSURFACING (SINGLE) 25-30 LBS/SY	17,100	SY	2.69	45,999.00
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	120	LF	3.00	360.00
					Subtotal
SITE 8 - UNIT 3 (RAMOS DR, CHAVEZ CT)					
02501	CRACK SEAL	60	GAL	12.99	779.40
02502-2	MICROSURFACING (SINGLE) 25-30 LBS/SY	6,100	SY	2.69	16,409.00
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	80	LF	3.00	240.00
					Subtotal
SITE 9 - UNIT 7 (SOLEDAD WAY, PRESA PL, LAVUCA LN, NUEVA PL, DOLOROSA CT)					
02501	CRACK SEAL	180	GAL	12.99	2,338.20
02502-2	MICROSURFACING (SINGLE) 25-30 LBS/SY	7,000	SY	2.69	18,830.00
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	90	LF	3.00	270.00
					Subtotal

CONTINUED ON NEXT PAGE

BID FORM (CONT.)

SUMTER COUNTY

2013 PAVEMENT PRESERVATION

SITE 10 - UNIT 8 (SAN FERNANDO DR, SAN ANTONIO LN)

02501	CRACK SEAL					
02502-2	MICROSURFACING (SINGLE) 25-30 LBS/SY	50	GAL	12.99	649.50	
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	4,200	SY	2.69	11,298.00	
		30	LF	3.00	90.00	

Subtotal 12,037.50

SITE 11 - UNIT 9 (CERVANTES PL, SAN CLEMENTE CT, DESILVA ST, CABELLA CIR, SAN BERNADINO WAY, SAN JUAN DR, CORONA AVE, FONTANA CT, BARCELONA DR, PAMONA LN, ROJAS PL)

02501	CRACK SEAL					
02502-2	MICROSURFACING (SINGLE) 25-30 LBS/SY	270	GAL	12.99	3,507.30	
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	21,600	SY	2.69	58,104.00	
		170	LF	3.00	510.00	

Subtotal 62,121.30

SITE 12 - UNIT 11 (PALO ALTO AVE)

02501	CRACK SEAL					
02502-2	MICROSURFACING (SINGLE) 25-30 LBS/SY	90	GAL	12.99	1,169.10	
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	8,700	SY	2.69	23,403.00	
		30	LF	3.00	90.00	

Subtotal 21,662.10

SITE 13 - UNIT 12 (PALO ALTO AVE)

02501	CRACK SEAL					
02502-2	MICROSURFACING (SINGLE) 25-30 LBS/SY	40	GAL	12.99	519.60	
		4,000	SY	2.69	10,760.00	

Subtotal 11,279.60

SITE 14 - UNIT 13 (PALO ALTO AVE, DRI NORTE DR, MARGARITA CT, SAN SALVADORE DR, ARMONDO DR, ANTONIA PL, SAN LEONARD WAY, SALINAS AVE, ALLENDE DR)

02501	CRACK SEAL					
02502-2	MICROSURFACING (SINGLE) 25-30 LBS/SY	390	GAL	12.99	5,066.10	
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	25,300	SY	2.69	68,057.00	
		210	LF	3.00	630.00	

Subtotal 73,753.10

MISCELLANEOUS

02502-1	MICROSURFACING (SINGLE) 18-22 LBS/SY					
02502-3	MICROSURFACING LEVELING	1,000	SY	2.59	2,590.00	
327-70-6	MILL EXISTING ASPHALT (1.5")	100	TON	100.00	10,000.00	
334-1	SUPERPAVE ASPHALTIC CONCRETE (1.5")	1,000	SY	3.00	3,000.00	
		100	TON	100.00	10,000.00	

Subtotal 25,590.00

ROAD CONSTRUCTION SUBTOTAL 59,480.75

ALTERNATE BID ITEMS

UNPAVED TO PAVED - PRIME AND OVERLAY WITH DOUBLE CHIP SEAL^a

1	PRIME AT 0.10 GAL/SY					
2	CR 230C, FROM CR 205 TO CR 205A - 644 LF	5,500	GAL	3.00	16,500.00	
3	CR 229P, FROM CR 229 TO TO CR 235 - 1305 LF	1,290	SY	4.00	5,160.00	
4	CR 481W, FROM CR 481B TO END - 927 LF	2,900	SY	4.00	11,600.00	
5	CR 772C, FROM CR 772 TO END - 960 LF	1,860	SY	4.00	7,440.00	
6	CR 696, FROM CR 684 TO END - 801 LF	2,140	SY	4.00	8,560.00	
7	CR 738E, FROM CR 738 TO END - 959 LF	1,610	SY	4.00	6,440.00	
8	CR 738G, FROM CR 738F TO CR 738G - 1329 LF	2,140	SY	4.00	8,560.00	
9	CR 436E, FROM C-470 TO END - 1773 LF	2,960	SY	4.00	11,840.00	
10	CR 546, FROM CR 546N TO CR 546 - 3862 LF	3,550	SY	4.00	14,200.00	
11	CR 245C, FROM CR 245 TO END - 4245 LF	2,730	SY	3.00	8,190.00	
12	CR 316, FROM CR 317 TO END - 1128 LF	9,440	SY	3.00	28,320.00	
13	CR 311, FROM CR 311 TO I-75 - 3889 LF	2,260	SY	4.00	9,040.00	
14	CR 675 W, FROM CR 675W TO CR 680 - 819 LF	2,780	SY	3.00	8,340.00	
15	CR 776, FROM SR-471 TO END - 1272 LF	1,640	SY	4.00	6,560.00	
16	CR 564A, FROM CR 564 TO END - 1295 LF	2,550	SY	4.00	10,200.00	
17	CR 417 - 233 LF	2,880	SY	3.00	8,640.00	
18	CR 609C, FROM CR 609A TO END - 269 LF	470	SY	4.00	1,880.00	
19	CR 680, FROM CR 675W TO CR 680 - 644 LF	540	SY	4.00	2,160.00	
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	1,290	SY	4.00	5,160.00	
		960	LF	3.00	2,880.00	

ALTERNATE BID ROAD CONSTRUCTION SUBTOTAL 209,870.00

NOTES:

1. THE COST OF DETOURS AND MAINTENANCE OF TRAFFIC SHALL BE CONSIDERED INCIDENTAL TO THE WORK. ADDITIONAL PAYMENT SHALL NOT BE MADE.
2. REMOVAL OF THE EXISTING THERMOPLASTIC SHALL BE CONSIDERED INCIDENTAL TO THE WORK, AND PAYMENT IS INCLUDED IN ITEM 02502-1, 2502-2, 2502-3, AND ITEM 02503.
3. TEMPORARY STRIPING AS REQUIRED FOR TRAFFIC CONTROL PER FDOT #600 SERIES SHALL BE CONSIDERED INCIDENTAL TO THE WORK. ADDITIONAL PAYMENT SHALL NOT BE MADE.
4. NEW THERMOPLASTIC MARKINGS AND RETRO-REFLECTIVE PAVEMENT MARKERS SHALL MATCH EXISTING.
5. THE COUNTY WILL PROVIDE AND INSTALL LIMEROCK BASE, ROLL, AND COMPACT ON THE EXISTING ROADBASE PRIOR TO CONTRACTOR APPLYING PRIME COAT AND ASPHALT SURFACE COURSE.

SECTION 00302 - PUBLIC ENTITY CRIMES STATEMENT

NOTICE TO BIDDERS: This form must be properly completed, executed and returned with the proposal documents in order for your proposal to be considered. Failure to do so will result in automatic disqualification.

SWORN STATEMENT UNDER SECTION 287133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF Florida

COUNTY: Putnam

Before me, the undersigned authority, personally appeared Jeffrey King who, being by me first duty sworn, made the following statement:

1. The business address of Jeffrey King/N.F.E (name of bidder or contractor) is 701 N. Meedy Rd #15 Palatka, Fl 32177.

2. My relationship North Florida Emulsions (name of bidder or contractor) is President (relationship such as sole proprietor, partner, president, vice president).

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes 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 in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean 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 guilt or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officer, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

(Draw a line through paragraph 6 if paragraph 7 below applies.)

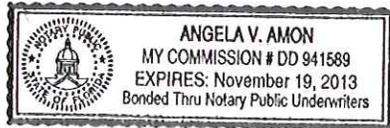
7. There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or contractor who is active in the management of the bidder or contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____ . A copy of the order of the Division of Administrative Hearings is attached to this statement.

(Draw a line through paragraph 7 if paragraph 6 above applies.)

Sworn to and subscribed before me in the state and county first mentioned above on the 24 day of January, 2013.

Signed: Angela V. Amon
Notary Public

(Affix seal)



My commission expires: _____

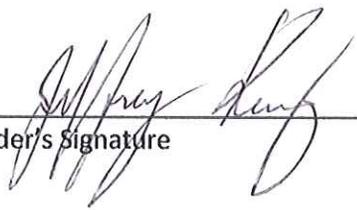
END OF SECTION

SECTION 00303 – DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with the Florida Statute 287.087 hereby certifies that North Florida Emulsions does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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


Bidder's Signature

1-24-2013
Date

END OF SECTION

SECTION 00304 – E-VERIFY CERTIFICATION FORM

The Sumter County Board of County Commissioners has mandated that effective August 1, 2012, all vendors, contractors and subcontractors doing business with Sumter County must certify that they have implemented the federal E-Verify program.

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>.

Prior to providing goods or services to Sumter County, vendors must certify compliance with the federal E-Verify program. 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 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

(In accordance with Executive Order No. 11-02)

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: North Florida Emulsions, Inc.
Authorized signature: *Jeffrey King*
Printed name & Title: Jeffrey King / President
Address: 701 N. moody rd #15 Palatka, FL 32177
Date: 1-24-2013
Telephone Number: 386-328-1733
E-mail address: Northflemulsions@bellsouth.net

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 send the completed form to the Financial Services Department, 7375 Powell Road, Suite 206, Wildwood, FL 34785, or fax the form to (352)-689-4436. Once the form is received by the Financial Services Department the completed form will remain on file according to the Sumter County Retention Policy.

Please contact the Financial Services Department at 352-689-4435 with questions regarding this requirement.

This document must be completed and returned with your Submittal.

END OF SECTION

SECTION 00305 -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 Board of Sumter 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 for all workers' compensation obligations imposed by state law and employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease. Even if the Contractor/Vendor is not required by state law to secure workers' compensation insurance, the Contractor/Vendor shall purchase and maintain worker's compensation insurance in order to perform or provide services to Sumter County. This is the standard requirement however; the Financial Services Department can perform a special review as needed on a case-by-case basis for the Contractor/Vendor.

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.

North Florida Emulsions, Inc.
Contractor/Vendor-Print Name

Jeffrey King
Signature

2013 Pavement Management/Preservation Program
Project Name

1-24-2013
Date

The effective dates of this Hold Harmless Agreement shall be for the current Fiscal Year.

END OF SECTION

REFERENCE & SIMILAR PROJECTS EXPERIENCE FORM

This document must be completed and returned with your Submittal

Owner / Business Name: <u>Deercreek County Club H.O.A.</u>		
Project Location / Address: <u>inside H.O.A of Deercreek</u>		
City: <u>Jacksonville</u>	State: <u>FL</u>	Zip Code: <u>32080</u>
Point of Contact: <u>Danny Becton</u>		Dates of Work: <u>10-2012, 10-2011</u>
Phone Number: <u>904-519-1276</u>		Fax Number: <u>904-273-4851</u>
E-mail Address:		
Project Name: <u>Deer Creek Micro</u>		
Brief Description of Project:		
<u>Micro-Surfacing</u>	<u>29,142 sq in 2012</u>	<u>22,394 sq in 2011</u>
<u>Crack Seal</u>	<u>100 gallons in 2012</u>	<u>200 gallons in 2011</u>

Owner / Business Name: <u>Timber Pines</u>		
Project Location / Address: <u>6872 Timber Pines Blvd</u>		
City: <u>Springhill</u>	State: <u>FL</u>	Zip Code: <u>34604</u>
Point of Contact: <u>Bill Tesh</u>		Dates of Work: <u>6-2011</u>
Phone Number: <u>866-862-7767</u>		Fax Number:
E-mail Address:		
Project Name: <u>Timber Pines Micro</u>		
Brief Description of Project:		
<u>Micro-Surfacing</u>	<u>17,790 sq</u>	
<u>Crack Seal</u>	<u>545 gallons</u>	

Owner / Business Name: <u>Queens Harbour</u>		
Project Location / Address: <u>238 Queens Harbour Blvd.</u>		
City: <u>Jacksonville</u>	State: <u>FL</u>	Zip Code: <u>32225</u>
Point of Contact: <u>John Pujol</u>		Dates of Work: <u>5-2012, 3-2011</u>
Phone Number: <u>904-221-9588</u>		Fax Number:
E-mail Address:		
Project Name: <u>Queens Harbour Micro</u>		
Brief Description of Project: <u>Micro-surfacing 36,443 sq 3-2011</u> <u>Micro-surfacing 31,517 sq 5-2012</u>		

CONTRACTOR'S AFFIDAVIT

State of Florida

County of Putnam

Before me personally appeared Jeffrey King who is (title) President

of (the company described herein) North Florida Emulsion 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 or Produced Identification _____

Sworn to and subscribed before me this 24 day of January, 2013

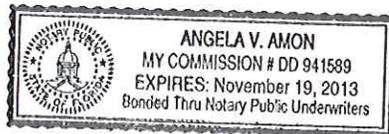
Angela V. Amon

NOTARY PUBLIC - STATE OF FLORIDA

(Signature of Notary Public)

Angela V. Amon

(Print Name of Notary Public)



(seal)



CERTIFICATE OF LIABILITY INSURANCE

DOSCH-1

OP ID: MG

DATE (MM/DD/YYYY)

01/11/13

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

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

PRODUCER Dale Group, Inc. PO Box 6 Florham Park, NJ 07932	973-377-7000	CONTACT NAME: Karen Napoli	
	973-377-4614	PHONE (A/C, No, Ext): 973-377-7000	FAX (A/C, No): 973-377-4614
		E-MAIL ADDRESS: karenn@dalegroup.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Chartis Specialty Ins Co.	26883
		INSURER B : Commerce Industry Insurance	19410
		INSURER C : National Union Fire Ins Co	19445
		INSURER D : Hartford Casualty Insurance Co	29424
		INSURER E :	
		INSURER F :	

INSURED
North Florida Emulsions, Inc
701 North Moody Road #15
Palatka, FL 32177

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	GENERAL LIABILITY			EG5593726	06/15/12	06/15/13	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 25,000
	<input checked="" type="checkbox"/> Pollution						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY			CA4691881	06/15/12	06/15/13	Emp Ben. \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				BODILY INJURY (Per accident) \$
		<input type="checkbox"/>	<input type="checkbox"/>				PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/>		EBU061233895	06/15/12	06/15/13	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/>					AGGREGATE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE						
DED RETENTION \$							
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							WC STATUTORY LIMITS OTHER
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		<input type="checkbox"/>	N/A				E.L. EACH ACCIDENT \$
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE \$
D	Contractors Equip			13UUMJP2480	09/25/12	09/25/13	Per Occ 150,000
							Max Limit 350,000

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

Re: Micro-Surface, Crack Seal County Roads
Sumter County Board of County Commissioners, Owners, Lessees or Contractors
are named as General Liability additional insured provided there is a
written contract requiring additional insured status for project.

CERTIFICATE HOLDER**CANCELLATION**

Sumter County B.O.C.C.
7375 Powell Road
Wildwoods, FL 34785

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

CERTIFICATE OF LIABILITY INSURANCE							Date 1/11/2013			
Producer: Lion Insurance Company 2739 U.S. Highway 19 N. Holiday, FL 34691 (727) 938-5562				This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.						
Insured: South East Personnel Leasing, Inc. & Subsidiaries 2739 U.S. Highway 19 N. Holiday, FL 34691				Insurers Affording Coverage			NAIC #			
				Insurer A: Lion Insurance Company					11075	
				Insurer B:						
				Insurer C:						
				Insurer D:						
Insurer E:										
Coverages										
<small>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. Aggregate limits shown may have been reduced by paid claims.</small>										
INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits				
		GENERAL LIABILITY <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occur <hr/> General aggregate limit applies per: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> LOC				Each Occurrence	\$			
						Damage to rented premises (EA occurrence)	\$			
						Med Exp	\$			
						Personal Adv Injury	\$			
						General Aggregate	\$			
						Products - Corrupt Op Agg	\$			
		AUTOMOBILE LIABILITY <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Combined Single Limit (EA Accident)	\$			
						Bodily Injury (Per Person)	\$			
						Bodily Injury (Per Accident)	\$			
						Property Damage (Per Accident)	\$			
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> Occur <input type="checkbox"/> Claims Made <input type="checkbox"/> Deductible				Each Occurrence	\$			
						Aggregate	\$			
A		Workers Compensation and Employers' Liability Any proprietor/partner/executive officer/member excluded? NO If Yes, describe under special provisions below.	WC 71949	01/01/2013	01/01/2014	X	WC Statutory Limits	OTH-ER		
							E.L. Each Accident	\$1,000,000		
							E.L. Disease - Ea Employee	\$1,000,000		
							E.L. Disease - Policy Limits	\$1,000,000		
Other			Lion Insurance Company is A.M. Best Company rated A- (Excellent). AMB # 12616							
Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions:							Client ID: 31-66-451			
Coverage only applies to active employee(s) of South East Employee Leasing Services, Inc. that are leased to the following "Client Company": North Florida Emulsions Inc. Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s) , while working in Florida. Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity. A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or by calling (727) 938-5562. Project Name: FAX:386-328-1887 / ISSUE 01-23-12 (SS)Reissued 12/10/12 (SH)										
CERTIFICATE HOLDER							Begin Date: 3/30/2011			
SUMTER COUNTY B.O.C.C.				CANCELLATION						
7375 POWELL ROAD WILDWOOD, FL 34785				Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.						
				<i>John A. Brown</i>						

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE North Florida Emulsions, Inc.

701 North Moody Road #15, Palatka, FL 32177

as Principal, hereinafter called the Principal, and International Fidelity Insurance Company

One Newark Center, Newark, NJ 07102-5207

a corporation duly organized under the laws of the State of NJ

as Surety, hereinafter called the Surety, are held and firmly bound unto Sumter County B.O.C.C.

7375 Powell Road, Wildwood, FL 34785

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Micro Surfacing & Crack-Seal Various Roads in Sumter County, Florida

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 18th day of January, 2013

Steven Cybulski
(Witness)

North Florida Emulsions, Inc.

(Principal)

(Seal)

By: Jeffrey King

President

(Title)

C. Lurvey
(Witness)



International Fidelity Insurance Company

(Surety)

(Seal)

By: Thomas M. Miland
Attorney-in-Fact

Thomas M. Miland

(Title)

ACKNOWLEDGEMENT OF CONTRACTOR, IF A CORPORATION

STATE OF ~~NEW YORK~~ *Florida*
COUNTY OF *Putnam*

ON THE *24* DAY OF **JANUARY 2013** BEFORE ME PERSONALLY CAME
Jeffery King TO ME KNOWN, WHO BEING BY ME
DULY SWORN, DID DEPOSE AND SAY THAT (S)HE RESIDES AT
St. Augustine, FL, THAT (S)HE IS THE *President*
OF **NORTH FLORIDA EMULSIONS, INC.** THE CORPORATION DESCRIBED IN
AND WHICH EXECUTED THE ABOVE INSTRUMENT; AND THAT (S)HE
SIGNED HIS/HER NAME THERETO BY ORDER OF THE BOARD OF DIRECTORS
OF SAID CORPORATION

Angela V. Amon
Notary Public



ACKNOWLEDGEMENT OF SURETY

STATE OF **NEW YORK**
COUNTY OF **SUFFOLK**

ON THE **18TH** DAY OF **JANUARY 2013** BEFORE ME PERSONALLY CAME
THOMAS M. NILAND TO ME KNOWN, WHO, BEING BY ME DULY SWORN,
DID DEPOSE AND SAY THAT (S)HE RESIDES AT **LIDO BEACH, NY** THAT
(S)HE IS THE ATTORNEY-IN-FACT OF THE **INTERNATIONAL FIDELITY
INSURANCE COMPANY** THE CORPORATION DESCRIBED IN AND WHICH
EXECUTED THE ABOVE INSTRUMENT; THAT (S)HE KNOWS THE SEAL OF
SAID CORPORATION; THAT ONE OF THE SEALS AFFIXED TO THE
FOREGOING INSTRUMENT IS SUCH SEAL; THAT IT WAS SO AFFIXED BY
ORDER OF THE BOARD OF DIRECTORS OF SAID CORPORATION; AND THAT
(S)HE SIGNED HIS/HER NAME THERETO BY LIKE ORDER

Gaye Conklin
Notary Public

GAYE CONKLIN
Notary Public, State of New York
No. 01005-82612
Qualified in Putnam County
Commission Expires June 10, 20 *15*

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

GAYE CONKLIN, LEONARD SCIOSCIA, JR., THOMAS M. NILAND, THOMAS G. MCMAHON,
JOHN E. HARDY

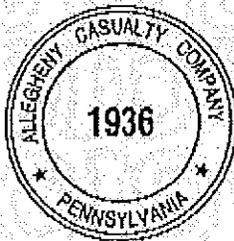
East Hampton, NY

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 12th day of March, 2012.

