

**AGREEMENT FOR ADOPTION AND AMENDMENT OF  
POLK COUNTY, FLORIDA CONTRACT – PAVEMENT PRESERVATION  
AND RECYCLING TREATMENTS  
(CONTRACT #26-604)**

This Agreement is for the adoption and amendment by Lake County, Florida, a political subdivision of the State of Florida (COUNTY), by and through its Board of County Commissioners, of the contract to purchase Pavement Preservation and Recycling Treatments as a Service pursuant to the terms and conditions of the Polk County, Florida, Contract; Polk County Bid #25-342; dated October 1, 2025, as amended (the "Polk County Contract") between Asphalt Paving Systems, Inc., a foreign profit corporation authorized to do business in the State of Florida (CONTRACTOR) and Polk County, Florida, a political subdivision of the State of Florida.

**WITNESSETH:**

**WHEREAS**, effective on or about October 1, 2025, after complying with a competitive procurement process, Polk County, Florida, entered into the Polk County Contract incorporated herein as **Exhibit A**, including any subsequent amendments/renewals; and

**WHEREAS**, in submitting their bid to Polk County, CONTRACTOR, in certifying their bid, opted to allow their bid to be used by any other Governmental Agency; and

**WHEREAS**, the COUNTY is a Governmental Agency who desires to use the Polk County Contract entered into between CONTRACTOR and Polk County based on the bid submitted; and

**WHEREAS**, the CONTRACTOR is willing to honor the terms, conditions, and pricing of the Polk County Contract to provide Pavement Preservation & Recycling Treatments as a Service on an ongoing basis to the COUNTY; and

**WHEREAS**, the COUNTY and the CONTRACTOR want to enter into this contract to adopt and amend the Polk County Contract to specify its application to the COUNTY and to comply with the COUNTY'S procedures; and

**WHEREAS**, executing this contract is in the best interests of the COUNTY and the residents of Lake County.

**THEREFORE**, the parties agree as follows:

**Section 1. Legal Findings**

**1.1.** The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Agreement upon adoption hereof.

**Section 2. Purpose**

**2.1** The purpose of this Agreement is for the CONTRACTOR to provide ongoing, as-needed pavement preservation services for Lake County. Services shall be provided on the basis of project quotes and work orders for locations within Lake County, as set forth in Special Conditions, Paragraph 5, of the Polk County Contract.

**Section 3. Scope of Services**

**3.1** On the terms and conditions set forth in this Agreement, COUNTY hereby engages CONTRACTOR to and CONTRACTOR agrees to provide the products and services as specified in the Polk County Contract, attached, the terms of which are incorporated and made a part of this contract.

**3.2** Services provided by CONTRACTOR under this Agreement will be provided to COUNTY on an as-needed basis. Upon acceptance of CONTRACTOR'S quote for a particular project, COUNTY will issue a Purchase Order authorizing Project-specific work to be completed by CONTRACTOR subject to the terms of this Agreement.

**3.3** All work must be performed in accordance with good commercial practice and in accordance with the Project-specific scope of work, including any specifications, project documents, and exhibits or attachments thereto; the CONTRACTOR'S project proposal; and this Agreement. As time is of the essence, the work schedule and completion dates as set forth in each Project-specific scope and proposal must be adhered to by the CONTRACTOR except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of CONTRACTOR. In these cases, CONTRACTOR shall notify the COUNTY of the delays in advance of the original completion date so that a revised delivery schedule can be appropriately considered by the COUNTY. CONTRACTOR will be solely responsible for obtaining all necessary approvals and permits to complete the Service. CONTRACTOR shall not initiate awarded Projects without an agreed-upon scope, proposal, and express Notice to Proceed from the COUNTY in writing and Purchase Order for the Project.

**Section 4. Payment**

**4.1** Pricing. Payment shall be arrived at utilizing the rates set forth in CONTRACTOR'S Bid Sheets, attached hereto and incorporated herein within **Exhibit A**. COUNTY will pay, and CONTRACTOR will accept as full and complete payment for the timely and complete performance of its obligations hereunder, compensation as provided in the Polk County Contract. Agreement prices will prevail for the full duration of the Agreement.

**4.2** Invoicing. CONTRACTOR shall submit an original invoice to COUNTY after work has been completed via email or as otherwise directed by the COUNTY'S Project Manager, after each service has been completed. Invoice submission shall not exceed ten (10) calendar days beyond the date the work was completed. Under no circumstances shall the invoices be submitted to COUNTY in advance of the delivery and acceptance of the work. All invoices shall be accompanied by the PDF documentation including but not limited to service tickets, suppliers' invoices, purchase orders, time sheets, approved proposals, and any other pertinent backup documentation in COUNTY'S discretion. COUNTY will make payment on all undisputed invoices in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

**4.3** Grant Funding. In the event any part of this Agreement is to be funded by federal, state, or other local agency monies, CONTRACTOR agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. CONTRACTOR is advised that payments under this Agreement may be withheld pending completion and submission of all required forms and documents required of CONTRACTOR pursuant to the grant funding requirements. A copy of the requirements will be supplied to CONTRACTOR by the COUNTY upon request.

