Docusign Envelope ID: 8715D9BD-200A-4B29-9002-C40B2A639DD3

City of Jacksonville, Florida

Procurement Award Form (PAF)

Part 1 – Form Type: JPAC 126.204 (a) New Award, Renewals, Waive Technical Defects, Price Increases, NTE Increases.

Goods and/or Services: Countywide Asphalt Preservation and Rehabilitation

Requested Action and Justification:

Recommend approval to increase the award with Asphalt Paving Systems, Inc. by $3,756,868.91, which will include a CPI increase of 2.74 % as outlined in Section 3 Paragraph F and Section 31.21 of the bid specifications for the referenced contracts. This will allow the contractor to continue preserving and rehabilitating roadways in Jacksonville during FY27. Total revised expenditure not-to-exceed $11,009,523.40.

Funding will continue to be encumbered by individual releases against the POA dependent on funding, the appropriate account, and fiscal year. To be executed by formal contract amendment through the Office of General Counsel.

Supplier:	Asphalt Paving Systems, Inc.	**Basis of Award:**	LPTA	**BID Opening Date:**	09/05/2024

POA #:	71643-25	**PO #:**	N/A	**Change Order #:**	0
Solicitation #:	ITB 15937 24	**Contract #:**	71643-25	**Contract ADM #:**	2
Term:	3 years	**Options:**	1 - 2yr	**Options Used:**	0

Federally Funded:	No	**JSEB Rec:**	Participation
Licenses Verified:	Yes	**JSEB %:**	25
Bonds Required:	Yes	**Bonds Waived Pursuant To:**	N/A

Fund:	000000	**Center:**	000000	**Acct:**	000000	**Proj:**	00000000	**Activity:**	0000000000	$ 3,756,868.91
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$

New NTE/GMP:	$ 11,009,523.40	**Contingent Amt:**	$ 0.00	**DMP/ODPO Amt:**	$ 0.00

Using Agency/BU:	PWGM:R-O-W AND STORMWATER MAINTENANCE		
Concurrence:	Signed by: Carroll, James 7E5E565E613434A4...	**Title:**	CHIEF OF RIGHT OF WAY AND STORMWATER MAINTENANCE 5/27/2026
Concurrence:	Signed by: 1EFA223D5D23487...	**Title:**	DIRECTOR OF PUBLIC WORKS 5/28/2026
Concurrence:		**Title:**	
Concurrence:		**Title:**	

Initial DT
Initial DT

Procurement Analyst/Buyer:	Signed by: Pierce, Melissa 6FF435104847484...	**Chief of Procurement:**	Signed by: Robert Waremburg, for Dustin Freeman 5/27/2026 4812CA1D431247A...
Name:	Pierce, Melissa	**Name:**	Dustin L. Freeman

Part 2 – JPAC Action: All award actions subject to lawfully appropriated funds.		**Part 3 – Final Awarding Authority Action:**	
Members who approve:		**Action:**	
Members who disapprove:		**Signature:**	
Date:		**Date:**	

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PAF Instructions
Part 1 (using agency)

Form Type: This form will be used for both Administrative Awards and JPAC Requests. Select type from dropdown options.

Goods and/or Services: Enter a brief description of the types of goods and services included in the request.

Requested Action and Justification: Enter a brief description of the requested action or authority being sought. i.e.; *Request permission to award the lowest, responsive responsible bidder for an ITB or award the highest ranked supplier for an RFP.* This block should also be used for additional information such as additional 4th account strings, or other information essential for contract execution.

Supplier: Enter awarded supplier name**.** If multiple, include in "Requested Action and Justification" box.

Basis of Award: Select from Lowest Price Technical Acceptable (LPTA), Highest Price Technical Acceptable (HPTA) or N/A.

Bid Opening Date: The date bids were unsealed by Procurement.

POA #: This is your 1Cloud generated Agreement number. Select Type, Enter Number.

PO #: Enter the PO number or agreement release number.

Change Order #: Provide the applicable change order number represented by this request.

Solicitation #: Select Prefix type, Enter Number, and Year.

Contract #: This number should be the same as your POA number (unless procured prior to 2020)

Contract Amendment #: Provide the applicable amendment number represented by this request.

Term: Select the Period of Performance or Term for the initial period.

Options: Period of time for each renewal or option.

Options Used: Prior to this request, enter how many options were already used.

Federally Funded: Select yes or no from dropdown if Federal Funds will be used.

JSEB Rec: Select Encouragement or JSEB Set Aside Option.

JESB %: If JSEB Participation, enter the percentage.

Bonds Waived Pursuant to: Select option from Drop down.

Funding Sources: Fund/Center/Account/Project/Activity, all fields are required even if zeros.

New NTE/GMP: Enter the new total not to exceed amount. Note, this should match the contract maximum indebtedness, if applicable**.**

Contingent Amount: If your agency requests an allowance for unforeseen additional expenses, then specify the amount of your requested increase and new NTE that represents the contingency allowance. This is over and above any quote.

DMP/ODPO Account: Enter the Direct Materials Purchase/Owner Direct Purchase Order Account. Used mainly for CIP (Capital Improvement/Construction) Projects

Using Agency/BU: Select one from the dropdown list.

Concurrence: Using Agency internal routing requirements for Electronic Signatures (follow Proc Manual for threshold requirements)

Title: Title of person electronically signing form.

Attachments: Included any supplemental information to the Procurement Award Form. i.e.; *Scope of work, previous awards*.

**Any field where there is no data available, or no entry is required, either leave it blank or enter N/A. Any fields where there is known data, include for informational purposes. Any changes to an original award should contain the data that is being changed and any other relevant data required for JPAC review and approval.*

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ASPHALT PAVING SYSTEMS
8940 Gall Blvd. Zephyrhills, FL 33541
Phone (813) 788-0010 Fax (813) 788-0020

May 13th , 2026

Mr. James Carroll
City of Jacksonville
609 St. Johns Bluff Rd. N.
Jacksonville, Florida 32225

RE: Intent to Renew contract

Dear Mr. Carroll,

Asphalt Paving Systems, Inc. is pleased to issue our intent to renew and be fully committed to Contract Number: 71643-25, Bid Number: ITB-15937-24, City of Jacksonville Asphalt Preservation & Rehabilitation.

Asphalt Paving Systems, Inc. would like to renew with our allowable escalation as per section 31.21 of the specifications. This is done so using the change in consumer price index. I have attached a sheet showing the proposed increase in item pricing (2.74%).

Respectfully,

Robert Capoferri
President

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ITB-15937 Countywide Asphalt Pavement Preservation and Rehabilitation
Bid Proposal Form

Item #	Description	Est. Qty.	Unit	Unit Price	Extended Price
1	Microsurfacing (Single application)	25,000	SY	$4.39	$109,786.42
2	Microsurfacing (Double application)	170,000	SY	$7.27	$1,235,358.65
3	Microsurfacing (Heavy single application)	25,000	SY	$5.18	$129,391.14
4	Microsurfacing (Heavy double application)	25,000	SY	$7.84	$196,047.18
5	Microsurfacing (Rut filling)	5,000	SY	$3.14	$15,683.77
6	Tack Coat	10,000	SY	$0.52	$5,227.92
7	Asphalt Pavement Crack Sealing	10,000	GAL	$33.46	$334,587.19
8	Asphalt Pavement Rejuvenation	600,000	SY	$1.54	$922,205.95
9	Manhole Adjustment (includes MOT)	30	EA	$1,202.42	$36,072.68
10	Valve Box Adjust. 10 in. diameter or less (includes MOT)	10	EA	$784.19	$7,841.89
11	Curb Inlet Frame Adjustment (includes MOT)	5	EA	$125.47	$627.35
12	Stormwater Inlet Grate Adjustment (includes MOT)	5	EA	$125.47	$627.35
13	Vehicle Removal	10	EA	$209.12	$2,091.17
14	Police Officer Hours (per each including administrative fees)	100	HR	$88.87	$8,887.47
15	6" Skip Traffic Stripe, Yellow paint	2,000	LF	$1.52	$3,032.20
16	6” Solid Traffic Stripe, Yellow paint	5,000	LF	$1.52	$7,580.49
17	6” Skip Traffic Stripe, White paint	2,000	LF	$1.52	$3,032.20
18	6” Solid Traffic Stripe, White paint	1,000	LF	$1.52	$1,516.10
19	6" Painted Parking Lot Stripe, White	50	LF	$5.23	$261.40
20	6" Painted Parking Lot Strip, Blue	50	LF	$7.32	$365.95
21	Solid Traffic Stripe (12" Cross-Walk), White Paint	2,000	LF	$6.27	$12,547.02
22	18" Hatch Traffic Stripe, Yellow paint	200	LF	$6.27	$1,254.70
23	18" Hatch Traffic Stripe, White paint	200	LF	$6.27	$1,254.70
24	Solid Traffic Stripe (24" Stop Bar), White Paint	1,000	LF	$20.91	$20,911.70
25	Standard Right and Left Turn arrows, White paint	50	EA	$83.65	$4,182.34
26	Standard Pavement Message, White (per letter)	25	EA	$52.28	$1,306.98
27	Standard “R x R” lettering, White paint (Two R's and One X)	20	EA	$313.68	$6,273.51
28	Standard Handicap Symbol (Paint)	15	EA	$73.19	$1,097.86
29	Standard Bike Path Markings, Symbol with Arrow	20	EA	$94.10	$1,882.05
30	Standard Yield Symbol	50	EA	$94.10	$4,705.13
31	Standard Concrete Wheel Stops, new and install	25	EA	$90.18	$2,254.54
32	Standard Concrete Wheel Stops, remove and replace with same	25	EA	$96.19	$2,404.85
33	Standard Concrete Wheel Stops, remove, dispose and install new	25	EA	$114.23	$2,855.75
34	Retro-Reflective Pavement Marker - Amber / Amber	2,000	EA	$6.27	$12,547.02
35	Retro-Reflective Pavement Marker - Red / White	2,000	EA	$6.27	$12,547.02
36	Retro-Reflective Pavement Marker - Blue	150	EA	$28.23	$4,234.62

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ITB-15937 Countywide Asphalt Pavement Preservation and Rehabilitation
Bid Proposal Form

Item #	Description	Est. Qty.	Unit	Unit Price	Extended Price
	ADA ACCESSIBLE DETECTABLE WARNING SURFACE				
37	Install Mat (mat ONLY - no ramp reconstruction)	30	SF	$46.01	$1,380.17
38	Remove and Replace Mat only	25	EA	$64.83	$1,620.66
	RAMP RECONSTRUCTION TYPE (SEE EXHIBIT "C" IN SECTION 31)				
39	FDOT CR-A (includes placement of mat)	5	EA	$721.45	$3,607.27
40	FDOT CR-B (includes placement of mat)	5	EA	$721.45	$3,607.27
41	FDOT CR-C (includes placement of mat)	5	EA	$2,598.28	$12,991.39
42	FDOT CR-D (includes placement of mat)	10	EA	$1,082.18	$10,821.80
43	FDOT CR-E (includes placement of mat)	50	EA	$2,380.80	$119,039.85
44	FDOT CR-F (includes placement of mat)	100	EA	$2,525.09	$252,508.77
45	FDOT CR-G (includes placement of mat)	10	EA	$1,082.18	$10,821.80
46	FDOT CR-H (includes placement of mat)	10	EA	$1,082.18	$10,821.80
47	FDOT CR-K (includes placement of mat)	5	EA	$1,082.18	$5,410.90
48	FDOT CR-L (includes placement of mat)	40	EA	$2,380.80	$95,231.88
49	Grind Trip Hazard	200	LF	$6.01	$1,202.42
	MISCELLANEOUS ITEMS				
50	Remove and Replace 4" Sidewalk beyond Ramp Area (includes excavation)	500	SY	$79.46	$39,732.23
51	Remove and Replace 5" or 6" Sidewalk beyond Ramp Area (includes excavation)	300	SY	$48.10	$14,429.07
52	Concrete Removal (0" - 6" Thick)	300	SY	$7.32	$2,195.73
53	Remove and Replace Concrete Curb and Gutter beyond Ramp Area (includes excavation)	400	LF	$58.55	$23,421.10
54	Concrete Coping Wall, 6" Thick (over 0' to 1' high)	1,300	LF	$21.96	$28,544.47
55	Concrete Coping Wall, 6" Thick (over 1' to 2' high)	500	LF	$12.55	$6,273.51
56	Concrete Turn-down, 4" Thick (0" to 12" deep)	50	LF	$12.55	$627.35
57	Concrete Turn-down, 4" Thick (12"to 18" deep)	50	LF	$14.64	$731.91
58	Remove and Replace Asphalt Pavement beyond Ramp Area (includes excavation and sawcut), City Standard (Type S-1 or S-3)	100	SF	$14.64	$1,463.82
59	Replace Brick Pavers	33	EA	$28.23	$931.62
				TOTAL BID (ITEMS 1 - 59):	**$3,759,901.11**

Instructions:
Step 1. Enter the Unit Price for each line-item (it will automatically calculate the Extended Price).
Step 2. Enter the TOTAL BID amount in the "Lines" tab in 1Cloud.