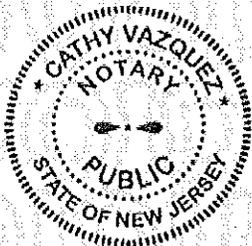


STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Executive Vice President/Chief Operating Officer
(International Fidelity Insurance Company)
and President (Allegheny Casualty Company)

On this 12th day of March 2012, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Mar. 27, 2014

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcriptions thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 18th day of January, 2013

MARIA BRANCO, Assistant Secretary

INTERNATIONAL FIDELITY INSURANCE COMPANY
 ONE NEWARK CENTER, 20TH FLOOR, NEWARK, NEW JERSEY 07102-5207

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS

AT DECEMBER 31, 2011

ASSETS

Bonds (Amortized Value)	\$49,681,081
Common Stocks (Market Value)	57,533,888
Mortgage Loans on Real Estate	153,200
Cash & Bank Deposits	104,817,510
Other Invested Assets	398,030
Unpaid Premiums & Assumed Balances	10,382,729
Reinsurance Recoverable from Reinsurers	1,513,768
Electronic Data Processing Equipment	466,371
Investment Income Due and Accrued	427,584
Current Federal & Foreign Income Tax Recoverable & Interest Thereon.....	691,915
Net Deferred Tax Assets	5,500,000
Health Care (\$.....) and other amounts receivable	139,513
Other Assets	<u>2,367,412</u>
TOTAL ASSETS	<u>\$234,075,001</u>

LIABILITIES, SURPLUS & OTHER FUNDS

Losses (Reported Losses Net as to Reinsurance Ceded and Incurred But Not Reported Losses)	\$13,364,296
Reinsurance Payable on Paid Losses and Loss Adjustment Expenses (Schedule F, Part 1, Column 6)	502,347
Loss Adjustment Expenses	4,260,327
Contingent Commissions & Other Similar Charges	5,090,164
Other Expenses (Excluding Taxes, Licenses and Fees)	3,200,395
Taxes, Licenses & Fees (Excluding Federal Income Tax)	953,118
Unearned Premiums	36,507,172
Dividends Declared & Unpaid: Policyholders	500,000
Ceded Reinsurance Premiums Payable	3,809,996
Funds Held by Company under Reinsurance Treaties	1,031
Amounts Withheld by Company for Account of Others	71,654,569
Provisions for Reinsurance	1,043
Payable to Parent, Subsidiaries and Affiliates	169,155
Other Liabilities	<u>6,975</u>
TOTAL LIABILITIES	<u>\$140,020,588</u>
Common Capital Stock	\$1,500,000
Gross Paid-in & Contributed Surplus	374,600
Surplus Note	16,000,000
Unassigned Funds (Surplus)	77,044,997
Less: Treasury Stock at cost (19,226 shares common) (value incl. \$45.)	<u>865,185</u>
Surplus as Regards Policyholders	<u>\$94,054,412</u>
TOTAL LIABILITIES, SURPLUS & OTHER FUNDS	<u>\$234,075,000</u>

I, Francis L. Mitterhoff, President of INTERNATIONAL FIDELITY INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2011, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of New Jersey.



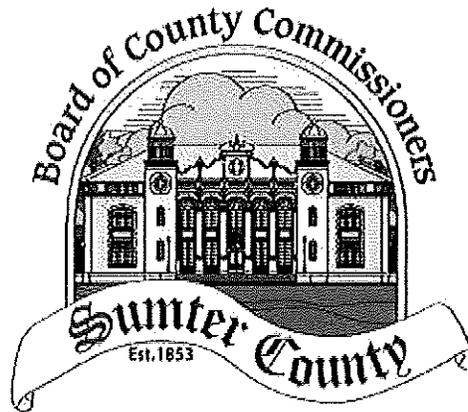
IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 24th day of February, 2012.
 INTERNATIONAL FIDELITY INSURANCE COMPANY

REQUEST FOR PROPOSAL

FOR

2013 PAVEMENT MANAGEMENT - PRESERVATION PROGRAM

SUMTER COUNTY RFP # RFP 030-0-2012/AT



Board of Sumter County Commissioners
Financial Services Department
Amanda Taylor, Financial Services Manager
7375 Powell Road
Wildwood, Florida 34785

Phone: 352/689-4435 Fax: 352/689-4436

Date of Issue: December 28, 2012
Due Date/Time: January 28, 2013 @ 11:30 a.m.

 Kimley-Horn
and Associates, Inc.
142109033
© Kimley-Horn and Associates, Inc.
Suite 200
1823 SE Fort King Street
Ocala, Florida 34471
352/438-3000 TBL

WINTER PARK, FL 32789
1836 LEE ROAD, SUITE 105
ROADWAY MANAGEMENT, INC.

SECTION 00300 – PROPOSAL FORM

1. The undersigned Bidder does hereby declare that he has carefully examined the Request for Proposal, the Instructions to Bidders, Project Manual and Construction Plans, and project addenda relating to the above entitled matter and the work, and has also examined the site.
2. The undersigned Bidder hereby declares that he has based his proposal on the conditions as they exist on site and has noted all items of work required of the project that is not illustrated on the plans.
3. The undersigned does hereby offer and agree to furnish all materials, to fully and faithfully construct, perform and execute all work in the above titled matter in accordance with the Plans, Drawings and Specifications relating thereto.
4. The undersigned does hereby declare that the prices so stated cover all expenses of every kind incidental to the completion of said work, and the contract therefore, including all claims that may arise through damages or any other causes whatsoever.
5. The undersigned does hereby declare that he shall make no claim on account of minor variation of the approximate estimate in the QUANTITIES or work to be done, nor on account of any misunderstanding or misconception of the nature of the work to be done or the grounds or place where it is to be done.
6. The undersigned does also declare and agree that he will commence the work within ten (10) days after notification by the ENGINEER to do so and will complete the work fully and in every respect on or before the time specified in said contract.
7. The undersigned further agrees that the UNIT PRICES submitted on the Proposal Form shall govern all errors in extension or addition and shall void the total base proposal submitted on the attached sheet. The corrected extension and addition of all items shall be considered to be the correct base proposal for comparison purposes.
8. The undersigned further agrees that the UNIT PRICES submitted on the Proposal Form will expire if a contract is not executed within ninety (90) days from the date of proposal deadline, and that the Contractor will be fully released from any obligations of this Proposal Form.
9. The undersigned agrees that the UNIT PRICES submitted on the Proposal Form for asphalt items are valid for 360 days, after which time they will be adjusted annually based on the current Asphalt Price Index at the time of the annual contract renewal.
10. The undersigned agrees that the term of the contract shall be for two years. The contract may be renewed on an annual basis for three additional consecutive one (1) year periods, if agreed to in writing by both parties, at least sixty (60) days prior to the expiration of the Agreement, including any periods of renewal.

ROADWAY MANAGEMENT, INC.

1936 LEE ROAD, SUITE 105

WINTER PARK, FL 32789

11. The Bidder acknowledges having received the following project addenda:

No. _____, Date: N/A

12. By submission of this proposal, each bidder certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, that this proposal has been arrived at independently, without consultation, communication or agreement as to any matter relating to this proposal with any other bidder or with any competitor.

ROADWAY MANAGEMENT, INC.

1936 LEE ROAD, SUITE 105

WINTER PARK, FL 32789

BID FORM SUMTER COUNTY 2013 PAVEMENT PRESERVATION					
ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
0101-1	MOBILIZATION AND SPECIAL PROVISIONS, INCLUDES ALL SEGMENTS	1	LS	\$5,850-	\$5,850-
SITE 1 - ODELL CIRCLE, S MORSE BLVD ROTARY TO 190' N OF CORBETT DRIVE (5295 LF)					
02502	MICROSURFACING (DOUBLE) 28-32 LBS/SY	22,240	SY	\$3.11	\$69,166.40
02501	CRACK SEAL	417	GAL	\$40.20	\$16,784.40
0711-11-111	THERMOPLASTIC, STD, WHITE, SOLID, 6"	3,632	NM	\$50.01	\$18,236.27
0711-11-112	THERMOPLASTIC, STD, WHITE, SOLID, 8"	1060	LF	\$1.45	\$1,537-
0711-11-124	THERMOPLASTIC, STD, WHITE, SOLID, 18"	600	LF	\$3.08	\$1,848-
0711-11-131	THERMOPLASTIC, STD, WHITE, 10'-30' SKIP, 6"	0.908	GM	\$1,285.44	\$1,166.78
0711-11-160	THERMOPLASTIC, STD, WHITE, MESSAGE	16	EA	\$121.80	\$1,948.80
0711-11-170	THERMOPLASTIC, STD, WHITE, ARROWS	5	EA	\$75.40	\$377-
0711-11-211	THERMOPLASTIC, STD, YELLOW, SOLID, 6"	1.816	NM	\$50.01.64	\$9,119.30
0711-11-222	THERMOPLASTIC, STD, YELLOW, SOLID, 8"	998	LF	\$1.45	\$1,447.10
0711-11-224	THERMOPLASTIC, STD, YELLOW, SOLID, 18"	288	LF	\$3.07	\$884.14
Subtotal					\$122,494.21
SITE 2 - BONITA BLVD, 1200' E OF BONITA BLVD TO 850' E OF CANAL ST (2200 LF)					
02502	MICROSURFACING (DOUBLE) 28-32 LBS/SY	9,240	SY	\$3.11	\$28,736.40
02501	CRACK SEAL	139	GAL	\$40.20	\$5,587.80
0711-11-111	THERMOPLASTIC, STD, WHITE, SOLID, 6"	1,750	NM	\$50.01.00	\$8,750.75
0711-11-112	THERMOPLASTIC, STD, WHITE, SOLID, 8"	530	LF	\$1.45	\$768.50
0711-11-124	THERMOPLASTIC, STD, WHITE, SOLID, 18"	280	LF	\$3.08	\$862.40
0711-11-170	THERMOPLASTIC, STD, WHITE, ARROWS	9	EA	\$75.40	\$678.60
0711-11-160	THERMOPLASTIC, STD, WHITE, MESSAGE	6	EA	\$121.80	\$730.80
0711-11-211	THERMOPLASTIC, STD, YELLOW, SOLID, 6"	0.875	NM	\$50.01.64	\$4,373.94
0711-11-222	THERMOPLASTIC, STD, YELLOW, SOLID, 8"	1,076	LF	\$1.45	\$1,560.20
0711-11-224	THERMOPLASTIC, STD, YELLOW, SOLID, 18"	415	LF	\$3.07	\$1,274.05
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	48	LF	\$6.09	\$292.32
0706-3	RETRO-REFLECTIVE PAVEMENT MARKER, PER FDOT INDEX 17352	120	EA	\$4.35	\$522-
Subtotal					\$51,193.74
SITE 3 - VILLAGES UNIT 14 (DURANGO DR, ORTEGA WAY, JUANITA CT, DEL ROSARIO ST, ANTONIA LN, MELENDEZ WAY, CHISOLM PL)					
02501	CRACK SEAL	300	GAL	\$40.20	\$12,060-
02502-2	MICROSURFACING (SINGLE) 25-30 LBS/SY	14,500	SY	\$2.50	\$36,250-
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	170	LF	\$6.09	\$1,035.30
Subtotal					\$49,345.30
SITE 4 - UNIT 15 (CARRERA DR, ALDAMA AVE, HERRERA CT)					
02501	CRACK SEAL	110	GAL	\$40.20	\$4,422-
02502-2	MICROSURFACING (SINGLE) 25-30 LBS/SY	9,300	SY	\$2.50	\$23,250-
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	60	LF	\$6.09	\$365.40
Subtotal					\$28,037.40
SITE 5 - UNIT 16 (CIMMARRON AVE, FRANCO PLA, ESPANA ST, CADENA CIR, ROSARIO RD)					
02501	CRACK SEAL	140	GAL	\$40.20	\$5,628-
02502-2	MICROSURFACING (SINGLE) 25-30 LBS/SY	11,900	SY	\$2.50	\$29,750-
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	110	LF	\$6.09	\$669.90
Subtotal					\$36,047.90
SITE 6 - UNIT 17 (CARRERA DR, CABANA CT, SAN LUIS LN, SANTAN WAY, GARZA PL, ESTAFANA WAY, BARRAZA CT)					
02501	CRACK SEAL	120	GAL	\$40.20	\$4,824-
02502-2	MICROSURFACING (SINGLE) 25-30 LBS/SY	11,600	SY	\$2.50	\$29,000-
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	110	LF	\$6.09	\$669.90
Subtotal					\$34,583.90
SITE 7 - UNIT 10 (REDONDO WAY, JUANITA AVE, CAMINO DEL RAY DR, SAN DIEGO ST, YUCATAN WAY, ARMADILLO PL, GARDENA CT)					
02501	CRACK SEAL	190	GAL	\$40.20	\$7,638-
02502-2	MICROSURFACING (SINGLE) 25-30 LBS/SY	17,100	SY	\$2.50	\$42,750-
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	120	LF	\$6.09	\$730.80
Subtotal					\$51,118.80
SITE 8 - UNIT 3 (RAMOS DR, CHAVEZ CT)					
02501	CRACK SEAL	60	GAL	\$40.20	\$2,412-
02502-2	MICROSURFACING (SINGLE) 25-30 LBS/SY	6,100	SY	\$2.50	\$15,250-
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	80	LF	\$6.09	\$487.20
Subtotal					\$18,149.20
SITE 9 - UNIT 7 (SOLEDAW WAY, PRESA PL, LAVUCA LN, NUEVA PL, DOLOROSA CT)					
02501	CRACK SEAL	180	GAL	\$40.20	\$7,236-
02502-2	MICROSURFACING (SINGLE) 25-30 LBS/SY	7,000	SY	\$2.50	\$17,500-
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	90	LF	\$6.09	\$548.10
Subtotal					\$25,284.10

CONTINUED ON NEXT PAGE

**BID FORM (CONT.)
SUMTER COUNTY**

2013 PAVEMENT PRESERVATION

SITE 10 - UNIT 8 (SAN FERNANDO DR, SAN ANTONIO LN)						
02501	CRACK SEAL		50	GAL	# 40.20	# 2,010.00
02502-2	MICROSURFACING (SINGLE) 25-30 LBS/SY		4,200	SY	# 2.50	# 10,500.00
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"		30	LF	# 6.09	# 1,827.00
Subtotal						# 12,447.00
SITE 11 - UNIT 9 (CERVANTES PL, SAN CLEMENTE CT, DESILVA ST, CABELLA CIR, SAN BERNADINO WAY, SAN JUAN DR, CORONA AVE, FONTANA CT, BARCELONA DR, PAMONA LN, ROJAS PL)						
02501	CRACK SEAL		270	GAL	# 40.20	# 10,854.00
02502-2	MICROSURFACING (SINGLE) 25-30 LBS/SY		21,600	SY	# 2.50	# 54,000.00
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"		170	LF	# 6.09	# 1,035.30
Subtotal						# 65,889.30
SITE 12 - UNIT 11 (PALO ALTO AVE)						
02501	CRACK SEAL		90	GAL	# 40.20	# 3,618.00
02502-2	MICROSURFACING (SINGLE) 25-30 LBS/SY		8,700	SY	# 2.50	# 21,750.00
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"		30	LF	# 6.09	# 182.70
Subtotal						# 25,550.70
SITE 13 - UNIT 12 (PALO ALTO AVE)						
02501	CRACK SEAL		40	GAL	# 40.20	# 1,608.00
02502-2	MICROSURFACING (SINGLE) 25-30 LBS/SY		4,000	SY	# 2.50	# 10,000.00
Subtotal						# 11,608.00
SITE 14 - UNIT 13 (PALO ALTO AVE, DRI NORTE DR, MARGARITA CT, SAN SALVADORE DR, ARMONDO DR, ANTONIA PL, SAN LEONARD WAY, SALINAS AVE, ALLENDE DR)						
02501	CRACK SEAL		390	GAL	# 40.20	# 15,678.00
02502-2	MICROSURFACING (SINGLE) 25-30 LBS/SY		25,300	SY	# 2.50	# 63,250.00
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"		210	LF	# 6.09	# 1,278.90
Subtotal						# 80,206.90
MISCELLANEOUS						
02502-1	MICROSURFACING (SINGLE) 18-22 LBS/SY		1,000	SY	# 2.50	# 2,500.00
02502-3	MICROSURFACING LEVELING		100	TON	# 150.00	# 15,000.00
327-70-6	MILL EXISTING ASPHALT (1.5")		1,000	SY	# 4.50	# 4,500.00
334-1	SUPERPAVE ASPHALTIC CONCRETE (1.5")		100	TON	# 100.00	# 10,000.00
Subtotal						# 32,000.00
ROAD CONSTRUCTION SUBTOTAL						
ALTERNATE BID ITEMS						
UNPAVED TO PAVED - PRIME AND OVERLAY WITH DOUBLE CHIP SEAL ⁵						
1	PRIME AT 0.10 GAL/SY		5,500	GAL	# 2.12	# 11,660.00
2	CR 230C, FROM CR 205 TO CR 205A - 644 LF		1,290	SY	# 3.81	# 4,914.90
3	CR 229P, FROM CR 229 TO TO CR 235 - 1305 LF		2,900	SY	# 3.81	# 11,049.00
4	CR 481W, FROM CR 481B TO END - 927 LF		1,860	SY	# 3.81	# 7,081.80
5	CR 772C, FROM CR 772 TO END - 960 LF		2,140	SY	# 3.81	# 8,153.40
6	CR 696, FROM CR 684 TO END - 801 LF		1,610	SY	# 3.81	# 6,134.10
7	CR 738E, FROM CR 738 TO END - 959 LF		2,140	SY	# 3.81	# 8,153.40
8	CR 738G, FROM CR 738F TO CR 738G - 1329 LF		2,960	SY	# 3.81	# 11,277.60
9	CR 436E, FROM C-470 TO END - 1773 LF		3,550	SY	# 3.81	# 13,525.50
10	CR 546, FROM CR 546N TO CR 546 - 3862 LF		7,730	SY	# 3.81	# 29,451.30
11	CR 245C, FROM CR 245 TO END - 4245 LF		9,440	SY	# 3.81	# 35,966.40
12	CR 316, FROM CR 317 TO END - 1128 LF		2,260	SY	# 3.81	# 8,610.80
13	CR 311, FROM CR 311 TO I-75 - 3889 LF		7,780	SY	# 3.81	# 29,641.80
14	CR 675 W, FROM CR 675W TO CR 680 - 819 LF		1,640	SY	# 3.81	# 6,248.40
15	CR 776, FROM SR-471 TO END - 1272 LF		2,550	SY	# 3.81	# 9,715.50
16	CR 564A, FROM CR 564 TO END - 1295 LF		2,880	SY	# 3.81	# 10,972.80
17	CR 417 - 233 LF		470	SY	# 3.81	# 1,790.70
18	CR 609C, FROM CR 609A TO END - 269 LF		540	SY	# 3.81	# 2,057.40
19	CR 680, FROM CR 675W TO CR 680 - 644 LF		1,290	SY	# 3.81	# 4,914.90
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"		360	LF	# 6.09	# 2,192.40
ALTERNATE BID ROAD CONSTRUCTION SUBTOTAL						# 223,516.70

- NOTES:
1. THE COST OF DETOURS AND MAINTENANCE OF TRAFFIC SHALL BE CONSIDERED INCIDENTAL TO THE WORK. ADDITIONAL PAYMENT SHALL NOT BE MADE.
 2. REMOVAL OF THE EXISTING THERMOPLASTIC SHALL BE CONSIDERED INCIDENTAL TO THE WORK, AND PAYMENT IS INCLUDED IN ITEM 02502-1, 2502-2, 2502-3, AND ITEM 02503.
 3. TEMPORARY STRIPING AS REQUIRED FOR TRAFFIC CONTROL PER FDOT #600 SERIES SHALL BE CONSIDERED INCIDENTAL TO THE WORK. ADDITIONAL PAYMENT SHALL NOT BE MADE.
 4. NEW THERMOPLASTIC MARKINGS AND RETRO-REFLECTIVE PAVEMENT MARKERS SHALL MATCH EXISTING.
 5. THE COUNTY WILL PROVIDE AND INSTALL LIMEROCK BASE, ROLL, AND COMPACT ON THE EXISTING ROADBASE PRIOR TO CONTRACTOR APPLYING PRIME COAT AND ASPHALT SURFACE COURSE.

Grand Total amounts are to be shown in both words and figures. In case of discrepancies, the amount in words will govern.

GRAND TOTAL: \$ 876,217.97

WORDS: Eight hundred + seventy six thousand Two hundred + seventeen dollars + 97/100 —

THIS PROPOSAL DATED THIS 25 day of January, 2012³

ATTEST:

Witness:


Signature

Matthew Ferguson
Printed Name

By:


Authorized Signature (Principal)

P. Frederick O'Dea Jr. VP/CFO/Sec.
Printed Name, Title

Roadway Management, Inc.
Company Name

Address: 1936 Lee Rd. #200

Winter Park, FL 32789

Employee I.D. No.

CGC1517085

Florida State Certified General
Contractor's License Number

Telephone Number: 407-566-4200

END OF SECTION

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Roadway Management, Inc.
Winter Park, Florida

as Principal, hereinafter called the Principal, and Travelers Casualty and Surety Company
of America Hartford, Connecticut

a corporation duly organized under the laws of the State of Connecticut
as Surety, hereinafter called the Surety, are held and firmly bound unto Board of Sumter County
Commissioners, 7375 Powell Road, Wildwood, Florida 34785

as Obligee, hereinafter called the Obligee, in the sum of Five Per Cent of the Bid Amount
Dollars (\$ 5% of Bid),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS, the Principal has submitted a bid for
RFP# RFP 030-0-2012/AT - 2013 Pavement Management
Preservation Program

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract
with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding
or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt
payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter
such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty
hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract
with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain
in full force and effect.

Signed and sealed this 28th day of January 19x 2013.

[Signature]
(Witness)

Roadway Management, Inc.
(Principal) (Seal)
P. Frederick [Signature]
(Title)

[Signature]
(Witness)

Travelers Casualty and Surety Company of America
(Surety) (Seal)
[Signature]
(Title)

Joseph D. Johnson, Jr., Attorney-in-Fact
Resident Florida Agent



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 223941

Certificate No. 004487242

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Todd L. Johnson, Joseph D. Johnson Jr., Francis T. O'Reardon, Joseph D. Johnson

of the City of Orlando, State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 24th day of August, 2011.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 24th day of August, 2011, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28th day of January, 20 13.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

REFERENCE & SIMILAR PROJECTS EXPERIENCE FORM

This document must be completed and returned with your Submittal

Owner / Business Name: Osceola County Public Works		
Project Location / Address: Various Roads in Osceola County		
City: Kissimmee	State: FL	Zip Code: 34741
Point of Contact: Susan Carr		Dates of Work: 8/13/12 - 8/24/12
Phone Number: 407-343-7192		Fax Number:
E-mail Address:		
Project Name: PO #C00212B Double Micro-Surface		
Brief Description of Project: Double Micro Surface Treatment for various roads in the Osceola County.		

