

RESOLUTION 141 – 25

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CAPE CORAL, FLORIDA, APPROVING CONTRACT NO. PPW2598JA WITH PAVEMENT TECHNOLOGY, INC., IN ACCORDANCE WITH THE CITY OF PUNTA GORDA CONTRACT NO. F2020107/SVC-ASPHREJ/2021, TO PROVIDE PAVEMENT PRESERVATION SERVICES ON SELECT LOCAL CITY ROADWAYS, IN THE ESTIMATED ANNUAL AMOUNT OF \$500,000, NOT TO EXCEED BUDGETARY LIMITS; AUTHORIZING THE CITY MANAGER OR THEIR DESIGNEE TO EXECUTE THE CONTRACT AND PURCHASE ORDER(S); PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, as part of the City's Road Resurfacing Program, the Public Works Department has implemented pavement preservation strategies to extend the surface life of roadway infrastructure and delay the need of repaving; and

WHEREAS, Reclamite, a petroleum-based rejuvenating agent, is the preferred preservation method, and by applying Reclamite early in the pavement lifecycle, it enhances surface performance, reduces long-term maintenance needs, and significantly increases the return on investment for resurfacing efforts; and

WHEREAS, the City of Punta Gorda issued competitively solicited Invitation to Bid No. F202010/SVC-ASPHREJ/2021 in April of 2021 for qualified firms to apply asphalt rejuvenation application, and awarded Contract No. F202010/SVC-ASPHREJ/2021 to Pavement Technology, Inc.; and

WHEREAS, the initial term of the contract was from June 17, 2021 through June 16, 2024, and was subsequently renewed through June 18, 2027; and

WHEREAS pursuant to Section 2-144(f) of the City of Cape Coral, Florida, Code of Ordinances, the City is authorized to purchase goods or services under a contract awarded by another governmental entity by competitive bid; and

WHEREAS, the City Manager recommends that the Mayor and City Council approve the Contract No. PPW2598JA with Pavement Technology, Inc., in accordance with City of Punta Gorda Contract No. F202010/SVC-ASPHREJ/2021, to retain a qualified firm to apply pavement preservation services on local City roadways, for a total estimated annual amount of \$500,000, not to exceed budgetary limits.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CAPE CORAL, FLORIDA:

Section 1. The Mayor and City Council hereby approve Contract No. PPW2598JA with Pavement Technology, Inc., in accordance with City of Punta Gorda Contract No. F202010/SVC-ASPHREJ/2021, to apply pavement preservation services on local City roadways, for a total estimated annual amount of \$500,000, not to exceed budgetary limits. A copy of the Contract is attached hereto as Exhibit 1.

Section 2. The Mayor and City Council hereby authorize the City Manager or their designee to execute the contract and purchase order(s).

Section 3. Effective Date. This resolution shall take effect immediately upon its adoption.

ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CAPE CORAL, FLORIDA AT THEIR REGULAR SESSION THIS _____ DAY OF _____, 2025.

JOHN GUNTER, MAYOR

VOTE OF MAYOR AND COUNCILMEMBERS:

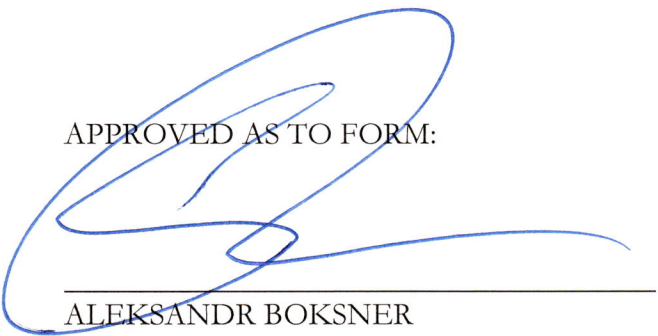
GUNTER _____
STEINKE _____
LEHMANN _____
DONNELL _____

LAstra _____
KILRAINE _____
LONG _____
KADUK _____

ATTESTED TO AND FILED IN MY OFFICE THIS _____ DAY OF _____,
2025.