Note: When entering the Unit Price, use only two digits past the decimal point. If more than two digits past the decimal point are entered, the rounded off number in the spreadsheet will be the official Unit Price.

FLORIDA DEPARTMENT of STATE DIVISION OF CORPORATIONS

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an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Foreign Profit Corporation
ASPHALT PAVING SYSTEMS, INC.

Filing Information

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Principal Address

500 N. EGG HARBOR RD.
HAMMONTON, NJ 08037

Mailing Address

P.O. BOX 530
HAMMONTON, NJ 08037

Registered Agent Name & Address

Capoferri, Robert, President
8940 Gall Blvd
Zephyrhills, FL 33540

Name Changed: 03/28/2016

Address Changed: 03/14/2023

Officer/Director Detail

Name & Address

Title PVPT

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

Title Secretary

MESSINA, KENNETH G
2555 WEYMOUTH ROAD
HAMMONTON, NJ 08037

Title Assistant Corporate Secretary

Whitson, Robert
8940 Gall Blvd
Zephyrhills, FL 33540

Annual Reports

Report Year	Filed Date
2024	02/09/2024
2025	01/20/2025
2026	01/27/2026

Document Images

01/27/2026 -- ANNUAL REPORT	View image in PDF format
01/20/2025 -- ANNUAL REPORT	View image in PDF format
02/09/2024 -- ANNUAL REPORT	View image in PDF format
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01/20/2022 -- ANNUAL REPORT	View image in PDF format
02/10/2021 -- ANNUAL REPORT	View image in PDF format
03/04/2020 -- ANNUAL REPORT	View image in PDF format
02/12/2019 -- ANNUAL REPORT	View image in PDF format
02/13/2018 -- ANNUAL REPORT	View image in PDF format
01/19/2017 -- ANNUAL REPORT	View image in PDF format
03/28/2016 -- AMENDED ANNUAL REPORT	View image in PDF format
01/30/2016 -- ANNUAL REPORT	View image in PDF format
05/11/2015 -- AMENDED ANNUAL REPORT	View image in PDF format
01/21/2015 -- ANNUAL REPORT	View image in PDF format
03/24/2014 -- ANNUAL REPORT	View image in PDF format
02/12/2013 -- ANNUAL REPORT	View image in PDF format
02/13/2012 -- ANNUAL REPORT	View image in PDF format
02/25/2011 -- ANNUAL REPORT	View image in PDF format
01/04/2011 -- ANNUAL REPORT	View image in PDF format
02/08/2010 -- ANNUAL REPORT	View image in PDF format
12/04/2009 -- Foreign Profit	View image in PDF format

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BASIS OF AWARD

The project may be awarded to the lowest responsive, responsible Bidder for the Total Base Bid contingent on the availability of funds within the project's approved budget. The City has the right to reject any or all bids if it is in the best interest of the City.

C. **REVISIONS OF BID PROPOSAL FORM**

Request for revision of the Bid Proposal Form must be made to the ENGINEER at least ten (10) days prior to date of opening of Bids. Revision of the Bid Proposal by the Bidder will void the Bid.

D. **CONTRACT EXPIRATION DATE**

The Contract expiration date shall be established 120 calendar days after the scheduled construction completion date in order to comply with Executive Order 2013-05.

E. **BID CHANGES** No changes in the amount of Bids appearing on the outside of Bids will be considered. Only the amounts shown on bidding documents inside the envelope will be considered. All changes, corrections and erasures must be initialed by the person signing the bid.

F. **CONSTRUCTION COMPLETION**

The intent of this contract is that the Contractor provides the **COUNTYWIDE ASPHALT PAVEMENT PRESERVATION AND REHABILITATION** services during the period of Fiscal Year 2025 (October 1, 2024 through September 30, 2025). The Contractor shall begin work within ten (10) calendar days, including Sundays and holidays, after issuance of a Blanket Order or Purchase Order from the City. No Blanket Orders or Purchase Orders will be issued under this Contract after September 30, 2025 unless the Contract is renewed. The active Contract will expire 120 days thereafter. All work started under a Blanket Order or Purchase Order shall be completed by the expiration date. By mutual agreement of both parties, provided funds are available, the Contract may be extended two (2) times for a period of one (1) year each. Each extension amendment of the contract will be amended prior to September 30th of the current contract fiscal year.

Based upon the agreement of all parties, the Contract Unit Prices may be adjusted one (1) time per fiscal year, after the initial contract term, based on the stated Consumer Price Index (CPI) for All Urban Consumers - South Region All Items, (Series CUURO300SAO), over the preceding twelve (12) months from the latter of the date of Contract Award or the date of the previously approved Contract Unit Price rate adjustments. The adjusted Contract Unit Prices will be calculated using the current Contract Unit Prices and adjusting them by the amount of the stated CPI.

G. **SUBMITTAL STATEMENT**

The undersigned Bidder certifies that this proposal is made in good faith, without collusion or connection with any other entity bidding on this work.

The undersigned Bidder has examined and read (cover to cover) all Drawings, Specifications, General and Special Conditions, and other Contract Documents, and all Addenda thereto; and is acquainted with and fully understands the extent and character of the work covered by this Proposal and the specified requirements, for the proposed work.

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of any material to the satisfaction of the ENGINEER. If, after sand is swept and in the opinion of the ENGINEER, a hazardous condition exists on the roadway, the contractor must apply additional sand and sweep same no later than 24 hours following reapplication. No additional compensation will be allowed for reapplications and removal of sand.

31.20.5 BASIS OF PAYMENT

This work shall be paid for by the square yard of area to which the rejuvenating agent has been applied, completed in place, ready for traffic, at the respective Unit Prices established in the Proposal for the work specified herein. Such payment shall include the cost of preparing the surface and all other materials and effort to result in properly applied asphalt rejuvenating agent. There will be no separate payment for mobilization or maintenance of traffic.

31.21 ESCALATION / DE-ESCALATION:

All pricing shall remain firm for the initial period. Upon renewal (if applicable), a supplier may submit in writing a request for price escalation / de-escalation for the percentage of change as listed in the Consumer Pricing Index (CPI) and / or documentation notifying of an industry wide increase. The CITY reserves the right to decline any price increase request.

31.22 SCHEDULING:

Construction operations for this contract shall be scheduled through the ENGINEER under contract with the CITY. It is the CONTRACTOR's responsibility to coordinate with and receive approval from the ENGINEER prior to the performance of any work under these contract documents.

If, in the judgment of the ENGINEER, performance of work under traffic may constitute a substantial safety problem, the ENGINEER shall have the authority to dictate working hours.

The CONTRACTOR shall begin work within 10 days after the notice to proceed (NTP) is given. A NTP memo releasing streets for paving will be issued by the ENGINEER. When multiple NTPs are issued, the CONTRACTOR is expected to diligently pursue all work, which has been authorized, until it is completed to the satisfaction of the ENGINEER.

Once a NTP is issued, the CONTRACTOR will provide the CITY a proposed written two-week work schedule, indicating when the required work will be performed at each location. The schedule will demonstrate a micro-surfacing production of a minimum of $10,000 per working day. An updated two-week schedule will be submitted to the ENGINEER every Thursday.

31.23 METHOD OF PAYMENT:

Purchase orders are the main instrument authorizing individual project work under this contract. Purchase orders may be issued at any time during the term of this CONTRACT,

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COUNTYWIDE ASPHALT PAVEMENT PRESERVATION AND REHABILITATION

DUVAL COUNTY

Asphalt Paving Systems

+2.74%

Item No.	DESCRIPTION	UNIT	FY 25-26 Unit Price	FY 26-27 Unit Price
1	Microsurfacing (Single application)	SY	$4.27	$4.39
2	Microsurfacing (Double application	SY	$7.07	$7.26
3	Microsurfacing (Heavy single application)	SY	$5.04	$5.18
4	Microsurfacing (Heavy double application)	SY	$7.63	$7.84
5	Microsurfacing (Rut filling)	SY	$3.05	$3.13
6	Tack Coat	SY	$0.51	$0.52
7	Asphalt Pavement Crack Sealing	GAL	$32.57	$33.46
8	Asphalt Pavement Rejuvenation	SY	$1.50	$1.54
9	Manhole Adjustment (includes MOT)	EA	$1,170.36	$1,202.43
10	Valve Box Adjust. 10 in. diameter or less (includes MOT)	EA	$763.28	$784.19
11	Curb Inlet Frame Adjustment (includes MOT)	EA	$122.12	$125.47
12	Stormwater Inlet Grate Adjustment (includes MOT)	EA	$122.12	$125.47
13	Vehicle Removal	EA	$203.54	$209.12
14	Police Officer Hours (per each including administrative fees)	HR	$86.50	$88.87
15	6" Skip Traffic Stripe, Yellow paint	LF	$1.48	$1.52
16	6” Solid Traffic Stripe, Yellow paint	LF	$1.48	$1.52
17	6” Skip Traffic Stripe, White paint	LF	$1.48	$1.52
18	6” Solid Traffic Stripe, White paint	LF	$1.48	$1.52
19	6" Painted Parking Lot Stripe, White	LF	$5.09	$5.23
20	6" Painted Parking Lot Strip, Blue	LF	$7.12	$7.32
21	Solid Traffic Stripe (12" Cross-Walk), White Paint	LF	$6.11	$6.28
22	18" Hatch Traffic Stripe, Yellow paint	LF	$6.11	$6.28
23	18" Hatch Traffic Stripe, White paint	LF	$6.11	$6.28
24	Solid Traffic Stripe (24" Stop Bar), White Paint	LF	$20.35	$20.91
25	Standard Right and Left Turn arrows, White paint	EA	$81.42	$83.65

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Item No.	DESCRIPTION	UNIT	FY 25-26 Unit Price	FY 26-27 Unit Price
26	Standard Pavement Message, White (per letter)	EA	$50.89	$52.28
27	Standard “R x R” lettering, White paint (Two R's and One X)	EA	$305.31	$313.68
28	Standard Handicap Symbol (Paint)	EA	$71.24	$73.19
29	Standard Bike Path Markings, Symbol with Arrow	EA	$91.59	$94.10
30	Standard Yield Symbol	EA	$91.59	$94.10
31	Standard Concrete Wheel Stops, new and install	EA	$87.78	$90.19
32	Standard Concrete Wheel Stops, remove and replace with same	EA	$93.63	$96.20
33	Standard Concrete Wheel Stops, remove, dispose and install new	EA	$111.18	$114.23
34	Retro-Reflective Pavement Marker - Amber / Amber	EA	$6.11	$6.28
35	Retro-Reflective Pavement Marker - Red / White	EA	$6.11	$6.28
36	Retro-Reflective Pavement Marker - Blue	EA	$27.48	$28.23
	ADA ACCESSIBLE DETECTABLE WARNING SURFACE			
37	Install Mat (mat ONLY - no ramp reconstruction)	SF	$44.78	$46.01
38	Remove and Replace Mat only	EA	$63.10	$64.83
	RAMP RECONSTRUCTION TYPE – See Exhibit C in Section 31			
39	FDOT CR-A (includes placement of mat)	EA	$702.21	$721.45
40	FDOT CR-B (includes placement of mat)	EA	$702.21	$721.45
41	FDOT CR-C (includes placement of mat)	EA	$2,528.98	$2,598.27
42	FDOT CR-D (includes placement of mat)	EA	$1,053.32	$1,082.18
43	FDOT CR-E (includes placement of mat)	EA	$2,317.30	$2,380.79
44	FDOT CR-F (includes placement of mat)	EA	$2,457.75	$2,525.09
45	FDOT CR-G (includes placement of mat)	EA	$1,053.32	$1,082.18
46	FDOT CR-H (includes placement of mat)	EA	$1,053.32	$1,082.18
47	FDOT CR-K (includes placement of mat)	EA	$1,053.32	$1,082.18
48	FDOT CR-L (includes placement of mat)	EA	$2,317.30	$2,380.79
49	Grind Trip Hazard	LF	$5.85	$6.01
	MISCELLANEOUS ITEMS			

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Item No.	DESCRIPTION	UNIT	FY 25-26 Unit Price	FY 26-27 Unit Price
50	Remove and Replace 4" Sidewalk beyond Ramp Area (includes excavation)	SY	$77.35	$79.47
51	Remove and Replace 5" or 6" Sidewalk beyond Ramp Area (includes excavation)	SY	$46.81	$48.09
52	Concrete Removal (0" - 6" Thick)	SY	$7.12	$7.32
53	Remove and Replace Concrete Curb and Gutter beyond Ramp Area (includes excavation)	LF	$56.99	$58.55
54	Concrete Coping Wall, 6" Thick (over 0' to 1' high)	LF	$21.37	$21.96
55	Concrete Coping Wall, 6" Thick (over 1' to 2' high)	LF	$12.21	$12.54
56	Concrete Turn-down, 4" Thick (0" to 12" deep)	LF	$12.21	$12.54
57	Concrete Turn-down, 4" Thick (12"to 18" deep)	LF	$14.25	$14.64
58	Remove and Replace Asphalt Pavement beyond Ramp Area (includes excavation and sawcut), City Standard (Type S-1 or S-3)	SF	$14.25	$14.64
59	Replace Brick Pavers	EA	$27.48	$28.23

Docusign Envelope ID: 8715D9BD-200A-4B29-9002-C40B2A639DD3

FIRST AMENDMENT TO CONTRACT BETWEEN CITY OF JACKSONVILLE AND ASPHALT PAVING SYSTEMS, INC. FOR COUNTYWIDE ASPHALT PAVEMENT PRESERVATION AND REHABILITATION

THIS FIRST AMENDMENT to Contract for countywide asphalt pavement preservation and rehabilitation is executed as of this 5th day of December, 2025, by and between the **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the Constitution and laws of the State of Florida (hereinafter the "Owner" or the "City"), and **ASPHALT PAVING SYSTEMS, INC.**, a foreign profit corporation with principal office at 500 North Egg Harbor Road, Hammonton, New Jersey 08037, and a Florida office at 9021 Wire Road, Zephyr Hills, Florida 33540 (hereinafter the "Contractor").