Owner / Business Name: Town of Sewall's Point		
Project Location / Address: Variuos Streets in the Town of Sewalls' Point		
City: Sewall's Point	State: FL	Zip Code: 34996
Point of Contact: Robert Kellogg		Dates of Work: 5/30/12 thru 6/25/12
Phone Number: 772-287-2455		Fax Number: 772-220-4765
E-mail Address: rkellogg@sewallspoint.martin.fl.us		
Project Name: 2012 Annual Contract Micro Surfacing/Crack Seal		
Brief Description of Project: Crack Seal and Micro Surfacing of various roads in the town.		

Owner / Business Name: Tennessee Department Of Transportation		
Project Location / Address: SR 266 Wilson County, TN		
City: Gallatin	State: TN	Zip Code: 37066
Point of Contact: John Jones		Dates of Work: 8/8/12 - 10/13/12
Phone Number: 615-451-5824		Fax Number: 615-230-5115
E-mail Address: John.T.Jones@tn.gov		
Project Name: WILSON COUNTY CNL228		
Brief Description of Project: Micro Surfacing 6.030 miles of SR 266		

CONTRACTOR'S AFFIDAVIT

State of Florida

County of Orange

Before me personally appeared P. Frederick O'Dea Jr. who is (title) Vice President/CFO/Secretary

of (the company described herein) Roadway Management 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 or Produced Identification

Sworn to and subscribed before me this 25 day of January, 2013

Merrie E Green

Merrie E. Green



NOTARY PUBLIC - STATE OF FLORIDA

(Print Name of Notary Public)

(Signature of Notary Public)

SECTION 00302 – PUBLIC ENTITY CRIMES STATEMENT

NOTICE TO BIDDERS: This form must be properly completed, executed and returned with the proposal documents in order for your proposal to be considered. Failure to do so will result in automatic disqualification.

SWORN STATEMENT UNDER SECTION 287133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF Florida

COUNTY: Orange

Before me, the undersigned authority, personally appeared P. Frederick O’Dea Jr. who, being by me first duty sworn, made the following statement:

1. The business address of 1936 Lee Rd., #200, Winter Park, FL 32789 (name of bidder or contractor) is Roadway Management Inc.

2. My relationship Roadway Management, Inc. (name of bidder or contractor) is Vice President / CFO / Secretary (relationship such as sole proprietor, partner, president, vice president).

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes 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 in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that “convicted” or “conviction” is defined by the statute to mean 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 guilt or nolo contendere.

5. I understand that “affiliate” is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officer, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

(Draw a line through paragraph 6 if paragraph 7 below applies.)

~~7. There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or contractor who is active in the management of the bidder or contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____ . A copy of the order of the Division of Administrative Hearings is attached to this statement.~~

(Draw a line through paragraph 7 if paragraph 6 above applies.)

Sworn to and subscribed before me in the state and county first mentioned above on the 25 day of January, 2013

Signed: Merrie E Green
Notary Public

(Affix seal)



My commission expires: June 17, 2014

END OF SECTION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s)	Location And Description of Completed Operations
All parties where required by a written contract. This insurance is Primary and Non-contributing with any other insurance where the written contract requires that this insurance be Primary and Non-contributory. When the insurance provided by this endorsement is Primary and Non-contributory, we will not seek any contribution from any other insurance policy available to the Additional Insured on which the Additional Insured is a Named Insured.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

SECTION 00304 – E-VERIFY CERTIFICATION FORM

The Sumter County Board of County Commissioners has mandated that effective August 1, 2012, all vendors, contractors and subcontractors doing business with Sumter County must certify that they have implemented the federal E-Verify program.

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>.

Prior to providing goods or services to Sumter County, vendors must certify compliance with the federal E-Verify program. 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 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

(In accordance with Executive Order No. 11-02)

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: Roadway Management, Inc.

Authorized signature: 

Printed name & Title: P. Frederick O'Dea Jr., Vice President/CFO/Secretary

Address: 1936 Lee Rd., Suite 200, Winter Park, FL 32789

Date: January 25, 2013

Telephone Number: 407-566-4200

E-mail address: estimates@roadwaymanagement.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 send the completed form to the Financial Services Department, 7375 Powell Road, Suite 206, Wildwood, FL 34785, or fax the form to (352)-689-4436. Once the form is received by the Financial Services Department the completed form will remain on file according to the Sumter County Retention Policy.

Please contact the Financial Services Department at 352-689-4435 with questions regarding this requirement.

This document must be completed and returned with your Submittal.

SECTION 00305 –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 Board of Sumter 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 for all workers' compensation obligations imposed by state law and employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease. Even if the Contractor/Vendor is not required by state law to secure workers' compensation insurance, the Contractor/Vendor shall purchase and maintain worker's compensation insurance in order to perform or provide services to Sumter County. This is the standard requirement however; the Financial Services Department can perform a special review as needed on a case-by-case basis for the Contractor/Vendor.

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.

Roadway Management, Inc. Contractor/Vendor-Print Name	 Signature
2013 Pavement Management - Preservation Project Project Name	January 25, 2013 Date

The effective dates of this Hold Harmless Agreement shall be for the current Fiscal Year.

END OF SECTION

SECTION 00303 – DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with the Florida Statute 287.087 hereby certifies that _____ Roadway Management, Inc. _____ does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

P. Frederick O'neil
Bidder's Signature

January 25, 2013
Date

END OF SECTION

END OF SECTION

RFP 030-0-2012/AT Sumter County 2013 Pavement Management Preservation Program–
Selection Committee Meeting minutes

The meeting was held on 1-31-2013 at 11:00 a.m. in Room 110 of The Villages Sumter County Service Center, 7375 Powell Road, Wildwood, FL 34785.

Scott Cottrell, Jackey Jackson, and Chris Wert were present to represent the Selection Committee. Chris Morrison was present to represent the Financial Services Department.

Chris reviewed the dates of the proposal.

The Committee discussed the three proposals that were received.

The committee did consider all proposals and the scores are as follows:

Selection Committee Member	North Florida Emulsions	Roadway Management Inc.	Asphalt Paving Systems, Inc.
Scott Cottrell	3.52	3.36	4.00
Chris Wert	4.10	4.20	5.00
Jackey Jackson	4.40	4.20	4.70
Total	12.02	11.76	13.70

The Selection Committee agreed to recommend to the Sumter County Board of County Commissioners to award, authorize County Administrator to sign Notice to Proceed at a later date, and enter into contract with Asphalt Paving Systems, Inc. for \$572,385.90 (Base Bid only).

The Alternate bid will not be invoked.

The funding will come from the Pavement Management Program.

The meeting adjourned at 11:18 a.m.

Asphalt Paving

Scoring Criteria for RFP

	Score	X	Weight	=	Rating
1. Qualifications	<u>5</u>		<u>.30</u>		<u>1.5</u>
2. References	<u>0</u>		<u>.20</u>		<u>0</u>
3. Completeness of Proposal	<u>5</u>		<u>.10</u>		<u>.5</u>
4. Pricing	<u>5</u>		<u>.40</u>		<u>2.0</u>

4.0

CM

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

1. Once the Selection Committee has independently scored all RFP submissions using the scoring criteria listed above, scores will be tallied and the highest ranking firm will be recommended for award to the Sumter County Board of County Commissioners.
2. Do not attempt to contact any Selection Committee Member, staff member or person other than Ms. Chris Morrison for questions relating to this project. Anyone attempting to lobby Sumter County BOCC representatives may be disqualified.
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END OF SECTION

Scott Cottrell
JAN 31 2013

North
FL.

Scoring Criteria for RFP

	Score	X	Weight	=	Rating
1. Qualifications	<u>4</u>		<u>.30</u>		<u>1.2</u>
2. References	<u>0</u>		<u>.20</u>		<u>0</u>
3. Completeness of Proposal	<u>4</u>		<u>.10</u>		<u>.4</u>
4. Pricing	<u>4.8</u>		<u>.40</u>		<u>1.92</u>

3.52

CP

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

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END OF SECTION

Scott B. [Signature]

JAN 31 2013

Scoring Criteria for RFP

*Roadway
Mgt*

	Score	X	Weight	=	Rating
1. Qualifications	<u>4</u>		<u>.30</u>		<u>1.2</u>
2. References	<u>0</u>		<u>.20</u>		<u>0</u>
3. Completeness of Proposal	<u>4</u>		<u>.10</u>		<u>.4</u>
4. Pricing	<u>4.4</u>		<u>.40</u>		<u>1.76</u>

3.36

GM

SCORE:

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- 1 = Poor
- 2 = Fair
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- 5 = Excellent

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END OF SECTION

Scott S. Colburn
JAN 31 2013

Scoring Criteria for RFP

	Score	X	Weight	=	Rating
1. Qualifications	<u>5</u>		<u>.30</u>		<u>1.5</u>
2. References	<u>5</u>		<u>.20</u>		<u>1.0</u>
3. Completeness of Proposal	<u>5</u>		<u>.10</u>		<u>.5</u>
4. Pricing	<u>5</u>		<u>.40</u>		<u>2.0</u>
					<u>5.0</u>

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5 = Excellent

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END OF SECTION

Alan West
1-31-13

North FL Emulsion

Scoring Criteria for RFP

	Score	X	Weight	=	Rating
1. Qualifications	<u>4</u>		<u>.30</u>		<u>1.2</u>
2. References	<u>4</u>		<u>.20</u>		<u>.8</u>
3. Completeness of Proposal	<u>5</u>		<u>.10</u>		<u>.5</u>
4. Pricing	<u>4</u>		<u>.40</u>		<u>1.6</u>

SCORE:
0 = Non-Responsive
1 = Poor
2 = Fair
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4 = Good
5 = Excellent

4.10

2.1
2.0
4.10

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END OF SECTION

Chris Morrison
1-31-13

Roadway Management

Scoring Criteria for RFP

	Score	X	Weight	=	Rating
1. Qualifications	<u>5</u>		<u>.30</u>		<u>.15</u>
2. References	<u>5</u>		<u>.20</u>		<u>.10</u>
3. Completeness of Proposal	<u>5</u>		<u>.10</u>		<u>.5</u>
4. Pricing	<u>3</u>		<u>.40</u>		<u>1.20</u>

4.2

SCORE:

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END OF SECTION

Chris Watt
1-31-13

Asphalt Paving System

Jackson
1-31-13

Scoring Criteria for RFP

	Score	X	Weight	=	Rating
1. Qualifications	<u>4.5</u>		<u>.30</u>		<u>1.35</u>
2. References	<u>4.5</u>		<u>.20</u>		<u>0.90</u>
3. Completeness of Proposal	<u>4.5</u>		<u>.10</u>		<u>0.45</u>
4. Pricing	<u>5</u>		<u>.40</u>		<u>2.00</u>

4.70



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END OF SECTION

North Fl. Emulsion

JACKSM
1-31-13

Scoring Criteria for RFP

	Score	X	Weight	=	Rating
1. Qualifications	4.5		.30		1.35
2. References	4.0		.20		0.80
3. Completeness of Proposal	4.5		.10		0.45
4. Pricing	4.5		.40		1.80

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4.40



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END OF SECTION

Roadway Management

Scoring Criteria for RFP

JACKSM
1-31-13

	Score	X	Weight	=	Rating
1. Qualifications	<u>4.5</u>		<u>.30</u>		<u>1.35</u>
2. References	<u>4.0</u>		<u>.20</u>		<u>0.80</u>
3. Completeness of Proposal	<u>4.5</u>		<u>.10</u>		<u>0.45</u>
4. Pricing	<u>4.0</u>		<u>.40</u>		<u>1.60</u>

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4.20

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END OF SECTION

1-31-13 @ 11:00 AM Rm 110

RFP 030-0-2012/AT

Pavement Management - Preservation

See Sign - In sheet attached

Chris M. reviewed dates of RFP.

Chris M. turned meeting over to
selection committee.

See score tally sheet attached.

Recommendation to BOCC
Asphalt for Base Bid.

572,385.90. The bid alt is
not.

Funded out of Pavement Mgt.
Program.

↑ Authorize City Administrator to sign NTP @ later date.
Meeting adjourned.

11:18 AM.

North Fl.
Emulsions

Roadway
Mgt. Inc.

Asphalt
Paving
Systems, Inc.

Scott C.	3.52	3.36	4.0
Chris W.	4.10	4.2	5.0
Jackey T.	4.40	4.20	4.70
Total	12.02	11.76	13.70

1st

Sumter County RFP 030-0-2012/AT 2013 Pavement Management-Preservation Program bid opening meeting minutes held on January 28, 2013 at 11:35 a.m. in Room 110 located in The Villages Sumter County Service Center, 7375 Powell Road, Wildwood, FL.

Chris Wert was present to represent the Selection Committee. Karen Parker was present to represent the Financial Services Department.

Three (3) bids were received on time and all copies were included as required within the RFP; however, the North Florida Emulsions bid package was not properly marked on the outside with a bid number.

The bids were opened as follows in no particular order:

Company Name	<u>Road Construction Subtotal</u>	<u>Alternate Bid Road Construction Subtotal</u>	Grand Total
North Florida Emulsions	\$596,950.75	\$209,870.00	\$806,820.75
Roadway Management, Inc.	Total not added	\$223,516.70	\$876,217.97
Asphalt Paving Systems, Inc.	\$572,385.90	\$228,814.30	\$801,200.20

The meeting adjourned at 11:54 a.m.

RFP030 meeting notes 1/28/13 Chris Wert
due @ 11:30 Karen Parker

11:36 am 11:54

(1)

North Florida Emulsions
not properly marked on outside the bid #

~~all electronic copy~~

all copies

Grand - 806,820.75

Road - 596,950.75

Alternati - 209,870.00

(2)

Roadway Management, Inc.

all copies

Grand 876,217.97

Road not listed

Alternati 223,516.70

(3)

Asphalt Paving Systems, Inc.

all copies

Grand - 801,200.20

Road - 572,385.90

Alternati - 228,814.30

RFP 030-0-2012/AT Sumter County 2013 Pavement Management Preservation Program - Questions and Answers

Questions are in black and answers are in red

1. What is the cost estimate?

The program amount for the project is \$400,000.

Morrison, Chris

From: Wert, Chris
Sent: Tuesday, January 15, 2013 10:02 AM
To: Morrison, Chris
Subject: RE: Project Information Request

400k preservation
2,500,000. Rehabilitation

From: Morrison, Chris
Sent: Tuesday, January 15, 2013 9:55 AM
To: Wert, Chris
Subject: FW: Project Information Request

Chris,

I am finalizing the Q&A for the two Pavement Mgt. Bids and I did not see a response from you on the email below. Do you have the project amounts for both bids?

Chris

From: Morrison, Chris
Sent: Friday, January 11, 2013 8:52 AM
To: Wert, Chris
Subject: FW: Project Information Request

Questions for the two live bids for Pavement Mgt. See email below.

Chris

From: Taylor, Amanda
Sent: Thursday, January 10, 2013 3:46 PM
To: Morrison, Chris
Subject: FW: Project Information Request

Please assist her if this information is available.

Thanks,

Mrs. Amanda Taylor
Financial Services Manager
Financial Services Dept.
7375 Powell Road, Suite 219
Wildwood, FL 34785
(352) 689-4435

From: Nancy Rogers [<mailto:NancyR@constructionjournal.com>]
Sent: Thursday, January 10, 2013 10:04 AM

To: Taylor, Amanda
Subject: Project Information Request

Hi Amanda -

I am writing to see if you have estimated values, or budgets for the projects referenced below.

-----CJProj#: 890076-----
Sumter County 2013 Pavement Management Rehabilitation Program
Owner Proj#: ITB-029-0-2012/AT
::Information Requested::
Planholders List:
Verify Due Date: 1/28/2013
Estimated Value:

-----CJProj#: 888471-----
Sumter County 2013 Pavement Management-Preservation Program
Owner Proj#: RFP-030-0-2012/AT
::Information Requested::
Planholders List:
Verify Due Date: 1/28/2013
Estimated Value:

Thank You,

Nancy Rogers
Senior Data Specialist
Construction Journal
400 SW 7th Street
Stuart, FL 34994
(800) 785-5165 Phone x 415
(800) 581-7204 Fax
NancyR@ConstructionJournal.com

The information contained in this transmission may contain privileged and confidential information. It is intended only for the use of the person(s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication of this communication is strictly prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.

REQUEST FOR PROPOSAL

FOR

2013 PAVEMENT MANAGEMENT - PRESERVATION PROGRAM

SUMTER COUNTY RFP # RFP 030-0-2012/AT



Board of Sumter County Commissioners
Financial Services Department
Amanda Taylor, Financial Services Manager
7375 Powell Road
Wildwood, Florida 34785

Phone: 352/689-4435 Fax: 352/689-4436

Date of Issue: December 28, 2012
Due Date/Time: January 28, 2013 @ 11:30 a.m.

 Kimley-Horn
and Associates, Inc.
142109033
© Kimley-Horn and Associates, Inc.
Suite 200
1823 SE Fort King Street
Ocala, Florida 34471
352/438-3000 TEL

SECTION 00002 - TABLE OF CONTENTS

<u>Section</u>	<u>Description</u>
00003	Certification Page
00004	List of Drawings
00020	Request for Proposal
00100	Instructions to Bidder
00300	Proposal Form
00302	Public Entity Crimes Statement
00303	Drug Free Workplace Form
00304	E-Verify Certification Form
00305	Hold Harmless Agreement
00306	Reference & Similar Projects Experience Form
00500	Agreement
00622	Application for Payment
00630	Performance and Payment Bond
00650	Minimum Insurance Requirements
00700	Standard General Conditions of the Construction Contract, EJCDC C-700 (2007 Edition)
00800	Supplemental Conditions
00801	Special Provisions
01600	Material and Equipment
01700	Contract Closeout
02501	Crack Sealing
02502	Microsurfacing
02503	Chip Seal

END OF SECTION

SECTION 00003 – CERTIFICATION PAGE

**CONTRACT DOCUMENTS FOR
2013 PAVEMENT MANAGEMENT – PRESERVATION PROGRAM**

I certify that the contract documents contained in this booklet are the original contract documents and I have read and understood the conditions stated herein.

I further certify that I have received a copy of these contract documents and any additional information referenced to be a part thereof.

CONTRACTOR: _____

Authorized Representative (signature)

(print name and title)

END OF SECTION

SECTION 00004 – LIST OF DRAWINGS

2013 PAVEMENT MANAGEMENT – PRESERVATION PROGRAM	
Sheet	Description
01	OVERALL LOCATION MAP
02	SITE LOCATION 1 MAP
03	SITE LOCATION 2 MAP
04	SITES 3-6 : VILLAGES UNITS 14, 15, 16, 17
05	SITES 7 – 11 : VILLAGES UNITS 3, 7, 8, 9, 10
06	SITES 12-14 : VILLAGES UNITS 11, 12, 13

END OF SECTION

SECTION 00020 – Request for Proposal

SUMTER COUNTY – 2013 PAVEMENT MANAGEMENT – PRESERVATION PROGRAM

DATE: December 28, 2012

ITB Number: RFP 030-0-2012/AT

NOTICE IS HEREBY GIVEN that the Board of Sumter County Commissioners will receive sealed proposals for construction of **2013 PAVEMENT MANAGEMENT – PRESERVATION PROGRAM**.

All contractors licensed by the State of Florida are hereby invited to submit a proposal on the above referenced project. Proposals will be received until 11:30 a.m. on January 28, 2013 at the Sumter County Commissioners Office, 7375 Powell Road, Suite 200, Wildwood, Florida 34785. All bidders must be prequalified by the Board of County Commissioners or the Florida Department of Transportation prior to bidding. Contact the Financial Services Department for more information at 352/689-4435.

DESCRIPTION OF WORK: All work for the Project shall be constructed in accordance with the Drawings and Specifications prepared by the Engineer. Proposals shall be submitted for furnishing, delivering and installing all materials, equipment and services, including labor for the Work, which generally involves the following activities:

The Project will include pavement preservation of selected roadways within Sumter County. The project scope includes one or more of the following pavement preservation methods: Crack Sealing, Microsurfacing, Chip Sealing, and/or minor pavement patching. The Owner reserves the right to adjust the scope and limits of construction at any time during the bidding or execution of the Work.

CONTRACT TIME: The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within fourteen (14) calendar days after the date of the NOTICE TO PROCEED. This two (2) year agreement may be renewed on an annual basis for three (3) additional consecutive one year periods, if agreed to in writing by both parties at least 60 days prior to expiration of agreement. The CONTRACTOR further agrees to pay as liquidated damages the sum of One-Thousand and 00/100 Dollars (\$1,000.00) per consecutive calendar day beyond the date of completion deadline.

PROJECT MANUAL AND DRAWINGS: All proposals shall be prepared using the RFP Documents, Construction Plans, and applicable FDOT specifications.

MANDATORY PRE-BID MEETING: There will not be a mandatory pre-bid meeting.

BID SECURITY: Will be required for this project in the amount of 5% of the bid price.

PERFORMANCE AND PAYMENT BOND: The Owner will require that the Contractor furnish a Performance and Payment Bond in an amount equal to 100% of the Contract Price. All Payment and Performance Bonds shall be secured from or countersigned by an agency or surety company recognized in good standing and authorized to do business in the State of Florida.

END OF SECTION

SECTION 00100 – INSTRUCTIONS TO BIDDER

A. DEFINITION

1. Bidding documents include the Request for Proposal, Instructions to Bidders, Bid Form, other sample bidding and contract forms, and the proposed Contract Documents, including any Addenda issued prior to receipt of proposals.

