



Contract Tracking Sheet

All contracts shall be routed via ContractWorks under a Contract Tracking Sheet. The Requesting Department shall complete Section 1 and email this sheet along with all requested attachments for routing by the Contracts and Procurement Department. Please submit requests to purchasing@eastpointcity.org. All signers will be notified by the ContractWorks system and all signers and the Selected Provider will automatically receive a copy of the fully executed agreement.

Section 1 - Requesting Department

Name of Department: Public Works
Solicitation Number: 2025-1891
Contract Description: Hot in place (HIP) Resurfacing & microsurfacing
Name of Selected Provider: Asphalt Paving Systems Inc
Email Address of Selected Provider's Contact Person: ddclarkaps@gmail.com

Is this procurement over \$25,000? **Yes**
Has this procurement been approved by City Council? **Yes**
Provide the account number of the funding account _____

Check here if the Council Meeting Agenda has been attached (highlight the section evidencing approval) X

Check here if the Contract has been signed by the Selected Provider and attached X

Check here if the completed E-Verify form has been attached

Check here if the Certificate of Insurance has been attached

If any of these documents are required, but not attached, please contact Contracts & Procurement immediately.

Department Authorized Signature: Date: **05/09/2025**
Name of Authorized Signer: **Jeff Reeves**

Section 2 – Contracts and Procurement Approval

C&P Director's Authorized Signature: Date: **05/09/2025**
Name of Authorized Signer: **Derman Lawrence**

Section 3 – City Attorney's Approval

City Attorney's Authorized Signature: Date: **05/09/2025**
Name of Authorized Signer: **L'Erin Wiggins**

Section 4 – Finance Department Approvals

Budget Manager's Authorized Signature: Date: **05/09/2025**
Name of Authorized Signer: **Elizabeth Cartwright**

Finance Director's Authorized Signature: Date: **05/09/2025**
Name of Authorized Signer: **Shannon Golden**

Section 5 – City Manager's Approval

City Manager's Authorized Signature: Date: **05/09/2025**
Name of Authorized Signer: **Redmond Jones**

Section 6 – City Clerk's Acknowledgement

City Clerk's Authorized Signature: Date: **06/05/2025**
Name of Authorized Signer: **Keshia McCullough**

Section 7 – Mayor's Approval*

Authorized Signature: Date: **06/18/2025**
Name of Authorized Signer: **Deana Holiday Ingraham**
***Please also sign the contract**



Exhibit "L"
Standard Contract Form
(Requires signature)

Solicitation Title Hot in Place (HIP) Resurfacing and Micro Surfacing	Solicitation Number 2025-1891	Contract Number 2025-1891
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1. This Contract is entered into between East Point, Georgia, and the Contractor named below:

City of East Point, Georgia (hereafter referred to as "the City")

Contractor's Name
Asphalt Paving Systems, Inc. (hereafter referred to as "the Contractor")

2. Contract to Begin: _____ Date of Completion: _____ Renewals, if any (by Fiscal Year): _____

3. Performance Bond, if any: _____ Other Bonds, if any: _____

4. Maximum Amount of this Contract: \$4,889,560.15	Contract Expenditure Dependent Upon Services Rendered But Not to Exceed:	Total Financial Obligation of East Point, Georgia for each Renewal Period if Renewable and Renewed:
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5. Authorized Person to Receive Contract Notices for East Point, Georgia (include email): _____ Authorized Person to Receive Contract Notices for Contractor (include email): **ddclarkaps@gmail.com**

6. This Contract includes the following attachments which are by this reference made a part hereof:

Attachment 1: Solicitation (referenced above)
Attachment 2: Contractor's Bid
Attachment 3: N/A
List other attachments, if any:

IN WITNESS WHEREOF, this Contract has been executed by the parties hereto.

7. **Contractor**

Contractor's Name
Asphalt Paving Systems, Inc.

By (Authorized Signature) <i>Robert Capoferri</i> <small>99E4BC98206481D885D14CF798F914C contractworks</small>	Date Signed 05/09/2025
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Printed Name and Title of Person Signing
Robert Capoferri **President**

Address and Telephone Number
6789 HWY 67 Brooklet GA 30415 813-788-0010

8. **City of East Point, Georgia**

City of East Point, Georgia

By (Authorized Signature) <i>Deana Holiday Ingraham</i> <small>AF32062C45613E707519AE34173445EA contractworks</small>	Date Signed 06/18/2025
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Printed Name and Title of Person Signing:
Deana Holiday Ingraham, Mayor

Address:
2757 East Point Street, East Point, Georgia, 30344

CITY OF EAST POINT, GEORGIA, CONTRACT TERMS AND CONDITIONS

Attest:

Keshia McCullough

By:

DBFE209E5ECDFB48B9DF0853813E16D contractworks
Keshia McCullough, City Clerk

Date: 06/05/2025

Approved as to Form:

L'Erin Wiggins

By:

65A93668E83F32CE0005F4D8546C4EA3 contractworks

L'Erin Wiggins, City Attorney

Date: 05/09/2025

CITY OF EAST POINT, GEORGIA, CONTRACT TERMS AND CONDITIONS

ARTICLE I

THE CONTRACT AND THE CONTRACT DOCUMENTS

1.1 The Contract

1.1.1 The Contract between the City and the Contractor, of which this Agreement is a part, consists of the Contract Documents and the listed associated documents. It shall be effective on the date this Agreement is executed by the last party to execute it.

1.2 The Contract Documents

1.2.1 The Contract Documents consist of this Agreement, the Specifications, the Drawings, all Change Orders, and Field Orders issued hereafter, any other amendments hereto executed by the parties hereafter, together with any and all of the following if prepared and issued by the City:

A. Advertisement for Competitive Sealed Bids; Formal Solicitation; Invitation To Bid; Request for Proposals; Request for Qualifications; Provider's Contact Sheet(s); Bid Price Sheet(s); Materials Listing(s); Request for "Best and Final" Offer; "Best and Final" Offer; Bid Tabulation Sheet(s); Evaluation Committee Score Tabulation; Cost Comparison; Cost Score Determination; E-Verify Affidavit(s); S.A.V.E. Affidavit; Contractor Qualifications and References Form; Bid Specifications; Special Provisions; Bid Drawing(s); Project Drawing(s); Bid Bond; Payment Bond; Performance Bond; Notice of Award; Notice to Proceed; Change Order(s); Change Notice(s); Certificate of Substantial Completion, and the following:

The above documents shall collectively and individually be known herein as **Exhibit A**.

B. Documents not enumerated in Paragraph 1.2, or added to the list herein, are not Contract Documents and do not form any part of this Contract.

1.3 Entire Agreement

1.3.1 This Contract, together with the Contractor's performance and payment bonds for the Project, if any, constitute the entire and exclusive agreement between the City and the Contractor. Specifically, but without limitation, this Contract supersedes any bid documents and all prior written or oral communications, representations, and/or negotiations, if any, between the City and Contractor.

1.4 No Privity with Others

1.4.1 Nothing contained in this Contract shall create, or be interpreted to create, privity, or any other contractual agreement between the City and any person or entity other than the Contractor.

1.5 Intent and Interpretation

1.5.1 The intent of this Contract is to require complete, correct, and timely execution of the Work/services requested and/or required. Any Work/services that may be required, implied, or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended results shall be provided by the Contractor for the Contract Price stated.

1.5.2 This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

1.5.3 When a word, term, or phrase is used in this Contract, it shall be interpreted or construed, first, as defined herein; second, if not defined herein, according to its generally accepted meaning in the industry/business specific to this Contract; and third, if there is no generally accepted meaning for the word, term, or phrase in the industry/business specific to this Contract, then according to the word's, term's, or phrase's common and customary usage in the English language.

1.5.4 The words "include", "includes", or "including", as used in this Contract, shall be deemed to be followed by the phrase, "without limitation".

CITY OF EAST POINT, GEORGIA, CONTRACT TERMS AND CONDITIONS

1.5.5 The specification herein of any act, failure, refusal, omission, event, occurrence, or condition as constituting a material breach of this Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence, or condition shall be deemed not to constitute a material breach of this Contract.

1.5.6 Words or terms used as nouns in this Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

1.5.7 The Contractor shall have a continuing duty to read, carefully study, and compare each of the Contract Documents, the Shop Drawings, if any, and the Product Data, if any, the Specifications, the Scope of Service(s), the List of Deliverables, provided Data and/or Samples required, and shall give written notice to the City of any inconsistency, ambiguity, error, or omission the Contractor may discover with respect to these documents before proceeding with the affected Work/Service. The issuance, or the express or implied approval by the City or the City's assigned Project Manager, of the Contract Documents, Shop Drawings, or Product Data, or List of Deliverables, or Samples shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor's compliance with this Contract. The City has requested the Architect, Consultant, Engineer, or Collaborator to only prepare documents for the Project, including the Drawings and Specifications for the Project, which are accurate, adequate, consistent, coordinated, and sufficient for presentation of the Project for solicitation, and/or has made a bone fide effort to prepare documents for the Service, including Scope of Service(s) and/or a List of Deliverables, which are accurate, adequate, consistent, coordinated and sufficient for providing the Service(s) and/or Deliverables stipulated in the solicitation. HOWEVER, THE CITY MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING THE THOROUGHNESS OF SUCH DOCUMENTS AND/OR THEIR RELIABILITY. By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed, and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated, and sufficient for preceding with the Project and/or Service, and that the Contractor has not, does not, and shall not rely upon any representation or warranties by the City concerning such documents as no such representation or warranties have been or are hereby being made.

1.5.8 Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization or arrangement of the Design and/or Deliverables, shall control the Contractor in dividing the Work / Service or in establishing the extent or Scope of the Work/Scope of the Service to be performed by Subcontractors.

1.6 Ownership of Contract Documents

1.6.1 All of the Contract Documents, and any documentation and/or data provided to the Contractor for the purpose of completing a Service required and/or a Deliverable designated in the Contract Documents, shall remain the property of the City. The Contractor shall have the right to keep one (1) record set of the Contract Documents upon completion of the Project; provided, however, that in no event shall Contractor use, or permit to be used, any or all of such Contract Documents on other projects without the City's prior written authorization. At the termination of the Contract, or upon a written request of the City, the Contractor must return any documentation and/or data provided which the City has designated as "Confidential" and/or "Proprietary" in nature.

1.7 Hierarchy of Contract Documents

1.7.1 In the event of any conflict, discrepancy, or inconsistency among any of the Contract Documents, the following hierarchy shall control: (a) as between figures given on drawings and the scaled measurements, the figures shall govern; (b) as between large scale drawings and small scale drawings, the large scale shall govern; (c) as between drawings and specifications, the requirements of the specifications shall govern; (d) as between this Contract and the specifications, the requirements of this Contract, if different, shall govern. As set forth hereinabove, any and all conflicts, discrepancies, or inconsistencies shall be immediately reported to the City's designated Project Manager or Contract Administrator in writing by the Contractor.

ARTICLE II **THE WORK / SERVICE**

2.1 The Contractor shall perform all of the Work/Service and shall provide all of the Deliverables required, implied, or reasonably inferable from, this Contract.

CITY OF EAST POINT, GEORGIA, CONTRACT TERMS AND CONDITIONS

2.2 The terms "Work" and "Service" shall mean whatever is done by or required of the Contractor to perform and complete its duties under this Contract, including the following: construction of the whole or a designated part of the Project and/or the preparation and delivery of the items designated as Deliverables; furnishing of any required surety bonds and insurance; the provision or furnishing of labor, supervision, expertise, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of the Contractor; and the provision of fuel, heat, light, cooling and all other utilities as may be required by this Contract. The Contractor is also required to ensure the complete and proper functioning of all items, equipment, and fixtures and/or the timely preparation and the anticipated applicability of any and all Deliverables provided.

2.3 This project will resurface the following roads utilizing Hot-in-Place and Micro surfacing methods:

- Ale Circle, from Redwine Road to Washington Road
- Cumberland Road, from Redwine Road to Pomona Way
- Dresden Trail, from Mount Olive Road to Cul-de-Sac
- Duke of Gloucester, from Mount Olive Road to Prince George Street
- Duke of Windsor, from Cul-de-Sac to Cul-de-Sac
- Mount Vernon Drive, from Redwine Road to Cul-de-Sac
- Pomona Way, from Cumberland Road to Ale Circle
- Potomac Court, from Cul-de-Sac to Cul-de-Sac
- Potomac Terrace, from Redwine Road to West Potomac Drive
- Prince George Street, from Redwine Road to Grant Way
- Redwine Road, from Washington Road to Dead End
- Redwine Court, from Redwine Road to Cul-de-Sac
- Scenic Drive, from Duke of Gloucester to Redwine Road
- Scenic Terrace, from Scenic Drive to Scenic Drive
- Sir Henry Street, from Duke of Gloucester to Grant Way
- Somerled Trail, from Ben Hill Road to Ridge Road
- Sloop Way, from Somerled Trail to Dead End
- Somerlane Trail, from Sloop Way to Ridge Road
- St John Drive, from Stone Road to Cul-de-Sac
- Victoria Drive, from West Potomac Drive to Washington Road
- West Rugby Avenue, from Mount Olive Road to Dodson Drive Connector
- West Potomac Drive, from Mount Vernon Drive to Washington Road
- Parkview Square, from Heritage Parkway to Heritage Parkway
- Parkway Circle, from Heritage Parkway to Heritage Parkway
- Heritage Park Boulevard, from Ben Hill Road to Parkway Circle
- Heritage Parkway, from Ben Hill Road to Heritage Parkway
- Tradition Parkway, from Ben Hill Road to Legacy Square
- Highpoint Lane, from Heritage Parkway to Highpoint Way
- Legacy Square, from Highpoint Lane to Highpoint Way
- Heritage Circle, from Highpoint Way to Highpoint Way
- West Gate Boulevard, from Will Lee Road to Highpoint Way
- Highpoint Way, from Legacy Square to Dead End
- Lakeside Boulevard, from Old Fairburn Road to Clubhouse Circle
- Lake Estates Way, from Lakeside Boulevard to Clubhouse Circle
- Quillback Court, from Lake Estates Way to Cul-de-Sac
- Lake Enclave Way, from Lakeside Boulevard to Lake Estates Way
- Lake Haven Way, from Lake Estates Way to Lake Haven Way
- Lake Manor Way, from Clubhouse Circle to Lake Manor Way
- Ironwood Drive, from Lake Manor Way to Cul-de-Sac
- May Apple Lane, from Lake Manor Way to Lake Manor Way
- Clubhouse Circle
- Kingfisher Drive, from Jailette Road to Otter Dam Court
- Lake Sanctuary Way, from Kingfisher Drive to Clubhouse Circle
- Otter Dam Court, from Lake Sanctuary Way to Cul-de-Sac
- Beaver Dam Court, from Kingfisher to Cul-de-Sac

This project will resurface the following roads utilizing Microsurfacing only methods:

- Savannah Court, from Savannah Trace to Cul-de-Sac
- Savannah Drive, from Ben Hill Road to Cul-de-Sac

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- Savannah Lane, from Savannah Run to South Dead End
- Savannah Run, from the Cul-de-Sac to East Dead End
- Savannah Trace, from Somerled Trail to Savannah Drive
- Savannah Trail, from Savannah Run to Cul-de-Sac

A. PURPOSE, INTENT AND PROJECT DESCRIPTION

The City of East Point (CITY) requests all qualified contractors to submit bids. The CONTRACTOR will bid on Hot-In-Place Recycling (HIP) and Micro Surfacing of Selected Streets in the City of East Point using City of East Point funding. The CONTRACTOR will be responsible for providing the clean-up, traffic control and hauling off the material debris. Except as noted, this project will follow current Georgia Department of Transportation (GDOT) Specifications and GDOT English Standards and Details except as noted.

A CITY Road Department Personnel (INSPECTOR) will be onsite for the duration of the construction activities. All communication from the CONTRACTOR will be directed to the INSPECTOR.