RECITALS:

WHEREAS, on February 28, 2025, City and Contractor made and entered into City of Jacksonville Contract No. 71643-25 for countywide asphalt pavement preservation and rehabilitation (the "Contract"); and

WHEREAS, said Contract has not been amended previously; and

WHEREAS, said Contract should be amended by providing additional funding in the amount of $3,656,675.99, which includes a CPI increase of 1.77%, thereby increasing the maximum indebtedness by $3,656,675.99 to a new total maximum indebtedness not to exceed $7,252,654.49, with all other provisions, terms, and conditions of said Contract remaining unchanged; and

WHEREAS, the Jacksonville Procurement Awards Committee and Mayor authorized such changes to the Contract in an Award dated August 21, 2025 (the "JPAC Award").

NOW THEREFORE, in consideration of the premises and mutual covenants contained below and of other good and valuable consideration acknowledged by the parties to be sufficient, the parties agree to amend said Contract as follows:

1. **Incorporation of Recitals**. The above-stated recitals are accurate, true, and correct and are incorporated herein and made a part hereof by this reference.

2. **Amendment to Section 2**. Section 2 of said Contract is amended by providing additional funding in the amount of $3,656,675.99, which includes a CPI increase of 1.77%,

Docusign Envelope ID: 8715D9BD-200A-4B29-9002-C40B2A639DD3

thereby increasing the maximum indebtedness by $3,656,675.99 to a new total maximum indebtedness not to exceed $7,252,654.49, and as amended shall read as follows:

"2. The Contractor will at its own cost and expense do the work required to be done and furnish the materials required to be furnished on said Project in accordance with plans and specifications prepared by Eisman & Russo Consulting Engineers, Inc. for the Right-of-Way and Stormwater Maintenance Division of the City of Jacksonville's Department of Public Works, bid number ITB-15937-24, bid date September 5, 2024, designated as *Specifications for Countywide Asphalt Pavement Preservation and Rehabilitation*, and strictly in accordance with the advertisement calling for bids, plans, specifications, blueprints, addenda, requirements of the City of Jacksonville, proposal of the said Contractor, and award therefor (hereinafter collectively the "Contract Documents") now on file in the Office of the Chief of the Procurement Division of the City of Jacksonville, all of which are by this reference specifically made a part hereof to the same extent as if fully set out herein, for a total amount not to exceed **SEVEN MILLION TWO HUNDRED FIFTY-TWO THOUSAND SIX HUNDRED FIFTY-FOUR AND 49/100 USD ($7,252,654.49)**, at and for the prices and on the terms contained in the Contract Documents; provided however, the above-stated amount will not be encumbered by this Contract. Instead, it will be encumbered in whole or in part by subsequently issued purchase orders. Such purchase orders shall be binding upon the parties hereto and must incorporate the provisions of this Contract. All funds control checking shall be made and performed at the time such purchase orders are issued."

3. **Ratification; Entire Agreement**. The provisions of the Contract remain in full force and effect except as expressly provided in this First Amendment. This First Amendment constitutes the entire understanding between the parties with respect to the subject matter of this First Amendment and supersedes all other agreements, whether written or oral, between the parties with respect to the subject matter of this First Amendment.

4. **Counterparts**. This First Amendment may be executed electronically and in several counterparts, each of which will be deemed an original and all of which will constitute one instrument.

SAVE AND EXCEPT as expressly amended in and by this instrument, the provisions, terms, and conditions of said Contract shall remain unchanged and shall continue in full force and effect.

[Remainder of page left blank intentionally. Signature page follows immediately.]

Docusign Envelope ID: 8715D9BD-200A-4B29-9002-C40B2A639DD3

IN WITNESS WHEREOF, the parties hereto have duly executed this First Amendment to Contract in duplicate the day and year first above written.

ATTEST:

By _____
James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE, FLORIDA

By _____
Donna Deegan, Mayor

OWNER Kelli O'Leary
Deputy Chief Administrative Officer
For: Mayor Donna Deegan
Under Authority Of:
Executive Order No: 2023-04

WITNESS:

_____
Signature

_____
Type/Print Name

_____
Title

ASPHALT PAVING SYSTEMS, INC.

_____
Signature

Robert Capoferri
Type/Print Name

President
Title

CONTRACTOR

Form Approved:

_____
Assistant General Counsel

GC-#1722276-v1-Asphalt_Paving_71643-25_Amd#1_Countywide.docx

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Encumbrance and funding information for internal City use:

Maximum Indebtedness: $7,252,654.49

1Cloud Account for Certification of Funds Amount

1Cloud Account for Certification of Funds	**Amount**
	$3,656,675.99

The above stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the contract. It shall be encumbered by one or more subsequently issued purchase orders that must reference the contract. All financial examinations and funds control checking will be made at the time such purchase orders are issued.

In accordance with Section 24.103(e), Ordinance Code, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the financial obligations in the foregoing contract; provided, however, this certification is not, nor shall it be interpreted as, an encumbrance of funding under the contract and it is subject to future appropriations. Actual encumbrances shall be made by subsequent purchase orders as specified in the contract.

Chris Cillo for Anna Brosche

Director of Finance
City Contract No. 71643-25, First Amendment

Docusign Envelope ID: 8715D9BD-200A-4B29-9002-C40B2A639DD3

City of Jacksonville, Florida
Procurement Award Form (PAF)

Part 1: Form Type JPAC Award Request and Administrative Details

Goods and/or Services: Countywide Asphalt Pavement Preservation and Rehabilitation ITB-15937-24

Requested Action/Authority:

Recommend approval of award to Asphalt Paving Systems, Inc. as the sole responsive, responsible bidder in the not-to-exceed amount of $3,595,978.50 for the initial three-year term. Period of service will be from the date of executed contract through September 30, 2027 with one (1), two- year renewal option.

Justification/Explanation:

Asphalt Paving Systems, Inc. was the only bidder for the referenced solicitation, and although they do not meet the JSEB specifications as described in the Bid Specs, Procurement has received EBO concurrence (attached). Funding will be encumbered by individual releases against the POA, dependent on funding, the appropriate account and fiscal year.

Legal Contract #:	TBD	Contract Date:		Change Order/AMD #:	N/A	
PO/Release #:	N/A	Bid Date:	09/05/2024	Awarded Supplier:	Asphalt Paving Systems, Inc.	
Licenses Verified:	Yes	Effective Date:	11/14/2024	Basis of Award:	LPTA	
Federally Funded:	No	No. Invited:	134	Responses Received:	1	Attachments:
Solicitation:	ITB - 15937 - 24			Procurement Contract #:	POA - TBD	
Executed By:	Office of General Counsel					

PoP:Base:	3 years	Options:	One (1) two-year renewal	Extension(s):	N/A
JSEB Rec.:	Participation	%:	25	Bonds Waived Pursuant To:	N/A

Fund:	000000	Center:	000000	Acct:	000000	Proj:	000000	Activity:	0000000000	$	3,595,978.50
Fund:		Center:		Acct:		Proj:		Activity:		$	
Fund:		Center:		Acct:		Proj:		Activity:		$	

New NTE/GMP:	$ 3,595,978.50	Contingent Amount:	$ 0.00	DMP/ODPO Amount:	$ 0.00

Using Agency/BU:	PWGM:R-O-W_AND_STORMWATER_MAINTENANCE			
Initial DT Concurrence:	Signed by: Carroll, James 6CE565F613434A4...	Title:	CHIEF OF RIGHT OF WAY AND STORMWATER MAINTENANCE	10/30/2024
Initial DT Concurrence:	DocuSigned by: Nina Sicka 1EFA223D5D23487...	Title:	DIRECTOR OF PUBLIC WORKS	11/6/2024
Concurrence:		Title:		
Concurrence:		Title:		

Procurement Analyst/Buyer:	Signed by: David Klages 2E820995264D4AE...	Chief of Procurement:	DocuSigned by: B19F1D517352456... 11/7/2024
Name:	David Klages	Name:	Dustin L. Freeman

Part 2: JPAC Actions on Above Requests/Recommendations
All Award Actions Subject to Lawfully Appropriated Funds

Members Who Approve:	3
Members Who Disapprove:	0
Other Action:	N/A

Date: 11/14/2024

Part 3: Final Awarding Authority Action

Action: Approved

Date: 11/14/2024

Signature: DocuSigned by: Karen Bowling 1C34E12155624B1...

DS
Karen Bowling
Chief Administrative Officer
For: Mayor Donna Deegan
Under Authority Of:
Executive Order No: 2023-02

Docusign Envelope ID: 8715D9BD-200A-4B29-9002-C40B2A639DD3

PAF Instructions

Form Type: Select the type of award from the dropdown options. This form will be used for all Procurement awards (Administrative Awards and JPAC Requests).

Goods and/or Services: Enter a brief description of the types of goods and services included in the request.

Requested Action/Authority: Enter a brief description of the requested action or authority being sought. i.e.; *request permission to award to the lowest, responsive responsible bidder for ITB or award the highest ranked supplier for an RFP*.

Justification/Explanation: Enter a brief justification or explanation for the requested action. Use this box to add any additional information such as additional account strings, or other information essential for contract execution.

Legal Contract Number: Provide the existing City contract number if applicable. This will be the same number as your POA number.

Contract Date: Select the effective date for the contract using the calendar option in the form. Leave blank for contracts to become effective on the execution date.

Change Order/AMD #: Provide the applicable Change Order or Amendment number represented by this request.

Date: Enter the date of PAF submission.

Effective Date: Enter the effective date of requested authority and/or action.

Solicitation: Select the competitive procurement method used (1Cloud generated prefix), enter the 1Cloud generated numbering sequence, and 1Cloud generated fiscal year of solicitation

Basis of Award: Select from Lowest Price Technical Acceptable (LPTA), Highest Price Technical Acceptable (HPTA),

Procurement Contract #: This is your PO number. Select Type, Enter Number

PO/Release Number: Enter PO Release Number

Awarded Supplier: Enter Awarded Supplier Name

Federally Funded: Select yes or no from dropdown if Federal Funds will be used.

Responses Received: This is the number of responses received.

No Bids Received: The number of responses received that indicated supplier would not bid.

Executed By: Select whether executed by OGC or JPAC / Chief of Procurement

PoP Base: Select the Period of Performance for the initial period.

Options: Period for each renewal period i.e. one (1) two (2) year.

Docusign Envelope ID: 8715D9BD-200A-4B29-9002-C40B2A639DD3

Extensions: How many extensions have we preformed after the initial base period and option periods have been completed?

JSEB Goal: Select the percentage established by JSEB.

JESB Other: Select Encouragement or Set Aside Option

Bonds Waived Pursuant to: Select authority allowing bonds to be waived.

Funding Source: Fund/Center/Account/Project/Activity, all fields are required even if zeros.

New NTE/GMP: Enter the new total not to exceed the amount. Note, this should match the contract maximum indebtedness, if applicable**.**

Contingent Amount: If your agency requests an allowance for unforeseen additional expenses, then specify the amount of your requested increase and new NTE that represents the contingency allowance. This is over and above any quote.

DMP/ODPO Amount: Enter the total Direct Materials Purchase/Owner Direct Purchase Order amount for project.

Attachments: Name any attachments included as supplemental information to the PAF.

Using Agency/BU: This should be the requesting agency/requirement owner.

Concurrence: Electronic Signature

Title: Enter the title of person electronically signing form.