B. COPIES

1. Bidding Documents may be obtained in compliance with the Request for Proposal. No partial sets of the Bidding documents will be issued. Complete sets of Bidding Documents shall be used in preparing bids; neither the Owner nor the Engineer will assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

C. QUESTIONS

1. Any Bidder who is in doubt as to the true meaning of any part of the Bidding documents, or finds a discrepancy or omission therein, may submit to the Financial Services Department (as indicated in C.2 below) a written request for an interpretation or correction. The person submitting the request shall be responsible for its delivery no later than 5:00PM on January 11, 2013.
2. All questions concerning the proposal documents and plans shall be directed to the Financial Services Department by email to chris.morrison@sumtercountyfl.gov or fax at 352-689-4436. Any interpretation, correction or change of the bidding Documents will be made by Addendum and posted to Demandstar. Interpretations, corrections, or changes made in any other manner will not be binding.

D. ADDENDA

1. Addenda will be posted to Demandstar. All Addenda issued during time of bidding shall form a part of the Contract Documents, shall be covered in the Proposal, and shall become a part of the Contract.
2. Receipt of each Addendum shall be acknowledged in the Bid Form; failure to do so may subject the Bidder to disqualification.

EXAMINATION OF DOCUMENTS AND INSPECTION OF SITE

- A. Before submitting a Proposal, Bidders shall carefully examine the Bidding Documents and inspect the project site to fully inform themselves of all existing conditions and limitations. Each Bidder, by submitting his Proposal, represents that he has so examined the Bidding Documents and inspected the site, that he understands the provisions of the Bidding Documents and that he has familiarized himself with the local conditions under which the work is to be performed. Bidders will not be given extra payment or contract time for conditions which could have been determined by such examinations.
- B. All Bidders shall promptly notify the Financial Services Department in writing of all questions, conflicts, errors, ambiguities or discrepancies which the Bidder has discovered in or between the Contract Documents and such other related documents. **No verbal responses to questions will be provided.** Only issued addenda can officially modify the bid documents. Bidders are not to contact any Selection Committee members or County staff regarding this proposal. Doing so is grounds for dismissal of accepting the companies proposal.
- C. The Selection Committee members shall be: Scott Cottrell, Public Works Director, Chris Wert,

Assistant Public Works Director of Engineering, and Jackey Jackson, Assistant Public Works Director.

BIDDING PROCEDURE

A. FORM OF PROPOSAL

1. Each proposal shall be submitted on the Bid Form (Section 300) prepared by the Engineer and included as part of the Bidding Documents. The Bidder is not permitted to make changes in the Bid Form provided. The Bidder shall fill in spaces on the Bid Form by typewriter or manually in ink. When a Bidder submits a Proposal with spaces containing erasures or other changes, each erasure or change must be initialed by the person signing the Proposal. The Bidder must fill in all relevant blank spaces. In Unit Price type Proposals; the Bidder must furnish a Unit Price for all items, regardless of the quantity.
2. No conditional Proposals will be accepted. Oral proposals or modifications will not be considered.
3. The Proposal shall include the legal name of the Bidder and a statement whether the Bidder is a sole proprietor, a partnership, a corporation, or any other legal entity, and the Proposal shall be signed by the person or persons legally authorized to bind the Bidder to a Contract. A Proposal by a corporation shall further give the State of incorporation and have the corporate seal affixed. A Proposal submitted by an agent shall have a current Power of Attorney attached certifying agent's authority to bind Bidder.
4. All bidders must be licensed contractors capable of performing the scope of work necessary to satisfactorily complete the project.
5. All bidders must be prequalified by the Board of County Commissioners prior to bidding. Contact the Financial Services Department for more information at 352/689-4435.

B. BID SECURITY

1. Per Florida Statute 337.17, a Bid security will be required for this project in the amount of 5% of the bid price. Each Proposal must be accompanied by an executed Bid Bond payable to the Owner. As soon as the Proposal prices have been compared, the Owner will return the Bonds of all except the three lowest responsive Bidders. When the Agreement is executed, the bonds of the two remaining unsuccessful Bidders will be returned. The Bid Bond of the successful Bidder will be retained until the Payment and Performance Bond has been executed and approved, after which it will be returned. A certified check may be used in lieu of a Bid Bond.

C. SUBMISSION OF PROPOSALS

1. One (1) original, three (3) copies, and one (1) electronic version of the Bid Form, Bid Security, Public Entities Crime Statement, Certificate of Insurance, E-Verify Certification Form, Hold Harmless Agreement, and Drug Free Workplace form shall be submitted in a sealed envelope marked **"2013 PAVEMENT MANAGEMENT – PRESERVATION PROGRAM. RFP #030-0-2012/AT"**. The envelope shall also bear on the outside the Bidder's name and address.
2. All proposals must be received by the Financial Services Department at the County Commissioners Office, 7375 Powell Road, Suite 200, Wildwood, Florida 34785 prior to 11:30 a.m. on January 28, 2013. Any proposals not received and clocked in by the Financial Services Department by this date and time will not be opened or considered.
3. If the Proposal is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "Bid Enclosed" on the face thereof.

4. All Proposals must be made on the required Bid form. All blank spaces for Proposal prices must be filled in, in ink or typewritten. The Bid form must be fully completed and executed when submitted.

D. PROPOSAL OPENING

1. Proposals will be opened in The Villages Sumter County Service Center, 7375 Powell Road, Room 110, Wildwood, FL 34785, at 11:35 p.m. on January 28, 2013. The Proposals will be reviewed by the Selection Committee for completeness with a Selection Review Committee Meeting on January 31, 2013 at 11:00 a.m. in Room 110 of The Villages Sumter County Service Center.
2. The Owner, in its best interest, reserves complete and total authority to determine the completeness of any and all proposal documents and may, at its discretion, waive any informalities or minor defects or reject any and all Proposals.

E. MODIFICATION AND WITHDRAWAL

1. Proposals may not be modified after submittal.
2. Bidders may withdraw Proposals at any time prior to the Proposal Opening time and date. Withdrawal requests shall be made in writing and must be received by the Owner before the time and date stated or as amended for the Proposal Opening. Properly withdrawn Proposals will be returned to the person or firm submitting the Proposal.
3. A Bidder who withdraws his Proposal may submit a new Proposal in the same manner as specified herein under "Submission of Proposal". A Proposal submitted in place of a withdrawn Proposal shall be clearly marked as such on the outside of the envelope and on the Bid form.
4. If a Contract is not awarded within ninety (90) calendar days after opening of Proposals, a Bidder may file a written request with the Owner for the withdrawal of his Proposal.

F. PERFORMANCE AND PAYMENT BOND

1. Per Florida Statute 255.05, the successful Bidder, simultaneously with the execution of the Agreement, will be required to furnish a Performance and Payment Bond, in an amount equal to 100 percent (100%) of the Contract Price. The Bond shall be secured from a surety company listed on the Treasury Department's most current list and acceptable to the Owner.

G. BIDDER'S INTEREST IN MORE THAN ONE PROPOSAL

1. No person, firm, or corporation shall be allowed to make, file, or have an interest in more than one Proposal for the same work, unless Alternates are called for. A person, firm or corporation who has submitted a sub-bid to a Bidder or who has quoted prices on materials to a Bidder is not hereby disqualified from submitting a sub-bid or quoting prices to other Bidders.

H. EVALUATION AND AWARD

1. This Request for Proposals includes following all the procedures in this document and sending the sealed Proposals information to the Sumter County 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.

Scoring Criteria for RFP

	Score	X	Weight	=	Rating
1. Qualifications	_____		<u>.30</u>		_____
2. References	_____		<u>.20</u>		_____
3. Completeness of Proposal	_____		<u>.10</u>		_____
4. Pricing	_____		<u>.40</u>		_____

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

2. Once the Selection Committee has independently scored all RFP submissions using the scoring criteria listed above, scores will be tallied and the highest ranking firm will be recommended for award to the Sumter County Board of County Commissioners.
3. Do not attempt to contact any Selection Committee Member, staff member or person other than Ms. Chris Morrison for questions relating to this project. Anyone attempting to lobby Sumter County BOCC representatives may be disqualified.
4. 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 Board approval.
5. 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 may also be requested by telephone, fax, or electronic media.

END OF SECTION

SECTION 00300 - PROPOSAL FORM

1. The undersigned Bidder does hereby declare that he has carefully examined the Request for Proposal, the Instructions to Bidders, Project Manual and Construction Plans, and project addenda relating to the above entitled matter and the work, and has also examined the site.
2. The undersigned Bidder hereby declares that he has based his proposal on the conditions as they exist on site and has noted all items of work required of the project that is not illustrated on the plans.
3. The undersigned does hereby offer and agree to furnish all materials, to fully and faithfully construct, perform and execute all work in the above titled matter in accordance with the Plans, Drawings and Specifications relating thereto.
4. The undersigned does hereby declare that the prices so stated cover all expenses of every kind incidental to the completion of said work, and the contract therefore, including all claims that may arise through damages or any other causes whatsoever.
5. The undersigned does hereby declare that he shall make no claim on account of minor variation of the approximate estimate in the QUANTITIES or work to be done, nor on account of any misunderstanding or misconception of the nature of the work to be done or the grounds or place where it is to be done.
6. The undersigned does also declare and agree that he will commence the work within ten (10) days after notification by the ENGINEER to do so and will complete the work fully and in every respect on or before the time specified in said contract.
7. The undersigned further agrees that the UNIT PRICES submitted on the Proposal Form shall govern all errors in extension or addition and shall void the total base proposal submitted on the attached sheet. The corrected extension and addition of all items shall be considered to be the correct base proposal for comparison purposes.
8. The undersigned further agrees that the UNIT PRICES submitted on the Proposal Form will expire if a contract is not executed within ninety (90) days from the date of proposal deadline, and that the Contractor will be fully released from any obligations of this Proposal Form.
9. The undersigned agrees that the UNIT PRICES submitted on the Proposal Form for asphalt items are valid for 360 days, after which time they will be adjusted annually based on the current Asphalt Price Index at the time of the annual contract renewal.
10. The undersigned agrees that the term of the contract shall be for two years. The contract may be renewed on an annual basis for three additional consecutive one (1) year periods, if agreed to in writing by both parties, at least sixty (60) days prior to the expiration of the Agreement, including any periods of renewal.

11. The Bidder acknowledges having received the following project addenda:

- No. _____, Date: _____

12. By submission of this proposal, each bidder certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, that this proposal has been arrived at independently, without consultation, communication or agreement as to any matter relating to this proposal with any other bidder or with any competitor.

**BID FORM
SUMTER COUNTY
2013 PAVEMENT PRESERVATION**

ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
0101-1	MOBILIZATION AND SPECIAL PROVISIONS, INCLUDES ALL SEGMENTS	1	LS		
SITE 1 - ODELL CIRCLE, S MORSE BLVD ROTARY TO 190' N OF CORBETT DRIVE (5295 LF)					
02502	MICROSURFACING (DOUBLE) 28-32 LBS/SY	22,240	SY		
02501	CRACK SEAL	417	GAL		
0711-11-111	THERMOPLASTIC, STD, WHITE, SOLID, 6"	3,632	NM		
0711-11-112	THERMOPLASTIC, STD, WHITE, SOLID, 8"	1060	LF		
0711-11-124	THERMOPLASTIC, STD, WHITE, SOLID, 18"	600	LF		
0711-11-131	THERMOPLASTIC, STD, WHITE, 10'-30' SKIP, 6"	0.908	GM		
0711-11-160	THERMOPLASTIC, STD, WHITE, MESSAGE	16	EA		
0711-11-170	THERMOPLASTIC, STD, WHITE, ARROWS	5	EA		
0711-11-211	THERMOPLASTIC, STD, YELLOW, SOLID, 6"	1,816	NM		
0711-11-222	THERMOPLASTIC, STD, YELLOW, SOLID, 8"	998	LF		
0711-11-224	THERMOPLASTIC, STD, YELLOW, SOLID, 18"	288	LF		
Subtotal					
SITE 2 - BONITA BLVD, 1200' E OF BONITA BLVD TO 850' E OF CANAL ST (2200 LF)					
02502	MICROSURFACING (DOUBLE) 28-32 LBS/SY	9,240	SY		
02501	CRACK SEAL	139	GAL		
0711-11-111	THERMOPLASTIC, STD, WHITE, SOLID, 6"	1,750	NM		
0711-11-112	THERMOPLASTIC, STD, WHITE, SOLID, 8"	530	LF		
0711-11-124	THERMOPLASTIC, STD, WHITE, SOLID, 18"	280	LF		
0711-11-170	THERMOPLASTIC, STD, WHITE, ARROWS	9	EA		
0711-11-160	THERMOPLASTIC, STD, WHITE, MESSAGE	6	EA		
0711-11-211	THERMOPLASTIC, STD, YELLOW, SOLID, 6"	0.875	NM		
0711-11-222	THERMOPLASTIC, STD, YELLOW, SOLID, 8"	1,076	LF		
0711-11-224	THERMOPLASTIC, STD, YELLOW, SOLID, 18"	415	LF		
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	48	LF		
0706-3	RETRO-REFLECTIVE PAVEMENT MARKER, PER FDOT INDEX 17352	120	EA		
Subtotal					
SITE 3 - VILLAGES UNIT 14 (DURANGO DR, ORTEGA WAY, JUANITA CT, DEL ROSARIO ST, ANTONIA LN, MELENDEZ WAY, CHISOLM PL)					
02501	CRACK SEAL	300	GAL		
02502-2	MICROSURFACING (SINGLE) 25-30 LBS/SY	14,500	SY		
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	170	LF		
Subtotal					
SITE 4 - UNIT 15 (CARRERA DR, ALDAMA AVE, HERRERA CT)					
02501	CRACK SEAL	110	GAL		
02502-2	MICROSURFACING (SINGLE) 25-30 LBS/SY	9,300	SY		
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	60	LF		
Subtotal					
SITE 5 - UNIT 16 (CIMMARRON AVE, FRANCO PLA, ESPANA ST, CADENA CIR, ROSARIO RD)					
02501	CRACK SEAL	140	GAL		
02502-2	MICROSURFACING (SINGLE) 25-30 LBS/SY	11,900	SY		
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	110	LF		
Subtotal					
SITE 6 - UNIT 17 (CARRERA DR, CABANA CT, SAN LUIS LN, SANTAN WAY, GARZA PL, ESTAFANA WAY, BARRAZA CT)					
02501	CRACK SEAL	120	GAL		
02502-2	MICROSURFACING (SINGLE) 25-30 LBS/SY	11,600	SY		
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	110	LF		
Subtotal					
SITE 7 - UNIT 10 (REDONDO WAY, JUANITA AVE, CAMINO DEL RAY DR, SAN DIEGO ST, YUCATAN WAY, ARMADILLO PL, GARDENA CT)					
02501	CRACK SEAL	190	GAL		
02502-2	MICROSURFACING (SINGLE) 25-30 LBS/SY	17,100	SY		
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	120	LF		
Subtotal					
SITE 8 - UNIT 3 (RAMOS DR, CHAVEZ CT)					
02501	CRACK SEAL	60	GAL		
02502-2	MICROSURFACING (SINGLE) 25-30 LBS/SY	6,100	SY		
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	80	LF		
Subtotal					
SITE 9 - UNIT 7 (SOLEDAD WAY, PRESA PL, LAVUCA LN, NUEVA PL, DOLOROSA CT)					
02501	CRACK SEAL	180	GAL		
02502-2	MICROSURFACING (SINGLE) 25-30 LBS/SY	7,000	SY		
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	90	LF		
Subtotal					

CONTINUED ON NEXT PAGE

BID FORM (CONT.)

SUMTER COUNTY

2013 PAVEMENT PRESERVATION

SITE 10 - UNIT 8 (SAN FERNANDO DR, SAN ANTONIO LN)					
02501	CRACK SEAL	50	GAL		
02502-2	MICROSURFACING (SINGLE) 25-30 LBS/SY	4,200	SY		
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	30	LF		
Subtotal					
SITE 11 - UNIT 9 (CERVANTES PL, SAN CLEMENTE CT, DESILVA ST, CABELLA CIR, SAN BERNADINO WAY, SAN JUAN DR, CORONA AVE, FONTANA CT, BARCELONA DR, PAMONA LN, ROJAS PL)					
02501	CRACK SEAL	270	GAL		
02502-2	MICROSURFACING (SINGLE) 25-30 LBS/SY	21,600	SY		
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	170	LF		
Subtotal					
SITE 12 - UNIT 11 (PALO ALTO AVE)					
02501	CRACK SEAL	90	GAL		
02502-2	MICROSURFACING (SINGLE) 25-30 LBS/SY	8,700	SY		
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	30	LF		
Subtotal					
SITE 13 - UNIT 12 (PALO ALTO AVE)					
02501	CRACK SEAL	40	GAL		
02502-2	MICROSURFACING (SINGLE) 25-30 LBS/SY	4,000	SY		
Subtotal					
SITE 14 - UNIT 13 (PALO ALTO AVE, DRL NORTE DR, MARGARITA CT, SAN SALVADORE DR, ARMONDO DR, ANTONIA PL, SAN LEONARD WAY, SALINAS AVE, ALLENDE DR)					
02501	CRACK SEAL	390	GAL		
02502-2	MICROSURFACING (SINGLE) 25-30 LBS/SY	25,300	SY		
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	210	LF		
Subtotal					
MISCELLANEOUS					
02502-1	MICROSURFACING (SINGLE) 18-22 LBS/SY	1,000	SY		
02502-3	MICROSURFACING LEVELING	100	TON		
327-70-6	MILL EXISTING ASPHALT (1.5")	1,000	SY		
334-1	SUPERPAVE ASPHALTIC CONCRETE (1.5")	100	TON		
Subtotal					
ROAD CONSTRUCTION SUBTOTAL					
ALTERNATE BID ITEMS					
UNPAVED TO PAVED - PRIME AND OVERLAY WITH DOUBLE CHIP SEAL ⁵					
1	PRIME AT 0.10 GAL/SY	5,500	GAL		
2	CR 230C, FROM CR 205 TO CR 205A - 644 LF	1,290	SY		
3	CR 229P, FROM CR 229 TO TO CR 235 - 1305 LF	2,900	SY		
4	CR 481W, FROM CR 481B TO END - 927 LF	1,860	SY		
5	CR 772C, FROM CR 772 TO END - 960 LF	2,140	SY		
6	CR 696, FROM CR 684 TO END - 801 LF	1,610	SY		
7	CR 738E, FROM CR 738 TO END - 959 LF	2,140	SY		
8	CR 738G, FROM CR 738F TO CR 738G - 1329 LF	2,960	SY		
9	CR 436E, FROM C-470 TO END - 1773 LF	3,550	SY		
10	CR 546, FROM CR 546N TO CR 546 - 3862 LF	7,730	SY		
11	CR 245C, FROM CR 245 TO END - 4245 LF	9,440	SY		
12	CR 316, FROM CR 317 TO END - 1128 LF	2,260	SY		
13	CR 311, FROM CR 311 TO I-75 - 3889 LF	7,780	SY		
14	CR 675 W, FROM CR 675W TO CR 680 - 819 LF	1,640	SY		
15	CR 776, FROM SR-471 TO END - 1272 LF	2,550	SY		
16	CR 564A, FROM CR 564 TO END - 1295 LF	2,880	SY		
17	CR 417 - 233 LF	470	SY		
18	CR 609C, FROM CR 609A TO END - 269 LF	540	SY		
19	CR 680, FROM CR 675W TO CR 680 - 644 LF	1,290	SY		
0711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	360	LF		
ALTERNATE BID ROAD CONSTRUCTION SUBTOTAL					

NOTES:

1. THE COST OF DETOURS AND MAINTENANCE OF TRAFFIC SHALL BE CONSIDERED INCIDENTAL TO THE WORK. ADDITIONAL PAYMENT SHALL NOT BE MADE.
2. REMOVAL OF THE EXISTING THERMOPLASTIC SHALL BE CONSIDERED INCIDENTAL TO THE WORK, AND PAYMENT IS INCLUDED IN ITEM 02502-1, 2502-2, 2502-3, AND ITEM 02503.
3. TEMPORARY STRIPING AS REQUIRED FOR TRAFFIC CONTROL PER FDOT #600 SERIES SHALL BE CONSIDERED INCIDENTAL TO THE WORK. ADDITIONAL PAYMENT SHALL NOT BE MADE.
4. NEW THERMOPLASTIC MARKINGS AND RETRO-REFLECTIVE PAVEMENT MARKERS SHALL MATCH EXISTING.
5. THE COUNTY WILL PROVIDE AND INSTALL LIMEROCK BASE, ROLL, AND COMPACT ON THE EXISTING ROADBASE PRIOR TO CONTRACTOR APPLYING PRIME COAT AND ASPHALT SURFACE COURSE.

Grand Total amounts are to be shown in both words and figures. In case of discrepancies, the amount in words will govern.

GRAND TOTAL: \$ _____

WORDS: _____

THIS PROPOSAL DATED THIS ____ day of _____, 2012

ATTEST:

Witness: _____
Signature

By: _____
Authorized Signature (Principal)

Printed Name

Printed Name, Title

Company Name

Address: _____

Employee I.D. No.

Florida State Certified General
Contractor's License Number

Telephone Number: _____

END OF SECTION

SECTION 00302 – PUBLIC ENTITY CRIMES STATEMENT

NOTICE TO BIDDERS: This form must be properly completed, executed and returned with the proposal documents in order for your proposal to be considered. Failure to do so will result in automatic disqualification.

SWORN STATEMENT UNDER SECTION 287133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF _____

COUNTY: _____

Before me, the undersigned authority, personally appeared _____ who, being by me first duty sworn, made the following statement:

1. The business address of _____ (name of bidder or contractor) is _____.

2. My relationship _____ (name of bidder or contractor) is _____ (relationship such as sole proprietor, partner, president, vice president).

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes 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 in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean 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 guilt or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officer, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

(Draw a line through paragraph 6 if paragraph 7 below applies.)

7. There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or contractor who is active in the management of the bidder or contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____ . A copy of the order of the Division of Administrative Hearings is attached to this statement.

(Draw a line through paragraph 7 if paragraph 6 above applies.)