B. PROSECUTION AND PROGRESS

The CONTRACTOR must begin work within thirty (30) days of receiving the Notice to Proceed. It is anticipated the Notice to Proceed will be issued in middle of July. The CONTRACTOR will mobilize with sufficient forces such that all HIP and Micro Resurfacing is completed by TBD.

Normal workday for this project shall be 8:30 AM to 7:00 PM with active construction activities to be completed daily by 6:00 PM and clean up completed by 7:00PM. The normal work week shall be Monday through Saturday. The CITY will consider extended workdays or work weeks on a case-by-case written request by the CONTRACTOR. No work will be allowed on the following City of East Point observed holidays: Thanksgiving, the day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Day, MLK Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day and the associated weekends with these holidays. The CONTRACTOR shall submit a schedule every Thursday detailing which roads will be worked the following week. The schedule must be emailed to the INSPECTOR. The INSPECTOR reserves the right to prohibit work on any roads not included in the weekly schedule. This schedule must accurately represent the intended work and cannot be vague or broad such as listing every road in the contract.

The CONTRACTOR shall be assessed liquidated damages in the amount of \$500.00 per calendar day (except for weekends and CITY holidays) for any work not completed by June 20, 2026. The CONTRACTOR and CITY recognize that time is of the essence in completion of the work included herein, and that the CITY will suffer financial and other losses if not completed by the date specified. These liquidated damages are not established as a penalty, but as agreed upon in advance by the CITY and the CONTRACTOR due to the uncertainty and difficulty of making accurate estimation as to the actual and consequential damages which would be incurred by the CITY and the general public as a result of the failure on the part of the CONTRACTOR to complete the work on time.

The CONTRACTOR is granted twenty (20) available days to complete all items on the punch list once the punch list is issued by the INSPECTOR. During this time no liquidated damages will be assessed. If the CONTRACTOR is already in liquidated damages prior to beginning the punch list then liquidated damages will be postponed for the twenty (20) available days. Once the twenty (20) available days expires then liquidated damages will continue to accrue if CONTRACTOR fails to complete the punch list.

C. AUTHORITY OF THE ENGINEER

CITY INSPECTOR will be onsite for the duration of the construction activities. The INSPECTOR will be responsible for the day-to-day monitoring of the construction contract in the field, assuring that the CITY and GDOT specifications are adhered to, and that the construction work is in conformance with the intent of this document.

D. PERMITS AND LICENSES

The CONTRACTOR shall procure all permits and licenses, pay all charges, taxes, and fees, and give all notice necessary. This work shall be considered incidental and not paid for separately.

E. MATERIALS

The CONTRACTOR will be responsible for quality control testing of materials incorporated into the project. The INSPECTOR will be responsible for QUALITY ASSURANCE testing of materials incorporated into the project. Materials test frequency will, at minimum, meet GDOT specifications or as noted in the special provisions. Copies of ALL test results and documentation will be provided to the CONTRACTOR. All materials will meet appropriate GDOT Specifications unless otherwise noted.

CITY OF EAST POINT, GEORGIA, CONTRACT TERMS AND CONDITIONS

Samples of all materials provided by the CONTRACTOR will be subject to submittal to the Georgia Department of Transportation Testing Laboratory and/or other approved testing labs; any material found to be non-compliant with the specifications will be rejected. CONTRACTOR will be responsible for replacing any materials and work performed from rejected sample lot at no cost to the CITY.

F. DEVIATION OF QUANTITIES

The quantities given are estimates only and may vary from those indicated by the contract. It is the responsibility of the CONTRACTOR to inspect the project site before submitting their bid. The CITY reserves the right to add, delete, increase, decrease or substitute items at any time. The CONTRACTOR will notify the INSPECTOR if additional quantities or line items are needed that is not identified in the contract quantities. At no time will the CONTRACTOR proceed with work outside the prescribed Scope of Services for which additional payment will be requested without the written authorization of the CITY. The CONTRACTOR will not be entitled to an adjustment of the unit price on items which increase or decrease from the original plan quantity.

G. UTILITIES

The CONTRACTOR shall contact utility companies to identify adjacent utilities prior to beginning construction operations. If any utility identified conflicts with construction operations, the CONTRACTOR would notify the onsite inspector prior to commencement of construction operations in the affected area.

H. TRAFFIC CONTROL

The CONTRACTOR shall, always, conduct his work to assure the least possible obstruction of traffic. The safety and convenience of the public, the residents along the roadways and the protection of persons and property shall be provided for by the CONTRACTOR as specified in the State of Georgia Department of Transportation Standard Specifications, Sections 104.05 and 107.09. Traffic whose origin and destination are within the limits of the project shall be always provided ingress and egress unless otherwise specified by the CITY. The ingress and egress include entrances and exits via driveways at various properties and access to the intersecting roads and streets. The CONTRACTOR shall maintain sufficient personnel and equipment (always including certified flaggers and traffic control signing) on the project, particularly during inclement weather, to ensure that ingress and egress are safely provided when and where needed. Mailboxes and fire hydrants shall not be obstructed from access. Two-way traffic shall be always maintained, utilizing certified flaggers as necessary, unless otherwise specified or approved by the CITY. Certain subdivision streets are of a width that will require closing the road temporarily during milling and/or paving operations. In the event of an emergency, the CONTRACTOR shall provide access to emergency vehicles and/or emergency personnel through or around the construction area.

The CONTRACTOR shall furnish, install, and maintain all necessary and required barricades, signs, and other traffic control devices in accordance with the MUTCD and GDOT specifications, and take all necessary precautions for the protection of the workers and safety of the public. All personnel and equipment required for maintaining public convenience and safety will be paid for in the Mobilization and Traffic Control Lump Sum pay item. Due to the temporary nature of this work, traffic control signs can be placed on tripods.

All existing signs, markers and other traffic control devices removed or damaged during construction operations will be reinstalled or replaced at the CONTRACTOR'S expense. At no time will the CONTRACTOR remove regulatory signing which may cause a hazard to the public.

I. HOT-IN-PLACE RECYCLING

Basic provisions for hot-in-place recycling work will refer to GDOT Specification 403 of the 2021 GDOT Standard Specifications Construction of Transportation Systems. The CITY is open to accept under the exemptions section of this bid package for CONTRACTOR to submit any modifications to this specification to full fill the intent of this bid package. CITY will review and pre-approve any exemptions to GDOT specifications.

J. MICRO-SURFACING

All micro surfacing work will be done per GDOT Specification 428 of the 2021 GDOT Standard Specifications Construction of Transportation Systems. This work is funded by City of East Point funds and will require the contractor to use only approved GDOT material sources from the GDOT QPL list and supply the CITY with required tickets of all materials used on this project. Single application of micro surfacing will be placed at a minimum spread rate of 24lbs/sy.

K. STRIPING

CONTRACTOR will be responsible for temporary tape after HIP is completed and temporary yellow centerline paint within 24 hours after the micro surfacing are completed. All temporary tape and temporary striping needed outside of the Price Sheet line item quantity shall be included in the Mobilization and Traffic Control lump sum amount. The City of East Point will be responsible for coordinating the final thermoplastic pavement markings, raised pavement markings and all stop bars.

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L. CLEANUP

Cleanup of roadways is required after each operation, (i.e., Hot-in-Place, Micro-Surfacing, etc). Final restoration and clean-up work shall be performed immediately after a street is completed. Sweeping of debris into sides of roads is not acceptable. All loose debris shall be removed from the roadway surface. Work will not be allowed to proceed and progress payments will be withheld until cleanup has been completed as directed by the INSPECTOR.

M. WARRANTY

The City of East Point will require a one-year warranty on all completed work.

ARTICLE III CONTRACT TIME

3.1 Time Regarding the Completion of Work

3.1.1 The Contractor shall commence the Work under this Agreement on the date established by a written Notice to Proceed given by the City to the Contractor fixing the date on which the Contract time shall commence to run. The Contractor shall achieve Substantial Completion of the Work within the time established by the written solicitation documents, the Notice of Award, and the Notice to Proceed. The number of calendar days from the date on which the Work is permitted to proceed, through the date set forth for Substantial Completion, shall constitute the "Contract Time."

3.2 Liquidated Damages

3.2.1 The Contractor shall pay the City the sum of **Four hundred and fifty dollars (\$450)** per calendar day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as Liquidated Damages representing an estimate of delay damages likely to be sustained by the City, estimated at or before the time of executing this Contract. When the City reasonably believes that Substantial Completion shall be inexcusably delayed, the City shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the City to be adequate to recover Liquidated Damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the City has withheld payment, the City shall promptly release to the Contractor those funds withheld, but no longer applicable, as Liquidated Damages.

3.3 Force Majeure

3.3.1 Neither party to this Contract shall be responsible for delays or failures in performance resulting from acts beyond the control of such party. Such acts shall include but not be limited to acts of God, strikes, riots, lock-outs, acts of war, epidemics, fire, earthquakes, and / or other disasters.

3.4 Substantial Completion of Work

3.4.1 "Substantial Completion" is herein set at **three hundred and sixty five (365)** Work Days (Monday through Friday unless otherwise noted) and means that stage in the progression of the Work when the Work is sufficiently complete in accordance with this Contract that the City can enjoy beneficial use and occupancy of the Work and can utilize the Work for its intended purpose. Partial use or occupancy of the Project shall not result in the Project being deemed substantially complete, and such partial use or occupancy shall not be evidence of Substantial Completion.

3.5 Time Regarding the Completion of Services

3.5.1 The Contractor shall commence the provision of Service(s) under this Agreement on _____ day of _____, 20____, and Service(s) shall be completed and this Contract shall expire on _____ day of _____, 20____. The number of calendar days from the date on which Service(s) shall commence through the date set forth as the Agreement expiration date shall constitute the "Contract Time" for Service(s). If so agreed upon, this Agreement may be extended without interruption of Service(s) beyond the expiration date stipulated above upon the written consent of both parties. Such Agreement extension shall be governed by the terms and conditions of the City's Municipal Code, City policy and procedures, and the terms and conditions of the supporting documents

CITY OF EAST POINT, GEORGIA, CONTRACT TERMS AND CONDITIONS

(Exhibit A)

3.6 Time is of the Essence

3.6.1 All limitations of time set forth in the Contract Documents are the essence of this Contract.

ARTICLE IV CONTRACT PRICE

4.1 The Contract Price Agreed Upon

4.1.1 The City shall pay, and the Contractor shall accept, as full and complete payment for the Contractor's timely performance of its obligations hereunder, a sum or sums based upon the prices and amounts set forth in Paragraph 4.1.2 below. The prices and amounts set forth in Paragraph 4.1.2 shall not be modified except by Change Order / Change Notice as provided in this Agreement.

4.1.2 The amounts agreed to for prices are as follows:

REFERENCE ATTACHED EXHIBIT B

Exhibit B documents shall consist of **Bid Price Sheet(s)** and/or **Contractor's Cost Proposal** and/or **Contractor's Quotation**. The listed documents shall collectively and individually be known herein as **Exhibit B**. The documents listed herein may also be included as a part of **Exhibit A** and as such will not be excluded or eliminated as part of **Exhibit B**.

ARTICLE V PAYMENT OF THE CONTRACT PRICE

5.2 Payment Procedure

5.2.1 The City shall pay the Contract Price as stated in **Exhibit B** to the Contractor as provided below.

5.2.2 Once every calendar month, or before the **fifteenth** (15th) day of each month, after commencement of the Service(s), the Contractor shall submit a Request for Payment (Invoice) for the work and/or service period ending the **last day of the previous month** to the City in such form and manner, and with such supporting data and content as the City may require. Therein, the Contractor may request payment for Work and/or Service(s) and/or Deliverables provided under the Contract that are compliant with the specifications, terms and conditions of this Contract, as provided in **Exhibit A** and **Exhibit B**. Each such Request for Payment (Invoice) shall bear a unique invoice number, shall be signed by the Contractor and shall be submitted to the City in triplicate consisting of one (1) original and two (2) identical copies. The Request for Payment (Invoice) shall constitute the Contractor's representation and attestant that the Work and/or Service(s) and/or Deliverables for which payment is requested has been performed and/or provided in accordance with the specifications, terms and conditions of this Contract and **Exhibit A**, that any and all work associated with the Work and/or Service(s) and/or Deliverables has been properly performed in full accordance with this Contract and **Exhibit A**, and that the Contractor knows of no reason why payment should not be made by the City as requested. Thereafter, the City's appointed representative shall review the Request for Payment (Invoice) and the supporting data and may also review the Work and/or Service site(s) and/or the Deliverables to determine whether the quantity and quality of the Work and/or Service(s) and/or Deliverables is as represented in the Request for Payment (Invoice) and is as required by this Contract and **Exhibit A**. The City's appointed representative shall calculate, determine, and certify to the City the monies properly owing to the Contractor and shall affix their signature to the same. The City's Accounting Department shall make payment to the Contractor within **thirty (30)** business days following the City's appointed representative's receipt of each monthly Request for Payment (Invoice). The amount of each payment shall be the amount certified for payment by the City's appointed representative less such amounts, if any, otherwise owed by the Contractor to the City or which the City shall have the right to withhold as authorized by this Contract or **Exhibit A**.

5.2.3 The Contractor warrants that title involved in the provision of the Work and/or Service(s) and/or Deliverables covered by a Request for Payment (Invoice) shall pass to the City no later than the time of payment. The Contractor further warrants that upon submittal of a Request for Payment (Invoice), all Work and/or Service(s) and/or Deliverables for which payments have been received from the City shall be free and clear of liens, claims, security interest, or other encumbrances in favor of the Contractor or any other person or

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entity whatsoever.

5.2.4 The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor on account of such Subcontractor's Work and/or Service(s), the amount to which such Subcontractor is entitled. In the event the City becomes informed that the Contractor has not paid a Subcontractor as herein provided, the City shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by the City, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the City to repeat the procedure in the future.

5.2.6 No payment, nor any use of the Project or Deliverable(s) by the City, shall be interpreted to constitute an acceptance of any Work and/or Service(s) not in strict accordance with this Contract and/or **Exhibit A**.

5.3 Withheld Payment

5.3.1 The City may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect the City from loss because of:

- (a) Defective and/or inadequate Work and/or Service(s), and/or Deliverables not remedied by the Contractor or, in the opinion of the City, not likely to be remedied by the Contractor;
- (b) Claims of third parties against the City or the City's property resulting from the action(s) and/or inaction(s) on the part of the Contractor;
- (c) Failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;
- (d) Evidence that the balance of the Work and/or Service(s), and/or Deliverables cannot and/or will not be completed in accordance with the Contract for any unpaid balance of the Contract Price;
- (e) Evidence that the Work and/or Service(s), and/or Deliverables shall not be completed in the time required by this Contract and **Exhibit A**;
- (f) Persistent failure to provide the Work and/or Service(s) and/or Deliverables in a timely manner and/or in accordance with this Contract and **Exhibit A**;
- (g) Damage to the City and/or a third party to whom the City is, or may be, liable, that is a direct and/or indirect result of the Contractor's action(s) and/or inaction(s).

In the event that the City makes written demand upon the Contractor for amounts previously paid by the City as contemplated in this Subparagraph 5.3.1, the Contractor shall promptly comply with such demand, and make payment in full to the City within no more than thirty (30) calendar days from such notification.

5.4 Unexcused Failure to Pay

5.4.1 If within sixty (60) calendar days after the date established herein for payment to the Contractor by the City, the City, without cause or basis hereunder, fails to pay the Contractor any amount then due and payable to the Contractor, then the Contractor may, after ten (10) additional business days' written notice to the City and the City's appointed representative, and without prejudice to any other available rights or remedies it may have, stop the provision of Work and/or Service(s), and/or Deliverables until payment of those amounts due from the City have been received. Any payment not made within a further sixty (60) calendar days after the date due shall bear an interest at the rate and /or non-payment penalty of no more than four percent (4%) per annum.