**4.4** Payment/Performance Bond Requirements. If any work order is for \$200,000 or more, pursuant to Florida Statutes, Section 255.05, CONTRACTOR must provide a Performance and Payment Bond or irrevocable letter of credit in an amount of **100%** of the quoted price. The Performance and Payment Bond Form supplied by the COUNTY will be the only acceptable form for these bonds. No other form will be accepted. Bond information and forms are attached hereto and incorporated herein as **Exhibit B**. In the event the CONTRACTOR defaults on the construction, the COUNTY shall utilize the payment and performance bond or letter of credit to complete the work.

**4.5** Change Orders. The COUNTY may at any time, by written change order, in accordance with the COUNTY's Purchasing Policy and Procedures, increase or decrease the scope of the work. For changes in work requested by the CONTRACTOR, the CONTRACTOR must prepare and submit change order requests for the COUNTY's approval. Each change order will include time and monetary impacts of the change, whether the change order is considered alone or with all other changes during the course of the Service. Both the COUNTY and the CONTRACTOR must execute the change order for the order to become effective. The value of such extra work or change will be determined by the contract unit values, if applicable unit values are set forth in this Agreement. The amount of the change will be computed from such values and added to or deducted from the contract price.

## **Section 5. County Responsibilities**

**5.1** The COUNTY shall designate a COUNTY staff member to act as COUNTY's Project Manager. It is agreed to by the parties that the COUNTY's Project Manager will decide all questions, difficulties, or disputes, of whatever nature, which may arise relative to the interpretation of the plans, construction, prosecution and fulfillment of the Scope of Services, and as to the character, quality, amount and value of any work done, and materials furnished, under or by reason of this Agreement. The COUNTY's Project Manager may appoint representatives as desired that will be authorized to inspect all work done and all materials furnished.

**5.2** The COUNTY shall pay in accordance with the provisions set forth in this Agreement.

**5.3** The COUNTY retains the right to inspect all work to verify compliance with the contract documents. Such inspection may extend to all or any part of the work and to the manufacture, preparation or fabrication of the materials to be used. The COUNTY's Public Works Additional Terms and Conditions, attached hereto and incorporated herein as **Exhibit C** shall apply to the services rendered in accordance with this Agreement.

## **Section 6. Insurance Requirements**

### **6.1** Insurance.

A. CONTRACTOR will purchase and maintain at all times during the term of this Contract, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of the Contract. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY'S Project Manager and Procurement Services Director within five

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working days of such request. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

i. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/1,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

ii. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of \$1,000,000

iii. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.).

iv. Employers Liability with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employer	\$1,000,000
Disease-Policy Limit	\$1,000,000

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear on all applicable policies. Certificates of insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.

C. CONTRACTOR must provide a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

D. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

E. CONTRACTOR must provide a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.

F. Certificate holder must be:  
LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND  
THE BOARD OF COUNTY COMMISSIONERS.  
P.O. BOX 7800  
TAVARES, FL 32778-7800

G. All self-insured retentions will appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer will reduce or eliminate such self-insured retentions; or CONTRACTOR will be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. The COUNTY will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the CONTRACTOR or subcontractor providing such insurance.

I. CONTRACTOR will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONTRACTOR's requirements.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

K. Neither approval by the COUNTY of any insurance supplied by CONTRACTOR, nor a failure to disapprove that insurance, will relieve CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

## **Section 7. Miscellaneous Provisions**

### **7.1 Public Records.**

A. All electronic files, audio and video recordings, and all papers pertaining to any activity performed by the contractor for or on behalf of the COUNTY will be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONTRACTOR's office or facility. The CONTRACTOR will maintain the files and papers for not less than three complete calendar years after the Service has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of this Agreement, the CONTRACTOR will appoint a records custodian to handle any records request and provide the custodian's name and telephone numbers to the COUNTY'S Project Manager.

B. Pursuant to Section 119.0701, Florida Statutes, CONTRACTOR will comply with the Florida Public Records' laws, and will:

- i. Keep and maintain public records required by the COUNTY to perform the services identified herein.
- ii. Upon request from the COUNTY'S custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of

the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the COUNTY.

- iv. Upon completion of this Agreement, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, CONTRACTOR will destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Agreement, CONTRACTOR will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

**C. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY OFFICE OF PROCUREMENT SERVICES, 315 WEST MAIN STREET, P.O. BOX 7800, TAVARES, FL 32778 OR AT 352-343-9424 OR VIA EMAIL AT PURCHASING@LAKECOUNTYFL.GOV.**

D. Failure to comply with this subsection will be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

E. Unless otherwise provided, CONTRACTOR shall maintain substantiating records as required by the State of Florida, General Records Schedule GS1-SL ("Schedule") for State and Local Government Agencies. If CONTRACTOR receives notification of a dispute or the commencement of litigation regarding the Project within the time specified in the Schedule, the CONTRACTOR shall continue to maintain all service records until final resolution of the dispute or litigation.