Sworn to and subscribed before me in the state and county first mentioned above on the _____ day of _____, 2012.

Signed: _____
Notary Public

(Affix seal)

My commission expires: _____

END OF SECTION

SECTION 00303 – DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with the Florida Statute 287.087 hereby certifies that _____ does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Bidder's Signature

Date

END OF SECTION

SECTION 00304 – E-VERIFY CERTIFICATION FORM

The Sumter County Board of County Commissioners has mandated that effective August 1, 2012, all vendors, contractors and subcontractors doing business with Sumter County must certify that they have implemented the federal E-Verify program.

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>.

Prior to providing goods or services to Sumter County, vendors must certify compliance with the federal E-Verify program. 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 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

(In accordance with Executive Order No. 11-02)

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: _____

Authorized signature: _____

Printed name & Title: _____

Address: _____

Date: _____

Telephone Number: _____

E-mail address: _____

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 send the completed form to the Financial Services Department, 7375 Powell Road, Suite 206, Wildwood, FL 34785, or fax the form to (352)-689-4436. Once the form is received by the Financial Services Department the completed form will remain on file according to the Sumter County Retention Policy.

Please contact the Financial Services Department at 352-689-4435 with questions regarding this requirement.

This document must be completed and returned with your Submittal.

END OF SECTION

SECTION 00305 –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 Board of Sumter 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 for all workers' compensation obligations imposed by state law and employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease. Even if the Contractor/Vendor is not required by state law to secure workers' compensation insurance, the Contractor/Vendor shall purchase and maintain worker's compensation insurance in order to perform or provide services to Sumter County. This is the standard requirement however; the Financial Services Department can perform a special review as needed on a case-by-case basis for the Contractor/Vendor.

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.

_____	_____
Contractor/Vendor-Print Name	Signature
_____	_____
Project Name	Date

The effective dates of this Hold Harmless Agreement shall be for the current Fiscal Year.

END OF SECTION

REFERENCE & SIMILAR PROJECTS EXPERIENCE FORM

This document must be completed and returned with your Submittal

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 _____

Before me personally appeared _____ who is (title) _____

of (the company described herein) _____ 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 _____ or Produced Identification _____

Sworn to and subscribed before me this _____ day of _____, 20__

NOTARY PUBLIC - STATE OF FLORIDA

(Print Name of Notary Public)

(Signature of Notary Public)

(seal)

SECTION 00500 – AGREEMENT

THIS AGREEMENT, made this _____ day of _____ 2012 by and between the Sumter County Board of County Commissioners, hereinafter called the "OWNER", and _____, doing business as a corporation, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

ARTICLE 1. The CONTRACTOR will commence and complete the construction of 2013 Pavement Management – Preservation Program.

ARTICLE 2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.

ARTICLE 3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within fourteen (14) calendar days after the date of the NOTICE TO PROCEED. This two (2) year agreement may be renewed on an annual basis for three (3) additional consecutive one year periods, if agreed to in writing by both parties at least 60 days prior to expiration of agreement. The CONTRACTOR further agrees to pay as liquidated damages the sum of One-Thousand and 00/100 Dollars (\$1,000.00) per consecutive calendar day beyond the date of completion deadline.

ARTICLE 4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of _____ and _____/100 DOLLARS (\$_____)

ARTICLE 5. The term "CONTRACT DOCUMENTS" means and includes the following:

- Certification Page
- List of Drawings
- Request for Proposal
- Instructions to Bidder
- Bid Form
- Public Entity Crimes Statement
- Drug Free Workplace Form
- E-Verify Certification Form
- Hold Harmless Agreement
- Agreement
- Reference & Similar Projects Form
- Application for Payment
- Performance and Payment Bond
- Minimum Insurance Requirements
- Standard General Conditions of the Construction Contract, EJCDC C-700 (2007 Edition)
- Supplemental Conditions
- Special Provisions
- Material and Equipment
- Contract Closeout
- Specifications 02501, 02502, 02503

DRAWINGS: As prepared by Kimley-Horn and Associates, Inc. (See Section 00004 – List of Drawings).

ARTICLE 6. The OWNER will pay to the CONTRACTOR, in the manner and at such times as set forth in the General Conditions, such amounts as required by the CONTRACT DOCUMENTS less a 10% retainage or payable upon final inspection. All payments by the OWNER shall be made in lawful monies of the United States to: _____.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS. To induce OWNER to enter into this Agreement CONTRACTOR makes the following representation.

- 7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in Article 5) and the other related data identified in the Bidding Documents including "technical data".
- 7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 7.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- 7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions. CONTRACTOR accepts the determination set forth in paragraph SC-4.02 of the Supplementary Conditions of the extent of "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of Work or which related to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- 7.5 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.
- 7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

7.8 Conflicts within the contract documents shall be brought to the attention of the ENGINEER and resolution shall be at the discretion of and at no cost to the OWNER.

ARTICLE 8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in four (4) copies, each of which shall be deemed an original on the date first written above.

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____

(SEAL)

Name: _____
(Please Print or Type)

Title: _____

ATTEST:

Name: _____
(Please Print or Type)

Title: _____

CONTRACTOR:

By: _____

(SEAL)

Name: _____
(Please Print or Type)

Title: _____

ATTEST:

Name: _____
(Please Print or Type)

Title: _____

Notice of Award

TO: _____

PROJECT DESCRIPTION: RFP# 030-0-2012/AT Sumter County 2013 Pavement Management Preservation

The COUNTY has considered the PROPOSAL submitted by you for the above described WORK in response to its Advertisement for Proposals dated December 28, 2012.

You are hereby notified that your PROPOSAL has been accepted for items in the amount of _____ Dollars and 00/100 (\$0.00) which include the following:

You are required by the Information for Bidders to execute the Agreement and furnish the required certificates of insurance within fourteen (14) calendar days from the date of this Notice.

If you fail to execute said Agreement and to furnish said certificate of insurance within 14 days from the date of this Notice, said COUNTY will be entitled to consider all your rights arising out of the COUNTY'S acceptance of your PROPOSAL. The COUNTY will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the COUNTY.

Dated this ____ day of _____, 2013;

Sumter County Board of County Commissioners

By:

Chairman

Title

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged.

CONTRACTOR

Dated this ____ day of _____, 20____;

By:

Notice to Proceed

Company: _____

Date: _____

Project: RFP # 030-0-2012/AT Sumter County 2013 Pavement Management Preservation

You are hereby notified to commence WORK in accordance with the Agreement dated _____
on or before _____, and you are to complete the WORK by _____.

Per the contract the WORK shall be completed within _____ calendar days unless otherwise extended.

OWNER: SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
County Administrator

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged by:

CONTRACTOR:

this the _____ day
of _____, 20__.

By: _____
Authorized Representative

Title: _____

END OF SECTION

SECTION 00622 – APPLICATION FOR PAYMENT NO.

To:

Contract for:

For Work Accomplished through the date of: _____

ITEM			CONTRACTOR'S Schedule of Values			Work Completed	
			Unit Price	Quantity	Amount	Quantity	Amount
See attached schedule of items.							
C.O. No.	Total	\$			\$		\$
C.O. No.		\$					

Accompanying Documentation:	GROSS AMOUNT DUE	\$	_____
Schedule of Items	LESS 10% RETAINAGE	\$	_____
	AMOUNT DUE TO DATE	\$	_____
	LESS PREVIOUS PAYMENTS	\$	_____
	AMOUNT DUE THIS APPLICATION	\$	_____

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER an account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 1 through _____ inclusive; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to OWNER).

Dated: _____, 2012 CONTRACTOR

By: _____

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date: _____, 2012 ENGINEER

By: _____

SECTION 00630 – PERFORMANCE AND PAYMENT BONDP

Per Florida Statute 255.05, The successful Bidder, simultaneously with the execution of the Agreement, shall furnish a Performance and Payment Bond in an amount equal to 100 percent (100%) of the Contract Price. The Bond shall be secured from a Surety Company listed on the Treasury Department's most current list and acceptable to the Owner.

Performance and Payment Bonds may be submitted on a standard form used by the Bidder's Surety Company. The Owner reserves the right to accept or reject the style and content of the Performance Bond Form submitted by the Bidder.

Performance and Payment Bonds shall be submitted with the executed Agreement. Following execution of the Agreement by all parties and issuance of a Notice to Proceed the successful Bidder must record a copy of the Performance and Payment Bond with the Clerk of the Court, Sumter County, and provide a recorded copy to the Owner.

END OF SECTION

SECTION 00650 – MINIMUM INSURANCE REQUIREMENTS

Please see attached Certificate of Insurance document for the minimum insurance requirements.

Sumter County Board of County Commissioners also requires the following:

ADDITIONAL INSURED

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

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

The name of the organization endorsed as Additional Insured for all endorsements shall read "Sumter County Board of County Commissioners."

For a complete list of standard insurance requirements for Sumter County, click on the link below:

<http://sumtercountyfl.gov/DocumentView.aspx?DID=3874>

CERTIFICATE OF INSURANCE

The company indicated below certifies that the insurance afforded by the policy or policies numbered and described below is in force as of the effective date of this certificate. This Certificate of Insurance does not amend, extend, or otherwise alter the Terms and Conditions of Insurance coverage contained in any policy numbered and described below.

CERTIFICATE HOLDER: _____

INSURED: _____

TYPE OF INSURANCE	POLICY NUMBER & ISSUING COMPANY	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS OF LIABILITY (*LIMITS AT INCEPTION)
LIABILITY <input checked="" type="checkbox"/> Liability and Medical Expense <input checked="" type="checkbox"/> Personal and Advertising Injury <input checked="" type="checkbox"/> Medical Expense <input checked="" type="checkbox"/> Fire Legal Liability <input type="checkbox"/> Other Liability				Any One Occurrence.....\$1,000,000 Any One Person/Org.....\$1,000,000 Any One Person.....\$10,000 Any One Fire or Explosion.....\$100,000 General Aggregate*.....\$2,000,000 Prod/Comp Ops Aggregate*.....\$2,000,000
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> BUSINESS AUTO <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-Owned				Bodily Injury (Each Person).....\$ (Each Accident).....\$ Property Damage Each Accident.....\$ Combined Single Limit.....\$
EXCESS LIABILITY <input checked="" type="checkbox"/> Umbrella Form				Each Occurrence \$2,000,000 Prod/Comp Ops/Disease Aggregate* \$2,000,000
<input checked="" type="checkbox"/> Worker's Compensation and <input checked="" type="checkbox"/> Employer's Liability				STATUTORY LIMITS BODILY INJURY/ACCIDENT.....\$100,000 Bodily Injury by Disease EACH EMPLOYEE.....\$100,000 Bodily Injury by Disease POLICY LIMIT.....\$500,000

Should any of the above described policies be cancelled before the expiration date, the insurance company will endeavor to mail 10 days written notice to the above named certificate holder, but failure to mail such notice shall impose no obligation or liability upon the company, its agents, or representatives.

DESCRIPTION OF OPERATIONS/LOCATIONS
VEHICLES/RESTRICTIONS/SPECIAL ITEMS

Effective Date of Certificate: _____

Authorized Representative: _____

Date Certificate Issued: _____

Countersigned at: _____

END OF SECTION

SECTION 00700 – GENERAL CONDITIONS

The Standard General Conditions of the Construction Contract as prepared by the Engineer's Joint Contract Documents Committee, EJCDC C-700, 2007 Edition, are hereby incorporated by reference as the governing contract specifications for this Agreement.

SECTION 00800 – SUPPLEMENTAL CONDITIONS

These Supplemental Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC C-700 (2007 Edition). All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplemental Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplemental Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplemental Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

SC-2 PRELIMINARY MATTERS

SC-2.01: Add the following new paragraph immediately after Paragraph 2.01.A as 2.01.A.1:

Contractor shall record all required bonds, at the contractor's expense, in the public records of Sumter County, Florida and shall provide certified copies of said bonds along with the executed agreement to Sumter County within ten (10) calendar days of the Notice of Intent to Award.

SC-2.02: Delete Paragraph 2.02.A in its entirety and insert the following in its place:

Owner shall furnish to Contractor up to five (5) printed or hard copies of the Drawings and Project Manual and one set in electronic format. Additional copies will be furnished upon request at the cost of reproduction.

SC-4 AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

SC-4.02: Delete Paragraphs 4.02.A and 4.02.B in their entirety and insert the following:

A. No reports of explorations or tests of subsurface conditions at or contiguous to the Site, or drawings of physical conditions relating to existing surface or subsurface structures at the Site, are known to Owner. No survey has been performed for this project.

SC-4.06: Delete Paragraphs 4.06.A and 4.06.B in their entirety and insert the following:

A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.

B. Not Used.

SC-5 BONDS AND INSURANCE

SC-5.04: Add the following new paragraph immediately after Paragraph 5.04.B:

- A. The limits of liability for the insurance required by Paragraph 5.04 of the General Conditions shall be as specified in Document 00650 – Minimum Insurance Requirements, or greater where required by Laws and Regulations.

SC-6 CONTRACTOR'S RESPONSIBILITIES

SC-6.06: Add the following new paragraph immediately after Paragraph 6.06.G as 6.06.G.1:

The General Contractor shall be required to perform, at a minimum, 51% of the contract amount of this project.

SC-6.17: Add the following new paragraphs immediately after Paragraph 6.17.E:

- F. Contractor shall furnish required submittals with sufficient information and accuracy in order to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing subsequent submittals of Shop Drawings, samples, or other items requiring approval and Contractor shall reimburse Owner for Engineer's charges for such time.
- G. In the event that Contractor requests a change of a previously approved item, Contractor shall reimburse Owner for Engineer's charges for its review time unless the need for such change is beyond the control of Contractor.

SC-9 ENGINEER'S STATUS DURING CONSTRUCTION

SC-9.03: Add the following new paragraphs immediately after Paragraph 9.03.A:

- B. The Resident Project Representative (RPR) will be Engineer's employee or agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall be through or with the full knowledge and approval of Contractor. The RPR shall:
 - 1. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
 - 2. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
 - 3. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor, working principally through Contractor's authorized representative, assist in providing information regarding the intent of the Contract Documents.

- b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
- 4. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
- 5. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
- 6. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
- 7. *Review of Work and Rejection of Defective Work:*
 - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- 8. *Inspections, Tests, and System Startups:*
 - a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
 - b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- 9. *Records:*
 - a. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
 - b. Maintain records for use in preparing Project documentation.

10. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, and acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Hazardous Environmental Condition.

11. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

12. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

13. *Completion:*

- a. Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
- b. Participate in a final inspection in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
- c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

C. The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
3. Undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or Contractor's superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.

5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

SC-14 PAYMENTS TO CONTRACTOR AND COMPLETION

SC-14.02 Delete Paragraph 14.02.A.1 in its entirety and replace with the following:

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

SC-16 DISPUTE RESOLUTION

SC-16.01 Delete Paragraphs 16.01.A, 16.01.B and 16.01.C in their entirety and replace with the following:

- A. All claims, disputes and other matters in question between Owner and Contractor arising out of or relating to the contract Documents or the breach thereof (except for claims which have been waived by the making or acceptance of final payment as provided by paragraph GC 14.09) will be decided by proper legal procedures to be heard in the Circuit Court of Sumter County, Florida.
- B. No filing of suite or commencement of legal procedures of any claim, dispute or other matter that is required to be referred to Engineer initially for decision in accordance with paragraph GC 9.09 will be made until the earlier of (a) the date on which Engineer has rendered a written decision or (b) the thirty-first day after the parties have presented their evidence to the Engineer if a written decision has not been rendered by Engineer before that date. No commencement of legal proceedings for any such claim, dispute or other matter will be made later than thirty days after the date on which the Engineer has rendered a written decision in respect thereof in accordance with paragraph GC 9.09; and the failure to commence legal proceedings within said thirty days period will result in the Engineer's decision being final and binding upon Owner and Contractor. If Engineer renders a decision after legal proceedings have been initiated, such decision may be entered as evidence but will not supersede the legal proceedings, except where the decision is acceptable to the parties concerned. No commencement of legal proceedings of any written decision of Engineer rendered in accordance with paragraph 9.09 will be made later than ten days after the party initiating such procedures has delivered written notice of intention to appeal as provided in paragraph GC 9.09.

SECTION 00801 – SPECIAL PROVISIONS

PART 1 – GENERAL

The Special Provisions of these specifications are intended as modifications or supplements to Information for Bidders; General Conditions; or Technical Specifications, with the intent that any provisions of this section shall govern. If at any time the plans or specifications for this project are unclear, the CONTRACTOR shall contact the Engineer immediately. For those situations where details are not included in the plans or miscellaneous work arises during the project which is not covered by the plans or specification for this project, the Construction shall be performed in accordance with *FDOT Standard Specifications for Road and Bridge Construction* and *FDOT Roadway and Traffic Design Standards (latest edition)*.

1.01 CONSTRUCTION STAKEOUT

Base lines and benchmarks shall be established by the CONTRACTOR's surveyor for the CONTRACTOR's use. The CONTRACTOR will be responsible for performing any needed construction stakeout.

1.02 INSPECTION AND TESTING

- A. GENERAL – The Project Engineer or representative inspector under the Engineer's direct supervision shall provide construction observation as the Owner's representative in accordance with Section 00800, Supplemental Conditions.
- B. TESTING – Material sampling and testing shall be in accordance with the FDOT Standard Specifications for Road and Bridge Construction, latest edition, unless otherwise noted.
- C. INSPECTIONS – Construction inspections will periodically be conducted by the Project Engineer or an authorized representative. The CONTRACTOR shall complete each specified item of work listed below which pertains to the project and notify the project engineer or his representative at least forty-eight (48) hours in advance of a request for inspection. The CONTRACTOR's project superintendent shall be present at all inspections and upon request by the inspector, furnish construction equipment to aid in the inspection.

The following are mandatory inspections which shall be conducted when the item of work applies to the subject project.

- 1. Substantial Completion Inspection – When all construction is completed. The CONTRACTOR, Inspector and Engineer shall prepare a punch list indicating any unfinished items at this time.
 - 2. Final Inspection – Final inspection will be conducted following the correction of the punch list items.
- D. All inspections shall be conducted and approved by the Project Engineer or his representative prior to approval of the payment request for the item of work.

CONTRACTOR shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents. The CONTRACTOR shall be responsible for the costs of any retesting of failing components as identified by the

Owner's independent testing laboratory.

1.03 LEGAL REQUIREMENTS

The CONTRACTOR's attention is directed to the safety regulations promulgated by the State of Florida, Department of Commerce and to the provisions of Chapter 403, Florida Statutes, regarding control of air and water pollution as well as the Rules and Regulations of the Department of Environmental Regulation.

The CONTRACTOR shall be responsible for obtaining all permits and obeying all Federal, State, County and City laws, by-laws, ordinances, resolutions, and regulations which pertain to his work.

The CONTRACTOR shall take care to strictly observe all applicable OSHA, State, Local or other Federal Standards with respect to the safety of persons during construction.

1.04 PUBLIC CONVENIENCE AND SAFETY

No street or roadway shall be closed, except when and where directed by the Engineer or County Inspector. The work shall be conducted so that there shall, at all times, be a safe passageway for traffic, whenever the street or roadway is not closed. The Contractor shall provide and maintain a passable driveway, as directed by the Engineer, whenever it is necessary to divert traffic from any part of the street or roadway actually under construction. Driveways must be accessible at all times, in case of an emergency, and must be left in a usable condition at the end of each day.

The Contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient red lights, danger signals and signs, provide a sufficient number of watchmen, and take all necessary precautions for the protection of the work and safety of the public. Streets or highways, which are closed to traffic, shall be protected by effective barricades on which acceptable warning signs shall be placed. The Contractor shall provide and maintain detour signs at all closures and intersections along the detour route(s) to direct the traffic around the closed portion(s) of the work. All temporary detour route(s) shall be clearly indicated throughout their entire length. All barricades and obstructions shall be illuminated at night. All lights shall be kept burning from sunset to sunrise. All barricades shall be well built and designed so as not to be blown over by the wind.

1.05 MAINTENANCE AND PROTECTION OF WORK

The Contractor shall maintain all earthwork construction throughout the life of the contract, unless otherwise provided, and shall take all reasonable precautions to prevent loss of material from the roadway due to the action of wind or water. He shall repair, at his expense, except as otherwise provided herein, any slides, washouts, settlement, subsidence, or other mishap which may occur prior to final acceptance of the work.

All channels excavated as a part of the contract work shall be maintained against natural shoaling or other encroachments to the lines, grades, and cross sections shown in the plans, until final acceptance of the project.

1.06 PROJECT IDENTIFICATION SIGN

The CONTRACTOR shall provide two Project Identification Signs for the work that identifies the funding source for the project, the acting County officials, the Sumter County seal logo, the CONTRACTOR and the Engineer. The signs shall be 4' in width and 8' in height. The signs are

required to be erected at each end of the segment being worked on, and relocated to each new segment as work progresses. If a sign is damaged during relocations the CONTRACTOR shall provide a replacement sign with no additional payment. Prior to fabrication, the CONTRACTOR shall obtain approval from the Engineer for the design and layout of the Project Identification Signs.

1.07 ROADWAY WORK

All work including but not limited to asphaltic friction course, asphaltic structural course, asphaltic leveling course, asphaltic base course, roadway markings, and maintenance of traffic shall be performed in accordance with the FDOT Standards for Road and Bridge Construction (latest edition), FDOT Design Standards Booklet (latest edition), and FDOT Local Agency Program Manual.

1.08 WORKING HOURS AND NOTIFICATION

All work shall be performed during the day, no night work is allowed. The Contractor shall notify The Villages Community Development District, Property Management a minimum of two days prior to starting any work within The Villages. The Contractor shall notify residents within the work area by placing doorhangers a minimum of two weeks prior to starting any work within The Villages. The doorhangers shall be approved by Sumter County and The Villages prior to placing.