5.5 Final Payment for Service(s) Rendered

5.5.1 The Contractor shall not be entitled to final payment for Work and/or Service(s) and/or Deliverables provided unless and until the Contractor submits to the City's appointed representative and City all documents required by this Contract, including, but not limited to, an affidavit that all payrolls and invoices for goods, materials, supplies, equipment, fixtures, appliances, tools, parts, facilities, transportation, delivery,

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shipping, mailing, storage, and any other liabilities connected with the provision of the Work and/or Service(s) and/or Deliverables for which the City, or the City's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of lien from all Subcontractors of the Contractor and of any and all other parties required by the City's appointed representative or the City; consent of Surety, if any, to final payment. If any third party fails or refuses to provide a release of claim or waiver of lien as required by the City, the Contractor shall furnish a bond satisfactory to the City to discharge any such lien or to fully indemnify the City from any and all liability.

5.5.2 Upon the Contractor's providing the above required documentation to the City, the City's appointed representative shall review the documentation and shall approve it. The City shall then make final payment of all sums due the Contractor no later than forty-five (45) calendar days after the City's appointed representative's acceptance of the required documentation.

5.5.3 Acceptance of final payment shall constitute a waiver of all claims against the City by the Contractor except for those claims previously made in writing against the City by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final payment.

5.5.4 The City and Contractor expressly agree that the terms of payment, payment periods, and rates of interest herein shall control to the exclusion of any provisions set forth in the Georgia Prompt Pay Act, O.C.G.A. Section 3-11-1 et al., and the provisions of said Act are herein waived.

ARTICLE VI **THE CITY**

6.1 Information and Services Required from City

6.1.1 Excluding those items specifically stipulated in **Exhibit A**, and/or permits and fees normally the responsibility of the Contractor, the City shall obtain all approvals, easements, and the like, required for any installations and/or construction and/or modifications and shall pay for necessary assessments and charges required for construction, use and/or occupancy of permanent structures and/or for permanent changes in existing facilities if such are a requirement of the provision of Work and/or Service(s) and/or Deliverables.

6.1.2 If stipulated in **Exhibit A**, the City will provide to the Contractor access to City data, information, and/or records which may be necessary to assist the Contractor in the performance of the required Work and/or Service(s).

- (a) Any and all City data, information, or records provided to the Contractor shall be understood to be confidential in nature and must be handled by the Contractor as such. The confidentiality of information provided to the Contractor must not be compromised in any degree and/or in any manner. Disclosure of any information provided to the Contractor by the City shall not take place to any person or entity outside of the City without the expressed written consent of the City.
- (b) At the termination of the Contract or upon the written request of the City, any and all City data, information, or records conveyed to the Contractor must be removed from any and all electronic equipment owned by the Contractor (if electronic files and documents) or returned to the City (if hard copies) or securely shredded (if hard copies), as is deemed most appropriate by the City and as requested in writing by the City.
- (c) Under no circumstances shall the City's ownership of the data, information, and/or records conveyed to the Contractor for their use in fulfilling the expectations of the Contract be revoked, transferred, or seized by the Contractor or any other entity for any reasons whatsoever.

6.2 City's Right to Stop Work and/or Service(s)

6.2.1 If the Contractor fails or refuses to provide the Work and/or Service(s) and/or Deliverables in accordance with this Contract and **Exhibit A**, the City may order the Contractor to stop providing the Work and/or Service(s), and/or Deliverables, or any described portion thereof, until the cause for stoppage has been corrected and/or remedied and/or no longer exists, and/or the City orders that the Work and/or Service(s) and/or Deliverables be resumed. In such event, the Contractor shall immediately obey such orders to cease or

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commence as directed in writing by the City.

6.3 City's Right to Perform Services or Obtain Substitute

6.3.1 If the Contractor's Work and/or Service(s) and/or Deliverables is stopped by the City under Paragraph 6.2, and the Contractor fails within seven (7) calendar days of such stoppage to provide adequate assurance to the City that the cause for such stoppage shall be or has been corrected and/or remedied and/or eliminated, then the City may, without prejudice to any other rights or remedies the City may have against the Contractor, proceed to carry out the subject Work and/or Service(s) and/or to acquire an adequate substitute to provide the subject Work and/or Service(s), Deliverables. In such a situation, an appropriate Change Order shall be issued deducting from the Contract Price the cost of correcting any deficiencies and/or in providing a substitute, plus compensation for the City's additional expenses necessitated thereby, if any. If the unpaid portion of the Contract Price is insufficient to cover the amount due the City, the Contractor shall pay the difference to the City. The Contractor shall pay the City such sums within thirty (30) calendar days of receiving written demand for payment.

ARTICLE VII THE CONTRACTOR

7.1 E-Verify and S.A.V.E. Documentation Requirements

7.1.1 This Contract is subject to the **Georgia Security and Immigration Compliance Act**. Pursuant to the **Georgia Security and Immigration Compliance Act of 2006**, as amended by **2011 House Bill 67**, Contractors of goods and/or services for the City in excess of **\$2,500.00** are hereby notified that all services or Work performed that is to be physically performed within the State of Georgia must be accompanied by proof of the Contractor's registration with the E-Verify Program, as established by the United States Department of Homeland Security. Contractors must attest to compliance with the requirements of **O.C.G.A. §13-10-91** and the **Georgia Department of Labor Rule 300-10-01-.02** by executing the **E-Verify Contractor's Affidavit**. Under Georgia law, the City of East Point cannot provide any type of award consideration – Contract or Purchase Order – to a Contractor who cannot provide a completed affidavit to the City – NO EXCEPTIONS. Quotations / Prices that are received from Contractors who cannot provide such documentation shall be considered "non-compliant" and/or "non-conforming" and/or "non-responsive" and as such cannot be given Contract or Purchase Order award considered.

7.1.2 The City of East Point is required by the **S.A.V.E. (Systematic Alien Verification for Entitlements) Program** to verify the status of anyone who applies for a Public Benefit through the City. Public Benefits are defined by state statute, **O.C.G.A. § 50-36-1**, by Federal statute, **8 U.S.C. §1611** and **8 U.S.C. §1621**, and by the Office of the Attorney General. According to these sources, Purchase Orders and Contract awards issued by the City of East Point are considered "Public Benefits." Beginning on January 1st, 2012, any person awarded a Public Benefit must show a secure and verifiable document, and complete a **S.A.V.E. Affidavit**. The Selected Contractor / Vendor / Provider shall be required to execute the **S.A.V.E. Affidavit** verifying their status and show a secure and verifiable document ***prior*** to the final award of any Contract or Purchase Order by the City.

7.2 Strict Adherence To Contract Expected

7.2.1 The Contractor is again reminded of its continuing duty set forth in Subparagraph 1.5.7. The Contractor shall provide no Work and/or Service(s) and/or Deliverables at any time without the benefit of direct reference to Contract Documents, or the Specifications, or the Scope of Service(s), or the List of Deliverables, as may be appropriate and applicable, and to other such Data or Samples that are consistent with providing satisfactory Work and/or Service(s) to the City. If the Contractor provides any Work and/or Service(s) and/or Deliverables and has knowledge it involves a recognized error, inconsistency, or omission in the Contract Documents without such notice to the City's appointed representative, the Contractor shall bear the complete and full responsibility for such inconsistencies and inadequacies and shall bear the total cost of providing the correct Work and/or Service(s) and/or Deliverables or of correcting the inconsistency or inadequacy in a manner that is acceptable and satisfactory to the City.

7.3 Performance According To Contract Expected

7.3.1 The Contractor shall provide the Work and/or Service(s) and/or Deliverables strictly in accordance

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with this Contract.

7.4 Responsible and Knowledgeable Administration and Supervision Expected

7.4.1 The Contractor shall administer and/or supervise and /or direct the Work and/or Service(s) and/or Deliverables using the Contractor's best skill, knowledge, efforts, and attention to detail. The Contractor shall be responsible to the City for any and all acts or omissions of the Contractor, its employees, subcontractors, sub-subcontractors, and others engaged in providing the Work and/or Service(s) and/or Deliverables on behalf of the Contractor.

7.5 Warranty

7.5.1 WARRANTY OF NEW GOODS AND MATERIALS: The Contractor warrants to the City that all goods, materials, supplies, equipment, fixtures, and appliances furnished under this Contract shall be new and unused unless otherwise specified by the Contractor in writing to the City, and the Contractor further warrants that all Work and/or Service(s) and/or Deliverables provided shall be of good quality and in conformance with the contract documents. The warranty set forth in this paragraph shall survive the City's final acceptance of any Work and/or Service(s) and/or Deliverables which may have to be performed in order to provide the Work and/or Service(s) and/or Deliverable specified in **Exhibit A**.

7.5.2 WARRANTIES IMPLIED BY LAW: The warranties contained in this agreement, as well as those warranties implied by law, shall be deemed cumulative and shall not be deemed alternative or exclusive in any manner. No one and/or more of the warranties contained herein shall be deemed to alter and/or limit any other.

7.6 Permits, Inspections, Licenses and Notices

7.6.1 The Contractor shall obtain and pay for any and/or all bonds, permits, inspections, licenses and/or notices necessary and ordinary to providing the Work and/or Service(s) and/or Deliverables. The Contractor shall comply with all lawful requirements applicable to providing the Work and/or Service(s) and/or Deliverables and shall obtain and maintain any and all public notices required by applicable law, ordinance, or regulation.

7.7 Supervision Specifics

7.7.1 The Contractor shall employ and assign to work on the City's contract only competent administrative and/or supervisory and/or service personnel. Absent written instruction from the Contractor to the contrary, the Service Representative and/or Account Representative assigned to the City shall be deemed the Contractor's authorized representative and shall be authorized to receive and accept any and all formal communications from the City or the City's appointed representative.

7.8 Schedules

7.8.1 The Contractor shall, within fourteen (14) business days from execution of this Contract, submit to the City and the City's appointed representative a proposed schedule(s) for providing the Work and/or Service(s) and/or Deliverables as required herein. Upon receipt, the City and the City's appointed representative shall review the Contractor's proposed schedule(s) and shall approve or disapprove it and notify the Contractor accordingly.

7.8.2 In the event the Contractor's proposed schedule is approved by the City, the Contractor may proceed as stated. In the event the Contractor's proposed schedule is not approved by the City, the Contractor, the City and the City's appointed representative shall meet and jointly prepare a schedule that is acceptable to all parties.

7.8.3 Each of the schedule(s) required herein shall be revised no less frequently than once every ninety (90) calendar days, or once every quarter (unless the parties otherwise agree in writing), and shall be revised to reflect conditions encountered from time-to-time and shall be related to the entire Contract. In the event it becomes necessary for the Contractor to revise an approved schedule or a schedule-in-process, notification of such revision shall be submitted in writing to the City and the City's appointed representative along with a proposed replacement schedule. Each such revision shall be subject to approval by the City and the City's representative as stipulated above.

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7.8.4 The schedule(s), and all revisions, shall be in such a form, and shall contain such detail, as the City or the City's appointed representative may require and/or request.

Strict compliance with the requirements of this Paragraph is a condition precedent for payment to the Contractor, and failure by the Contractor to strictly comply with said requirements shall constitute a material breach of this Contract.

7.9 Contractor Provided Data and Samples

7.9.1 Data and/or samples and/or other requested submittals from the Contractor received during the solicitation process do not constitute part of the Contract Documents. Their purpose is merely to demonstrate to the City the manner or format in which the Contractor intends to provide the Work and/or Service(s) and/or Deliverables in conformance with information received from the Contract Documents.

7.9.2 The Contractor shall not provide any Work and/or Service(s) and/or Deliverables requiring submittal, review, and approval of Data or Samples unless and until such submittal shall have been approved by the City's appointed representative. Approval by the City's appointed representative, however, shall not be evidence that the Work and/or Service(s) and/or Deliverables provided pursuant thereto conforms with the requirements of this Contract.

7.10 Care and Cleaning the Work / Service Site(s)

7.10.1 The Contractor shall keep the Work / Service site(s) reasonably neat and clean at all times and shall not contribute in any manner to the site's disorder, disrepair, or disuse. Removal of trash and debris associated with providing the Work and/or Service(s) and/or Deliverables shall be the sole responsibility of the Contractor and shall be taken care of in a time and manner that is satisfactory to the City. Upon termination of the Contract, the Contractor shall clean the Work / Service site(s) and remove any and all waste and/or debris, together with all of the Contractor's property and/or equipment and/or machinery there from. Unless specified otherwise and confirmed in writing, the Work / Service site(s) shall be returned to the condition in which it was found prior to the Contractor's use of the site(s) for Work / Service(s).

7.11 Access to Work / Service Site(s)

7.11.1 The City and the City's Assigned Representative(s) / Contract Administrator(s) shall have access to the entire Work / Service(s) site(s) at all times from commencement of the Work / Service(s) through final completion / contract termination. The Contractor shall take whatever steps are necessary to provide safe and timely access when requested and/or required. If it is necessary for the Contractor to store supplies, equipment, tools, materials, goods, etc. on the City's Work / Service(s) site(s), the Contractor shall retain full responsibility for the safe keeping of such items, and under no circumstances shall the City or the City's Assigned Representative(s) / Contract Administrator(s) or the City's other employees, agents, representative, officials assume any responsibility for loss of and/or damage to and/or misuse of the items.

7.12 Indemnity

7.12.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City, its elected officials, and its employees, and agents from and against liability, claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from provision of the Work and/or Service(s) and/or Deliverables, provided that such liability, claims, damage, loss or / and expense is attributable to bodily injury, sickness, disease or death, and/or to injury to and/or destruction of tangible property (other than the Work itself and/or Deliverables) including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly and/or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

7.12.2 In claims against any person or entity indemnified under this Paragraph 7.12 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 7.12 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

7.13 Means, Methods, Techniques, Sequences, Procedures, and Safety

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7.13.1 Unless otherwise specifically stipulated in **Exhibit A**, the Contractor is fully responsible for, and shall have complete control over, all means, methods, techniques, sequences, procedures and safety associated with providing the Work and/or Service(s) and/or Deliverables, and shall coordinate all portions of the Work and/or Service(s) required by the Contract Documents. Nothing contained herein, however, shall in any manner whatsoever relieve, release, or discharge the City or the City's Assigned Representative(s) / Contract Administrator(s) from any of its duties, responsibilities, obligations, or liabilities as set forth in its contract, and/or as provided by law.

7.14 Separate Contracts

7.14.1 The City reserves the right to perform separate and/or similar Work and/or Service(s) in the vicinity of the Work / Service(s) provided by the Contractor and/or in the premises in use by and/or shared with the Contractor. It shall make no difference if the City uses its own work force(s) and/or service(s) personnel and/or those employed by other Contractors. In such event, the Contractor shall fully cooperate with the City and such other Contractors and shall coordinate, schedule, and manage its Work and/or Service(s) and/or Deliverables so as not to hinder, delay, or otherwise interfere with the separate Work / Service(s) of the City or other Contractors.

ARTICLE VIII CONTRACT ADMINISTRATION

8.1 The City's Assigned Representative(s) / Contract Administrator(s)

8.1.1 The City's Assigned Representative(s) / Contract Administrator(s) for this Contract is:
Derman Lawrence.

He may be reached via email at dlawrence@eastpointcity.org, or by telephone number 404-270-1738.

In the event the City should find it necessary or convenient to replace the Assigned Representative(s) / Contract Administrator(s), the City shall retain a replacement Assigned Representative(s) / Contract Administrator(s) and the status of the replacement Assigned Representative(s) / Contract Administrator(s) shall be the same as that of the former Assigned Representative(s) / Contract Administrator(s).