**Any fields where there is no data available, or no entry is required, either leave it blank or enter N/A. Any fields where there is known data, include for informational purposes. Any changes to an original award should contain the data that is being changed and any other relevant data required for JPAC review and approval.*

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Office of Economic Development

A NEW DAY.

October 16, 2024

To: Dustin L. Freeman, Chief
Procurement Division

From: Gregory Grant, EBO/JSEB Administrator GG
LaRoy Covington, Business Compliance Analyst JC
Equal Business Opportunity Office / Jacksonville Small & Emerging Business Program

Re: **Countywide Asphalt Pavement Preservation and Rehabilitation**

The Equal Business Opportunity Office has reviewed the lowest bidder/ proposer for compliance with the Jacksonville Small and Emerging Business (JSEB) program. Based upon the review, and the areas of certification, the lowest bidder/proposer is **Asphalt Paving Systems, Inc.** with a total bid of **$3,595,978.50.** Based upon review of the JSEB schedule of work, the letters of intent, and the areas of certification, the lowest bidders/proposers **DOES NOT** meet the goal by utilizing **25%** JSEB participation with the below JSEB. However, the Equal Business Opportunity Office is willing to accept the bidder/proposer's bid utilizing the following JSEB and the agreed upon amount.

JSEB	Amount	Commodity Codes
GEC Trucking & Construction	$592,121.20	914.30

Our review efforts are documented and available upon request. Please let us know if you have any questions or concerns. I can be reached at (904) 255-8833.

cc: Dave Kages
Gregory Grant

Docusign Envelope ID: 8715D9BD-200A-4B29-9002-C40B2A639DD3

A. Solicitation Overview

A.1. Scope of Work

The Right of Way and Stormwater Maintenance Division of the City of Jacksonville, Florida is currently accepting bids to obtain source(s) of supply for the item(s)/service(s) as outlined in the bid documents provided. The purpose of this bid invitation is to obtain information about your firm and its ability to provide these item(s)/service(s) and to obtain pricing commitments for Countywide Asphalt Pavement Preservation and Rehabilitation as listed in the bid documents.

A.2. Award

Award will be **ALL OR NONE** to the lowest responsive, responsible bidder(s) subject to the Buy American Preference clause described below. Bidders must bid on all items to be considered for award. The City reserves the right to reject any or all bids. **ALL** awards are subject to the availability of funds.

A.3. Term of Agreement

The period of service will be for the initial period of three years, with one, two-year renewal options. Renewal options subject to approval with supplier and City of Jacksonville.

A.4. Quantities

Quantities indicated reflect the estimated quantities to be purchased throughout the contract period and are subject to fluctuation in accordance with actual requirements. The City reserves the right to purchase more than the estimated quantities listed or not to make any purchase against this bid if it so deems necessary anytime during the contract period. The City reserves the right to add or delete items during the contract period. The City will order on an as needed basis.

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Bid Tabulation
Countywide Asphalt Pavement Preservation and Rehabilitation

Solicitation	ITB-15937-24,1	**Asphalt Paving Systems, Inc.**
Close Date	September 5, 2024 at 10:00 a.m.	
Invited Suppliers	134	
Will Participate	2	
Responded	1	
Analyst	David Klages	
Total Bid (Items 1 - 59)		$ 3,595,978.50

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Asphalt Paving Systems, Inc.

ITB-15937 Countywide Asphalt Pavement Preservation and Rehabilitation
Bid Proposal Form

Item #	Description	Est. Qty.	Unit	Unit Price	Extended Price
1	Microsurfacing (Single application)	25,000	SY	$4.20	$105,000.00
2	Microsurfacing (Double application)	170,000	SY	$6.95	$1,181,500.00
3	Microsurfacing (Heavy single application)	25,000	SY	$4.95	$123,750.00
4	Microsurfacing (Heavy double application)	25,000	SY	$7.50	$187,500.00
5	Microsurfacing (Rut filling)	5,000	SY	$3.00	$15,000.00
6	Tack Coat	10,000	SY	$0.50	$5,000.00
7	Asphalt Pavement Crack Sealing	10,000	GAL	$32.00	$320,000.00
8	Asphalt Pavement Rejuvenation	600,000	SY	$1.47	$882,000.00
9	Manhole Adjustment (includes MOT)	30	EA	$1,150.00	$34,500.00
10	Valve Box Adjust. 10 in. diameter or less (includes MOT)	10	EA	$750.00	$7,500.00
11	Curb Inlet Frame Adjustment (includes MOT)	5	EA	$120.00	$600.00
12	Stormwater Inlet Grate Adjustment (includes MOT)	5	EA	$120.00	$600.00
13	Vehicle Removal	10	EA	$200.00	$2,000.00
14	Police Officer Hours (per each including administrative fees)	100	HR	$85.00	$8,500.00
15	6" Skip Traffic Stripe, Yellow paint	2,000	LF	$1.45	$2,900.00
16	6” Solid Traffic Stripe, Yellow paint	5,000	LF	$1.45	$7,250.00
17	6” Skip Traffic Stripe, White paint	2,000	LF	$1.45	$2,900.00
18	6” Solid Traffic Stripe, White paint	1,000	LF	$1.45	$1,450.00
19	6" Painted Parking Lot Stripe, White	50	LF	$5.00	$250.00
20	6" Painted Parking Lot Strip, Blue	50	LF	$7.00	$350.00
21	Solid Traffic Stripe (12" Cross-Walk), White Paint	2,000	LF	$6.00	$12,000.00
22	18" Hatch Traffic Stripe, Yellow paint	200	LF	$6.00	$1,200.00
23	18" Hatch Traffic Stripe, White paint	200	LF	$6.00	$1,200.00
24	Solid Traffic Stripe (24" Stop Bar), White Paint	1,000	LF	$20.00	$20,000.00
25	Standard Right and Left Turn arrows, White paint	50	EA	$80.00	$4,000.00
26	Standard Pavement Message, White (per letter)	25	EA	$50.00	$1,250.00
27	Standard “R x R” lettering, White paint (Two R's and One X)	20	EA	$300.00	$6,000.00
28	Standard Handicap Symbol (Paint)	15	EA	$70.00	$1,050.00
29	Standard Bike Path Markings, Symbol with Arrow	20	EA	$90.00	$1,800.00
30	Standard Yield Symbol	50	EA	$90.00	$4,500.00
31	Standard Concrete Wheel Stops, new and install	25	EA	$86.25	$2,156.25
32	Standard Concrete Wheel Stops, remove and replace with same	25	EA	$92.00	$2,300.00
33	Standard Concrete Wheel Stops, remove, dispose and install new	25	EA	$109.25	$2,731.25
34	Retro-Reflective Pavement Marker - Amber / Amber	2,000	EA	$6.00	$12,000.00
35	Retro-Reflective Pavement Marker - Red / White	2,000	EA	$6.00	$12,000.00
36	Retro-Reflective Pavement Marker - Blue	150	EA	$27.00	$4,050.00

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Asphalt Paving Systems, Inc.

ITB-15937 Countywide Asphalt Pavement Preservation and Rehabilitation
Bid Proposal Form

Item #	Description	Est. Qty.	Unit	Unit Price	Extended Price
	ADA ACCESSIBLE DETECTABLE WARNING SURFACE				
37	Install Mat (mat ONLY - no ramp reconstruction)	30	SF	$44.00	$1,320.00
38	Remove and Replace Mat only	25	EA	$62.00	$1,550.00
	RAMP RECONSTRUCTION TYPE (SEE EXHIBIT "C" IN SECTION 31)				
39	FDOT CR-A (includes placement of mat)	5	EA	$690.00	$3,450.00
40	FDOT CR-B (includes placement of mat)	5	EA	$690.00	$3,450.00
41	FDOT CR-C (includes placement of mat)	5	EA	$2,485.00	$12,425.00
42	FDOT CR-D (includes placement of mat)	10	EA	$1,035.00	$10,350.00
43	FDOT CR-E (includes placement of mat)	50	EA	$2,277.00	$113,850.00
44	FDOT CR-F (includes placement of mat)	100	EA	$2,415.00	$241,500.00
45	FDOT CR-G (includes placement of mat)	10	EA	$1,035.00	$10,350.00
46	FDOT CR-H (includes placement of mat)	10	EA	$1,035.00	$10,350.00
47	FDOT CR-K (includes placement of mat)	5	EA	$1,035.00	$5,175.00
48	FDOT CR-L (includes placement of mat)	40	EA	$2,277.00	$91,080.00
49	Grind Trip Hazard	200	LF	$5.75	$1,150.00
	MISCELLANEOUS ITEMS				
50	Remove and Replace 4" Sidewalk beyond Ramp Area (includes excavation)	500	SY	$76.00	$38,000.00
51	Remove and Replace 5" or 6" Sidewalk beyond Ramp Area (includes excavation)	300	SY	$46.00	$13,800.00
52	Concrete Removal (0" - 6" Thick)	300	SY	$7.00	$2,100.00
53	Remove and Replace Concrete Curb and Gutter beyond Ramp Area (includes excavation)	400	LF	$56.00	$22,400.00
54	Concrete Coping Wall, 6" Thick (over 0' to 1' high)	1,300	LF	$21.00	$27,300.00
55	Concrete Coping Wall, 6" Thick (over 1' to 2' high)	500	LF	$12.00	$6,000.00
56	Concrete Turn-down, 4" Thick (0" to 12" deep)	50	LF	$12.00	$600.00
57	Concrete Turn-down, 4" Thick (12"to 18" deep)	50	LF	$14.00	$700.00
58	Remove and Replace Asphalt Pavement beyond Ramp Area (includes excavation and sawcut), City Standard (Type S-1 or S-3)	100	SF	$14.00	$1,400.00
59	Replace Brick Pavers	33	EA	$27.00	$891.00
				TOTAL BID (ITEMS 1 - 59):	**$3,595,978.50**

Instructions:
Step 1. Enter the Unit Price for each line-item (it will automatically calculate the Extended Price).
Step 2. Enter the TOTAL BID amount in the "Lines" tab in 1Cloud.

Note: When entering the Unit Price, use only two digits past the decimal point. If more than two digits past the decimal point are entered, the rounded off number in the spreadsheet will be the official Unit Price.

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City of Jacksonville, Florida

Procurement Award Form (PAF)

Part 1 – Form Type: JPAC Award Request: Renewals, Extensions, and Unit Price Increases

Goods and/or Services: Countywide Asphalt Preservation and Rehabilitation

Requested Action and Justification:

Recommend approval to increase the award with Asphalt Paving Systems Inc by $3,656,675.99 which will include a CPI increase of 1.77 %. Total revised expenditure not-to-exceed $7,252,654.49. This will allow the contractor to continue preserving and rehabilitating roadways in Jacksonville during FY 2026.

Funding will continue to be encumbered by individual releases against the POA dependent on funding, the appropriate account, and fiscal year. To be executed by formal contract amendment through the Office of General Counsel.

Supplier:	Asphalt Paving Systems Inc	**Basis of Award:**	LPTA	**BID Opening Date:**	09/05/2024

POA #:	71643-25	**PO #:**	N/A	**Change Order #:**	0
Solicitation #:	ITB 15937 24	**Contract #:**	71643-25	**Contract Amd #:**	1
Term:	3 years	**Options:**	1, 2-year renewal	**Options Used:**	0

Federally Funded:	No	**JSEB Rec:**	Participation	**Bonds Waived Pursuant To:**	N/A
Licenses Verified:	Yes	**JSEB %:**	25		

Fund:	000000	**Center:**	000000	**Acct:**	000000	**Proj:**	00000000	**Activity:**	0000000000	$ 3,656,675.99
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$

New NTE/GMP:	$ 7,252,654.49	**Contingent Amt:**	$ 0.00	**DMP/ODPO Amt:**	$ 0.00

Using Agency/BU:	PWGM:R-O-W_AND_STORMWATER_MAINTENANCE			
Concurrence:	Signed by: Carroll, James 7E565E61434A4...	**Title:**	CHIEF OF RIGHT OF WAY AND STORMWATER MAINTENANCE	8/12/2025
Concurrence:	Signed by: Nina Lucka 1EFA223D5D23487...	**Title:**	DIRECTOR OF PUBLIC WORKS	8/14/2025
Concurrence:		**Title:**		
Concurrence:		**Title:**		

Initial DT Initial DT

Procurement Analyst/Buyer:	Signed by: Pierce, Melissa EB20A655CC2C4C...	**Chief of Procurement:**	DocuSigned by: B19F1D517352458...	8/19/2025
Name:	Pierce, Melissa	**Name:**	Dustin L. Freeman	

Part 2 – JPAC Action: All award actions subject to lawfully appropriated funds.		**Part 3 – Final Awarding Authority Action:**	
Members who approve:	3	**Action:**	Approved
Members who disapprove:	0	**Signature:**	DocuSigned by: Karen Bowling 1C34E1215562481...
Date:	8/21/2025	**Date:**	8/21/2025

DS

Karen Bowling
Chief Administrative Officer
For: Mayor Donna Deegan
Under Authority Of:
Executive Order No: 2023-02

Docusign Envelope ID: 8715D9BD-200A-4B29-9002-C40B2A639DD3

PAF Instructions
Part 1 (using agency)

Form Type: This form will be used for both Administrative Awards and JPAC Requests. Select type from dropdown options.