1.09 TRAFFIC MAINTENANCE

The contractor shall be responsible, during the course of construction, for proper maintenance control, and detour of traffic in the area of construction. Traffic control and Maintenance shall be in conformance with the Manual of Traffic Control and Safe Practices of the Florida Department of Transportation and Sumter County procedures. The Public shall, at all times, be protected by barricades, flashers, flagmen, and other safety devices as needed. All safety precautions shall be taken and all traffic controls shall be furnished, satisfactory to County, Department of Transportation, and/or any other governmental agency having jurisdiction, where partial or complete obstruction of streets is required for the performance of the work.

The CONTRACTOR shall prepare a Maintenance of Traffic plan for approval by the Engineer and Owner prior to initiating any work. Detours shall be submitted by the CONTRACTOR for review by the Owner. No road closures are permitted without the Owner's authorization. It shall be the Contractor's responsibility, as Bidder, prior to submitting his Proposal, to determine the requirements of these agencies so that his Proposal reflects all costs to be incurred. No claims for additional payment shall be considered for costs incurred due to the proper maintenance, control, detour, signing, striping, and protection of traffic.

The cost of detours and maintenance of traffic shall be considered incidental to the work, additional payment shall not be made. Any striping and RPM's placed not on the final surface course shall be considered incidental to the work and no additional payment shall be made.

1.10 PRIVATE PROPERTY PROTECTION

The CONTRACTOR shall not trespass onto private property outside of the right-of-way and easements without the written permission of the individual property owner. The CONTRACTOR shall be solely responsible for any claims that may arise out of damage to private property resulting from trespass onto private property. The CONTRACTOR shall promptly settle all such claims without delay. The written permission of the private property's owner shall be available

for inspection by the Engineer or the Owner upon request.

1.11 PAVEMENT MARKINGS

The pavement markings shall be installed in accordance with the FDOT Standard Specifications.

The CONTRACTOR shall install all striping to match the existing striping, except where noted in the plans. Prior to commencing work on each project segment, the CONTRACTOR shall document the existing pavement striping. No changes to the existing patterns of striping are allowed unless directed by the Engineer. A break in the center line shall be provided at all intersections.

Final striping shall be lead free thermoplastic. One application of temporary paint and RPM's shall be applied on the final surface prior to final thermoplastic application, and is to be paid for under pay item 710-9. Any temporary paint applied not on the final surface course shall be considered incidental to the work, and no additional payment shall be made.

Reflective Pavement Markers (RPM's) are required to be installed on the roadway centerline in accordance with the FDOT Standard Index Drawings. The CONTRACTOR shall refer to these specifications for RPM color and spacing.

1.12 RIDE QUALITY AND FINISH COURSE

CONTRACTOR shall provide a smooth finish surface of uniform texture and compaction with no pulled, torn, crushed or loosened portions and free of segregation, sand streaks, sand spots, bumps, voids, rough areas, or ripples. Construct pavement surfaces with cross slopes in compliance with the requirements of the typical section. Surface irregularities, as measured with a straightedge at least 15 ft long, shall not exceed ¼ in.

1.13 REMOVED MATERIALS

The CONTRACTOR shall haul all excess materials off the job site. It will be the CONTRACTOR's responsibility to dispose of all excess material in an off-site acceptable location. No additional payment will be made for hauling or disposal of excess material.

1.14 SOD

The top of grass shall be level with the edge of the final pavement layer when placed and rolled. Any sod installed that blocks the flow of surface water from the roadway shall be removed and reinstalled at no additional cost.

1.15 SHOULDER

The subgrade below paved shoulders shall meet the minimum requirements of LBR 40 and 98% compaction. The CONTRACTOR shall excavate the area of the paved shoulder from the edge of the existing pavement to at least twelve inches beyond the planned new width of the shoulder base. All costs associated with collecting, hauling, and disposing of excavated materials shall be considered incidental to the work. Sodded shoulders shall be firm and unyielding, and constructed as shown in the plans. Any fill or sod required shall be considered incidental to the work. Payment for this work shall be included in Mobilization and Special Provisions.

1.16 DRIVEWAY APRONS

Driveway aprons shall be replaced to match existing and shall be extended a minimum of 3 feet from the edge of pavement, or as required to make a smooth transition from the road to the driveway to allow automobiles to drive into the driveway without scraping. Construction shall

be in accordance with the details included on the typical section.

Silt and debris shall be cleaned from all driveways within the ROW. Payment for this work shall be included in Mobilization and Special Provisions.

All concrete driveways are to be removed to 36" beyond the new edge of pavement or the first existing construction joint (whichever is less) and to be replaced in kind to provide an acceptable transition to the new roadway surface. No concrete is to be left under the new asphalt.

1.17 QUANTITIES

The COUNTY may delete or add quantities with an established unit price. Any change in the quantity shall not constitute a change in the unit price.

1.18 MANHOLES

The CONTRACTOR is responsible to raise or lower any existing manholes so they are flush with the new pavement.

1.19 CLEARING AND GRUBBING

All damage to driveways, mailboxes and other improvements will be repaired at the CONTRACTOR'S expense. Roadway shall be swept clean as part of this item. Any blading of grass or edge preparation required for the work will be included in this item. This item shall also include any tree trimming and/or clearing & grubbing necessary to complete the work.

Any temporary or permanent relocation of mailboxes and paper boxes, trimming and removal of vegetation or trees shall be done by CONTRACTOR to the satisfaction of the Project Engineer and is incidental to the item of Clearing and Grubbing. All temporary mailbox locations during construction shall comply as directed by the Postmaster. Final mailbox locations and installation shall be per FDOT Standard Index 532.

Payment for this work shall be included in Mobilization and Special Provisions.

1.20 SEDIMENT AND EROSION CONTROL

The CONTRACTOR is responsible for maintaining full and complete erosion control throughout the project until all work is complete and accepted by Sumter County. Erosion control is a performance based criteria, and the measures needed depend on the CONTRACTOR's sequence of work, cleanliness and organization of the sites, and weather conditions during the work. The CONTRACTOR shall provide all necessary erosion control measures to prohibit any turbid stormwater discharges as described in the Florida Department of Environmental Protection Generic Permit for Stormwater Discharges from Large and Small Construction Activities, revised February 2009. Payment for this work shall be included in Item 0101-1, unless specified in the plans.

1.21 HERBICIDE APPLICATION

The applicator of any herbicide shall have the proper State of Florida Pesticide Applicator's License. A copy of the license of the CONTRACTOR's designated person shall be supplied to the Project Manager. A log of all herbicides shall be kept and a copy shall be supplied to the Project Manager within one (1) week of spraying. This log shall include the type of material, mixture rate, application rate, and date of application.

1.22 BARRICADES AND PROJECTION OF WORK

The Contractor shall protect his work, throughout its entire length, by the erection of suitable barricades and handrails where required. He shall further indicate this work at night by the maintenance of suitable lights or flares, especially along or across thoroughfares. He shall also comply with all laws or ordinances covering the protection of such work and the safety measures to be employed therein. The Contractor shall carry out his work so as not to deny access to private property.

1.23 BURNING

Burning shall not be permitted on this project without prior approval from the Engineer and the Owner. If burning is allowed, it shall be the responsibility of the Contractor to obtain all required burning permits, and to have adequate supervision and safety measures at all times during burning. No unattended burning will be allowed.

1.24 EXCAVATION SAFETY

All excavation operations involved in this project shall comply with the Trench Safety Act (90-96, Laws of Florida) which specifically adopts the provision of the Occupational Safety and Health Administrations Excavation Safety Standards (29 C.F.R. Part 1926.650 Subpart P)

It shall be the responsibility of the Contractor to ensure worker safety, provide sufficient required insurance, comply with all safety codes, laws, and requirements, and to include any cost of such safety requirements in the project bid. No additional compensation shall be allowed for the cost of such compliance.

It shall be the Contractor's option and responsibility to select the compliance method(s) and to ensure the proper employment of said method(s) during the entire project.

These standards shall apply to all areas of construction whether or not specifically mentioned in another division of these specifications.

1.25 LICENSING

The Contractor and all subcontractors shall be properly licensed in Sumter County, Florida.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01600 – MATERIAL AND EQUIPMENT

PART 1 – GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Products.
- B. Transportation and Handling.
- C. Storage and Protection.
- D. Product Options.
- E. Substitutions.
- F. Systems Demonstration

1.02 PRODUCTS

- A. Only new materials and equipment shall be incorporated in the work. All material and equipment furnished by CONTRACTOR shall be subject to inspection and approved by ENGINEER.
- B. Comply with Specifications and referenced standards as minimum requirements.
- C. Components required to be supplied in quantity within a Specification section shall be the same, and shall be interchangeable.

1.03 TRANSPORTATION AND HANDLING

- A. Transport products by methods to avoid product damage; deliver in undamaged condition in manufacturer's unopened containers or packaging, dry.
- B. Provide equipment and personnel to handle products by methods to prevent soiling or damage.
- C. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.

1.04 STORAGE AND PROTECTION

- A. Store products in accordance with the manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight enclosures; maintain within temperature and humidity ranges required by manufacturer's instructions.
- B. For exterior storage of fabricated products, place on sloped supports above ground. Cover products subject to deterioration with weather-tight enclosure as recommended by the manufacturer. Provide ventilation to avoid condensation.

- C. Store loose granular materials on solid surfaces in well-drained area. Prevent mixing with foreign matter.
- D. Arrange storage to provide access for inspection. Periodically inspect to assure products are undamaged, and are maintained under required conditions.
- E. Materials which in the opinion of the ENGINEER have become so damaged as to be unfit for the use intended or specified shall be removed from the site of work. CONTRACTOR shall receive no compensation for the damaged material or its removal.

1.05 PRODUCT OPTIONS

- A. Products specified by reference standards or by description only: Any product meeting those standards.
- B. Products specified by naming one or more manufacturers with a provision for substitutions: Submit a request for substitution for any manufacturer not specifically named.

1.06 SUBSTITUTIONS

- A. Document each request with complete data sustaining compliance of proposed substitution with Contract Documents.
- B. Request constitutes a representation that CONTRACTOR:
 - 1. Has investigated proposed product and determined that it meets or exceeds, in all respects, specified product.
 - 2. Will provide the same warranty for substitution as for specified product.
 - 3. Will coordinate installation and make other changes which may be required for work to be complete in all aspects.
 - 4. Waives claim for additional costs which may subsequently become apparent.
- C. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals without separate written request, or when acceptance will require substantial revision of Contract Documents.
- D. ENGINEER will determine acceptability of proposed substitution, and will notify CONTRACTOR of acceptance or rejection in writing within a reasonable time.

1.07 SYSTEMS DEMONSTRATION

- A. Prior to final inspection, demonstrate operation of each system to ENGINEER and OWNER.
- B. Instruct Owner's personnel in operation, adjustment, and maintenance of equipment and systems, using the operation and maintenance data as the basis of instruction.

END OF SECTION

SECTION 01700 – CONTRACT CLOSEOUT

PART 1 – GENERAL

1.01 REQUIREMENTS INCLUDED

Comply with requirements stated in General Conditions and in Specifications for administrative procedures in closing out the Work.

1.02 SUBSTANTIAL COMPLETION:

- A. When Contractor considers the Work is substantially complete, as defined in the Standard General Conditions, he shall submit to the Engineer:
 - 1. A written notice that the Work, or designated portion thereof, is substantially complete.
 - 2. A list of items to be completed or corrected.
- B. Within a reasonable time after receipt of such notice, the Engineer will make an inspection to determine the status of completion.
- C. Should the Engineer determine that the Work is not substantially complete:
 - 1. The Engineer will promptly notify the Contractor, in writing, giving the reasons therefore.
 - 2. Contractor shall remedy the deficiencies in the Work, and send a second written notice to substantial completion to the Engineer.
 - 3. The Engineer will re-inspect the Work.
- D. When the Engineer finds that the Work is substantially complete, he will:
 - 1. Prepared and deliver to Owner a tentative Certificate of Substantial Completion with a tentative list of items to be completed or corrected before final payment.
 - 2. After consideration of any objections made by the Owner as provided in Conditions of the Contract, and when the Engineer considers the Work substantially complete, he will execute and deliver to the Owner and the Contractor a definite Certificate of Substantial Completion with a revised tentative list of items to be completed or corrected.

1.03 FINAL INSPECTION:

- A. When Contractor considers the Work is complete, he shall submit written certification that:
 - 1. Contract Documents have been reviewed.
 - 2. Work has been completed in accordance with Contract Documents.
 - 3. Work has been completed with the list of items to be corrected.

4. Equipment and systems have been tested in the presence of the Owner's representative and are operational.
 5. Work is completed and ready for final inspection.
- B. The Engineer will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.
 - C. Should the Engineer consider that the Work is incomplete or defective:
 1. The Engineer will promptly notify the Contractor in writing, listing the incomplete or defective work.
 2. Contractor shall take immediate steps to remedy the stated deficiencies, and send a second written certification to the Engineer that the Work is complete.
 3. The Engineer will re-inspect the Work
 - D. When the Engineer finds that the Work is acceptable under the Contract Documents, he shall request the Contractor to make closeout submittals.

1.04 RE-INSPECTION FEES:

Should the Engineer perform re-inspections due to failure of the Work to comply with the claims of status of completion made by the Contractor:

- A. Owner will compensate the Engineer for such additional services.
- B. Owner will deduct the amount of such compensation from the final payment to the Contractor.

1.05 CONTRACTOR'S CLOSEOUT SUBMITTALS TO ENGINEER

- A. Evidence of compliance with requirements of governing authorities.
- B. Project Record Documents.
- C. Operating and Maintenance Data, Instructions to Owner's Personnel.
- D. Warranties and Bonds.
- E. Keys and Keying Schedule.
- F. Spare Parts and Maintenance Materials.
- G. Evidence of Payment and Release of Liens.
- H. Certificate of Insurance for Products and Completed Operations.

- I. Contractor's Final Affidavit.
- J. Lien Waivers from Subcontractors and Suppliers.

1.06 FINAL ADJUSTMENT OF ACCOUNTS

- A. Submit a final statement of accounting to the Engineer.
- B. Statement shall reflect all adjustments to the Contract Sum:
 - 1. The original Contract Sum.
 - 2. Additions and deductions resulting from:
 - a. Previous Change Orders
 - b. Unit Prices
 - c. Deductions for uncorrected Work
 - d. Penalties and Bonuses
 - e. Deductions for liquidated damages
 - f. Deductions for re-inspection payments
 - g. Other adjustments
 - 3. Total Contract Sum, as adjusted.
 - 4. Previous payments.
 - 5. Adjustment in Contract Time.
 - 6. Sum remaining due.
- C. Engineer will prepare a final Change Order, reflecting approved adjustment to the Contract Sum, which were not previously made by Change Orders.

1.07 FINAL APPLICATION FOR PAYMENT

- A. Contractor shall submit the final Application for Payment in accordance with procedures and requirement stated in the General Conditions.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 02501 – CRACK SEALING

The work covered by this section consists of all labor, equipment, and materials necessary to clean and seal construction and random cracks in bituminous concrete pavements. Except as otherwise provided below, Crack Sealing shall include cleaning and preparing the surface and all other incidental work.

PART 1 - MATERIALS

All reference standards and specifications shall be the current issue or latest revision at the first date of tender advertisement. The Crack Sealer shall be an asphalt based product designed to fill cracks and joints in asphalt and shall have the ability to seal out water. The crack seal material and application should conform to the following specifications and standards, in addition to those set forth herein.

- ASTM D 6690: Standard Specifications for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements
- ASTM D 5329: Sealants and Fillers, Hot-Applied, for Joints and Cracks in Asphaltic and Portland Cement Concrete Pavements Cone Penetration and Softening Point
- ASTM D 36: Softening Point
- ASTM D 3111: Standard Test Method for Flexibility Determination of Hot-Melt Adhesives by Mandrel Bend Test Method
- ASTM D 113: Standard Test Method for Ductility of Bituminous Materials
- ASTM D 2669: Standard Test Method for Apparent Viscosity of Petroleum Waxes Compounded with Additives (Hot Melts)
- ASTM D 4: Standard Test Method for Bitumen Content

The Contractor shall submit to the Engineer the specifications sheets along with the manufacturer's suggested installation procedures of the type that is to be used.

The Contractor shall supply the Engineer with tickets showing the amount of gallons used for each road and the dates in which it was applied. Gallons used shall be verified with delivery of weight tickets for material.

PART 2 - PREPARATION OF CRACKS

- a. Debris Removal: All cracks shall be blown clean by high pressure air through use of an air compressor. The air compressor must be capable of furnishing not less than 150 cubic feet of air

per minute at not less than 90 lbs per square inch pressure at the nozzle. The compressor shall be equipped with traps that will maintain the compressed air free of oil and water.

All old material and other debris from the cracks must be removed from pavement surface immediately by means of power sweepers or hand brooms or air brooms.

- b. Vegetation: When cracks show evidence of vegetation, remove and sterilize by use of herbicide eliminating all vegetation, dirt, moisture and seeds.
- c. General: No Crack Sealing material shall be applied in wet cracks or where frost, snow or ice is present or when pavement temperature is below 40°F.

PART 3 - PREPARATION AND PLACEMENT OF SEALER

- a. Joint Sealing material shall be heated and applied at a temperature specified by the manufacturer. Minimum application temperature shall be 290°F. The kettle used to heat the Joint Sealing material shall be equipped with a satisfactory means of agitating the joint sealer, stirring with mechanically operated paddles and/or by a continuous circulating gear pump attached to the thermostatic control calibrated between 200°F and 550°F.
- b. Sealer shall be delivered to the pavement surface through a pressure hose line and applicator wand. The applicator shall be able to deliver variable width beads from 4 to 12 inches, dependent on the severity of the crack. The Sealant shall be installed in a manner that prevents the formation of voids and entrapped air. Several passes with the applicator wand may be necessary to obtain the specified Sealant depth from the pavement surface. Gravity methods or pouring pots should not be used to install the Sealant material.
- c. Cracks should be slightly under-filled to preclude tracking the material onto the pavement surface. For roads, streets and parking lots, which receive over-band sealing, the sealant should be maximum 1/16" above the surface and 2" maximum beyond edge of crack.
- d. Any excess or spilled Sealer shall be removed from the pavement by approved methods and discarded.
- e. When traffic requires immediate use of the roadway, a sand aggregate, Portland Cement or a de-tack type of material shall be broadcast over cracks in sufficient quantity to prevent sealer pickup.
- f. Cracks shall be checked frequently to ensure that the newly installed sealant is cured to a tack-free condition within 3 hours.

PART 4 – BASIS OF PAYMENT

Measurement for this bid unit shall be per gallon and shall be the actual number of gallons of Crack Sealant material applied to the pavement. Payments on per gallon basis and shall be complete payment for the entire item including furnishing, preparation and placing of materials, labor and equipment to be used on this project, including traffic control.

END OF SECTION

SECTION 02502 – MICROSURFACING

This work shall consist of furnishing and placing polymer-modified, emulsified asphalt Microsurfacing on an existing bituminous pavement, as directed by the Owner and in conformity with these specifications and ISSA A143. Except as otherwise provided below, Microsurfacing shall include cleaning and preparing the surface and all other incidental work.

PART 1 - MATERIALS

- a. Modified Asphalt Emulsion - The bituminous component of the Microsurfacing material shall consist of an asphalt emulsion modified with a polymeric material such as latex. The polymeric modifier shall be emulsified with the asphalt or blended into the asphalt cement stock prior to emulsification. The percent by weight of polymeric solids shall be not less than 3.0 percent of the residual asphalt cement in the emulsion. The asphalt emulsion, with modifier added, shall be subject to the standard tests and tolerances listed below. The Owner may, at its discretion, sample the asphalt emulsion at the project site and have it tested according to the following standard tests:

<u>Test</u>	<u>Criterion</u>	<u>Tolerances</u>
FM 1-T059 (AASHTO T 59)	Residue by distillation	62% minimum
FM 1-T053 (AASHTO T 53)	Softening point of residue	57 C (135 F) minimum
FM 1-T049 (AASHTO T 49)	Penetration of residue, 1/10 mm	40 minimum, 90 maximum

- b. Cement - Portland cement or hydrated lime shall be included in the mix in the proportions determined in the mix design.
- c. Aggregate types and properties - Mineral aggregate for Microsurfacing shall consist of processed dense limestone or dolomitic limestone having an apparent specific gravity not less than 2.65. A homogeneous blend of dense limestone and a silicate material may be used, provided that the dense limestone fraction comprises more than fifty percent of the total aggregate.

Mineral aggregate used for a Microsurfacing leveling course shall consist of granitic or other silicate rock, or a blend of two such materials.

Aggregates for Microsurfacing shall be black to charcoal gray in color. Aggregates shall meet the requirements for abrasion resistance (30% maximum abrasion loss) when tested according to AASHTO T96. Aggregates shall meet the requirements for soundness (25% by $MgSO_4$) when tested by AASHTO T104.

- d. Mix design - The mix design and its ingredients shall be subject to approval by the Owner, which reserves the right to reject the design and its ingredients either before or during placement operations on the basis of unsatisfactory material properties or performance, as the Owner may determine. The component materials shall be designed within the following limits:

<u>Component Material</u>	<u>Limits</u>
Residual Asphalt	5.5 – 10.5% by dry weight of aggregate
Mineral Filler	0.0 – 3.0% by dry weight of aggregate
Polymer Content	Minimum of 3.0% solids based on bitumen weight content
Additives	As needed
Water	As required to produce proper mix consistence

At least one week prior to beginning work under this contract, and whenever different materials and a different mix design are proposed, the Contractor shall furnish to the Owner a copy of the mix design, including test results indicating that the mixture and ingredients conform to these specifications, and a letter of certification from the supplier or the manufacturer of the emulsion attesting that the emulsion and the aggregate ingredients have been tested for compatibility and found to be satisfactory. Recommended tests and values are as follows:

<u>Test</u>	<u>ISSA TB No.</u>	<u>Specification</u>
Mix Time @ 77°F (25°C)	TB 113	Controllable to 120 seconds Minimum
Wet Cohesion	TB 139	
@ 30 Minutes Minimum (set)		12 kg-cm Minimum
@ 60 Minutes Minimum (traffic)		20 kg-cm or Near Spin Minimum
Wet Stripping	TB 114	Pass (90% Minimum)
Wet-Track Abrasion Loss	TB 100	
One-hour Soak		50 g/ft ² Maximum
Six-day Soak		75 g/ft ² Maximum
Lateral Displacement	TB 147	5% Maximum
Specific Gravity after 1,000 Cycles of 125 lb		2.10 Maximum
Excess Asphalt by LWT Sand Adhesion	TB 109	50 g/ft ² Maximum
Classification Compatibility	TB 144	11 Grade Points Minimum (AAA, BAA)

The Contractor shall not substitute other ingredients for those identified in the mix design but may submit a new mix design, aggregate sample, and letter of certification if a change of ingredients is contemplated. Prior to making any adjustment in ingredient proportions or other departure from the original formulation, the Contractor shall submit a revised mix design to the Owner in writing and shall obtain the Owner's approval of the proposed revision.