8.2 Duties of Assigned Representative(s) / Contract Administrator(s)

8.2.1 The Assigned Representative(s), unless otherwise directed by the City in writing, shall perform those duties and discharge those responsibilities customarily and usually allocated to the Contract Administrator as set forth in this Contract. The Contract Administrator(s) shall be the City's Assigned Representative(s) from the effective date of this Contract until final payment has been made. The Assigned Representative(s) / Contract Administrator(s) shall be authorized to act on behalf of the City only to the extent provided in this Contract.

8.2.2 The City and the Contractor shall communicate with each other in the first instance through the Assigned Representative(s) / Contract Administrator(s), and then through the Requesting Department Director. Communication through the Director of Contracts and Procurement may take place if the Requesting Department Director is not available, unless otherwise stipulated in **Exhibit A**.

8.2.3 The Assigned Representative(s) / Contract Administrator(s) shall be the initial interpreter of the requirements of the solicitation requirements and/or specifications and the judge of the Contractor's performance. The Assigned Representative(s) / Contract Administrator(s) shall render written or graphic interpretations as are necessary for the proper execution of and/or progress of the Work and/or Service(s) and/or Deliverables with reasonable promptness upon request of the Contractor.

8.2.4 The Assigned Representative(s) / Contract Administrator(s) shall review the Contractor's Request(s) for Payment (Invoices) and shall, by the affixing of his / her signature to the Request(s) for Payment (Invoices), verify / certify to the City the payment(s) and/or amount(s) due to the Contractor for Work already performed and/or Service(s) already rendered and/or Deliverables already provided.

8.2.5 The Assigned Representative(s) / Contract Administrator(s) shall have authority to reject Work

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and/or Service(s) and/or Deliverables that is sub-standard, incomplete, defective, or does not conform in some manner to the requirements of this Contract. If the Assigned Representative(s) / Contract Administrator(s) deems it necessary or advisable, the Assigned Representative(s) / Contract Administrator(s) shall have the authority to require additional inspection and/or testing of the Work performed and/or the Service(s) rendered and/or Deliverables provided for compliance with Contract requirements.

8.2.6 The Assigned Representative(s) / Contract Administrator(s) shall review and approve, or take other appropriate action as necessary, concerning the Contractor's submittals including Schedules, Data, and Samples. Such review, approval, or other action shall be for the sole purpose of determining the Contractor's conformance and/or compliance with the information given through the Contract Documents.

8.2.7 The Assigned Representative(s) / Contract Administrator(s) shall prepare Change Orders and may authorize minor changes in the Work and/or Service(s) and/or Deliverables as provided by Field Order elsewhere herein.

8.2.8 The Assigned Representative(s) / Contract Administrator(s) shall, upon written request from the Contractor, conduct inspections, shall receive and forward to the City for the City's review and records, written warranties and related documents required by this Contract and shall issue approval for payment(s) upon compliance with the requirements of this Contract.

8.2.9 The Assigned Representative(s) / Contract Administrator(s)'s decisions in matters relating to aesthetic effect(s) and/or other such minor matters shall be final if consistent with the intent of this Contract.

8.2.10 THE DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR UNDER THIS AGREEMENT SHALL IN NO MANNER WHATSOEVER BE CHANGED, ALTERED, DISCHARGED, RELEASED, OR SATISFIED BY ANY DUTY, OBLIGATION OR RESPONSIBILITY OF THE ASSIGNED REPRESENTATIVE(S) / CONTRACT ADMINISTRATOR(S). THE CONTRACTOR SHALL NOT BE A THIRD-PARTY BENEFICIARY OF ANY AGREEMENT BY AND BETWEEN THE CITY AND THE ASSIGNED REPRESENTATIVE(S) / CONTRACT ADMINISTRATOR(S). IT IS EXPRESSLY ACKNOWLEDGED AND AGREED THAT THE DUTIES OF THE CONTRACTOR TO THE CITY ARE INDEPENDENT OF, AND ARE NOT DIMINISHED BY, ANY DUTIES OF THE ASSIGNED REPRESENTATIVE(S) / CONTRACT ADMINISTRATOR(S) TO THE CITY.

8.3 Claims by the Contractor

8.3.1 All Contractor claims shall be initiated by written notice to the City and the Assigned Representative(s) / Contract Administrator(s). Such written notice of a claim must be furnished no later than seven (7) calendar days after occurrence, or seven (7) calendar days after the Contractor's first knowledge of the occurrence giving rise to the claim, whichever first occurs.

8.3.2 Pending final resolution of any claim of the Contractor, the Contractor shall diligently proceed with performance of this Contract and the City shall continue to make payments to the Contractor in accordance with this Contract. The resolution of any claim under this Section 8.3 shall be reflected by a Change Order executed by the City, the Assigned Representative(s) or the Contractor Administrator(s).

8.3.3 Claims for Concealed and/or Unknown Conditions -- Should concealed and/or unknown conditions be encountered in providing the Work and/or Service(s) and/or Deliverables associated with the Work and/or Service(s) and/or Deliverables that adversely affect and/or prevent the Contractor's ability to provide the Work and/or Service(s) and/or Deliverables associated with the provision of the Work and/or Service(s) and/or Deliverables, negotiations with the City and/or Assigned Representative(s) / Contract Administrator(s) shall immediately commence upon the submittal of a written notice and claim by the Contractor and/or City submitted no later than seven (7) calendar days after the first observance of the condition. Thereafter, upon agreement of all parties, the Contract Price shall be equitably adjusted by Change Order. As a condition precedent to the City having any liability to the Contractor for concealed or unknown conditions, the Contractor must first give the City and the Assigned Representative(s) / Contract Administrator(s) written notice of, and an opportunity to observe the condition prior to disturbing it and/or attempting to rectify it. The failure by the Contractor to provide the written notice and claim in the manner and within the timeframe as stipulated in this Subparagraph shall constitute a waiver in full by the Contractor of any claims and/or price adjustments arising out of or relating to such concealed and/or unknown conditions.

8.3.4 Requests / Claims for Additional Costs -- If the Contractor wishes to make a claim for an

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increase in the Contract Price, as a condition precedent to any liability of the City therefore, the Contractor shall give the Assigned Representative(s) / Contract Administrator(s) written notice of such claim no later than seven (7) calendar days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by the Contractor before proceeding to execute any additional and/or changed Work and/or Service(s) and/or Deliverables associated with the Contract. The failure by the Contractor to give such notice prior to executing any additional and/or changed Work and/or Service(s) and/or Deliverables associated with the Contract shall constitute a waiver in full of any claim for additional compensation on the part of the Contractor.

8.3.4.1 In connection with any claim by the Contractor against the City for completion of the Work and/or Services and/or Deliverables associated with the Contract in excess of the Contract Price, any liability of the City shall be strictly limited to direct costs incurred by the Contractor and shall in no event include indirect costs or consequential damages of the Contractor. The City shall not be liable to the Contractor for claims of third parties, including Subcontractors, unless and until liability of the Contractor has been fully established therefore in a court of competent jurisdiction.

8.3.5 Requests / Claims for Additional Time -- If the Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the City and/or someone acting on the City's behalf, and/or by changes ordered by the City and/or Assigned Representative(s) / Contract Administrator(s) in the Work and/or Service(s) and/or Deliverables associated with the Contract, an unusual delay in transportation, fire or any causes beyond the Contractor's control, then the date for completing the Work and/or Service(s) and/or Deliverables associated with the Contract shall be extended upon the receipt of a written notice and claim from the Contractor to the City and the Assigned Representative(s) / Contract Administrator(s), for such reasonable time as the City and/or Assigned Representative(s) / Contract Administrator(s) may determine. Any notice and claim for an extension of time by the Contractor shall be made no later than seven (7) calendar days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Work and/or Service(s) and/or provide the Deliverables. In the event the delay to the Contractor is a continuing one, only one (1) notice and claim for additional time shall be necessary. If the Contractor fails to make such claim within the manner and /or timeframe stipulated in this Subparagraph, any claim for an extension of time shall be waived and shall not be provided.

ARTICLE IX SUBCONTRACTORS

9.1 Definition

9.1.1 A Subcontractor is an entity that has a direct contract with the Contractor to provide a portion of the Work and/or Service(s) and/or Deliverables that is directly associated with the Contractor's ability to provide the Work and/or Service(s) and/or Deliverables.

9.2 Award of Subcontracts

9.2.1 Upon execution of the Contract, the Contractor shall furnish the City, in writing, the names of person(s) or entities proposed by the Contractor to act as a Subcontractor on the Contract and stipulate the portion / percentage of Work and /or Services and /or Deliverables for which the Subcontractor shall be responsible. The City shall promptly reply to the Contractor, in writing, stating any objections the City may have to such proposed Subcontractor(s). The Contractor shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the City has made a timely objection. The Contractor shall not be required to Subcontract with any party to whom the Contractor has an objection.

9.2.2 All subcontracts shall afford the Contractor rights against the Subcontractor which correspond to those rights afforded to the City against the Contractor herein, including those rights afforded to the City by Subparagraph 12.2.1 below.

ARTICLE X CHANGES IN THE WORK / SERVICE(S) / DELIVERABLES

10.1 Changes Permitted

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10.1.1 Changes in the Work and/or Service(s) and /or Deliverables within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, may be ordered, by Change Order and/or Change Notice, without invalidating this Contract.

10.1.2 Changes in the Work and/or Service(s) and/or Deliverables shall be performed under applicable provisions of this Contract and the Contractor shall proceed promptly to incorporate such changes within the Specifications and/or the Scope of Services to be performed.

10.2 Change Order / Change Notice Defined

10.2.1 Change Order / Change Notice shall mean a written order to the Contractor executed by the City and the Assigned Representative(s) / Contract Administrator(s), issued after execution of this Contract, authorizing and directing a change in the Work and/or Service(s) and/or Deliverables and/or an adjustment in the Contract Price and/or the Contract Time, or any combination thereof. The Contract Terms and Conditions and the Contract Price and the Contract Time may be changed only by Change Order / Change Notice. For the purpose of this Contract the terms Change Order and Change Notice shall be interchangeable and shall be understood to have the same meaning.

10.3 Changes in the Contract Price

10.3.1 Any change in the Contract Price resulting from a Change Order / Change Notice shall be determined as follows: (a) by mutual agreement between the City and the Contractor as evidenced by (1) the change in the Contract Price being set forth in the Change Order, (2) such change in the Contract Price, together with any conditions or requirements related thereto, being initialed by both parties and (3) the Contractor's execution of the Change Order, or (b) if no mutual agreement occurs between the City and the Contractor, then, as provided in Subparagraph 10.3.2 below.

10.3.2 If no mutual agreement occurs between the City and the Contractor as contemplated in Subparagraph 10.3.1 above, the change in the Contract Price, if any, shall then be determined by the Assigned Representative(s) / Contract Administrator(s) on the basis of the reasonable expenditures or savings of those performing, deleting, or revising the Work and/or Service(s) and/or Deliverables attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for Contractor overhead and profit. In such case, the Contractor shall present, in such form and with such content as the City and/or the Assigned Representative(s) / Contract Administrator(s) requires, an itemized accounting of such expenditures or savings, plus appropriate supporting data for inclusion in a Change Order / Change Notice. Reasonable expenditures or savings shall be limited to the following: reasonable costs of materials, supplies, or equipment including delivery costs; reasonable costs of labor, including social security, unemployment insurance, and fringe benefits as required by agreement and/or custom, and workers' compensation insurance; reasonable rental costs of machinery and equipment exclusive of hand tools whether rented from the Contractor or others; reasonable costs of premiums for all bonds and insurance, permit fees, and sales, use or other taxes related to the Work and/or Service(s) and/or Deliverables. In the event the Contractor provides the Work and/or Service(s) and/or Deliverables required by Change Order / Change Notice with its own forces, and not the forces of a subcontractor, the overhead and profit due the Contractor for such work / service(s) / deliverable(s) shall be no more than ten percent (10%). In the event the Change Order / Change Notice Work and/or Service(s) and/or Deliverables is provided by one or more Subcontractors, the Contractor's overhead and profit shall be five percent (5%). In no event shall any expenditure or savings associated with the Contractor's office(s) or other overhead expenses not directly and solely associated with the provision of the Work and/or Service(s) and/or Deliverables be included in any change in the Contract Price. Pending final determination of reasonable expenditures or savings to the City, requested payments shall be made to the Contractor upon the signature of the Assigned Representative(s) / Contract Administrator(s) on the submission of the Contractor's Request for Payment (Invoice).

10.3.3 If unit prices are provided in the Contract, and if the quantities contemplated are so changed in a proposed Change Order / Change Notice that application of such unit prices to the quantities of the Work and/or Service(s) and/or Deliverables proposed shall cause substantial inequity to the City or to the Contractor, the applicable unit prices shall be equitably adjusted accordingly.

10.4 Effect of Executed Change Order / Change Notice

10.4.1 The execution of a Change Order / Change Notice by the Contractor shall constitute conclusive

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evidence of the Contractor's agreement to the ordered changes in the Work and/or Service(s) and/or Deliverables, this Contract as thus amended, the Contract Price and the Contract Time. The Contractor, by executing the Change Order / Change Notice, waives and forever releases any claim against the City for additional time or compensation for matters relating to or arising out of and/or resulting from the Work and/or Service(s) and/or Deliverables included within or affected by the executed Change Order / Change Notice.

10.5 Notice to Surety; Surety's Consent

10.5.1 The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders / Change Notices if such notice, consent or approval is required by the Contractor's surety or by law. The Contractor's execution of the Change Order / Change Notice shall constitute the Contractor's warranty to the City that the surety has been notified of and consents to, such Change Order / Change Notice and the surety shall be conclusively deemed to have been notified of such Change Order / Change Notice and to have expressly consented thereto.

ARTICLE XI APPROVAL OF AND CORRECTING REJECTED WORK / SERVICE(S) / DELIVERABLES

11.1 Approval of Work / Service(s) / Deliverables(s)

11.1.1 If any Work and/or Service(s) and/or Deliverables are not requested and/or provided by the Contractor contrary to the request(s) of the Assigned Representative(s) / Contract Administrator(s), or contrary to any provision of this Contract, they shall be subject to the approval of and/or inspection by the Assigned Representative / Contract Administrator(s). If approval of the Assigned Representative(s) / Contract Administrator(s) is not / cannot be obtained, Request(s) for Payment (Invoices) for the Work and/or Service(s) and/or Deliverables that were provided without request and/or contrary to request shall not be submitted by the Contractor, nor shall the City remit payment for such Work and/or Service(s) and/or Deliverable(s).

11.2 Correcting Unapproved / Nonconforming Work / Service(s) / Deliverables

11.2.1 The Contractor shall immediately proceed to correct Work and/or Service(s) and/or Deliverable(s) rejected by the Assigned Representative(s) / Contract Administrator(s) as sub-standard, defective, incorrect, or failing to conform to this Contract. The Contractor shall pay any and all costs and expenses associated with correcting and re-performing such rejected Work and/or Service(s) and/or resubmitting such rejected Deliverable(s) and shall only receive payment for Work and/or Service(s) and/or Deliverable(s) that meet or exceed the standards / specifications established by the Contract.

11.2.2 If within one (1) calendar year after completion of the Work and/or Service(s) and/or Deliverable(s), if any of the Work and/or Service(s) and/or Deliverable(s) are found to be sub-standard, defective, incorrect, or not in accordance with this Contract, the Contractor shall correct the Work and/or Service(s) and/or Deliverable(s) promptly upon receipt of written notice from the City. This obligation shall survive final payment by the City and termination of this Contract.

11.2.3 Nothing contained in this Paragraph 11.2 shall establish any period of limitation with respect to other obligations which the Contractor has under this Contract or any other Contract. Establishment of the one (1) calendar year time period in Subparagraph 11.2.2 relates only to the duty of the Contractor to specifically correct Work and/or Service(s) and/or Deliverable(s) pertaining to this Contract as requested therein.