Goods and/or Services: Enter a brief description of the types of goods and services included in the request.

Requested Action and Justification: Enter a brief description of the requested action or authority being sought. i.e.; *Request permission to award the lowest, responsive responsible bidder for an ITB or award the highest ranked supplier for an RFP.* This block should also be used for additional information such as additional 4th account strings, or other information essential for contract execution.

Supplier: Enter awarded supplier name**.** If multiple, include in "Requested Action and Justification" box.

Basis of Award: Select from Lowest Price Technical Acceptable (LPTA), Highest Price Technical Acceptable (HPTA) or N/A.

Bid Opening Date: The date bids were unsealed by Procurement.

POA #: This is your 1Cloud generated Agreement number. Select Type, Enter Number.

PO #: Enter the PO number or agreement release number.

Change Order #: Provide the applicable change order number represented by this request.

Solicitation #: Select Prefix type, Enter Number, and Year.

Contract #: This number should be the same as your POA number (unless procured prior to 2020)

Contract Amendment #: Provide the applicable amendment number represented by this request.

Term: Select the Period of Performance or Term for the initial period.

Options: Period of time for each renewal or option.

Options Used: Prior to this request, enter how many options were already used.

Federally Funded: Select yes or no from dropdown if Federal Funds will be used.

JSEB Rec: Select Encouragement or JSEB Set Aside Option.

JESB %: If JSEB Participation, enter the percentage.

Bonds Waived Pursuant to: Select option from Drop down.

Funding Sources: Fund/Center/Account/Project/Activity, all fields are required even if zeros.

New NTE/GMP: Enter the new total not to exceed amount. Note, this should match the contract maximum indebtedness, if applicable**.**

Contingent Amount: If your agency requests an allowance for unforeseen additional expenses, then specify the amount of your requested increase and new NTE that represents the contingency allowance. This is over and above any quote.

DMP/ODPO Account: Enter the Direct Materials Purchase/Owner Direct Purchase Order Account. Used mainly for CIP (Capital Improvement/Construction) Projects

Using Agency/BU: Select one from the dropdown list.

Concurrence: Using Agency internal routing requirements for Electronic Signatures (follow Proc Manual for threshold requirements)

Title: Title of person electronically signing form.

Attachments: Included any supplemental information to the Procurement Award Form. i.e.; *Scope of work, previous awards*.

**Any field where there is no data available, or no entry is required, either leave it blank or enter N/A. Any fields where there is known data, include for informational purposes. Any changes to an original award should contain the data that is being changed and any other relevant data required for JPAC review and approval.*

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CONTRACT
BETWEEN
CITY OF JACKSONVILLE
AND
ASPHALT PAVING SYSTEMS, INC.
FOR
COUNTYWIDE ASPHALT PAVEMENT PRESERVATION AND REHABILITATION

THIS CONTRACT for countywide asphalt pavement preservation and rehabilitation is executed as of this 28th day of February, 2025 (the "Effective Date"), by and between the **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the Constitution and laws of the State of Florida (hereinafter the "Owner" or the "City"), and **ASPHALT PAVING SYSTEMS, INC.**, a foreign profit corporation with principal office at 500 North Egg Harbor Road, Hammonton, New Jersey 08037, and a Florida office at 9021 Wire Road, Zephyr Hills, Florida 33540 (hereinafter "Contractor").

WITNESSETH, that for the consideration and under the provisions hereinafter stated and referred to moving from each to the other of said parties respectively, it is mutually understood and agreed as follows:

1. That Contractor is the lowest responsive and responsible bidder for furnishing, not by way of limitation, all labor, materials, and equipment and performing all operations necessary for countywide asphalt pavement preservation and rehabilitation, all in accordance with plans, drawings, and specifications hereinafter referred to and has been awarded this Contract for said work pursuant to award made November 14, 2024.

2. The Contractor will at its own cost and expense do the work required to be done and furnish the materials required to be furnished on said Project in accordance with plans and specifications prepared by Eisman & Russo Consulting Engineers, Inc.for the Right-of-Way and Stormwater Maintenance Division of the City of Jacksonville's Department of Public Works, bid number ITB-15937-24, bid date September 5, 2024, designated as *Specifications for Countywide Asphalt Pavement Preservation and Rehabilitation*, and strictly in accordance with the advertisement calling for bids, plans, specifications, blueprints, addenda, requirements of the City of Jacksonville, proposal of the said Contractor, and award therefor (hereinafter collectively the "Contract Documents") now on file in the Office of the Chief of the Procurement Division of

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the City of Jacksonville, all of which are by this reference specifically made a part hereof to the same extent as if fully set out herein, for a total amount not-to-exceed THREE MILLION FIVE HUNDRED NINETY-FIVE THOUSAND NINE HUNDRED SEVENTY-EIGHT AND 50/100 USD ($3,595,978.50), at and for the prices and on the terms contained in the Contract Documents; provided however, the above-stated amount will not be encumbered by this Contract. Instead, it will be encumbered in whole or in part by subsequently issued purchase orders. Such purchase orders shall be binding upon the parties hereto and must incorporate the provisions of this Contract. All funds control checking shall be made and performed at the time such purchase orders are issued.

3. On Contractor's faithful performance of this Contract, the Owner will pay the Contractor in accordance with the terms and on the conditions stated in the Contract Documents.

4. The period of service of this Contract shall commence on the Effective Date, and continue in full force and effect until September 30, 2027, unless earlier terminated as provided in the Contract Documents. This Contract may be renewed for one (1) period of two (2) years in the sole discretion of the Owner. Such renewal shall be on terms and conditions that are acceptable to both parties.

5. Contractor shall submit and record all payment and performance bonds in the Official Records of Duval County, as required by Section 255.05, Florida Statutes.

6. Notwithstanding any provision to the contrary in this Contract or in the Contract Documents, the Owner has the absolute right to terminate this Contract without cause for convenience by giving the Contractor thirty (30) days' advance written notice of the date of termination. Such notice shall be delivered by Certified United States Mail, return receipt requested, or by any other delivery method with evidence of receipt to the Contractor's representative who signed this Contract at the address specified in the Contract Documents.

7. This Contract and all amendments hereto may be executed in several counterparts, each of which shall be deemed to be an original, and all of such counterparts together shall constitute one and the same instrument.

[Remainder of page left blank intentionally. Signature page follows immediately.]

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IN WITNESS WHEREOF, the parties hereto have duly executed this Contract in duplicate the day and year first above written.

ATTEST:

By _____
James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE, FLORIDA

By _____
Donna Deegan, Mayor

OWNER

Karen Bowling
Chief Administrative Officer
For: Mayor Donna Deegan
Under Authority Of:
Executive Order No: 2023-02

WITNESS:

_____
Signature

Kenneth Messina
Type/Print Name

Secretary
Title

ASPHALT PAVING SYSTEMS, INC.

_____
Signature

Robert Capoferri
Type/Print Name

President
Title

CONTRACTOR

Form Approved

_____
Assistant General Counsel

GC-#1661178-v1-Asphalt_Paving_Countywide_Asphalt_P&R_ RTF

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Encumbrance and funding information for internal City use:

1Cloud Account for Certification of Funds	Amount
	$3,595,978.50

Total Maximum Indebtedness: $3,595,978.50

The above-stated amount is the maximum fixed monetary amount of the foregoing Contract. It shall not be encumbered by the foregoing Contract. It shall be encumbered by one or more subsequently issued purchase orders that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such purchase orders are issued.

In accordance with Section 24.103(e), *Ordinance Code*, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing Contract; provided however, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrances shall be made by subsequently issued purchase orders, as specified in said Contract.

Chris Cuno for Anna Broeche

Director of Finance
City Contract Number: 71643-25

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APPROVED
By Kevin at 8:20 am, Feb 24, 2025

HARCO NATIONAL INSURANCE COMPANY
Raleigh, NC

December 9, 2024

The City of Jacksonville, Florida

Re: **Asphalt Paving Systems, Inc.**
Project: Specifications for Countywide Asphalt Pavement Preservation and Rehabilitation

To whom it may concern:

Please consider this letter your authorization to date the attached bonds, powers, etc. to coincide with the dating of the contract for the above project.

Very Truly Yours,

Steven G. Raffuel
Attorney-in-Fact
Harco National Insurance Company

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APPROVED
By Kevin at 8:21 am, Feb 24, 2025

PERFORMANCE BOND

Harco National Insurance Company

Bond No.: **0858263**

CONTRACTOR:
(Name, legal status and address)
Asphalt Paving Systems, Inc.
8940 Gall Blvd.
Zephyrhills, FL 33541

SURETY:
(Name, legal status and principal place of business)
Harco National Insurance Company
4200 Six Forks Road, Suite 1400
Raleigh, NC 27609

OWNER:
(Name, legal status and address)
The City of Jacksonville, Florida
214 North Hogan Street, 10th Floor
Jacksonville, FL 32202

CONSTRUCTION CONTRACT
Date:
Amount: **Three Million Five Hundred Ninety Five Thousand Nine Hundred Seventy Eight 50/100 - ($3,595,978.50)**
Description:
(Name and location)
Specifications for Countywide Asphalt Pavement Preservation and Rehabilitation

BOND
Date:
(Not earlier than Construction Contract Date)

Amount: **Three Million Five Hundred Ninety Five Thousand Nine Hundred Seventy Eight 50/100 - ($3,595,978.50)**
Modifications to this Bond: [X] None [ ] See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Asphalt Paving Systems, Inc.
Signature:
Name and Title: **Robert Capoferri, President**

SURETY
Company: *(Corporate Seal)*
Harco National Insurance Company
Signature:
Name and Title: **Steven G. Raffuel, Attorney-in-Fact**

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

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
The Raffuel Surety Group
15 Chambers Street
Princeton, NJ 08542
(609) 924-2426

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

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

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

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the

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

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

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

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

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

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

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

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

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

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

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

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

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

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

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

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

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

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

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

§ 14 Definitions

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

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

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

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

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

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

§ 16 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:	_____	Signature:	_____
Name and Title:		Name and Title:	
Address:		Address:	

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POWER OF ATTORNEY

Bond # 0858263

HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd. Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

STEVEN G. RAFFUEL

Princeton, NJ

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 **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE 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 **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE 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 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice 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, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2023

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook

HARCO NATIONAL INSURANCE COMPANY CORPORATE SEAL 1904 ILLINOIS

Michael F. Zurcher
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2023, 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 **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE 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.

CATHY CRUZ NOTARY PUBLIC STATE OF NEW JERSEY

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.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2029

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE 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 transcripts 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 on this day.

A01482

Irene Martins, Assistant Secretary

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HARCO NATIONAL INSURANCE COMPANY

1701 GOLF ROAD, SUITE 1-600, ROLLING MEADOWS, IL 60008

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS AT DECEMBER 31, 2023

ASSETS

Bonds (Amortized Value)	$128,504,641
Stocks (Preferred Stocks)	5,530,123
Stocks (Common Stocks)	928,601,943
Cash, Bank Deposits & Short-Term Investments	36,972,198
Other Invested Assets	0
Unpaid Premiums & Assumed Balances	161,876,881
Deferred Premiums, Agents Balances & Installments booked	12,594,152
Reinsurance Recoverable from Reinsurers	167,607,854
Reinsurance – Funds Held by or deposited with reinsured companies	10,183,247
Current Federal & Foreign Income Tax Recoverable & Interest	0
Investment Income Due and Accrued	1,750,941
Receivables from Parent Subsidiaries & Affiliates	9,354,321
Other Assets	1,294,111
TOTAL ASSETS	$1,464,270,412

LIABILITIES, SURPLUS & OTHER FUNDS

Losses (Reported Losses Net as to Reinsurance Ceded and Incurred But Not Reported Losses)	$208,245,433
Reinsurance payable on paid losses & loss adjustment expense	9,146,173
Loss Adjustment Expenses	44,566,466
Commissions Payable, Contingent Commissions & Other Similar Charges	1,568,736
Other Expenses (Excluding Taxes, Licenses and Fees)	0
Taxes, Licenses & Fees (Excluding Federal Income Tax)	3,784,674
Current federal and foreign income taxes	496,806
Net Deferred Tax Liability	9,048,374
Unearned Premiums	155,713,778
Advance Premium	391,769
Ceded Reinsurance Premiums Payable	95,106,803
Funds held by Company under reinsurance treaties	18,342,649
Amounts Withheld by Company for Account of Others	53,853,412
Payable to Parent Subsidiaries & Affiliates	3,771,943
Other Liabilities	4,754,724
TOTAL LIABILITIES	$608,791,740
Common Capital Stock	$3,500,004
Gross Paid-in & Contributed Surplus	670,781,834
Unassigned Funds (Surplus)	181,196,834
Surplus as Regards Policyholders	$855,478,672
TOTAL LIABILITIES, SURPLUS & OTHER FUNDS	$1,464,270,412

I, John Mruk, Treasurer of HARCO NATIONAL 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, 2023, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of Illinois.