- e. Mix design criteria - The aggregate fraction of the mix shall conform the following gradation limits (to ISSA A143 (revised) February 2010). When tested in accordance with AASHTO T27 (ASTM C136) and AASHTO T11 (ASTM C117), the target (mix design) aggregate gradation (including the mineral filler) shall conform to:

<u>Sieve Size</u>	<u>Percent Passing</u>
3/8 "	100
#4	90-100
#8	65-90
#16	45-70
#30	30-50
#50	18-30
#100	10-21
#200	5-15

- f. Control of mixture - It shall be the Contractor's responsibility to maintain the mixture at the proper ingredient proportions. The content of residual asphalt cement, as a percent of the total mix weight, shall be maintained within 2.5 percent of the content specified in the mix design and shall not be less than 7.5 percent of the total mix weight in any case. Material that has been placed and is later found deficient in residual asphalt content or which is otherwise out of conformity with these specifications shall be removed and replaced with acceptable material. The CONTRACTOR may, with the approval of the Owner, elect to leave a rejected layer in place and to correct it by overlaying with new material at the Contractor's expense.
- g. Rate of application – the following rate of application shall be used.
- Single Microsurfacing: The mixture shall be applied at a target rate of 18 to 25 lbs per square yard. The average rate of spread shall be not less than 20 lbs per square yard.
 - Heavy Single Microsurfacing: The mixture shall be applied at a target rate of 25 to 30 lbs per square yard.
 - Double Microsurfacing: This process requires two application passes. The mixture shall be applied at a target rate of 28 to 32 lbs. per square yard. The average rate of spread shall be not less than 30 lbs per square yard.
- h. Testing – To account for aggregate bulking, it is the responsibility of the Contractor to check stockpile moisture content and to set the machine accordingly. The mixture and its ingredients shall be subject to testing at the Owner's discretion. Testing of the mixture and ingredients shall be performed by a licensed materials testing firm, qualified and equipped to test bituminous materials, which the Owner shall select. The Owner shall schedule and pay for all tests. When the test results indicate that the materials fail to comply with these specifications, the Owner

shall require due reimbursement from the Contractor for all expenses incurred by the Owner for those tests.

PART 2 - EQUIPMENT

The mixture ingredients shall be combined in a self-propelled Microsurfacing machine designed for this purpose and capable of accurately regulating the mixing proportions and delivering a continuous flow of mixture. The applicator truck shall be capable of applying the microsurfacing materials at a continuous line through the radius within a cul-de-sac. The ingredients shall be combined in a twin-shafted, multi-bladed mixing unit capable of producing a homogeneous mixture. The mixing unit shall be calibrated to deliver the mixture at a selected weight per unit of distance traveled, at the rates of application specified above. The mixture shall be spread by means of a spreader box equipped with a mechanical agitator. The spreader box shall produce a uniform texture, free of streaks, and the Contractor shall install and replace drags and squeegees as necessary to maintain this texture. A secondary strike-off shall be provided to improve surface texture. The secondary strike-off shall be adjustable to match the width of the spreader box and allow for varying pressures to control the surface texture.

PART 3 - PREPARATION AND PLACEMENT

- a. Microsurfacing shall be applied when the weather is not rainy and when the air temperature is at least 50°F. The placement operation may proceed when the existing surface is dry or slightly damp, but no material shall be applied when sheen of water is visible on the existing surface or when rain appears imminent.
- b. The Contractor shall remove and dispose of all raised pavement markings prior to beginning Microsurfacing activities. The Contractor must thoroughly clean the surface to be covered by means of brooming. The surface shall be inspected in advance of the placement operation to ensure that all foreign substances, vegetation, soil, and debris have been removed. No area shall be microsurfaced that has not been inspected by the County's inspector and approved for the work.
- c. The Contractor must securely cover and seal all manholes and must mask paved areas not included in the work, as necessary to form a neat border.
- d. No excess buildup, uncovered areas, or unsightly appearance shall be permitted on longitudinal or transverse joints. The contractor must provide suitable-width spreading equipment to produce a minimum number of longitudinal joints throughout the project. When possible, longitudinal joints must be placed on lane lines. Half passes and odd-width passes will be used only in minimum amounts. If half passes are used, they must not be the last pass of any paved area. A maximum of three (3) inches (76.2 mm) shall be allowed for overlap of longitudinal lane line joints. Also, the joint shall have no more than a one-fourth (1/4) inch (6.4 mm) difference in

elevation when measured by placing a ten (10) foot (3 m) straight edge over the joint and measuring the elevation drop-off.

- e. No streaks, such as those caused by oversized aggregate, shall be left in the finished surface. If excess streaking develops, the job will be stopped until the contractor proves to the County representative that the situation has been corrected. Excessive streaking is defined as more than four drag marks greater than one-half (1/2) inch wide and four inches (4) long, or one inch (1) wide and three (3) inches long, in any 29.9 sq yd area. No transverse ripples or longitudinal streaks of one-fourth (1/4) inch in depth will be permitted, when measured by placing a ten (10) foot straight edge over the surface. Prior to acceptance of the work, the Contractor shall have repaired and corrected all defective areas.

Any area which is found to be raveling, cracking, peeling off, or slipping under traffic shall be rejected. Rejected areas must have material removed and be promptly resurfaced by the Contractor with acceptable material at no expense to the County.

- f. When requested by the Owner, the Contractor shall roll the area with a pneumatic-tired roller following application of the new layer. If requested by the Owner, the Contractor shall, within two weeks following application of the new layer, apply a mechanical sweeper to remove loose particles from the new surface.
- g. The Contractor shall exercise due care to avoid damage or littering of property during this work. During placement or afterward the Contractor shall repair small areas damaged by oversize particles and by traffic and equipment. The Contractor shall make a second application at his own expense to correct any area that is deficient in layer thickness or is unacceptable because of damage or poor workmanship.
- h. Road shall not be open to traffic until rolling and blotting of the fresh mix has occurred.

PART 4 – BASIS OF PAYMENT

Measurement for this bid unit shall be per unit area, not including rejected and wasted material. Payment under this work item shall be complete payment for the entire item including furnishing, preparation and placing of materials, labor and equipment to be used on this project, including traffic control. The cost of removing existing thermoplastic markings and installation of temporary paint for traffic control shall be considered incidental to the work and shall not be paid for separately.

Measurement for Microsurfacing Leveling shall be per unit weight, not including rejected or wasted material.

END OF SECTION

SECTION 02503 – CHIP SEAL

This work shall consist of furnishing all labor, equipment, material, supplies, raised markers, signage, traffic control, and other incidentals necessary to provide an application of polymerized emulsified asphalt, cover coat aggregate, and a Fog Seal to an existing roadway surface.

PART 1 - MATERIALS

- a. Polymer Modified Emulsion - Cationic rapid set emulsified asphalt shall be an emulsified blend of asphalt, water, emulsifiers, and polymer. The emulsion shall contain a minimum of three percent (3.0%) SBR or SBS solids by weight of asphalt cement. The polymer emulsion shall conform to the following requirements:

<u>Test on Emulsion</u>	<u>Minimum</u>	<u>Maximum</u>
Viscosity, Saybolt Furol @122°F	100	400
Demulsibility, 35ml, 0.8 percent DSS,%	70	--
Sieve Test, %	--	0.1
Storage Stability	--	1.0
Residue by Distillation, 350°F max, %	65.0	--
Oil distillate, % by volume of emulsion	--	0.5
<u>Test on Residue from ASTM D 244 Low Temperature</u>		
Penetration, 77°F, 100g, 5 sec	90	150
Elastic Recovery, ASTM D 6084, method B, 77°F, 5cm/min, %	50	--
Softening Point, °F	125	--
Solubility in Trichloroethylene, %	97.0	--

The polymer dispersion shall be co-milled during the emulsification process such that a bicontinuous polymer-asphalt network is formed upon curing of the finished emulsion. The emulsion shall be pumpable and suitable for application through a distributor truck.

- b. Cover Coat Material (Chip Seal and/or Hot Chip Seal) - The chip or cover coat aggregate shall be washed, hard, durable, clean rock and free from coatings or deleterious material. All of the aggregate shall be crushed gray granite with 100% fractured faces. The aggregate shall have maximum loss of 20% when tested with the LA Abrasion procedure as defined by AASHTO T96.

The maximum amount of flat and elongated aggregate with a ratio of 3:1 shall not exceed 12% as determined by ASTM D4791. Only one source of aggregate shall be used and shall conform to the following gradations:

Cover Coat Aggregate Gradation (percent passing)

<u>Sieve Size</u>	<u>½" Chip</u>	<u>¾" Chip</u>	<u>¼" Chip</u>	<u>½" Hot Chip</u>	<u>¾" Hot Chip</u>
¾"	100	100	100	100	100
½"	95-100	100	100	90-100	100
¾"	0-60	95-100	100	60-92	100
¼"	0-10	0-35	95-100	N/A	25-60
No. 4	N/A	N/A	N/A	25-35	25-35
No. 8	0-3	0-3	0-3	15-25	15-25
No 200	0-1.2	0-1.2	0-1.2	3-8	3-8
Asphalt Content	N/A	N/A	N/A	5.0 – 5.5%	5.5 – 6.0%

An approved mix design shall be provided and approved.

PART 2 - EQUIPMENT

- a. Bituminous Distributor - The distributor shall be self-powered and capable of providing a uniform application rate of emulsion varying from .05-1.00 gallons per square yard over a variable width up to twenty feet in a single pass. The distributor shall be equipped with a variable power unit for the pump and full circulation spray bars, which are adjustable laterally and vertically. The nozzle angle and bar height shall be set to provide one hundred percent of double coverage in a single pass. Where multiple passes will be required to complete the full width, the four inches adjacent to the second pass may be left with fifty percent coverage so that the next pass will complete the full application rate specified. Distributor shall be self-powered and include a computerized application controls, a tachometer, pressure gauges, accurate volume devices, calibrated tank, and a thermometer for measuring temperatures of the emulsion in the tank.
- b. Aggregate Spreader - The aggregate spreader shall be self-propelled and supported by at least four tires on two axles capable of providing a uniform application rate of aggregate from five to fifty pounds per square yard over a variable width up to 20 feet in a single pass. The uniformity of this machine shall not vary by more than one pound per square yard. The aggregate spreader shall be equipped with the means of applying the cover coat material to the surface with computerized application controls so that the required amount of material will be deposited uniformly over the full width of the bituminous material. A computer rate controlled aggregate spreader shall be required.

- c. Rollers - Self-propelled pneumatic tired rollers shall be used on the project. The rubber tired rollers shall have a gross 3 load adjustable to apply 200 – 250 pounds per inch of rolling width. Tire pressure shall be specified for the pneumatic tire rollers and shall not vary more than plus or minus 5.0 psi. Depending on the speed of the Chip Seal operation and the width of coverage, additional rollers may be required. At no time shall the rollers travel more than 10 miles per hour.
- d. Sweepers - Vacuum designed sweepers having only negative air pressure at the road surface capable of removing excess aggregate and debris material shall be used on this project. The body hoppers of the vacuum sweepers shall be a minimum capacity of ten cubic yards, and the negative air pressure at the intake shall be rated at 46 inches of negative water pressure. Sweepers shall meet applicable U.S. Environmental Protection Agency Standards. No mechanical pick-up brooms will be allowed.

PART 3 - PREPARATION AND PLACEMENT

- a. The Chip Seal shall not be applied when the pavement is moist, or when the weather is or may be detrimental. Detrimental weather is defined as rain showers, cool temperatures, moist pavements, threat of rain showers, or other environmental factors which could affect the performance of the Chip Seal construction. No Chip Seal shall be applied if either the pavement or air temperature is below 55°F (10°C) and falling, but may be applied when both pavement and air temperatures are above 50°F (7°C) and rising.
- b. The Contractor shall be responsible for all measures required providing a thoroughly clean and dry pavement surface including vegetation removal and sweeping prior to the Chip Seal application. The Contractor shall remove and dispose of all raised pavement markings prior to beginning application.
- c. Manholes, valve boxes and thermo markings shall be covered with an approved material during the operation and shall be removed immediately after the street has been Chip Sealed and Fog Sealed. The Contractor is responsible for locating all exposed manholes, valve boxes and thermo markings prior to Chip Sealing.
- d. Any cracks ¼ inch wide or greater shall be crack sealed prior to application of the Chip Seal.
- e. Application of Bituminous Materials - The application of the emulsion shall be performed by means of a pressure distributor in a manner to achieve a uniform and continuous spread over the asphalt surface. The temperature of the emulsion shall be a minimum of 160° F. 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. Repairs shall be made immediately after deficiencies are noted and prior to the aggregate placement at all times during construction. The width of the emulsion application shall be no greater than the width of the aggregate spreader except where additional passes are required then the emulsion shall be four inches beyond the aggregate spread at a fifty percent application rate. At no time shall the emulsion be allowed to

break, chill, setup, harden, or otherwise impair the aggregate retention before the aggregate has been properly applied and rolled.

- f. Application of Cover Coat Aggregate - The aggregate shall be applied immediately following the emulsion application by the approved aggregate spreader. The Contractor, prior to start of work, shall calibrate the aggregate spreader to achieve the design application rate of the cover coat aggregate. Spreading shall be accomplished in such a manner that the tires of the trucks and aggregate spreader never contact the newly applied bituminous material. The width of the aggregate spreader shall be equal to the width of the emulsion spread, except where additional passes are required. Areas, which are deficient in aggregate, shall be covered immediately with additional material.
- g. Application of Hot Chip Seal Material – if specified, the Hot Chip Seal shall be applied within two weeks of the Chip Seal application and after the loose material has been swept up. The Hot Chip Seal material shall have a minimum temperature of 275°F. The Hot Chip Seal shall be applied over the entire Chip Seal surface and struck off to the established grade and proper elevation.
- h. The following minimum application rates should be used:

<u>Material</u>	<u>½" Chip Seal</u>	<u>3/8" Chip Seal</u>	<u>¼" Chip Seal</u>
Asphalt Emulsion	0.36-0.46 Gal/SY	0.34-0.40 Gal/SY	0.28-0.34 Gal/SY
Fog Seal	.12 Gal/SY Minimum	.11 Gal/SY Minimum	.10 Gal/SY Minimum
Cover Coat Aggregate	25 lbs/SY Minimum	23 lbs/SY Minimum	20 lbs/SY Minimum

The specific emulsion and cover aggregate application rate shall be determined using factors such as surface temperature, traffic volume, existing road condition and time of year. The Contractor may alter the application rate during the course of construction upon approval by the County.

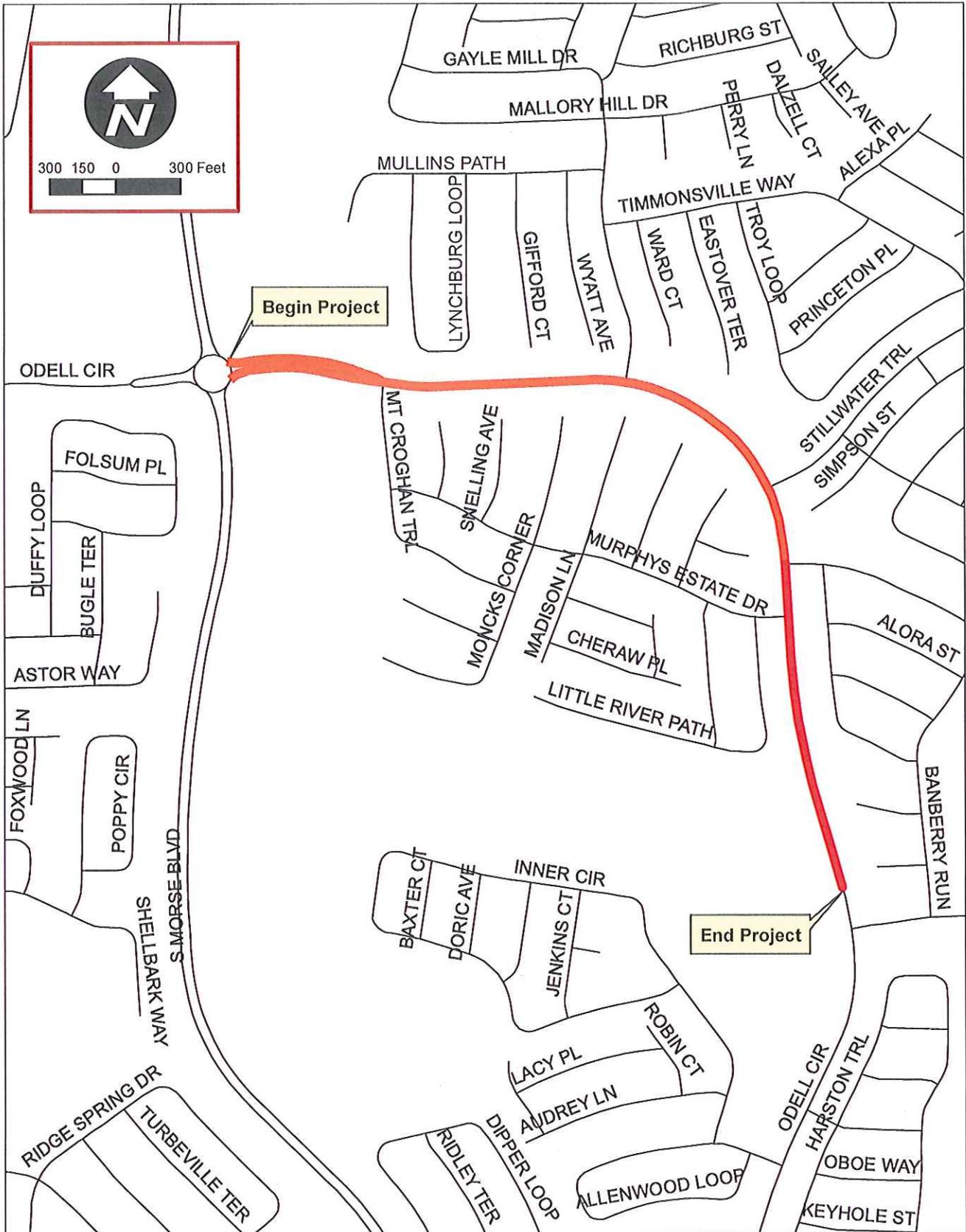
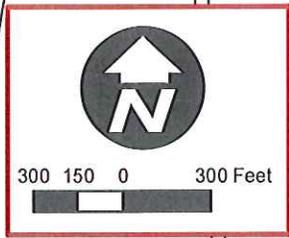
- i. The maximum thickness for the chip seal shall be 1-1/4".
- j. Initial chip seal rolling shall begin immediately after the application of cover coat aggregate. Rollers shall work in tandem and complete a minimum of three passes with a sufficient overlap. Should the rolling operation be delayed, the aggregate and emulsion spreading shall be halted until the operation regains proper sequencing and timing. The maximum speed of the rolling operations shall be 10 miles per hour.
- k. Hot Chip Seal Rolling shall begin immediately after application. A minimum of two steel wheel rollers making two or more passes shall be used. The surface shall be available to traffic within 15 minutes after the rolling has been completed.
- l. Within 24 hours of curing, excess aggregate shall be swept from the roadway and adjacent areas. After the initial sweeping an application of a Fog Seal shall be applied to all areas chip sealed. The Fog Seal should be the Chip Seal emulsion or equivalent, diluted to 40 percent with

water. The application rate shall vary between 0.10 and 0.13 gallons per square yard as deemed necessary by the Contractor and Engineer.

PART 4 – BASIS OF PAYMENT

Measurement for this bid unit shall be per unit area, not including rejected and wasted material. Payment under this work item shall be complete payment for the entire item including furnishing, preparation and placing of materials, labor and equipment to be used on this project. The cost of removing existing thermoplastic markings and installation of temporary paint for traffic control shall be considered incidental to the work and shall not be paid for separately.