11.3 City May Accept Nonconforming Work / Service(s) / Deliverable(s)

11.3.1 After disclosure and/or discovery, if the City chooses to accept sub-standard, defective, incorrect, or nonconforming Work and/or Service(s) and/or Deliverable(s) from the Contractor, and not require correction and/or resubmission, the City may do so. In such an event, the Contractor may submit a Request for Payment (Invoice) at the usual and customary price for such Work and/or Service(s) and/or Deliverable(s), and the City shall honor it.

ARTICLE XII CONTRACT TERMINATION

12.1 Termination of Work / Service(s) / Deliverables by the Contractor

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12.1.1 If the Work and/or Service(s) and/or Deliverable(s) are stopped for a period of ninety (90) days, or more, by an order of any court or other public authority, or as a result of an act of the Government, through no fault of the Contractor or any person or entity working directly or indirectly for the Contractor, the Contractor may, upon ten (10) business days' written notice to the City and the Assigned Representative(s) / Contract Administrator(s), terminate performance under this Contract and recover from the City payment for the actual reasonable expenditures of the Contractor (as limited in Subparagraph 10.3.2 above) for all Work and/or Service(s) and/or Deliverable(s) executed and for materials, equipment, tools, supplies, and machinery actually purchased and/or rented solely for the purpose of providing the Work and/or Service(s) and/or Deliverable(s), less any return to source and/or salvage and/or resale value of any such items.

12.1.2 If the City shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of twenty-one (21) business days after receiving written notice from the Contractor of its intent to terminate hereunder, the Contractor may terminate performance under this Contract by written notice to the Assigned Representative(s) / Contract Administrator(s) and the City. In such event, the Contractor shall be entitled to recover from the City as though the City had terminated the Contractor's performance under this Contract for convenience pursuant to Subparagraph 12.2.1 hereunder.

12.2 Termination of Work / Service(s) / Deliverables by the City

12.2.1 Termination For Convenience

12.2.1.1 The City may for any reason whatsoever terminate performance under this Contract by the Contractor for convenience. The City shall give written notice of such termination to the Contractor specifying specifically when termination shall become effective.

12.2.1.2 The Contractor shall incur no further obligations in connection with the Work and/or Service(s) and/or Deliverable(s) and the Contractor shall stop providing Work and/or Service(s) and/or Deliverable(s) when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts relating to, or supporting the Work and/or Service(s) and/or Deliverable(s). The Contractor shall promptly settle the liabilities and claims arising out of the termination of subcontracts and orders. The City may direct the Contractor to assign the Contractor's right, title and interest under terminated orders or subcontracts to the City or its designee, if it is so desired.

12.2.1.3 The Contractor shall transfer the title of and deliver to the City such completed or partially completed Work and/or Service(s) and/or Deliverable(s) and any art work, camera-ready copy, materials, data, information, records, equipment, parts, fixtures, and /or other Contract rights transferrable to the City as stipulated in the Contract or **Exhibit A**.

12.2.1.4

(a) The Contractor shall submit a termination claim to the City and the Assigned Representative(s) / Contract Administrator(s) specifying the amounts due because of the termination for convenience together with costs, pricing, or other data required by the City. If the Contractor fails to file a termination claim within ninety (90) calendar days from the effective date of termination, the City shall pay the Contractor, an amount derived in accordance with subparagraph (c) below.

(b) The City and the Contractor may agree to the compensation, if any, due to the Contractor hereunder.

(c) Absent agreement to the amount due to the Contractor, the City shall pay the Contractor the following amounts:

(i) Contract prices for Work and/or Service(s) and/or Deliverable(s) completed and accepted under this Contract;

(ii) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work and/or Service(s) and/or Deliverable(s), and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages);

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provided however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

(iii) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph 12.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

The total sum to be paid the Contractor under this Subparagraph 12.2.1 shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made for Work and/or Service(s) and/or Deliverable(s) provided, and shall, in no event, include duplication of any payments.

12.2.2 Termination For Cause

12.2.2.1 If the Contractor persistently or repeatedly refuses or fails to provide the Work and/or Service(s) and/or Deliverable(s) in a timely manner, supply enough properly skilled workers, supervisory personnel, or proper equipment or materials, or if it fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a material provision of this Contract, then the City may, by written notice to the Contractor, without prejudice to any other right or remedy, terminate the employment of the Contractor and may provide the Work and/or Service(s) and/or Deliverable(s) by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled to receive any payment from the City for incomplete and/or partially completed Work and/or Service(s) and/or Deliverable(s).

12.2.2.2 If the costs to the City to provide the Work and/or Service(s) and/or Deliverable(s) the Contractor refused or failed to provide, from whatever source the City deems appropriate, exceeds the unpaid balance of the anticipated Contract Price, the Contractor shall pay the difference between the unpaid balance and the actual costs to provide the Work and/or Service(s) and/or Deliverable(s) to the City. This obligation for payment shall survive the termination of the Contract.

12.2.2.3 In the event the employment of the Contractor is terminated by the City for cause pursuant to Subparagraph 12.2.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subparagraph 12.2.1 and the provisions of Subparagraph 12.2.1 shall apply.

ARTICLE XIII

CITY'S RIGHT TO SUSPEND CONTRACTOR'S PERFORMANCE

13.1 The City shall have the right at any time to direct the Contractor to suspend its performance, or any designated part thereof, for any reason whatsoever, with or without reason, for a cumulative period of up to sixty (60) calendar days. If any such suspension is directed by the City, the Contractor shall immediately comply with same.

ARTICLE XIV INSURANCE

14.1 Insurance Requirements.

The minimum limits of liability for insurance required by the City shall provide coverage for not less than the following amounts or greater where required by laws and regulations or other agreement. See also the attached Sample Certificate of Insurance.

- 14.1.1 General Liability (CGL)
- a. Each occurrence - \$1,000,000
 - b. General aggregate - \$2,000,000
 - c. Check COMMERCIAL GENERAL LIABILITY
 - d. Check OCCUR
 - e. Note if Contractual Liability is included

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- f. Include Medical Expenses limits
- g. Include Personal and Advertising Injury limits
- h. Include Products limits
- i. Place a "Y" under the ADDL INSR column
- j. Place a "Y" under the SUBR WVD column

14.1.2 Automobile Liability

\$1,000,000 combined single limit bodily injury and property damage (each accident)
(consultants)
\$5,000,000 additional excess auto coverage (if transporting employees, loading or unloading equipment)
Including operation of non-owned, owned, and hired automobiles
Place a "Y" under the ADDL INSR column
Place a "Y" under the SUBR WVD column
Check ANY AUTO, if applicable

14.1.3 Workers Compensation

Georgia Statutory requirements
Check WC STATUTORY LIMITS
Indicate Y or N as to whether officers are excluded from Employer's Liability
Employers Liability insurance by accident, each accident \$1,000,000
Employers Liability insurance by disease, policy limit \$1,000,000
Employers Liability insurance by disease, each employee \$1,000,000
Place a "Y" under the SUBR WVD column

14.1.4 Umbrella Liability - \$1,000,000

Check UMBRELLA LIAB or EXCESS LIAB
Check OCCUR
Indicate deductibles or retentions
Place a "Y" under the ADDL INSR column
Place a "Y" under the SUBR WVD column

14.1.5 Professional Liability/Errors and Omissions coverage - \$1,000,000

14.1.6 Cyber Liability - \$1,000,000

If obtaining any personally identifying information such as DOB, SS Number, Vendor identification numbers, etc.

14.1.7 Description of Operations

Include the solicitation number and project description
Include the statement in numbers 8 and 10 below.

14.1.8 The City of East Point, Georgia shall be named as Additional Insured under the Commercial General, Business Automobile, and Umbrella Liability policies. Coverage shall apply as Primary and non-contributory with Waiver of Subrogation in favor of the City of East Point, Georgia. Such additional insured coverage shall be endorsed to the insured's policy by attachment of endorsement forms or other forms providing equivalent coverage.

14.1.9 The insurance for the City as the Additional Insured shall be as broad as the coverage provide for the named insured. It shall apply as primary insurance before any other insurance or self-insurance.

14.1.10 Consultant agrees to waive all rights of subrogation and other rights of recovery against the City and its elected officials, officers, employees or agents, and shall cause each sub-consultant to waive all rights of subrogation for all coverages.

14.1.11 Certificates shall state that the policy shall not expire, be canceled, or altered without at least sixty (60) days prior notice to the City.

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14.1.12 The purchase of insurance in no way limits the Consultant's liability.

14.1.13 The insurance carrier must meet the following requirements:

Approved to do business in the State of Georgia

Has a minimum rating with A.M. Best of not less than "A" (Excellent) with a Financial Size Category of at least VII

14.1.14 The certificate of insurance must contain the following:

- Current Date
- Producer's name and contact information
- Insured's name must match the name of the Consultant
- Insurer's name and NAIC number
- Policy number
- Policy limit
- Policy expiration date
- Description of Operations including solicitation number and project description, along with information in numbers 8 and 10 above
- Certificate Holder:
 - **The City of East Point, Georgia**
 - **2757 East Point Street**
 - **East Point, Georgia 30344**
- Authorized signature

ARTICLE XV **MISCELLANEOUS**

15.1 Governing Law

15.1.1 The Contract shall be governed by the law of the State of Georgia.

15.2 Successors and Assigns

15.2.1 The City and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements, and obligations contained in this Contract. The Contractor shall not assign this Contract without the expressed written consent of the City.

15.3 Surety Bonds

15.3.1 If so required by the City and stipulated in **Exhibit A**, the Contractor shall furnish separate non-revocable surety bonds, a bid bond and/or a performance bond and/or a payment bond and/or a maintenance bond to the City. Each bond shall set forth a penal sum of no less than the amount specified for such bonds in **Exhibit A**. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by Change Order / Change Notice executed by the Contractor, the penal sums of the performance bond and the payment bond and the maintenance bond, if required to be provided, shall be deemed to increase by a like amount. The non-revocable surety bond, bid bond and/or performance bond and/or payment bond and/or maintenance bond furnished by the Contractor shall be in forms suitable to the City and shall be executed by a surety, or sureties, reasonably suitable to the City.

15.3.2 The City shall only accept surety bonds provided by a licensed surety with authority to conduct business in the State of Georgia. The City shall not accept cash or currency as surety. The City shall not accept cashier's check, personal checks, company checks or other forms of promissory notes or financial debt instruments as surety.

Notice

Basic Information

Reference Number 0000380633
Issuing Organization City of East Point
Owner Organization
Solicitation Type ITB - Invitation to Bid (Formal)
Solicitation Number 2025-1891
Title Hot-in Place (HIP) Resurfacing and Micro surfacing
Source ID PU.AG.USA.2520190.C15213726
Piggyback Solicitation No

Details

Location Fulton County, Georgia
Purchase Type Duration:2 years
Description The City of East Point will accept sealed bids for Hot-in Place and/or Micro surfacing

Dates

Publication 03/26/2025 03:20 PM EDT
Question Acceptance Deadline 04/14/2025 12:00 PM EDT
Questions are submitted online Yes
Bid Intent Not Available
Closing Date 04/29/2025 03:30 PM EDT

Other 04/10/2025 01:00 PM EDT

Contact Information

Carl M. Hall
404-559-6375
cmhall@eastpointcity.org

Bid Result Publication Revision

Publication Type

Bid Results

Asphalt Paving Systems Inc.

Organization Name Asphalt Paving Systems Inc.
Bid Amount \$4,889,560.15
Line Items Full
Address
 9021 Wire Road
 Zephyrhills Florida
 33540 United States

HIP		Total: \$4,889,560.15 Item Bids: 9/9	
RESURFACING - HIP STANDARD		Total: \$4,639,560.15 Item Bids: 8/8	
Items		Bid	
1- TRAFFIC CONTROL		Quote Type	Bid
		Price / Lump-Sum	\$76,000.00
Part #	150-1000	Quantity	1.00 Lump-Sum
Brand Preference	Not Applicable - Service Item	Total Cost	\$76,000.00
UOM	Lump-Sum		
Qty	1.00		
2- RECYCLED ASPH CONC PATCHING, INC BITUM MATL & H LIME (330#/SY)		Quote Type	Bid
		Price / Ton	\$325.00
Part #	402-1802	Quantity	6,700.62 Ton
Brand Preference	Not Applicable - Service Item	Total Cost	\$2,177,701.50
UOM	Ton		
Qty	6,700.62		
3- HOT- IN PLACE RECYCLED ASPHALTIC CONCRETE		Quote Type	Bid
		Price / Square Yard	\$6.22
Part #	423-0000	Quantity	108,500.00 Square Yard
Brand Preference	Not Applicable - Service Item	Total Cost	\$674,870.00
UOM	Square Yard		
Qty	108,500.00		
4- MICRO-SURFACING, TYPE 1		Quote Type	Bid
		Price / Square Yard	\$5.60
Part #	428-0000	Quantity	203,049.00 Square Yard
Brand Preference	Not Applicable - Service Item	Total Cost	\$1,137,074.40
UOM	Square Yard		
Qty	203,049.00		

HIP		Total: \$4,889,560.15 Item Bids: 9/9	
RESURFACING - HIP STANDARD		Total: \$4,639,560.15 Item Bids: 8/8	
Items	Bid		
5- MILL ASPH CONC PVMT, VARIABLE DEPTH	Quote Type	Bid	
	Price / Square Yard	\$4.75	
Part # 432-5010	Quantity	108,500.00 Square Yard	
Brand Preference Not Applicable - Service Item	Total Cost	\$515,375.00	
UOM Square Yard			
Qty 108,500.00			
6- THERMOPLASTIC SOLID TRAFFIC STRIPE, 5 IN, YELLOW	Quote Type	Bid	
	Price / Linear Foot/Feet	\$3.85	
Part # 653-1502	Quantity	6,350.00 Linear Foot/Feet	
Brand Preference Not Applicable - Service Item	Total Cost	\$24,447.50	
UOM Linear Foot/Feet			
Qty 6,350.00			
7- THERMOPLASTIC SOLID TRAFFIC STRIPE, 24 IN WHITE (STOP BAR)	Quote Type	Bid	
	Price / Linear Foot/Feet	\$16.50	
Part # 653-1704	Quantity	1,050.00 Linear Foot/Feet	
Brand Preference Not Applicable - Service Item	Total Cost	\$17,325.00	
UOM Linear Foot/Feet			
Qty 1,050.00			
8- THERMOPLASTIC SOLID TRAFFIC STRIPE, 8 IN WHITE (1000FT PER 20FT OF WIDTH)	Quote Type	Bid	
	Price / Linear Foot/Feet	\$3.85	
Part # 653-1804	Quantity	4,355.00 Linear Foot/Feet	
Brand Preference Not Applicable - Service Item	Total Cost	\$16,766.75	
UOM Linear Foot/Feet			
Qty 4,355.00			
HIP - RESURFACING-HIP COST ALLOWANCE		Total: \$250,000.00 Item Bids: 1/1	
Items	Bid		
9- CONSTRUCTION ALLOWANCE	Price	\$250,000.00	

Cost Allowance	\$250,000.00
Submitted Price	\$4,639,560.15
Total	\$4,889,560.15

Bid Results Email
Email Attachment(s)

File	Size	Uploaded Date	Language
No Files			

Additional Recipients

Include notification issuer as an additional recipient No

RESULT:	APPROVED [8 TO 0]
MOVER:	Sharon Shropshire, At Large
SECONDER:	Eric Friedly
AYES:	Shropshire, Friedly, Ziegler, Cummings, Mitchell, Butler IV, Martin Rogers, Atkins
ABSTAIN:	Deana Holiday Ingraham

10. Council Approval of Surplus Auction And/Or Salvage of Surplus Vehicles

Presented by: Fleet Services

RESULT:	APPROVED [8 TO 0]
MOVER:	Sharon Shropshire, At Large
SECONDER:	Eric Friedly
AYES:	Shropshire, Friedly, Ziegler, Cummings, Mitchell, Butler IV, Martin Rogers, Atkins
ABSTAIN:	Deana Holiday Ingraham

11. Council Approval of Change Order, in the Amount of \$180,000, for Campbell Oil Fuel Contract (Change Order #1), to Cover Fuel Cost, for the Remainder of the Fiscal Year.