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 11th day of March, 2024.
HARCO NATIONAL INSURANCE COMPANY

CONOR D O'BRIEN NOTARY PUBLIC WAKE COUNTY, NC My Comm. Exp. January 15, 2025

SIGNED AND SWORN to before me on this _____ day of _____, 20____

NOTARY PUBLIC, STATE OF _____

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PAYMENT BOND

Harco National Insurance Company

Bond No.: **0858263**

CONTRACTOR:
(Name, legal status and address)
Asphalt Paving Systems, Inc.
8940 Gall Blvd
Zephryhills, FL 33541

SURETY:
(Name, legal status and principal place of business)
Harco National Insurance Company
4200 Six Forks Road, Suite 1400
Raleigh, NC 27609

OWNER:
(Name, legal status and address)
The City of Jacksonville, Florida
214 North Hogan Street, 10th Floor
Jacksonville, FL 32202

CONSTRUCTION CONTRACT
Date:
Amount: **Three Million Five Hundred Ninety Five Thousand Nine Hundred Seventy Eight 50/100 - ($3,595,978.50)**
Description:
(Name and location)
Specifications for Countywide Asphalt Pavement Preservation and Rehabilitation

BOND
Date:
(Not earlier than Construction Contract Date)
Amount: **Three Million Five Hundred Ninety Five Thousand Nine Hundred Seventy Eight 50/100 - ($3,595,978.50)**
Modifications to this Bond: [x] None [ ] See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Asphalt Paving Systems, Inc.
Signature:
Name and Title: **Robert Capoferri, President**

SURETY
Company: *(Corporate Seal)*
Harco National Insurance Company
Signature:
Name and Title: **Steven G. Raffuel, Attorney-in-Fact**

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

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
The Raffuel Surety Group
15 Chambers Street
Princeton, NJ 08542
(609) 924-2426

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 16 Definitions

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

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

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

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

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

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

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

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§ 18 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	
Address:		Address:	

Docusign Envelope ID: 8715D9BD-200A-4B29-9002-C40B2A639DD3

POWER OF ATTORNEY

Bond # 0858263

HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

STEVEN G. RAFFUEL

Princeton, NJ

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 **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE 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 **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE 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 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice 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, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2023

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook

Michael F. Zurcher
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2023, 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 **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE 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.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2029

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE 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 transcripts 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 on this day.

A01482

Irene Martins, Assistant Secretary

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HARCO NATIONAL INSURANCE COMPANY

1701 GOLF ROAD, SUITE 1-600, ROLLING MEADOWS, IL 60008

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS AT DECEMBER 31, 2023

ASSETS

Bonds (Amortized Value)	$128,504,641
Stocks (Preferred Stocks)	5,530,123
Stocks (Common Stocks)	928,601,943
Cash, Bank Deposits & Short-Term Investments	36,972,198
Other Invested Assets	0
Unpaid Premiums & Assumed Balances	161,876,881
Deferred Premiums, Agents Balances & Installments booked	12,594,152
Reinsurance Recoverable from Reinsurers	167,607,854
Reinsurance – Funds Held by or deposited with reinsured companies	10,183,247
Current Federal & Foreign Income Tax Recoverable & Interest	0
Investment Income Due and Accrued	1,750,941
Receivables from Parent Subsidiaries & Affiliates	9,354,321
Other Assets	1,294,111
TOTAL ASSETS	$1,464,270,412

LIABILITIES, SURPLUS & OTHER FUNDS

Losses (Reported Losses Net as to Reinsurance Ceded and Incurred But Not Reported Losses)	$208,245,433
Reinsurance payable on paid losses & loss adjustment expense	9,146,173
Loss Adjustment Expenses	44,566,466
Commissions Payable, Contingent Commissions & Other Similar Charges	1,568,736
Other Expenses (Excluding Taxes, Licenses and Fees)	0
Taxes, Licenses & Fees (Excluding Federal Income Tax)	3,784,674
Current federal and foreign income taxes	496,806
Net Deferred Tax Liability	9,048,374
Unearned Premiums	155,713,778
Advance Premium	391,769
Ceded Reinsurance Premiums Payable	95,106,803
Funds held by Company under reinsurance treaties	18,342,649
Amounts Withheld by Company for Account of Others	53,853,412
Payable to Parent Subsidiaries & Affiliates	3,771,943
Other Liabilities	4,754,724
TOTAL LIABILITIES	$608,791,740
Common Capital Stock	$3,500,004
Gross Paid-in & Contributed Surplus	670,781,834
Unassigned Funds (Surplus)	181,196,834
Surplus as Regards Policyholders	$855,478,672
TOTAL LIABILITIES, SURPLUS & OTHER FUNDS	$1,464,270,412

I, John Mruk, Treasurer of HARCO NATIONAL 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, 2023, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of Illinois.

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 11th day of March, 2024.
HARCO NATIONAL INSURANCE COMPANY

CONOR D O'BRIEN NOTARY PUBLIC WAKE COUNTY, NC My Comm. Exp. January 15, 2025

SIGNED AND SWORN to before me on this _____ day of _____, 20___

NOTARY PUBLIC, STATE OF _____

Docusign Envelope ID: 8715D9BD-200A-4B29-9002-C40B2A639DD3

APPROVED
By Kevin at 8:21 am, Feb 24, 2025

PERFORMANCE BOND

Harco National Insurance Company

Bond No.: **0858263**

CONTRACTOR:
(Name, legal status and address)
Asphalt Paving Systems, Inc.
8940 Gall Blvd.
Zephyrhills, FL 33541

SURETY:
(Name, legal status and principal place of business)
Harco National Insurance Company
4200 Six Forks Road, Suite 1400
Raleigh, NC 27609

OWNER:
(Name, legal status and address)
The City of Jacksonville, Florida
214 North Hogan Street, 10th Floor
Jacksonville, FL 32202

CONSTRUCTION CONTRACT
Date:
Amount: **Three Million Five Hundred Ninety Five Thousand Nine Hundred Seventy Eight 50/100 - ($3,595,978.50)**
Description:
(Name and location)
Specifications for Countywide Asphalt Pavement Preservation and Rehabilitation

BOND
Date:
(Not earlier than Construction Contract Date)

Amount: **Three Million Five Hundred Ninety Five Thousand Nine Hundred Seventy Eight 50/100 - ($3,595,978.50)**
Modifications to this Bond: [X] None [ ] See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Asphalt Paving Systems, Inc.
Signature:
Name and Title: **Robert Capoferri, President**

SURETY
Company: *(Corporate Seal)*
Harco National Insurance Company
Signature:
Name and Title: **Steven G. Raffuel, Attorney-in-Fact**

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

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or **BROKER:**
The Raffuel Surety Group
15 Chambers Street
Princeton, NJ 08542
(609) 924-2426

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

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

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

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the

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

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

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

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

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

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

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

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

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

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

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

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

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

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

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

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

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

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

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

§ 14 Definitions

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

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

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

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

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

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

§ 16 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:	_____	Signature:	_____
Name and Title:		Name and Title:	
Address:		Address:	

Docusign Envelope ID: 8715D9BD-200A-4B29-9002-C40B2A639DD3

POWER OF ATTORNEY

Bond # 0858263

HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd. Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

STEVEN G. RAFFUEL

Princeton, NJ

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 **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE 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 **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE 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 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice 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, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2023

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook

HARCO NATIONAL INSURANCE COMPANY CORPORATE SEAL 1903 ILLINOIS

Michael F. Zurcher
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2023, 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 **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE 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.

CATHY CRUZ NOTARY PUBLIC STATE OF NEW JERSEY

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.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2029

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE 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 transcripts 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 on this day.

A01482

Irene Martins, Assistant Secretary

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HARCO NATIONAL INSURANCE COMPANY

1701 GOLF ROAD, SUITE 1-600, ROLLING MEADOWS, IL 60008

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS AT DECEMBER 31, 2023

ASSETS

Bonds (Amortized Value)	$128,504,641
Stocks (Preferred Stocks)	5,530,123
Stocks (Common Stocks)	928,601,943
Cash, Bank Deposits & Short-Term Investments	36,972,198
Other Invested Assets	0
Unpaid Premiums & Assumed Balances	161,876,881
Deferred Premiums, Agents Balances & Installments booked	12,594,152
Reinsurance Recoverable from Reinsurers	167,607,854
Reinsurance – Funds Held by or deposited with reinsured companies	10,183,247
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Other Assets	1,294,111
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LIABILITIES, SURPLUS & OTHER FUNDS

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Commissions Payable, Contingent Commissions & Other Similar Charges	1,568,736
Other Expenses (Excluding Taxes, Licenses and Fees)	0
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Current federal and foreign income taxes	496,806
Net Deferred Tax Liability	9,048,374
Unearned Premiums	155,713,778
Advance Premium	391,769
Ceded Reinsurance Premiums Payable	95,106,803
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Amounts Withheld by Company for Account of Others	53,853,412
Payable to Parent Subsidiaries & Affiliates	3,771,943
Other Liabilities	4,754,724
TOTAL LIABILITIES	$608,791,740
Common Capital Stock	$3,500,004
Gross Paid-in & Contributed Surplus	670,781,834
Unassigned Funds (Surplus)	181,196,834
Surplus as Regards Policyholders	$855,478,672
TOTAL LIABILITIES, SURPLUS & OTHER FUNDS	$1,464,270,412

I, John Mruk, Treasurer of HARCO NATIONAL 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, 2023, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of Illinois.

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 11th day of March, 2024.
HARCO NATIONAL INSURANCE COMPANY

CONOR D O'BRIEN NOTARY PUBLIC My Comm. Exp. January 15, 2026 WAKE COUNTY, NC

SIGNED AND SWORN to before me on this _____ day of _____, 20___

NOTARY PUBLIC, STATE OF _____

Docusign Envelope ID: 8715D9BD-200A-4B29-9002-C40B2A639DD3

PAYMENT BOND

Harco National Insurance Company

Bond No.: **0858263**

CONTRACTOR:
(Name, legal status and address)
Asphalt Paving Systems, Inc.
8940 Gall Blvd
Zephryhills, FL 33541

SURETY:
(Name, legal status and principal place of business)
Harco National Insurance Company
4200 Six Forks Road, Suite 1400
Raleigh, NC 27609

OWNER:
(Name, legal status and address)
The City of Jacksonville, Florida
214 North Hogan Street, 10th Floor
Jacksonville, FL 32202

CONSTRUCTION CONTRACT
Date:
Amount: **Three Million Five Hundred Ninety Five Thousand Nine Hundred Seventy Eight 50/100 - ($3,595,978.50)**
Description:
(Name and location)
Specifications for Countywide Asphalt Pavement Preservation and Rehabilitation

BOND
Date:
(Not earlier than Construction Contract Date)
Amount: **Three Million Five Hundred Ninety Five Thousand Nine Hundred Seventy Eight 50/100 - ($3,595,978.50)**
Modifications to this Bond: [X] None [ ] See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Asphalt Paving Systems, Inc.
Signature:
Name and Title: **Robert Capoferri, President**

SURETY
Company: *(Corporate Seal)*
Harco National Insurance Company
Signature:
Name and Title: **Steven G. Raffuel, Attorney-in-Fact**

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

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
The Raffuel Surety Group
15 Chambers Street
Princeton, NJ 08542
(609) 924-2426

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

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

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

Docusign Envelope ID: 8715D9BD-200A-4B29-9002-C40B2A639DD3

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Docusign Envelope ID: 8715D9BD-200A-4B29-9002-C40B2A639DD3

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

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

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

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

§ 16 Definitions

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

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

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

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

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

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

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

Docusign Envelope ID: 8715D9BD-200A-4B29-9002-C40B2A639DD3

§ 18 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	
Address:		Address:	

Docusign Envelope ID: 8715D9BD-200A-4B29-9002-C40B2A639DD3

POWER OF ATTORNEY

Bond # 0858263

HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS. That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

STEVEN G. RAFFUEL

Princeton, NJ

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 **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE 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 **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE 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 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice 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, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2023

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook

HARCO NATIONAL INSURANCE COMPANY CORPORATE SEAL 1964 ILLINOIS

Michael F. Zurcher
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2023, 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 **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE 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.