END OF SECTION

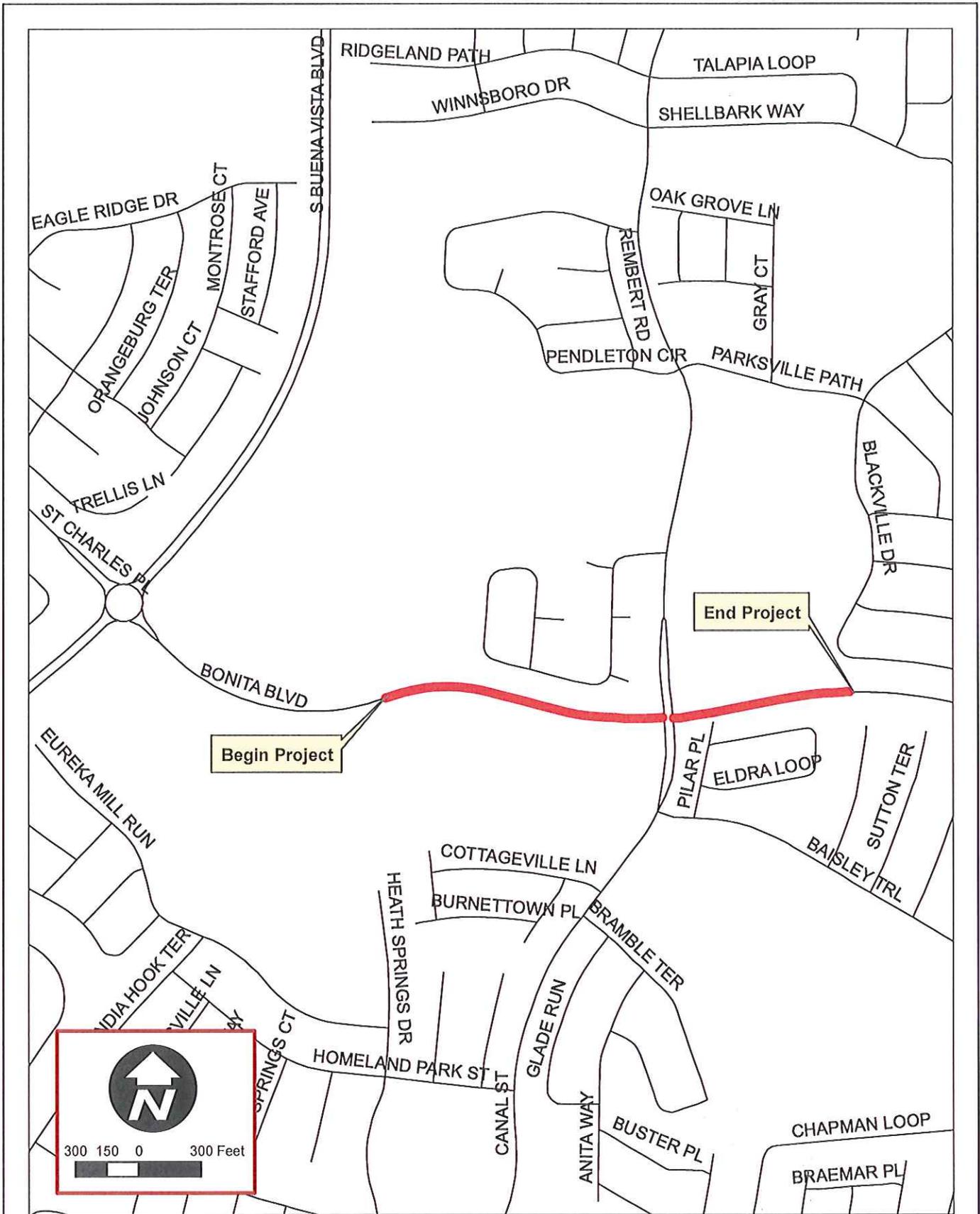


Begin Project

End Project

LOCATION 1 MAP - Odell Circle, from S Morse Blvd to 190-ft north of Corbett Drive

SCALE: AS NOTED	 Kimley-Horn and Associates, Inc. 2012 KIMLEY-HORN AND ASSOCIATES, INC. 1823 SE FORT KING STREET, SUITE 200, Ocala, FL 34471 PHONE: 352-438-3000 www.kimley-horn.com CA 00000696	DATE: October 2012	SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS	DESIGN ENGINEER: AMBER L GARTNER	SHEET 2
DESIGNED BY: ALG		PROJECT NO: 142109033		FLORIDA P.E. LICENSE NUMBER: 72294	
DRAWN BY: JPR					
CHECKED BY: RVB					



LOCATION 2 - Bonita Boulevard, 1200 ft E of Bonita Blvd to 850 ft E of Canal St

SCALE: AS NOTED
 DESIGNED BY: ALG
 DRAWN BY: JFR
 CHECKED BY: RVB



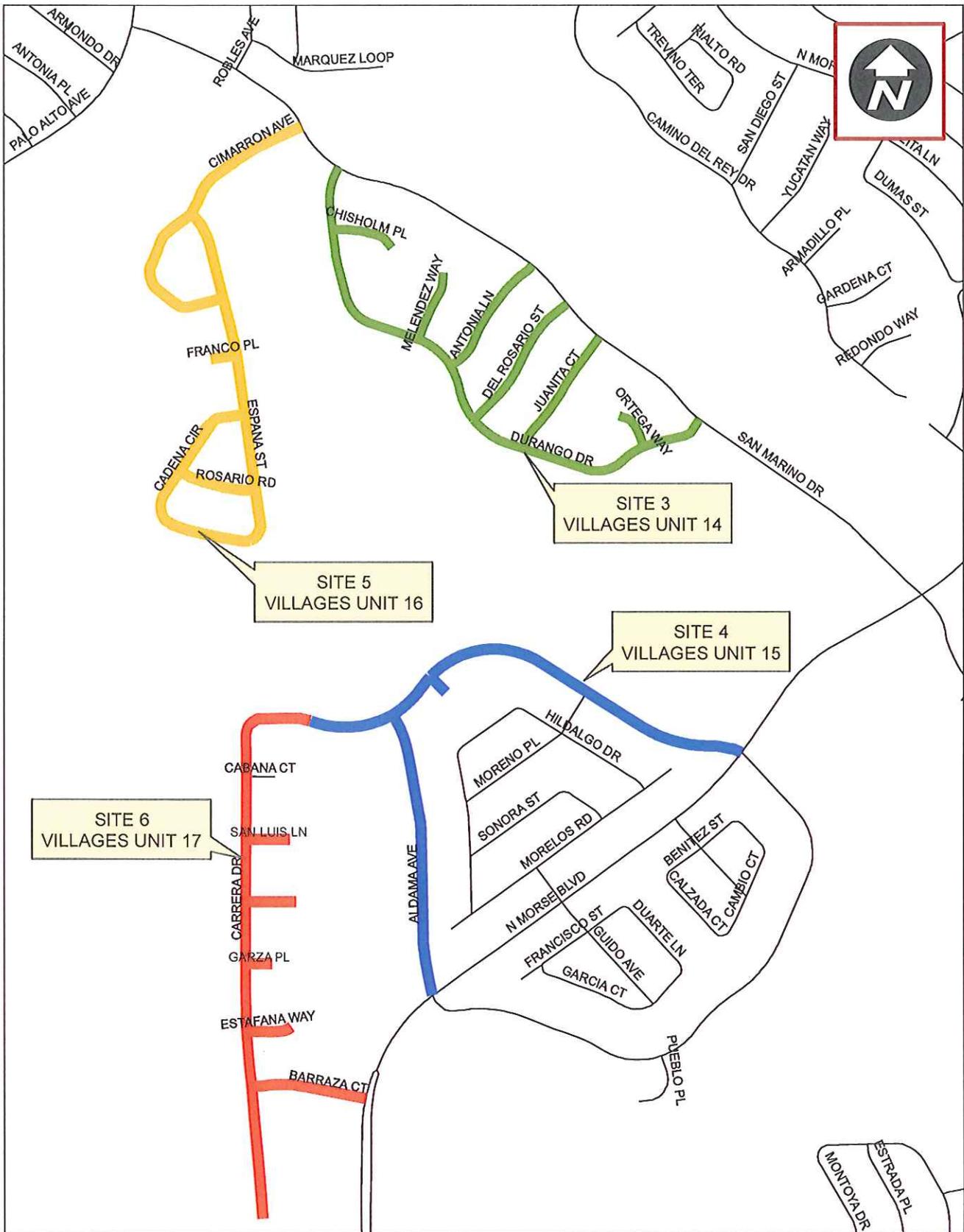
**Kimley-Horn
and Associates, Inc.**
 2012 KIMLEY-HORN AND ASSOCIATES, INC.
 1823 SE FORT KING STREET, SUITE 200, OCALA, FL 34471
 PHONE: 352-438-3000
 www.kimley-horn.com CA 00000696

DATE:
October 2012
 PROJECT NO:
142109053

**SUMTER COUNTY
BOARD OF COUNTY
COMMISSIONERS**

DESIGN ENGINEER:
AMBER L GARTNER
 FLORIDA P.E. LICENSE NUMBER:
72294
 DATE:

**SHEET
3**



SITES 3 - 6 : VILLAGES UNITS 14, 15, 16, 17

SCALE: AS NOTED
 DESIGNED BY: ALG
 DRAWN BY: ALG
 CHECKED BY: RVB

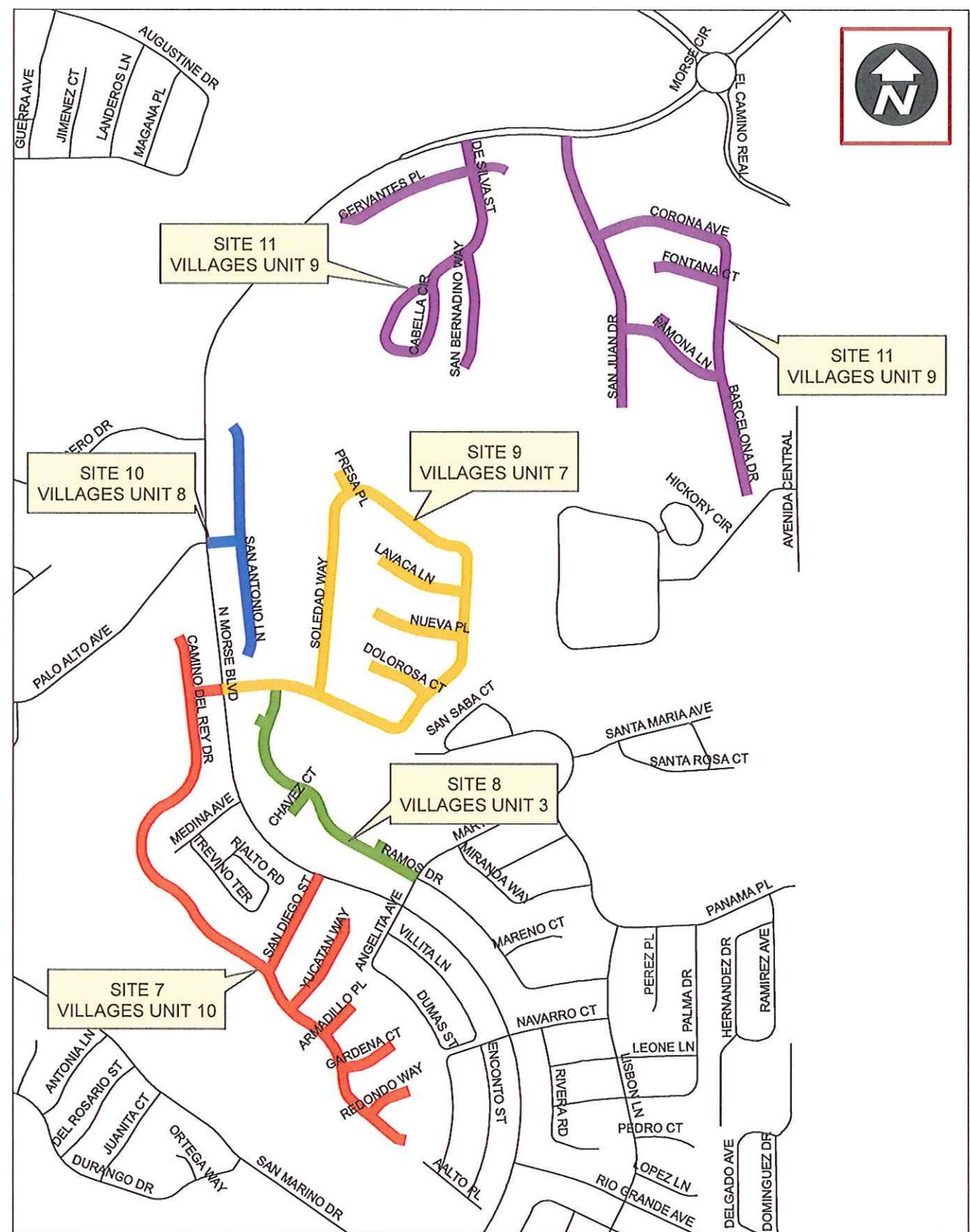
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DATE: October 2012
 PROJECT NO: 142109033

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS

DESIGN ENGINEER: AMBER L GARTNER
 FLORIDA P.E. LICENSE NUMBER: 72294
 DATE:

SHEET 4



SITE 11
VILLAGES UNIT 9

SITE 11
VILLAGES UNIT 9

SITE 10
VILLAGES UNIT 8

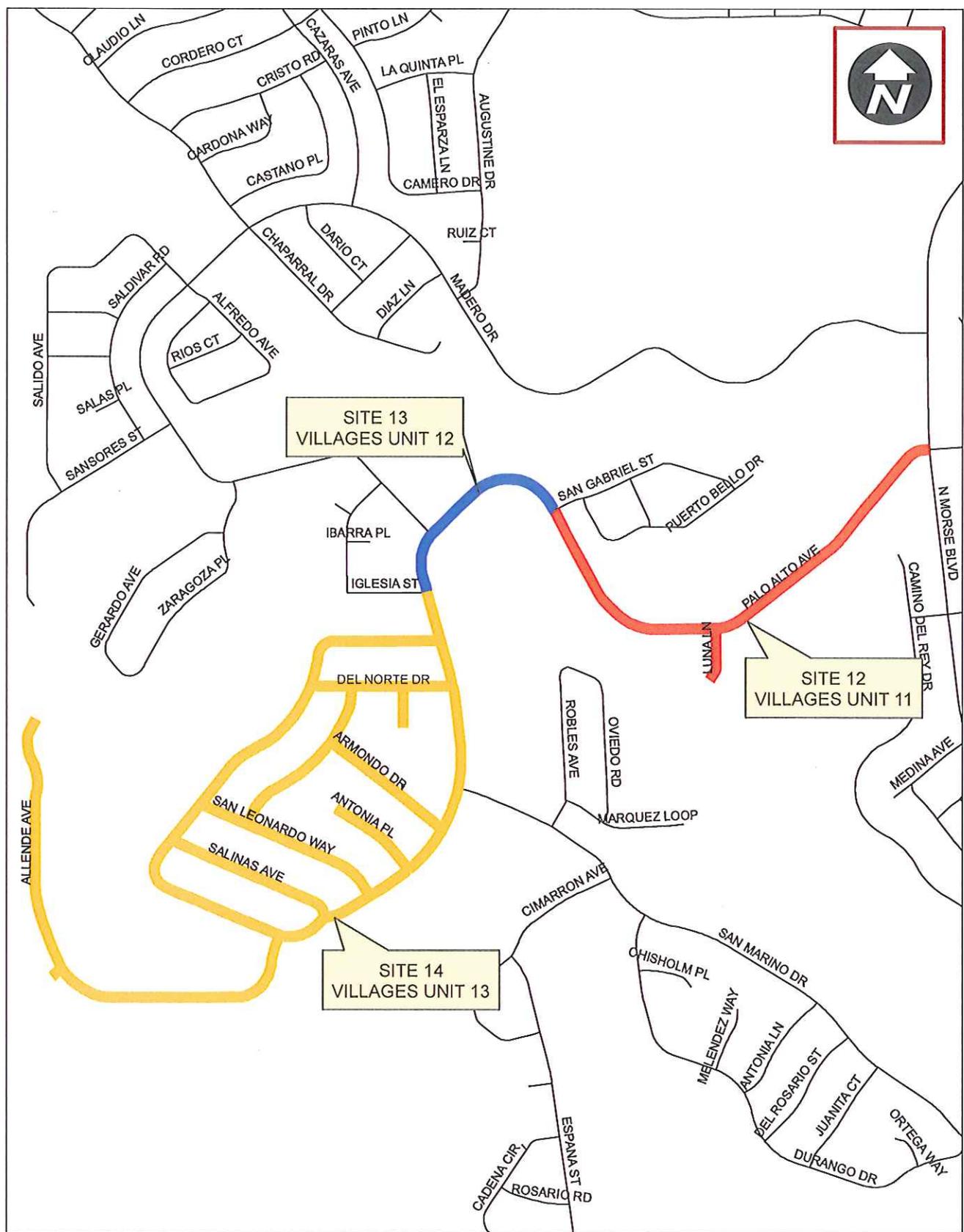
SITE 9
VILLAGES UNIT 7

SITE 8
VILLAGES UNIT 3

SITE 7
VILLAGES UNIT 10

SITES 7 - 11 : VILLAGES UNITS 3, 7, 8, 9, 10

SCALE: AS NOTED	 Kimley-Horn and Associates, Inc. 2012 KIMLEY-HORN AND ASSOCIATES, INC. 1823 SE FORT KING STREET, SUITE 200, OCALA, FL 34471 PHONE: 352-438-3000 www.kimley-horn.com CA: 00000695	DATE: October 2012	SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS	DESIGN ENGINEER: AMBER L. GARTNER	SHEET 5
DESIGNED BY: KHA		PROJECT NO: 142109033		FLORIDA P.E. LICENSE NUMBER: 72294	
DRAWN BY: ALG					
CHECKED BY: RVB					
				DATE:	



SITES 12 - 14 : VILLAGES UNITS 11, 12, 13

SCALE: AS NOTED DESIGNED BY: KHA DRAWN BY: ALG CHECKED BY: RVB	 Kimley-Horn and Associates, Inc. 2012 KIMLEY-HORN AND ASSOCIATES, INC. 1823 SE FORT KING STREET, SUITE 200, OCALA, FL 34471 PHONE: 352-438-3000 www.kimley-horn.com CA 00000696	DATE: October 2012 PROJECT NO: 142109033	SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS	DESIGN ENGINEER: AMBER L. GARTNER FLORIDA P.E. LICENSE NUMBER: 72294 DATE:	SHEET 6
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REQUEST FOR PROPOSALS

Notice is hereby given that the County Commissioners of Sumter County, Florida, will be receiving qualification packages for the following: "Request for Proposals for Sumter County 2013 Pavement Management - Preservation Program"

Information is available upon request by calling (352) 689-4435, by coming to the Financial Services Department, Suite 206, The Villages Sumter County Service Center, 7375 Powell Road, Wildwood, FL 34785, or by contacting Demand Star at 1-800-711-1712 or www.DemandStar.com.

All inquiries and questions regarding this project must be made only to the contact identified below and shall be made in writing by fax, e-mail, or mail:

Ms. Chris Morrison, Financial Services Specialist
Mailing Address: 7375 Powell Road, Suite 206
Wildwood, FL 34785
E-mail: Chris.Morrison@sumtercountyfl.gov
Fax: (352) 689-4436

The deadline for submission of questions relating to the RFP shall be, January 11, 2013 by 5:00 p.m. A copy of the RFP packet must be obtained in order to view the items being requested by Sumter County.

All packets are due by 11:30 a.m. on January 28, 2013 to 7375 Powell Road, Suite 200, Wildwood, FL 34785. Late submittals will be rejected and returned unopened to the Proposer. Packages must be firmly sealed in packaging that is clearly marked on the outside: "RFP 030-0-2012/AT for Sumter County 2013 Pavement Management – Preservation Program". Sealed RFP's must be mailed or delivered to Ms. Chris Morrison, at the above address.

Upon submission, all RFP's will become the property of the County, who has the right to use any or all ideas presented in any package submitted in response to this RFP, whether or not the RFP is accepted. Packages will be opened at 11:35 a.m. on January 28, 2013 in Room 110 of The Villages Sumter County Service Center, Wildwood, FL 34785. The Selection Committee will meet on January 31, 2013 at 11:00 a.m. in Room 110 of The Villages Sumter County Service Center. The Selection Committee's recommendation will be taken to the Sumter County Board of County Commissioners for a final decision on February 12, 2013.

BOARD OF SUMTER COUNTY COMMISSIONERS, SUMTER COUNTY, FLORIDA
PUBLISH 12/28/2012

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February 12, 2010.

BOARD OF SUMTER COUNTY
COMMISSIONERS, SUMTER
COUNTY, FLORIDA
#421396 December 28, 2012

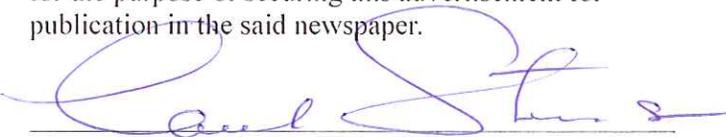
The VillagesSM
DAILY SUN

Published Daily
Lady Lake, Florida
State of Florida
County Of Lake

Before the undersigned authority personally appeared
CAROL STORMS

who on oath says that she is Legal Ad Coordinator of the DAILY SUN, a daily newspaper published at Lady Lake in Lake County, Florida with circulation in Lake, Sumter and Marion Counties; that the attached copy of advertisement, being a Legal Ad 421396 in the matter of **NOTICE OF REQUEST FOR PROPOSALS** was published in said newspaper in the issue(s) of **DECEMBER 28, 2012**

Affiant further says that the said Daily Sun is a newspaper published at Lady Lake in said Lake County, Florida, and that the said newspaper has heretofore been continuously published in said Lake County, Florida each week and has been entered as second class mail matter at the post office in Lady Lake, in said Lake County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisements; and affiant further says that he has neither paid nor promised any person, firm, or Corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.


(Signature Of Affiant)

Sworn to and subscribed before me this 28
day December 2012.


Robin Louise Baldeschwieler

Personally Known X or _____
Production Identification _____
Type of Identification Produced _____

Attach Notice Here



0100 Legal Notices

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SUMTER COUNTY BUDGET & PURCHASING DEPARTMENT

BID # RFP 030-00-2012/AT

BID NAME 2013 Pavement Management-Preservation Program

BROADCAST DATE 12/28/12

PREBID MEETING DATE — TIME — ROOM # —

LAST DATE FOR QUESTIONS 1/11/2013 @ 5 PM

PROPOSALS DUE DATE 1/28/13 TIME 11:30 AM Open @ 11:35 AM
Rm 110

SELECTION COMMITTEE MEETING DATE 1/31/13 TIME 11:00 AM ROOM # 110

DEPARTMENT Public Works CONTACT NAME Chris W. EXT —

ENGINEER/ARCHITECT KHA

PHONE NUMBER — FAX NUMBER —

AWARDED TO —

COMMENTS To Bocc on 2/12/13

FILENAME: N:\ADMIN\PURCHASING DEPT\BIDS & PROPOSALS # 030-0-2012/AT

Selection Committee:
Scott C.
Chris W.
Jackey J.

Addendums:

Copies:
1 original
1 electronic
3 copies.