Presented by: Fleet Services

RESULT:	APPROVED [8 TO 0]
MOVER:	Sharon Shropshire, At Large
SECONDER:	Eric Friedly
AYES:	Shropshire, Friedly, Ziegler, Cummings, Mitchell, Butler IV, Martin Rogers, Atkins
ABSTAIN:	Deana Holiday Ingraham

12. Council Approval of ITB 2025-1891 Hot-In-Place Asphalt Recycling and Microsurfacing (Group C) to the Lowest Apparent Bidder Asphalt Paving Systems Inc. Not to Exceed \$4,889,560.15 - TSPLOST Funded

Presented by: Public Works

RESULT:	APPROVED [8 TO 0]
MOVER:	Sharon Shropshire, At Large
SECONDER:	Eric Friedly
AYES:	Shropshire, Friedly, Ziegler, Cummings, Mitchell, Butler IV, Martin Rogers, Atkins
ABSTAIN:	Deana Holiday Ingraham

13. Council Approval of Emergency Storm Line Replacement on Norman Berry Drive Due to Failures in Multiple Areas Causing Dangerous Sinkhole Formation. Immediate Replacement Needed to Protect Public Safety. This is an Emergency Due to Life, Health or Safety Risk to the Public, According to City Ordinance Section. 4-3306 Emergency Procurement. Per RFQ#2024-1857 the Selected Vendor for the Emergency Repair is Metals & Materials Engineers in the Amount Not to Exceed \$865,462.00

Presented by: Water and Sewer

WHEREAS, the Principal is about to submit, or has submitted, to The City of East Point a proposal for furnishing materials, labor, and equipment for: 2025-1891 Hot-in-Place and Micro-Surfacing in Multiple Locations

WHEREAS, the Principal desires to file this Bond in accordance with law in lieu of a certified Bidder's check otherwise required to accompany this Proposal.

NOW, THEREFORE, the conditions of this obligation are such that if the proposal be accepted, the Principal shall within ten days after receipt of notification of the acceptance, execute a Contract in accordance with the Proposal and upon the terms, conditions, and prices set forth in the form and manner required by The City of East Point, Georgia, and execute a sufficient and satisfactory Performance Bond and Payment Bond payable to The City of East Point, Georgia, each in the amount of 100% of the total Contract Price, in form and with security satisfactory to said The City of East Point, Georgia, and otherwise, to be and remain in full force and virtue in law, and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to The City of East Point, Georgia upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. § 13-10-1, et. seq. and § 36-91-21, et. seq., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

Signed, sealed, and dated this 29th day of April, 2025.

ATTEST:


(Principal Secretary) Kenneth Messina, Secretary

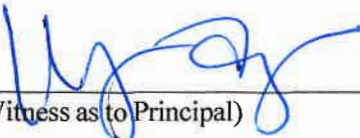
(SEAL)

Asphalt Paving Systems, Inc.
(Principal)

By: 
Robert Capoferri, President

8940 Gall Blvd.
(Address) Zephyrhills, FL 33541





(Witness as to Principal)

8940 Gall Blvd.

(Address)
Zephyrhills, FL 33541

Harco National Insurance Company

(Surety)



By: **n/a**

(Attorney-in-Fact) and Resident
Agent

4200 Six Forks Road, Suite 1400
Raleigh, NC 27609

(Address)

ATTEST:

(Attorney-in-Fact) (SEAL)
Steven G. Raffuel, Attorney-in-Fact



(Witness as to Surety) Cecelia D. Brown, Witness to Surety

4200 Six Forks Road, Suite 1400
Raleigh, NC 27609

(Address)



NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners shall execute Bond.

IMPORTANT: Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

POWER OF ATTORNEY

Bond # n/a bid bond

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

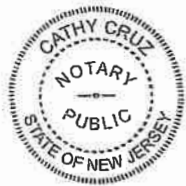
STATE OF ILLINOIS
County of Cook



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, **April 29, 2025**

A01482

Irene Martins, Assistant Secretary



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, 2024

ASSETS

Bonds (Amortized Value)	\$151,003,602
Stocks (Preferred Stocks)	5,295,012
Stocks (Common Stocks)	1,117,319,913
Cash, Bank Deposits & Short-Term Investments	101,581,740
Other Invested Assets	0
Unpaid Premiums & Assumed Balances	147,431,464
Deferred Premiums, Agents Balances & Installments booked	12,276,867
Reinsurance Recoverable from Reinsurers	43,214,951
Reinsurance - Funds Held by or deposited with reinsured companies	15,163,786
Current Federal & Foreign Income Tax Recoverable & Interest	14,121,633
Investment Income Due and Accrued	2,090,174
Receivables from Parent Subsidiaries & Affiliates	14,302,543
Other Assets	1,052,236
TOTAL ASSETS	<u>\$1,624,853,921</u>

LIABILITIES, SURPLUS & OTHER FUNDS

Losses (Reported Losses Net as to Reinsurance Ceded and Incurred But Not Reported Losses)	\$217,385,914
Reinsurance payable on paid losses & loss adjustment expense	661,855
Loss Adjustment Expenses	42,734,045
Commissions Payable, Contingent Commissions & Other Similar Charges	1,367,674
Other Expenses (Excluding Taxes, Licenses and Fees)	0
Taxes, Licenses & Fees (Excluding Federal Income Tax)	1,414,883
Current federal and foreign income taxes	0
Net Deferred Tax Liability	14,515,327
Unearned Premiums	164,124,841
Advance Premium	1,242,801
Ceded Reinsurance Premiums Payable	53,505,057
Funds held by Company under reinsurance treaties	29,506,468
Amounts Withheld by Company for Account of Others	62,460,811
Payable to Parent Subsidiaries & Affiliates	11,222,841
Other Liabilities	2,797,065
TOTAL LIABILITIES	<u>\$603,939,582</u>
Common Capital Stock	\$3,500,004
Gross Paid-in & Contributed Surplus	670,781,834
Unassigned Funds (Surplus)	346,632,501
Surplus as Regards Policyholders	<u>\$1,020,914,339</u>
TOTAL LIABILITIES, SURPLUS & OTHER FUNDS	<u>\$1,624,853,921</u>

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, 2024, 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 25th day of February, 2025.
HARCO NATIONAL INSURANCE COMPANY

John M. Mruk

SIGNED AND SWORN to before me on this 25th day of February, 2025.

Ryan C. Smith
NOTARY PUBLIC, STATE OF North Carolina





**STATE OF GEORGIA
OFFICE OF INSURANCE AND SAFETY FIRE COMMISSIONER
CERTIFICATE OF AUTHORITY**

WHEREAS, **HARCO NATIONAL INSURANCE COMPANY**, ORGANIZED UNDER THE LAWS AND REGULATIONS OF THE STATE OF ILLINOIS (IL), HAVING COMPLIED WITH THE REQUIREMENTS OF THE LAWS AND REGULATIONS OF THIS STATE AS ARE APPLICABLE TO SUCH ORGANIZATION, IT IS HEREBY LICENSED TO TRANSACT THE BUSINESS OF INSURANCE IN THE STATE OF GEORGIA ACCORDING TO THE LAWS THEREOF, WITH RESPECT TO THE FOLLOWING CLASSES AND/OR LINES OF INSURANCE:

CASUALTY (INCLUDING WORKERS COMPENSATION); MARINE AND TRANSPORTATION; PROPERTY; SURETY

NOTHING CONTAINED IN THIS LICENSE AUTHORIZES THE LICENSEE TO ENGAGE IN OR WRITE ANY CLASSES OR KINDS OF INSURANCE IN THIS STATE FOR WHICH THE LICENSEE IS NOT AUTHORIZED IN ITS STATE OF DOMICILE.

PURSUANT TO O.C.G.A. SECTION 33-3-16(a), THIS CERTIFICATE OF AUTHORITY IS EFFECTIVE AT **12:00 AM JULY 1, 2024**, AND EXPIRES AT **11:59 P.M. ON JUNE 30, 2025**, UNLESS SUSPENDED OR REVOKED IN THE MANNER PROVIDED BY LAW.

GIVEN UNDER MY HAND AND SEAL OF OFFICE
THIS DAY, MARCH 18, 2024

JOHN F. KING
COMMISSIONER OF INSURANCE



LICENSE NUMBER: 20001069
NAIC NUMBER: 26433

ACKNOWLEDGMENT OF SURETY

STATE OF New Jersey

COUNTY OF Mercer

On April 29, 2025, Steven G. Raffuel to me known, who, being by me duly sworn, did depose and say that he/she is an Attorney In Fact of Harco National Insurance Company the corporation described in and which executed the within instrument; that he/she knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal; and that he/ she signed the said instrument and affixed the said seal as Attorney In Fact by authority of the Board of Directors of said corporation and by the authority of his/her office under Standing Resolutions thereof.


NOTARY PUBLIC

DJOYA C RAFFUEL
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 2412272
MY COMMISSION EXPIRES SEPT. 14, 2026



Exhibit "G"

Contractor E-Verify Affidavit Pursuant to O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned Provider verifies its compliance with O.C.G.A. § 13-10-91, et seq. (the "Act") and Chapter 300-10-1 of the Rules of Georgia Department of Labor (the "Rules"), stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services or has accepted a Contract award on behalf of the City of East Point Georgia (the "City"), (1) has registered with; (2) is authorized to use; (3) is using; and (4) shall continue to use throughout the Contract Period the Federal Work Authorization Program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in the Act and the Rules.

The undersigned Provider further agrees that, should it employ or contract with any Subcontractor(s) in conjunction with the physical performance of services or work required through the acceptance of a Contract award with the City of East Point Georgia of which this affidavit is a part, the undersigned Provider shall secure from such Subcontractor(s) similar verification of compliance with the Act and the Rules through the Subcontractor's execution of the Subcontractor's Affidavit which has been provided by the City.

The undersigned Provider further agrees to provide a copy of each such affidavit to the City of East Point Georgia at the time the Subcontractor(s) is retained to perform such services or work, and to maintain copies of all such affidavits for no less than five (5) years from the date such affidavits were provided to the City and otherwise to maintain records of compliance with the Act and the Rules as required by law.

The Provider hereby attests that its Federal Work Authorization User Identification Number and date of authorization are as follows:

733293 Federal Work Authorization User Identification Number 12/05/2013 Date of Authorization

Name of Provider: Asphalt Paving Systems, Inc. Suite/Street Address: 6789 Hwy 67 City, State, Zip: Brooklet, GA 30415 Phone: (813) 788-0010 Email: ddclarkaps@gmail.com

Bid No. 2025-1891 - Hot in Place (HIP) Resurfacing and Micro Surfacing City of East Point Solicitation Number and Name of City Project

I hereby declare under penalty of perjury that the foregoing is true and correct.

Signature of Authorized Officer or Agent Robert Capoferri / President Printed Name and Title of Authorized Officer or Agent

Subscribed and sworn before me on this the 28th day of April, 2025.

Notary Public (sign and impress seal)

My Commission Expires On: January 31, 2027



MARY E. FREGOSO Commission # HH 356587 Expires January 31, 2027

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

**ARTICLE I
PURPOSE AND AUTHORITY**

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

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

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

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

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

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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

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

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

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

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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

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

Company ID Number: 1215880

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

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

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

C. RESPONSIBILITIES OF SSA

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

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

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

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

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

D. RESPONSIBILITIES OF DHS

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

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

Company ID Number: 1215880

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

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

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

Company ID Number: 1215880

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

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

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

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

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

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

Company ID Number: 1215880

B. TERMINATION

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

ARTICLE VI PARTIES

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

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

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

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

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

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Approved by:

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

Company ID Number: 1215880

Information Required for the E-Verify Program**Information relating to your Company:**

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

Company ID Number: 1215880

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

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

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

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

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

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

Company ID Number: 1215880

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Exhibit "H"

**Contractor's S.A.V.E. Affidavit
Under the Systematic Alien Verification for Entitlements Program Pursuant
to O.C.G.A §50-36-1(e)(2)**

By executing this affidavit under oath, as an applicant for a City of East Point Georgia contract award or other Public Benefit as provided by O.C.G.A. §50-36-1, and determined by the Attorney General of Georgia in accordance therewith, I am hereby stating the following with respect to my application for a City of East Point contract award/ public benefit:

Name of natural person applying on behalf of individual, business, corporation, partnership, joint venture, or private entity: Robert Capoferri, President of Asphalt Paving Systems, Inc.

Check one:

1) I am a United States citizen; or

2) I am a legal permanent resident eighteen (18) years of age or older; or

3) I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act, who is eighteen (18) years of age or older, and lawfully present in the United States of America. All non-citizens MUST provide their Alien Registration Number here: _____.

The undersigned applicant also hereby verifies that he or she has provided at least one (1) secure and verifiable document, as required by O.C.G.A. §50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit is:

E-Verify Affidavit

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. §16-10-20, and face criminal penalties as allowed by such criminal statute.

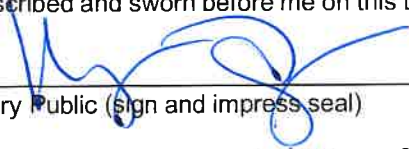


Signature of Applicant

Robert Capoferri

Printed Name of Applicant

Subscribed and sworn before me on this the 28 day of April, 2025.



Notary Public (sign and impress seal)

My Commission Expires On: January 31, 2027



MARY E. FREGOSO
Commission # HH 356587
Expires January 31, 2027





Exhibit "E"
NON-COLLUSION AFFIDAVIT

The undersigned, being duly sworn on oath, says that he or she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid on anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bid.

The undersigned further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE REFERENCED SOLICITATION ARE TRUE AND CORRECT.

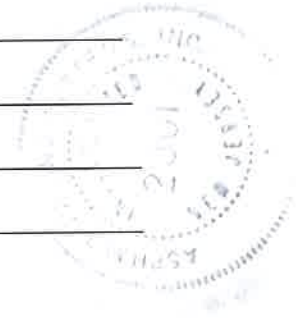
Name of Organization: Asphalt Paving Systems, Inc.

Name of Person Signing: Robert Capoferri

Title of Person Signing: President

Signature: 

Date: 04/28/2025



ACKNOWLEDGEMENT

STATE OF Florida)

COUNTY OF Pasco)

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this 28th day of April, 2025.


Notary Public Signature

My Commission Expires: January 31, 2027

Affix Notary Seal



MARY E. FREGOSO
Commission # HH 356587
Expires January 31, 2027

STATE OF GEORGIA

Secretary of State
Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

ANNUAL REGISTRATION

Electronically Filed
Secretary of State
Filing Date: 1/27/2025 1:35:44 PM

BUSINESS INFORMATION

CONTROL NUMBER 16028431
BUSINESS NAME ASPHALT PAVING SYSTEMS, INC.
BUSINESS TYPE Foreign Profit Corporation
EFFECTIVE DATE 01/27/2025
ANNUAL REGISTRATION PERIOD 2025, 2026

PRINCIPAL OFFICE ADDRESS

ADDRESS PO BOX 530, HAMMONTON, NJ, 08037, USA

REGISTERED AGENT

NAME	ADDRESS	COUNTY
C T Corporation System	289 S Culver St, Lawrenceville, GA, 30046-4805, USA	Gwinnett

OFFICERS INFORMATION

NAME	TITLE	ADDRESS
KENNETH G MESSINA	SECRETARY	555 N EGG HARBOR ROAD, HAMMONTON, NJ, 08037, USA
ROBERT CAPOFEERRI	CEO	9021 WIRE ROAD, ZEPHYRHILLS, FL, 33540, USA
Tammi Massey	CFO	555 N Egg Harbor Rd, Hammonton, NJ, 08037, USA

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE Robert Capoferri
AUTHORIZER TITLE Officer



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

May 8, 2023

CERTIFICATE OF QUALIFICATION
Vendor ID: 14897

Asphalt Paving Systems, Inc
6789 Highway 67
Brooklet, GA 30415

In accordance with The Rules and Regulations Governing the Prequalification of Prospective Bidders, you are hereby notified that the Georgia Department of Transportation has assigned the following Rating. This Certificate is effective on the date of issue stated above and cancels and supersedes all Certificate(s) previously issued:

MAXIMUM CAPACITY RATING: \$624,100,000.00

CERTIFICATE EXPIRES: April 30, 2025

PRIMARY WORK CLASS/CODE: 424

SECONDARY WORK CLASS(ES)/CODE(S): 205, 209, 301, 400, 400A, 428, 431, 432 and 461

The total amount of incomplete work, regardless of its location and with whom it is contracted, whether in progress or awarded but not yet begun, shall not exceed the Maximum Capacity Rating. If dissatisfied with the Rating, we direct you to the Appeals Procedures in §672-5-.08 (1) & (2) and §672-1-.05, Rules of the State Department of Transportation.