CATHY CRUZ NOTARY PUBLIC STATE OF NEW JERSEY

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.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2029

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE 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 transcripts 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 on this day,

A01482

Irene Martins, Assistant Secretary

Docusign Envelope ID: 8715D9BD-200A-4B29-9002-C40B2A639DD3

HARCO NATIONAL INSURANCE COMPANY

1701 GOLF ROAD, SUITE 1-600, ROLLING MEADOWS, IL 60008

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS AT DECEMBER 31, 2023

ASSETS

Bonds (Amortized Value)	$128,504,641
Stocks (Preferred Stocks)	5,530,123
Stocks (Common Stocks)	928,601,943
Cash, Bank Deposits & Short-Term Investments	36,972,198
Other Invested Assets	0
Unpaid Premiums & Assumed Balances	161,876,881
Deferred Premiums, Agents Balances & Installments booked	12,594,152
Reinsurance Recoverable from Reinsurers	167,607,854
Reinsurance – Funds Held by or deposited with reinsured companies	10,183,247
Current Federal & Foreign Income Tax Recoverable & Interest	0
Investment Income Due and Accrued	1,750,941
Receivables from Parent Subsidiaries & Affiliates	9,354,321
Other Assets	1,294,111
TOTAL ASSETS	$1,464,270,412

LIABILITIES, SURPLUS & OTHER FUNDS

Losses (Reported Losses Net as to Reinsurance Ceded and Incurred But Not Reported Losses)	$208,245,433
Reinsurance payable on paid losses & loss adjustment expense	9,146,173
Loss Adjustment Expenses	44,566,466
Commissions Payable, Contingent Commissions & Other Similar Charges	1,568,736
Other Expenses (Excluding Taxes, Licenses and Fees)	0
Taxes, Licenses & Fees (Excluding Federal Income Tax)	3,784,674
Current federal and foreign income taxes	496,806
Net Deferred Tax Liability	9,048,374
Unearned Premiums	155,713,778
Advance Premium	391,769
Ceded Reinsurance Premiums Payable	95,106,803
Funds held by Company under reinsurance treaties	18,342,649
Amounts Withheld by Company for Account of Others	53,853,412
Payable to Parent Subsidiaries & Affiliates	3,771,943
Other Liabilities	4,754,724
TOTAL LIABILITIES	$608,791,740
Common Capital Stock	$3,500,004
Gross Paid-in & Contributed Surplus	670,781,834
Unassigned Funds (Surplus)	181,196,834
Surplus as Regards Policyholders	$855,478,672
TOTAL LIABILITIES, SURPLUS & OTHER FUNDS	$1,464,270,412

I, John Mruk, Treasurer of HARCO NATIONAL 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, 2023, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of Illinois.

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 11th day of March, 2024.
HARCO NATIONAL INSURANCE COMPANY

CONOR D O'BRIEN NOTARY My Comm. Exp. January 15, 2026 PUBLIC WAKE COUNTY, NC

SIGNED AND SWORN to before me on this _____ day of _____, 20___

NOTARY PUBLIC, STATE OF _____

Docusign Envelope ID: 8715D9BD-200A-4B29-9002-C40B2A639DD3

Contract Purchase Agreement POA-71643-25

Agreement	POA-71643-25
Agreement Date	18-NOV-2024
Revision	0
Agreement Amount	3,595,978.50 USD
Solicitation Number	ITB-15937-24

Sold To
City of Jacksonville
117 West Duval Street
Suite 375
JACKSONVILLE, FL 32202
US

Supplier
Asphalt Paving Systems, Inc
9021 Wire Road
ZEPHYRHILLS, FL 33540

Notes In accordance with ITB-15937-24 Countywide Asphalt Pavement Preservation and Rehabilitation

Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
21758	Net 30	Freight Prepaid	FOB Destination	Best Way
Start Date	**End Date**		**Confirm To**	
30-Sep-2024	29-Sep-2027		David Klages dklages@coj.net	

DRAFT

This Order is subject to the General Conditions attached here to. Manufacturer's Federal excise tax exempt no 59-89-0120K Florida State sales and use tax exemption no. 85-8012621607C-8	Approved by Dustin L. Freeman, Chief of Procurement Division

Docusign Envelope ID: 8715D9BD-200A-4B29-9002-C40B2A639DD3
Docusign Envelope ID: 155CBD88-87BB-4F62-B07D-7FC0109B112D

City of Jacksonville, Florida
Procurement Award Form (PAF)

Part 1: Form Type JPAC Award Request and Administrative Details

Goods and/or Services: Countywide Asphalt Pavement Preservation and Rehabilitation ITB-15937-24

Requested Action/Authority:

Recommend approval of award to Asphalt Paving Systems, Inc. as the sole responsive, responsible bidder in the not-to-exceed amount of $3,595,978.50 for the initial three-year term. Period of service will be from the date of executed contract through September 30, 2027 with one (1), two- year renewal option.

Justification/Explanation:

Asphalt Paving Systems, Inc. was the only bidder for the referenced solicitation, and although they do not meet the JSEB specifications as described in the Bid Specs, Procurement has received EBO concurrence (attached). Funding will be encumbered by individual releases against the POA, dependent on funding, the appropriate account and fiscal year.

Legal Contract #:	TBD	Contract Date:		Change Order/AMD #:	N/A	
PO/Release #:	N/A	Bid Date:	09/05/2024	Awarded Supplier:	Asphalt Paving Systems, Inc.	
Licenses Verified:	Yes	Effective Date:	11/14/2024	Basis of Award:	LPTA	
Federally Funded:	No	No. Invited:	134	Responses Received:	1	Attachments:
Solicitation:	ITB - 15937 - 24			Procurement Contract #:	POA - TBD	
Executed By:	Office of General Counsel					

PoP:Base:	3 years	Options:	One (1) two-year renewal	Extension(s):	N/A
JSEB Rec.:	Participation	%:	25	Bonds Waived Pursuant To:	N/A

Fund:	000000	Center:	000000	Acct:	000000	Proj:	000000	Activity:	0000000000	$ 3,595,978.50
Fund:		Center:		Acct:		Proj:		Activity:		$
Fund:		Center:		Acct:		Proj:		Activity:		$

New NTE/GMP: $ 3,595,978.50 Contingent Amount: $ 0.00 DMP/ODPO Amount: $ 0.00

Using Agency/BU: PWGM:R-O-W_AND_STORMWATER_MAINTENANCE

Concurrence:	Signed by: Carroll, James	Title: CHIEF OF RIGHT OF WAY AND STORMWATER MAINTENANCE	10/30/2024
Concurrence:	Docu$ signed by: Nina Suttle	Title: DIRECTOR OF PUBLIC WORKS	11/6/2024
Concurrence:		Title:	
Concurrence:		Title:	

Procurement Analyst/Buyer:	Signed by: David Klages	Chief of Procurement:	DocuSigned by: 11/7/2024
Name:	David Klages	Name:	Dustin L. Freeman

Part 2: JPAC Actions on Above Requests/Recommendations
All Award Actions Subject to Lawfully Appropriated Funds

Members Who Approve: 3

Members Who Disapprove: 0

Other Action: N/A

Date: 11/14/2024

Part 3: Final Awarding Authority Action

Action: Approved

Date: 11/14/2024

Signature: DocuSigned by: Karen Bowling

DS
Karen Bowling
Chief Administrative Officer
For: Mayor Donna Deegan
Under Authority Of:
Executive Order No: 2023-02

FLORIDA DEPARTMENT of STATE DIVISION OF CORPORATIONS

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Foreign Profit Corporation
ASPHALT PAVING SYSTEMS, INC.

Filing Information

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

Principal Address

500 N. EGG HARBOR RD.
HAMMONTON, NJ 08037

Mailing Address

P.O. BOX 530
HAMMONTON, NJ 08037

Registered Agent Name & Address

Capoferri, Robert, President
8940 Gall Blvd
Zephyrhills, FL 33540

Name Changed: 03/28/2016

Address Changed: 03/14/2023

Officer/Director Detail

Name & Address

Title PVPT

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

Title Secretary

MESSINA, KENNETH G
2555 WEYMOUTH ROAD
HAMMONTON, NJ 08037

Title Assistant Corporate Secretary

Whitson, Robert
8940 Gall Blvd
Zephyrhills, FL 33540

Annual Reports

Report Year	Filed Date
2023	03/14/2023
2024	02/09/2024
2025	01/20/2025

Document Images

01/20/2025 -- ANNUAL REPORT	View image in PDF format
02/09/2024 -- ANNUAL REPORT	View image in PDF format
03/14/2023 -- ANNUAL REPORT	View image in PDF format
01/20/2022 -- ANNUAL REPORT	View image in PDF format
02/10/2021 -- ANNUAL REPORT	View image in PDF format
03/04/2020 -- ANNUAL REPORT	View image in PDF format
02/12/2019 -- ANNUAL REPORT	View image in PDF format
02/13/2018 -- ANNUAL REPORT	View image in PDF format
01/19/2017 -- ANNUAL REPORT	View image in PDF format
03/28/2016 -- AMENDED ANNUAL REPORT	View image in PDF format
01/30/2016 -- ANNUAL REPORT	View image in PDF format
05/11/2015 -- AMENDED ANNUAL REPORT	View image in PDF format
01/21/2015 -- ANNUAL REPORT	View image in PDF format
03/24/2014 -- ANNUAL REPORT	View image in PDF format
02/12/2013 -- ANNUAL REPORT	View image in PDF format
02/13/2012 -- ANNUAL REPORT	View image in PDF format
02/25/2011 -- ANNUAL REPORT	View image in PDF format
01/04/2011 -- ANNUAL REPORT	View image in PDF format
02/08/2010 -- ANNUAL REPORT	View image in PDF format
12/04/2009 -- Foreign Profit	View image in PDF format

Docusign Envelope ID: 8715D9BD-200A-4B29-9002-C40B2A639DD3

Item #
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Instruction

Step 1. Ent
Step 2. Ent

Note: Whe
spreadsheet

Docusign Envelope ID: 8715D9BD-200A-4B29-9002-C40B2A639DD3

ITB-15937 Countywide Asphalt Pavement Preservation and Rehabili

Bid Price Comparison

Description
Microsurfacing (Single application)
Microsurfacing (Double application)
Microsurfacing (Heavy single application)
Microsurfacing (Heavy double application)
Microsurfacing (Rut filling)
Tack Coat
Asphalt Pavement Crack Sealing
Asphalt Pavement Rejuvenation
Manhole Adjustment (includes MOT)
Valve Box Adjust. 10 in. diameter or less (includes MOT)
Curb Inlet Frame Adjustment (includes MOT)
Stormwater Inlet Grate Adjustment (includes MOT)
Vehicle Removal
Police Officer Hours (per each including administrative fees)
6" Skip Traffic Stripe, Yellow paint
6” Solid Traffic Stripe, Yellow paint
6” Skip Traffic Stripe, White paint
6” Solid Traffic Stripe, White paint
6" Painted Parking Lot Stripe, White
6" Painted Parking Lot Strip, Blue
Solid Traffic Stripe (12" Cross-Walk), White Paint
18" Hatch Traffic Stripe, Yellow paint
18" Hatch Traffic Stripe, White paint
Solid Traffic Stripe (24" Stop Bar), White Paint
Standard Right and Left Turn arrows, White paint
Standard Pavement Message, White (per letter)
Standard “R x R” lettering, White paint (Two R's and One X)
Standard Handicap Symbol (Paint)
Standard Bike Path Markings, Symbol with Arrow
Standard Yield Symbol
Standard Concrete Wheel Stops, new and install
Standard Concrete Wheel Stops, remove and replace with same
Standard Concrete Wheel Stops, remove, dispose and install new
Retro-Reflective Pavement Marker - Amber / Amber
Retro-Reflective Pavement Marker - Red / White
Retro-Reflective Pavement Marker - Blue
Install Mat (mat ONLY - no ramp reconstruction)
Remove and Replace Mat only
FDOT CR-A (includes placement of mat)
FDOT CR-B (includes placement of mat)
FDOT CR-C (includes placement of mat)
FDOT CR-D (includes placement of mat)

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FDOT CR-E (includes placement of mat)
FDOT CR-F (includes placement of mat)
FDOT CR-G (includes placement of mat)
FDOT CR-H (includes placement of mat)
FDOT CR-K (includes placement of mat)
FDOT CR-L (includes placement of mat)
Grind Trip Hazard
Remove and Replace 5" or 6" Sidewalk beyond Ramp Area (includes excavation)
Concrete Removal (0" - 6" Thick)
Remove and Replace Concrete Curb and Gutter beyond Ramp Area (includes excavation)
Concrete Coping Wall, 6" Thick (over 0' to 1' high)
Concrete Coping Wall, 6" Thick (over 1' to 2' high)
Concrete Turn-down, 4" Thick (0" to 12" deep)
Concrete Turn-down, 4" Thick (12"to 18" deep)
Remove and Replace Asphalt Pavement beyond Ramp Area (includes excavation and sawcut), City Standard (Type S-1 or S-3)
Replace Brick Pavers

ıs:

:er the Unit Price for each line-item (it will automatically calculate the Extended Price).
:er the TOTAL BID amount in the "Lines" tab in 1Cloud.