7.2 This Agreement shall be governed by the laws of the State of Florida. All legal action arising out of this agreement will have its venue in Lake County and this agreement will be interpreted according to the laws of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. **THE CONTRACTOR HEREBY WAIVES ITS RIGHT TO A JURY TRIAL FOR ANY ACTION ARISING FROM THE AGREEMENT.**

7.3 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions of this Agreement.

7.4 This Agreement will be binding upon and will inure to the benefit of each of the parties and of their respective successors and permitted assigns.

**7.5** This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties.

**7.6** The failure of any party at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision of this Agreement, nor in any way affect the validity of, or the right to enforce, each and every provision of this Agreement.

**7.7** During the term of this Agreement the CONTRACTOR assures the COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against the CONTRACTOR's employees or applicants for employment. The CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

**7.8** The CONTRACTOR must at all times comply with all Federal, State and local laws, rules and regulations.

**7.9** The employees of the CONTRACTOR will be considered at all times its employees and not an employee or agent of the COUNTY. The CONTRACTOR will provide employees capable of performing the work as required. The COUNTY may require the CONTRACTOR to remove any employee it deems unacceptable.

**7.10** Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The COUNTY as a further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity will be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

**7.11** The CONTRACTOR will be the prime contractor for all required items and services and will assume full responsibility for the procurement and maintenance of such items and services. The CONTRACTOR will be considered the sole point of contact with regards to all stipulations, including payment of all charges and meeting all requirements of this Agreement. All subcontractors will be subject to advance review by the COUNTY in terms of competency and security concerns. No change in subcontractors may be made without consent of the COUNTY. The CONTRACTOR will be responsible for all insurance, permits, licenses and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the COUNTY may require the CONTRACTOR to provide any insurance certificates required by the work to be performed.

**7.12** The CONTRACTOR shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Florida law.

**7.13** The invalidity or unenforceability of any particular provision of this Agreement will not affect the other provisions of this Agreement, and this Agreement must be construed in all respects as if such invalid or unenforceable provisions were omitted.

## **Section 8. Application to Lake County.**

**8.1** All terms applicable to "Polk County" in the Polk County Contract shall apply to the COUNTY and all references to "Polk County" in the Polk County Contract will be construed as referring to the COUNTY under this agreement.

**8.2** The CONTRACTOR shall provide any notices to the COUNTY as required under this agreement to the following locations:

County Manager  
Lake County Administration Building  
315 West Main Street, Suite 308  
Post Office Box 7800  
Tavares, Florida 32778-7800

*With a copy to:*  
County Attorney  
Lake County Administration Building  
315 West Main Street, Suite 335  
Post Office Box 7800  
Tavares, Florida 32778-7800

**Section 9. Effect of Amendment.**

**9.1** All other provisions of the contract and any amendments thereto will remain in full force and effect unless otherwise formally amended by the parties. To the extent this contract conflicts with the Polk County Contract, this contract will govern.

**Section 10. Scope of Contract for Adoption & Amendment.**

**10.1** This Agreement is intended by the parties to be the final expression of their agreement, and it constitutes the full and entire understanding between the parties with respect to the subject of this agreement, notwithstanding any representations, statements, or agreements to the contrary previously made.

**10.2** Any items not covered under this contract will need to be added via written addendum, and pricing negotiated based on final specifications.

**10.3** This agreement includes the following terms and attachments, all of which are incorporated herein:

Exhibit A	Polk County, Florida, Contract; Polk County Bid #25-342
Exhibit B	Lake County Performance and Payment Bond Instructions and Forms
Exhibit C	Lake County Public Works Additional Terms and Conditions


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IN WITNESS WHEREOF, the parties have signed this contract through their duly authorized representatives on the date under each signature.

**CONTRACTOR**

ASPHALT PAVING SYSTEMS, INC.

By:   
Robert Capoferri, President

This 17<sup>th</sup> day of MARCH, 2026.

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**COUNTY**

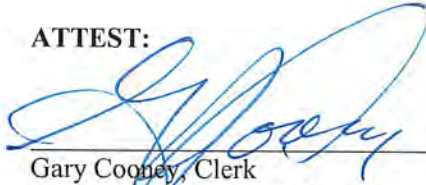
LAKE COUNTY, FLORIDA by and through its  
BOARD OF COUNTY COMMISSIONERS



Leslie Campione, Chairman

This 4 day of May, 2026.

**ATTEST:**



Gary Cooney, Clerk  
Board of County Commissioners  
of Lake County, Florida



Approved as to form and legality:

Melanie Marsh 4/30/24  
Melanie Marsh  
County Attorney

Due to file size:

FOR EXHIBITS AND  
OTHER  
ATTACHMENTS,  
CONTACT  
PROCUREMENT  
DEPARTMENT