A Subcontractor may request an extension of its current registration **prior** to the expiration date of the registration by providing the Department with the following information: the amount of time requested for the extension (either 30, 60 or 90 days), the reason for the extension request and the original expiration date of the registration. The Department in its discretion will determine whether the extension should be granted and will notify the Contractor of its determination.

Allowing approved registration to lapse will leave the Subcontractor without the ability to bid work until such time as the standing returns to an approved status. If you desire to apply at some intermediate period before the expiration date, your Rating will be reviewed based on the new application.

This Certificate is issued for contractors to be eligible for work with the Georgia Department of Transportation (GDOT) only. GDOT does not certify contractors as eligible to do business with entities other than GDOT. *Work class codes are for reference only and do not represent a certification to be provided in support of contractor ability or NAICS code determinations. NAICS Codes are assigned by the office of Equal Employment Opportunity.*

Sincerely,

Marc Mastronardi, P.E.

Marc Mastronardi, P.E.

Chairman, Prequalification Committee/Contractors

Digitally signed by Marc Mastronardi, P.E.
DN: C=US, E=mmastronardi@dot.ga.gov,
O=Georgia Department of Transportation,
OU=Division of Construction - Director,
CN="Marc Mastronardi, P.E."
Date: 2023.05.11 13:28:43-04'00'

MM:TKA

Experience of Key Individuals

Asphalt Paving Systems, Inc. – Experience of Key Individuals

Individual's Name	Title	Exp.
Robert Capoferri	CEO	34
Kenneth Messina	Operations Manager	29
Robert Bevilacqua	Project Manager	33
Dave Gannon	Project Manager	29
Thomas Donald	Regional Manager	30
Travis Smith	Micro Superintendent	12
Mark Rohrbach	Estimator	24
Von Kramer	Paving Superintendent	35
Trey Jordan	QC Manager	15
Dennis Williams	Foreman	26
Mike Mobley	Emulsion Plant	12

6 PERFORMANCE RECORD FOR THE PAST FOUR (4) YEARS

Name and Address of Owner	Project Name & Location Type of Work	Prime	Sub	Contract Price	Date Completed	Engineer In Charge For Owner Address & Phone Number
Orange County 400 E. South Street, 2nd Floor Orlando, FL 32801	Y23-009 Cold In-Place Bituminous Recycling with Asphalt Resurfacing	X		7,235,359	Jan-24	Hermenegildo Pegado Orange County Public Works 407-836-7817 hermenegildo.pegado@fla.gov
Superior Construction	Elam Road - Soil Cement, Paving, FDR		X	\$1,245,993		
Hernando County 15470 Flight Path Drive Brooksville, FL 34604	Paving / Resurfacing Multiple Roads	X		\$2,015,050	Dec-23	Troy McCain, Project Manager 1525 E. Jefferson Street Brooksville, FL 34601 352-754-4062 troumccain@fla.gov
Pasco County 7536 State Road New Port Richey, FL 34654	Old Pasco Road Safety Improvements from Post Oak Blvd. to 500 Ft. South of Overpass Rd. Paving	X		\$1,993,525	Dec-23	Pasco County 4454 Grand Blvd. New Port Richey, FL 33652 727-834-3611
Lake County State of Florida, BCC PO Box 7800 Tavares, FL 32778		X		2,014,861	Nov-23	
TN Department of Labor 505 Deaderick Street Suite 700 Nashville, TN 37243-0326	CNX036 - The Resurfacing (Either Microsurface or Thin Mix Overlay) on SR53, SR83, SR96 and SR141	X		\$2,061,427	Sep-23	Bryan Moore / IDOT 497 Ferrell Drive Cookeville, TN 38506 931-526-7652 bryan.moore@dot.gov
Florida DOT Construction Engineer 1201 N. Malcolm McKinley Dr. Tampa, FL 33612	SR 589 and SR 54 Interchange; FPN No. 444486-1-52-01 Contract No. E8T68 Mill and Pave		X	\$1,561,909	Aug-23	Prince Contracting, LLC 10210 Highland Manor Drive Suite 110 Tampa, FL 33610
Lamar County Board of Comm 408 Thomaston Street, Suite E Barnesville, GA 30204	2023 Micro Surfacing Project	X		\$2,365,104	Aug-23	Sean Townsend Lamar County 408 Thomaston St, Suite E Barnesville, GA 30204 sean.townsend@fla.gov
Federal Highway Administration Eastern Federal Lands Hwy Div Quantum Park, Ste E2-3-300 22001 Loudoun County Pky Ashburn, VA 20147	693C7322C000011, Everglades National Park, Project No. NP SER PMS FY21(1) Interior Region 2 South Atlantic Gulf Pavement Preservation Cotlier, Miami-Dade & Monroe Counties		X	\$2,047,120	Aug-23	Central Southern Construction 2410 Harper Street Jacksonville, FL 32204
Federal Highway Administration	693C7322C000013 Pavement Preservation of Roads		X	\$1,466,958	Aug-23	Central Southern Construction

6 PERFORMANCE RECORD FOR THE PAST FOUR (4) YEARS

Name and Address of Owner	Project Name & Location Type of Work	Prime	Sub	Contract Price	Date Completed	Engineer in Charge For Owner Address & Phone Number
Eastern Federal Lands Hwy Div Quantum Park, Ste E2-3-300 22001 Loudoun County Pky Asfburn, VA 20147	and Parking Areas in Cypress National Preserve, Collier, Miami-Dade & Monroe Counties					2410 Harper Street Jacksonville, FL 32204
Florida DOT Construction Engineer 1201 N. Malcolm Mckinley Dr. Tampa, FL 33612	SR 55 (US 19) from W Jump Ct to CR 44 (W Fort Island Trail) Paving	X	X	\$4,743,660	Jul-23	PCS Civil, Inc. 6920 Asphalt Avenue Tampa, FL 33614 813-868-7719
TN Department of Labor 505 Deaderick Street Suite 700 Nashville, TN 37243-0326	CNX039 - The Resurfacing (Either Microsurfact or Thin Mix Overlay) on US 70 (SR 1) in White County and onf US 70 (SR 24) in Cumberland County	X		\$1,404,182	Jul-23	Bryan Moore / TDOT 497 Ferrell Drive Cookeville, TN 38506 931-526-7652 bmoore@tdot.state.tn.us
TN Department of Labor 505 Deaderick Street Suite 700 Nashville, TN 37243-0326	CNX046 - The Resurfacing (Either Micorsurface or Thin Mix Overlay) on SR 156 Near Franklin State Forest to Near Orme Mountain Rd, Marion County	X		\$665,796	Jul-23	Carson Voites / TDOT 17187 Rankin Ave North Duntlap, TN 37343 423-949-2195 cvoites@tdot.state.tn.us
TN Department of Labor 505 Deaderick Street Suite 700 Nashville, TN 37243-0326	CNX018 - The Resurfacing (Either Micorsurface or Thin Mix Overlay) on SR 108 From SR 56 to east of Frietower Road, Grundy County	X		\$523,913	Jun-23	Shenwar Hussein 1210 E. Carroll Street Tullahoma, TN 37388 423-949-2195 shenwar@tdot.state.tn.us
TN Department of Labor 505 Deaderick Street Suite 700 Nashville, TN 37243-0326	CNX015 - The Resurfacing (Either Micorsurface or Thin Mix Overlay) on SR101 from SR30 LM0.00 to the Cumberland County Line	X		\$1,206,100	Jun-23	Carson Voites / TDOT 17187 Rankin Ave North Duntlap, TN 37343 423-949-2195 cvoites@tdot.state.tn.us
City of Jacksonville 214 North Hogan Street Suite 105 Jacksonville, FL 32202	Countywide Asphalt Pavement Preservation and Rehabilitation Bid #CP-0148-22 Microsurfacing	X		\$2,183,262	Jun-23	Janet Duffy Eisman & Russo, Inc. 6455 Powers Avenue Jacksonville, FL 32217 904-636-8828
Manatee County	Lockwood Ridge - Cold in Place	X		2,773,771	Jun-23	
Manatee County	75th Street - Cold In Place	X		1,469,037	May-23	
City of Tampa 306 East Jackson Street	Major Citywide Roadway Improvements and Street Surfacing, 22-C-22022		X	\$904,698	Apr-23	CW Roberts Contracting, Inc. 3372 Capital Circle NE

6 PERFORMANCE RECORD FOR THE PAST FOUR (4) YEARS

Name and Address of Owner	Project Name & Location Type of Work	Prime	Sub	Contract Price	Date Completed	Engineer In Charge For Owner Address & Phone Number
Tampa, FL 33602						Tallahassee, FL 32308
Osceola County Road & Bridge 3850 Old Canoe Creek Rd St Cloud, FL 34769	Micro-Surfacing & Mill + 4" Various County Roads	X		\$1,856,899	Apr-23	Shane King 1 Courthouse Squar Kissimmee, FL 34741 407-742-7522 shane.king@osceola.fl.gov
Seminole County BOCC 100 East First Street Sanford, FL 32771	Pine Way Full Depth Reclamation	X		\$1,162,075	Apr-23	Mike Garcia 100 E. 1st Street Sanford, FL 32771 407-665-5673 mike.garcia@seminolecountyfl.gov
Spruce Creek Property Owners Assoc. 212 Cessna Blvd Port Orange, FL 32128	Full Depth Reclamation of Taxiways		X	\$1,541,665	Mar-23	386-760-5884 Spruce Creek Property Owners
TN Department of Labor 505 Deaderick Street Suite 700 Nashville, TN 37243-0326	Microsurfacing SR 59 Fayette & Hardeman Counties - Contract CNW041	X		\$2,796,224	Mar-23	James K. Polk, TNDOT 505 Deaderick Street, Suite 700 Nashville, TN 37243 615-741-2414
TN Department of Labor 505 Deaderick Street Suite 700 Nashville, TN 37243-0326	Microsurfacing SR 3 Dyer County - Contract CNW008	X		\$1,994,160	Feb-23	James K. Polk, TNDOT 505 Deaderick Street, Suite 700 Nashville, TN 37243 615-741-2414
City of Palm Bay 120 Malabar Rd, SE, Palm Bay, FL 32907	City of Palm Bay, Unit 30		X	\$1,513,280	Feb-23	Timothy Rose Contracting
City of Zephyrhills 5335 8th Street Zephyrhills, FL 33542	7th Street from 5th Avenue to N. Avenue - Cold in Place Recycling & Reconstruction	X		\$732,871	Jan-23	Shane LeBlanc 5335 8th Street Zephyrhills, FL 33542 813-780-0022 shane.leblanc@cityofzephyrhills.com
City of Temple Terrace	Resurfacing	X		\$820,776	Dec-22	
City of Winder 25 East Midland Avenue Winder, GA 30680	2022 LMIG Micro Surfacing Project Patch Repairs, Cape Seal (Micro & Chip Seal)	X		\$756,441	Dec-22	

6 PERFORMANCE RECORD FOR THE PAST FOUR (4) YEARS

Name and Address of Owner	Project Name & Location Type of Work	Prime	Sub	Contract Price	Date Completed	Engineer In Charge For Owner Address & Phone Number
Spruce Creek POA, Inc. 212-1 Cessna Blvd Port Orange, FL 32128-7432	Spruce Creek Fly-In 2021-2022 Roadway Program Full Depth Reclamation of Taxiways	X		\$1,541,665	Dec-22	MBV Engineering, Inc. 1835 20th St Vero Beach, FL 32960 772-569-0035
The A.D. Morgan Corporation 716 N. Renette Drive Tampa, FL 33609	Manatee County 53rd Avenue Re-Pave		X	\$1,106,516	Dec-22	Ajax Paving Industries of FL, LLC One Ajax Drive North Venice, FL 34275
TN Department of Labor 505 Deaderick Street Suite 700 Nashville, TN 37243-0326	Microsurfacing SR 136 White County - Contract CNW060	X		\$1,049,808	Dec-22	James K. Polk, TNDOT 505 Deaderick Street, Suite 700 Nashville, TN 37243 615-741-2414
TN Department of Labor 505 Deaderick Street Suite 700 Nashville, TN 37243-0326	Microsurfacing SR 50 Franklin County Contract CNW123	X		\$2,709,069	Dec-22	James K. Polk, TNDOT 505 Deaderick Street, Suite 700 Nashville, TN 37243 615-741-2414
Pepper Contracting 6920 Asphalt Avenue Tampa, FL 33614	SR50 From Windemere Rd to E of US 98 & from E of US 98 to E of 301, Hernando County		X	\$6,806,729	Nov-22	Andrew Williams, Proj. Admin. FDOT-Tampa Operations Center Tampa Ops Deck 813-612-3310 Cell - 813-347-8948 ADDRESS: 4011 W. BAYVIEW BLVD, TAMPA, FL 33611
TN Department of Labor 505 Deaderick Street Suite 700 Nashville, TN 37243-0326	Microsurfacing SR 165 - Monroe County Contract No. CNW090	X		\$2,073,006	Nov-22	James K. Polk, TNDOT 505 Deaderick Street, Suite 700 Nashville, TN 37243 615-741-2414
TN Department of Labor 505 Deaderick Street Suite 700 Nashville, TN 37243-0326	Microsurfacing SR 312 - Bradley & Hamilton Counties, Contract #CNV105	X		\$1,019,557	Nov-22	James K. Polk, TNDOT 505 Deaderick Street, Suite 700 Nashville, TN 37243 615-741-2414
TN Department of Labor 505 Deaderick Street Suite 700 Nashville, TN 37243-0326	Microsurfacing SR 135 Jackson & Putnam Counties - Contract CNW017	X		\$1,137,070	Oct-22	James K. Polk, TNDOT 505 Deaderick Street, Suite 700 Nashville, TN 37243 615-741-2414
Oscola County BOCC 1 Courthouse Square Kissimmee, FL 34741	Pavement Maintenance & Rehabilitation Continuing Services for Micro & Chip Seal	X		\$2,901,612	Oct-22	Matt Perry 3850 Old Canoe Rd St Cloud, FL 34769