ɜn entering the Unit Price, use only two digits past the decimal point. If more than two digits past the decimal poin : will be the official Unit Price.

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itation

Est. Qty.	Unit	Unit Price	Extended Price	Unit Price W/ CPI Increase	Extended Price W CPI InCrease
25,000	SY	$4.20	$105,000.00	$4.27	$106,858.50
170,000	SY	$6.95	$1,181,500.00	$7.07	$1,202,412.55
25,000	SY	$4.95	$123,750.00	$5.04	$125,940.38
25,000	SY	$7.50	$187,500.00	$7.63	$190,818.75
5,000	SY	$3.00	$15,000.00	$3.05	$15,265.50
10,000	SY	$0.50	$5,000.00	$0.51	$5,088.50
10,000	GAL	$32.00	$320,000.00	$32.57	$325,664.00
600,000	SY	$1.47	$882,000.00	$1.50	$897,611.40
30	EA	$1,150.00	$34,500.00	$1,170.36	$35,110.65
10	EA	$750.00	$7,500.00	$763.28	$7,632.75
5	EA	$120.00	$600.00	$122.12	$610.62
5	EA	$120.00	$600.00	$122.12	$610.62
10	EA	$200.00	$2,000.00	$203.54	$2,035.40
100	HR	$85.00	$8,500.00	$86.50	$8,650.45
2,000	LF	0	$0.00	$0.00	$0.00
5,000	LF	$1.45	$7,250.00	$1.48	$7,378.33
2,000	LF	$1.45	$2,900.00	$1.48	$2,951.33
1,000	LF	$1.45	$1,450.00	$1.48	$1,475.67
50	LF	$5.00	$250.00	$5.09	$254.43
50	LF	$7.00	$350.00	$7.12	$356.20
2,000	LF	$6.00	$12,000.00	$6.11	$12,212.40
200	LF	$6.00	$1,200.00	$6.11	$1,221.24
200	LF	$6.00	$1,200.00	$6.11	$1,221.24
1,000	LF	$20.00	$20,000.00	$20.35	$20,354.00
50	EA	$80.00	$4,000.00	$81.42	$4,070.80
25	EA	$50.00	$1,250.00	$50.89	$1,272.13
20	EA	$300.00	$6,000.00	$305.31	$6,106.20
15	EA	$70.00	$1,050.00	$71.24	$1,068.59
20	EA	$90.00	$1,800.00	$91.59	$1,831.86
50	EA	$90.00	$4,500.00	$91.59	$4,579.65
25	EA	$86.25	$2,156.25	$87.78	$2,194.42
25	EA	$92.00	$2,300.00	$93.63	$2,340.71
25	EA	$109.25	$2,731.25	$111.18	$2,779.59
2,000	EA	$6.00	$12,000.00	$6.11	$12,212.40
2,000	EA	$6.00	$12,000.00	$6.11	$12,212.40
150	EA	$27.00	$4,050.00	$27.48	$4,121.69
30	SF	$44.00	$1,320.00	$44.78	$1,343.36
25	EA	$62.00	$1,550.00	$63.10	$1,577.44
5	EA	$690.00	$3,450.00	$702.21	$3,511.07
5	EA	$690.00	$3,450.00	$702.21	$3,511.07
5	EA	$2,485.00	$12,425.00	$2,528.98	$12,644.92
10	EA	$1,035.00	$10,350.00	$1,053.32	$10,533.20

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50	EA	$2,277.00	$113,850.00	$2,317.30	$115,865.15
100	EA	$2,415.00	$241,500.00	$2,457.75	$245,774.55
10	EA	$1,035.00	$10,350.00	$1,053.32	$10,533.20
10	EA	$1,035.00	$10,350.00	$1,053.32	$10,533.20
5	EA	$1,035.00	$5,175.00	$1,053.32	$5,266.60
40	EA	$2,277.00	$91,080.00	$2,317.30	$92,692.12
200	LF	$5.75	$1,150.00	$5.85	$1,170.36
300	SY	$46.00	$13,800.00	$46.81	$14,044.26
300	SY	$7.00	$2,100.00	$7.12	$2,137.17
400	LF	$56.00	$22,400.00	$56.99	$22,796.48
1,300	LF	$21.00	$27,300.00	$21.37	$27,783.21
500	LF	$12.00	$6,000.00	$12.21	$6,106.20
50	LF	$12.00	$600.00	$12.21	$610.62
50	LF	$14.00	$700.00	$14.25	$712.39
100	SF	$14.00	$1,400.00	$14.25	$1,424.78
33	EA	$27.00	$891.00	$27.48	$906.77
TOTAL BID (ITEMS 1 - 59):			**$3,593,078.50**		**$3,656,675.99**

ıt are entered, the rounded off number in the

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Consumer Price Index for All Urban Consumers (CPI-U)
Original Data Value

Series Id: CUUR0300SA0,CUUS0300SA0
Not Seasonally Adjusted
Series Title: All items in South urban, all urban consumers, not
Area: South
Item: All items
Base Period: 1982-84=100
Years: 2015 to 2025

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
2015	226.855	227.944	229.337	229.957	230.886	232.026	231.719	231.260	230.913	230.860	230.422
2016	229.469	229.646	230.977	231.975	232.906	233.838	233.292	233.561	234.069	234.337	234.029
2017	235.492	236.052	236.154	236.728	236.774	237.346	236.942	237.892	239.649	239.067	238.861
2018	239.772	241.123	241.595	242.486	243.279	243.770	243.776	243.605	243.640	244.163	243.484
2019	242.547	243.856	245.554	246.847	246.667	246.515	247.250	246.953	246.891	247.423	247.385
2020	248.005	248.412	248.136	246.254	245.696	247.223	248.619	249.639	250.193	250.542	250.255
2021	252.067	253.386	255.319	257.207	259.343	261.668	263.013	263.728	264.593	267.160	268.360
2022	271.634	274.688	278.598	279.879	283.307	287.427	287.608	287.168	287.656	288.836	288.991
2023	290.438	292.285	293.358	295.315	295.889	296.789	297.279	298.975	299.657	299.394	298.930
2024	300.421	303.144	304.490	305.104	305.296	305.357	305.819	305.761	306.078	306.889	306.877
2025	308.911	309.987	310.183	311.087	311.514	312.330					

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Dec	Annual	HALF1	HALF2
229.581	230.147	229.501	230.793
234.204	232.692	231.469	233.915
238.512	237.456	236.424	238.487
242.150	242.737	242.004	243.470
247.289	246.265	245.331	247.199
250.693	248.639	247.288	249.990
269.263	261.259	256.498	266.020
288.205	283.666	279.256	288.077
298.754	296.422	294.012	298.832
307.007	305.187	303.969	306.405
		310.669	

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CPI for current period	312.330
LESS CPI for previous period	306.889
EQUALS Index point change	5.441
DIVIDED by previous period CPI	306.889
EQUALS	0.0177295
Result MULITIPLIED by 100	1.77295
EQUALS percent change	1.77%

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Jun-25
Oct-24
Subtract Oct 2024 from June 2025
Divide Index point change by Oct 2024
Total
Multiply that total by 100

Docusign Envelope ID: 8715D9BD-200A-4B29-9002-C40B2A639DD3

CONTRACT
BETWEEN
CITY OF JACKSONVILLE
AND
ASPHALT PAVING SYSTEMS, INC.
FOR
COUNTYWIDE ASPHALT PAVEMENT PRESERVATION AND REHABILITATION

THIS CONTRACT for countywide asphalt pavement preservation and rehabilitation is executed as of this 28th day of February, 2025 (the "Effective Date"), by and between the **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the Constitution and laws of the State of Florida (hereinafter the "Owner" or the "City"), and **ASPHALT PAVING SYSTEMS, INC.**, a foreign profit corporation with principal office at 500 North Egg Harbor Road, Hammonton, New Jersey 08037, and a Florida office at 9021 Wire Road, Zephyr Hills, Florida 33540 (hereinafter "Contractor").

WITNESSETH, that for the consideration and under the provisions hereinafter stated and referred to moving from each to the other of said parties respectively, it is mutually understood and agreed as follows:

1. That Contractor is the lowest responsive and responsible bidder for furnishing, not by way of limitation, all labor, materials, and equipment and performing all operations necessary for countywide asphalt pavement preservation and rehabilitation, all in accordance with plans, drawings, and specifications hereinafter referred to and has been awarded this Contract for said work pursuant to award made November 14, 2024.

2. The Contractor will at its own cost and expense do the work required to be done and furnish the materials required to be furnished on said Project in accordance with plans and specifications prepared by Eisman & Russo Consulting Engineers, Inc.for the Right-of-Way and Stormwater Maintenance Division of the City of Jacksonville's Department of Public Works, bid number ITB-15937-24, bid date September 5, 2024, designated as *Specifications for Countywide Asphalt Pavement Preservation and Rehabilitation*, and strictly in accordance with the advertisement calling for bids, plans, specifications, blueprints, addenda, requirements of the City of Jacksonville, proposal of the said Contractor, and award therefor (hereinafter collectively the "Contract Documents") now on file in the Office of the Chief of the Procurement Division of

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the City of Jacksonville, all of which are by this reference specifically made a part hereof to the same extent as if fully set out herein, for a total amount not-to-exceed THREE MILLION FIVE HUNDRED NINETY-FIVE THOUSAND NINE HUNDRED SEVENTY-EIGHT AND 50/100 USD ($3,595,978.50), at and for the prices and on the terms contained in the Contract Documents; provided however, the above-stated amount will not be encumbered by this Contract. Instead, it will be encumbered in whole or in part by subsequently issued purchase orders. Such purchase orders shall be binding upon the parties hereto and must incorporate the provisions of this Contract. All funds control checking shall be made and performed at the time such purchase orders are issued.

3. On Contractor's faithful performance of this Contract, the Owner will pay the Contractor in accordance with the terms and on the conditions stated in the Contract Documents.

4. The period of service of this Contract shall commence on the Effective Date, and continue in full force and effect until September 30, 2027, unless earlier terminated as provided in the Contract Documents. This Contract may be renewed for one (1) period of two (2) years in the sole discretion of the Owner. Such renewal shall be on terms and conditions that are acceptable to both parties.

5. Contractor shall submit and record all payment and performance bonds in the Official Records of Duval County, as required by Section 255.05, Florida Statutes.

6. Notwithstanding any provision to the contrary in this Contract or in the Contract Documents, the Owner has the absolute right to terminate this Contract without cause for convenience by giving the Contractor thirty (30) days' advance written notice of the date of termination. Such notice shall be delivered by Certified United States Mail, return receipt requested, or by any other delivery method with evidence of receipt to the Contractor's representative who signed this Contract at the address specified in the Contract Documents.

7. This Contract and all amendments hereto may be executed in several counterparts, each of which shall be deemed to be an original, and all of such counterparts together shall constitute one and the same instrument.

[Remainder of page left blank intentionally. Signature page follows immediately.]

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IN WITNESS WHEREOF, the parties hereto have duly executed this Contract in duplicate the day and year first above written.

ATTEST:

By _____
James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE, FLORIDA

By _____
Donna Deegan, Mayor

OWNER

Karen Bowling
Chief Administrative Officer
For: Mayor Donna Deegan
Under Authority Of:
Executive Order No: 2023-02

WITNESS:

_____
Signature

Kenneth Messina
Type/Print Name

Secretary
Title

ASPHALT PAVING SYSTEMS, INC.

_____
Signature

Robert Capoferri
Type/Print Name

President
Title

CONTRACTOR

Form Approved

_____
Assistant General Counsel

GC-#1661178-v1-Asphalt_Paving_Countywide_Asphalt_P&R_ RTF

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Contract Purchase Agreement POA-71643-25

Agreement	POA-71643-25
Agreement Date	18-NOV-2024
Revision	0
Agreement Amount	3,595,978.50 USD
Solicitation Number	ITB-15937-24

Sold To
City of Jacksonville
117 West Duval Street
Suite 375
JACKSONVILLE, FL 32202
US

Supplier
Asphalt Paving Systems, Inc
9021 Wire Road
ZEPHYRHILLS, FL 33540

Notes In accordance with ITB-15937-24 Countywide Asphalt Pavement Preservation and Rehabilitation

Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
21758	Net 30	Freight Prepaid	FOB Destination	Best Way
Start Date	**End Date**		**Confirm To**	
30-Sep-2024	29-Sep-2027		David Klages dklages@coj.net	

DRAFT

This Order is subject to the General Conditions attached here to. Manufacturer's Federal excise tax exempt no 59-89-0120K Florida State sales and use tax exemption no. 85-8012621607C-8	Approved by Dustin L. Freeman, Chief of Procurement Division