6 PERFORMANCE RECORD FOR THE PAST FOUR (4) YEARS

Name and Address of Owner	Project Name & Location Type of Work	Prime	Sub	Contract Price	Date Completed	Engineer in Charge For Owner Address & Phone Number
TN Department of Labor 505 Deaderick Street Suite 700 Nashville, TN 37243-0326	Microsurfacing SR 325 Fentress & Pickett Counties - Contract CNW056	X		\$982,149	Oct-22	407-742-7500 James K. Polk, TNDOT 505 Deaderick Street, Suite 700 Nashville, TN 37243 615-741-2414
Georgia DOT 600 West Peachtree Street, NW 19th FL Atlanta, GA 30308	Pavement Preservation and Maintenance Services - District 2, SR 171, Johnson County Bituminous Tack Coat, Micro Surfacing	X		\$618,338	Oct-22	Julian Archer District Maintenance Contract Mngr 1015 Peachtree Street, NW Atlanta, GA 30308
City of Pompano Beach PO Box 1300 Pompano Beach, FL 33601	The Paving of Blount Road	X		\$765,906	Oct-22	Rob McCaughan 1201 NE 5th Street Pompano Beach, FL 33060
Sumter County BOCC 7375 Powell Road Suite 206 Wildwood, FL 34785-4203	Alternative Paving Methods (173018) Crack Filling, Seal & Micro	X		\$1,071,688	Sep-22	Shallesh Patel, PW Director/Eng. 319 E. Anderson Avenue Bushnell, FL 33513 shallesh.patel@sumtercountyfl.gov 352-689-4400
TN Department of Labor 505 Deaderick Street Suite 700 Nashville, TN 37243-0326	Microsurfacing SR B4 Overton & Putnam Counties - Contract CNW033	X		\$1,870,724	Aug-22	James K. Polk, TNDOT 505 Deaderick Street, Suite 700 Nashville, TN 37243 615-741-2414
QGS Development 1450 S. Park Road Plant City, FL 33566	Thonotosassa - Copart Project, Hillsborough County Full Depth Reclamation		X	\$2,068,231	Aug-22	QGS Development 1450 S Park Road Plant City, FL 33566 813-634-1733
City of Palm Bay 120 Malabar Rd, SE, Palm Bay, FL 32907	Road Bond Paving - Units 24 & 25	X		\$7,845,617	Apr-22	Frank Watanabe 120 Malabar Road SE Palm Bay, FL 321-952-3400 frank.watanabe@palm-bay.fl.gov
GA Department of Transportation PO Box 746459, Atlanta, GA 30374	Pavement Preservation and Maintenance Services District 4, Decatur County Microsurfacing, Striping, Tack Coat, Traffic Control	X		\$619,061	Aug-21	Wayne Stinson 229-392-7543 wstinson@dot.ga.gov
GA Department of Transportation PO Box 746459, Atlanta, GA 30374	Pavement Preservation and Maintenance Services District 4, Berrien County Microsurfacing, Striping, Traffic Control	X		\$430,676	Dec-21	Wayne Stinson 229-392-7543 wstinson@dot.ga.gov

6 PERFORMANCE RECORD FOR THE PAST FOUR (4) YEARS

Name and Address of Owner	Project Name & Location Type of Work	Prime	Sub	Contract Price	Date Completed	Engineer In Charge For Owner Address & Phone Number
FL Dept of Transportation District 6 Miami 1000 NW 111th Ave Miami, FL 33172	E6N61 Miscellaneous Construction Improvements along SR 112 Julia Tuttle COSWAY Westbound Shoulder Microsurfacing, Striping, Traffic Control	X		\$204,498	Dec-21	
FL Dept of Transportation District 6 Miami 1000 NW 111th Ave Miami, FL 33172	E6N62 Miscellaneous Construction Improvements along SR 112 Julia Tuttle COSWAY Eastbound Shoulder Microsurfacing, Striping, Traffic Control	X		\$192,154	Dec-21	
TN Department of Transportation 505 Deaderick Street Suite 700 Nashville, TN 37243-0326	Microsurfacing SR 53 & SR 52 Clay County Contract CNV005 Microsurfacing, Pavement Markings, Traffic Control, Fog Seal	X		\$928,456	Dec-21	Jason Tays 423-634-7511
TN Department of Transportation 505 Deaderick Street Suite 700 Nashville, TN 37243-0326	Microsurfacing SR 111 Pickett County Contract CNV028	X		\$821,296	Dec-21	Jason Tays 423-634-7511
GA Department of Transportation PO Box 746459, Atlanta, GA 30374	Pavement Preservation and Maintenance Services District 5, Bryan & Bulloch County Microsurfacing, Striping, Traffic Control	X		\$566,279	Nov-21	Donnie Williams 912-687-3568 williams.d@tandh.com
TN Department of Transportation 505 Deaderick Street Suite 700 Nashville, TN 37243-0326	Microsurfacing SR 56 Dekalb & Putnam Counties Contract CNV047 Microsurfacing, Pavement Markings, Traffic Control	X		\$830,011	Oct-21	Jason Tays 423-634-7511
City of St. Cloud 1300 9th Street St. Cloud, FL	Alternative Paving Methods (173018) Chip, Micro and Paving	X		\$1,719,070	Oct-21	Kevin Feblinger 1300 9th St. St Cloud, FL 34769 407-709-6277
GA Department of Transportation PO Box 746459, Atlanta, GA 30374	Pavement Preservation and Maintenance Services District 4, Brooks County Microsurfacing, Striping, Traffic Control	X		\$544,457	Sep-21	Wayne Stinson 229-392-7543
Walt Disney World Resort PO Box 1000 Miami, FL 32830	Disney Animal Kingdom Micro-Surfacing Parking Lots Microsurfacing	X		\$516,147	Sep-21	
City of Palm Bay	Road Bond Paving Unit 11, 15, 18, 23 & 56	X		\$10,001,633	Aug-21	Gregory Stone

6 PERFORMANCE RECORD FOR THE PAST FOUR (4) YEARS

Name and Address of Owner	Project Name & Location Type of Work	Prime	Sub	Contract Price	Date Completed	Engineer In Charge For Owner Address & Phone Number
120 Malagar Rd SE Palm Bay, FL 32907	Full Depth Reclamation, Microsurfacing, Crack Seal Milling, Traffic Control, Striping					City of Palm Bay 120 Malabar Rd SE Palm Bay, FL 32907 (321)409-7140
Osceola County 1 Courthouse Square Kissimmee, FL 34741	East Lakeshore Boulevard FDR (173018) Full Depth Reclamation and Paving	X		\$1,181,134	Aug-21	Matt Perry 3850 Old Canoe Rd St Cloud, FL 34769 787-836-1000 407-742-7500
Pasco County 7536 State Road New Port Richey, FL 34654	2019-2020 Annual Asphalt Pavement Rehab- ilitation Program for Paving Assessments & Programmed Maint. Countywide	X		\$6,483,207	Aug-21	Efrain Figueroa Pasco County 4454 Grand Blvd. New Port Richey, FL 33652 727-834-3611
GA Department of Transportation PO Box 746459, Atlanta, GA 30374	Pavement Preservation and Maintenance Services District 4, Cook County Microsurfacing, Striping, Traffic Control	X		\$540,469	May-21	Wayne Stinson 229-392-7543 770-836-1000
Takco Construction 8730 Eastview Drive Cottondale, AL 35453	Insurance Auto Auction - Jupiter, FL Full Depth Reclamation, Fog Seal		X	\$512,708	May-21	Ron Geffre 8730 Eastview Drive Cottondale, AL 35453
City of Palm Bay 120 Malagar Rd SE Palm Bay, FL 32907	Road Bond Paving - Emerson Drive Full Depth Reclamation, Microsurfacing, Crack Seal Milling, Traffic Control, Striping	X		\$1,099,072	Feb-21	Gregory Stone City of Palm Bay 120 Malabar Rd SE Palm Bay, FL 32907 (321)409-7140
GA DOT PO Box 746459, Atlanta, GA 30374 District 5	Pavement Preservation and Maintenance Services District 5, Screven County, GA	X		\$ 817,248	Dec-20	GA DOT PO Box 746459, Atlanta, GA 30374 Donnie Williams 912-687-3568
GA DOT PO Box 746459, Atlanta, GA 30374 District 2	Pavement Preservation and Maintenance Services District 2, Dodge County, GA	X		\$ 685,239	Dec-20	GA DOT PO Box 746459, Atlanta, GA 30374 Pat Singleton 770-630-1510
Orange County, FL 4200 S John Young Parkway Orlando FL 32839	Cold-In-Place Bituminous Base Recycling with Asphalt Resurfacing Various Streets Orange County, FL	X		\$ 4,899,320	Dec-20	Eddy Quinn, 407-836-7960 4200 S John Young Parkway Orlando FL 32839
Osceola County 1 Courthouse Square	Alternative Paving Methods Various Streets	X		\$ 1,467,128	Dec-20	Shane LeBlanc 1 Courthouse Square

6 PERFORMANCE RECORD FOR THE PAST FOUR (4) YEARS

Name and Address of Owner	Project Name & Location Type of Work	Prime	Sub	Contract Price	Date Completed	Engineer In Charge For Owner Address & Phone Number
Kissimmee, FL 34741	Osceola County, FL					Kissimmee, FL 34741 407-742-7522
City of Palm Bay 120 Malabar Rd, SE, Palm Bay, FL 32907	Micro / SP 9.5/ Chip/ Cape Seal Road Bond Paving Units 42 & Garvey Palm Bay, FL	X		\$ 6,930,072	Sep-20	Hector Franco 120 Malabar Rd, SE, Palm Bay, FL 32907 321-952-3400
Highland County 4344 George Blvd Sebring, FL 33875	CR-621 Full Depth Reclamation Various Streets Highland County, FL	X		\$ 690,773	Jul-20	Highland County 4344 George Blvd Sebring, FL 33875 863-402-6529
St Lucie County 2300 Virginia Ave Ft Pierce, FL 34982	Chip Seal & Asphalt Surfacing Term Contract Various Streets St Lucie County, FL	X		\$ 2,789,100	Jan-20	St Lucie County 2300 Virginia Ave Ft Pierce, FL 34982 Christopher LeStrange 772-462-2511
GA DOT PO Box 610 204 N Highway 301 Jessup, GA 31598	Pavement Preservation and Maintenance Services - District 4, Lee County Microsurfacing, Grassing Striping, Pavement Markings	X		\$910,972	Nov-19	Georgia DOT 321 Kinard Bridge Road Lenox, GA 31637 Rodney Pedersen
GA DOT PO Box 610 204 N Highway 301 Jessup, GA 31598	Pavement Preservation and Maintenance Services - District 4, Wilcox County Microsurfacing, Grassing Striping, Pavement Markings	X		\$733,863	Nov-19	Georgia DOT 321 Kinard Bridge Road Lenox, GA 31637 Rodney Pedersen
GA DOT PO Box 610 204 N Highway 301 Jessup, GA 31598	Pavement Preservation and Maintenance Services - District 2, Hancock County Single Surface Treatment, Microsurfacing.	X		\$1,016,237	Nov-19	Georgia DOT District 2 - Maintenance 643 Highway 15 South Tennille, GA 31089
City of Dunedin PO Box 1348 Dunedin, FL 34697	Striping, Pavement Markings Application of Crack Seal & Micro Surface on Various Street Locations Dunedin, Florida Crack Seal, Microsurfacing, Chip Seal, Full Depth Reclamation, Paving, Milling	X		\$552,678	Sep-19	Tim Calvit 737 Loudon Ave. 2nd Fl. Dunedin, FL 34697 727-298-3208
Ajax Paving Industries 510 Gene Green Road Nokomis, FL 34275	State Road 37, Polk County FL Dept of Transportation Milling, Full Depth Reclamation		X	\$1,169,355	May-19	Mark Peronto, P.E. 2730 SR 60 West Bartow, FL 33831 863-519-4211
City of Palm Bay 120 Malabar Rd SE Palm Bay, FL 32907	Cold-in-Place Recycling, Superpave & FDR Palm Bay City, FL Hot Plant- Mixed Bitumin Courses	X		\$1,597,539	Nov-18	Gregory Stone City of Palm Bay 120 Malabar Rd SE

6 PERFORMANCE RECORD FOR THE PAST FOUR (4) YEARS

Name and Address of Owner	Project Name & Location Type of Work	Prime	Sub	Contract Price	Date Completed	Engineer In Charge For Owner Address & Phone Number
St. Cloud City 1300 9th Street St. Cloud, FL	Full Depth Reclamation, Cold In-Place Recycling Pavement Management St. Cloud, FL Hot Plant-Mixed Bitumin Courses Full Depth Reclamation, Cold In-Place Recycling	X		\$1,400,255	Sep-18	Palm Bay, FL 32907 (321)409-7140 Diana Rawleigh, CFM City of St. Cloud 1300 9th Street St. Cloud, FL (407)957-7103
City of Tallahassee 300 S Adams Street Tallahassee, FL 32301	Pavement Preservation Service Tallahassee, FL Microsurfacing, Bituminous Chip Seal Pavement Marking	X		\$1,712,971	Sep-18	Art Sivilla, City Engineer City of Tallahassee 300 S Adams Street Tallahassee, FL 32301 (850)-570-7758
City of Jacksonville 214 N. Hogan St. Suite 105 Jacksonville, FL 32202	Asphalt Pavement Preservation Jacksonville, FL Microsurfacing, Bituminous Chip Seal Pavement Marking	X		\$1,241,779	Nov-18	Janet Duffy, Mgr Eisman & Russo 6455 Powers Avenue Jacksonville, FL 32217 (904)733-1478
Polk County PO Box 9005, Drawer TR02 Bartow, FL 33831	Annual Pavement Management Polk County, FL Hot Plant-Mixed Bitumin Courses Full Depth Reclamation, Cold In-Place Recycling	X		\$6,436,293	Dec-17	Katia Delgado Polk County 3000 Sheffield Rd. Winter Haven FL 33880 863-535-2281
Pasco County 7536 State Road New Port Richey, FL 34654	Annual Pavement Rehab Program Pasco County, FL Hot Plant-Mixed Bitumin Courses Grading, Concrete Drainage, Pavement Marking	X		\$4,725,706	Dec-17	Efrain Figueroa Pasco County 4454 Grand Blvd. New Port Richey, FL 33652 727-834-3611
Pasco County 7536 State Road New Port Richey, FL 34654	Programmed Pavement Maintenance Pasco County, FL Hot Plant-Mixed Bitumin Courses Full Depth Reclamation	X		\$2,433,618	Oct-17	Efrain Figueroa Pasco County 4454 Grand Blvd. New Port Richey, FL 33652 727-834-3611
Sumter County 319 East Anderson Ave Bushnell, FL 33513	2017 Pavement Management Program Sumter County, FL Microsurfacing, Crack Seal	X		\$523,436	Dec-17	Robert Lawler Sumter County 319 East Anderson Ave Bushnell, FL 33513 352-689-4400
City of Sanford 800 Fulton Street Sanford, FL 32771	Resurfacing Project Sanford, FL Microsurfacing, Bituminous Chip Seal Resurfacing	X		\$568,685	Aug-17	Jeff Davis City of Sanford 800 Fulton Street Sanford, FL 32771 407-688-5080
City of Jacksonville FL 214 N. Hogan St. Suite 105 Jacksonville, FL 32202	Asphalt Pavement Preservation Program City of Jacksonville, FL Microsurfacing, Crack Seal ADA Concrete	X		\$1,315,985	Oct-17	Janet Duffy Eisman & Russo, Inc. 6455 Powers Ave. Jacksonville, FL 32217

6 PERFORMANCE RECORD FOR THE PAST FOUR (4) YEARS

Name and Address of Owner	Project Name & Location Type of Work	Prime	Sub	Contract Price	Date Completed	Engineer In Charge For Owner Address & Phone Number
						(904)733-1478

Request for Taxpayer Identification Number and Certification

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See <i>Specific Instructions</i> on page 3.	<p>1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)</p> <p style="text-align: center;">Asphalt Paving Systems, Inc.</p>	
	<p>2 Business name/disregarded entity name, if different from above.</p>	
	<p>3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____ </p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p style="text-align: right;"><i>(Applies to accounts maintained outside the United States.)</i></p>
	<p>3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/></p>	
	<p>5 Address (number, street, and apt. or suite no.). See instructions.</p> <p style="text-align: center;">8940 Gall Blvd</p>	<p>Requester's name and address (optional)</p>
	<p>6 City, state, and ZIP code</p> <p style="text-align: center;">Zephyrhills, FL 33541</p>	
	<p>7 List account number(s) here (optional)</p>	

Part I Taxpayer Identification Number (TIN)

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

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

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person	Date 12/04/2024
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General Instructions

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

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

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they