KIMBERLY BRUNS
CITY CLERK

APPROVED AS TO FORM:



ALEKSANDR BOKSNER
CITY ATTORNEY



res/Piggyback Pavement Technology

CITY OF CAPE CORAL
PIGGYBACK OF CITY OF PUNTA GORDA AGREEMENT #F2020107/SVC-ASPHREJ/2021
WITH PAVEMENT TECHNOLOGY, INC. FOR FY25 PAVEMENT PRESERVATION
CITY CONTRACT #: PPW2598JA

THIS CONTRACT is made this _____ day of _____, 2023 by and between the **CITY OF CAPE CORAL FLORIDA**, hereinafter referred to as "City", and **PAVEMENT TECHNOLOGY, INC.**, located at 24144 Detroit Rd., Westlake, OH 44145, hereinafter referred to as "Contractor".

WITNESSETH: For and in consideration of the payments and agreements mentioned hereinafter:

1. The CONTRACTOR will provide the CITY with all of the material, supplies, tools, equipment, labor and other services necessary for FY25 Pavement Preservation as specified in City of Punta Gorda Agreement Number F2020107/SVC-ASPHREJ/2021 and the Pavement Technology Proposal dated April 17, 2025, attached hereto as Exhibit A and made a part hereof.
2. The CONTRACTOR will honor this piggyback agreement for use Citywide beginning upon final contract execution and continuing through City of Punta Gorda contract expiration date of June 18, 2027.
3. The CITY will provide to the CONTRACTOR a Purchase Order for the purchase of all supplies and services on an as-needed basis.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS for the fixed price of \$1.18 per square yard, said amount being the quoted amount as listed in CONTRACTOR'S Official Proposal dated April 17, 2025, labeled as Exhibit A, attached hereto and made part hereof.
5. The term of the contract to be awarded as a result of this piggyback shall be for one hundred twenty (120) calendar days for final completion, once the Notice to Proceed is issued.
6. The CITY has the option to terminate the Contract for non-performance at any time. Upon termination, CONTRACTOR shall be paid in full for all outstanding monies due for goods and services procured pursuant to this Contract.
7. Contract Documents shall include:
 - A. Pavement Technology Proposal dated April 17, 2025.
 - B. Punta Gorda Contract Number F2020107/SVC-ASPHREJ/2021
 - C. This Contract as well as other documents attached hereto and/or referenced herein,
8. Delivery: All orders placed to be delivered within the City of Cape Coral as per location on purchase order issued.
9. Invoices: Contractor is to indicate purchase order number on all invoices. Any portion of this order, which cannot be filled as specified, will not be substituted until the City has been notified, and approval in writing has been initiated.
10. Assignment: This Contract may not be assigned except with the written consent of the City, and if so assigned, shall extend and be binding upon the successors and assigns of the Contractor.
11. Disclosure: The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it

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has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other compensation contingent upon or resulting from the award or making of the Contract.

12. Administration of Contract: The Public Works Director, or their representative, shall administer this Contract for the City.
13. Other Contracts: The City of Cape Coral reserves the right to purchase off State Contracts or any other available contracts or providers if deemed to be in the best interest of the City.
14. Governing Law: The validity, construction and effect of this Contract shall be governed by the laws of the State of Florida. All claim and/or dispute resolution under this Agreement, whether by mediation, arbitration, litigation, or other method of dispute resolution, shall take place in Lee County, Florida. More specifically, any litigation between the parties to this Agreement shall be conducted in the Twentieth Judicial Circuit, in and for Lee County, Florida. In the event of any litigation arising out of this Contract, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees. The Parties hereby waive their respective right, title, or interest to a trial of any disputed issues or facts by a jury.
15. Amendments: No Amendments or variation of the terms or conditions of this Contract shall be valid unless, such amendments or variations are in writing and signed by the parties.
16. Payments: CITY shall make payment and CONTRACTOR shall be in receipt of all sums properly invoiced within thirty (30) days of the City's receipt of such invoice. CITY shall pay contract amount of such invoice within such thirty (30) day period. If CITY shall give such notice to the CONTRACTOR within such fifteen (15) day period, such dispute over the proper amount of such invoice shall be resolved, and after final resolution of such dispute, CITY shall promptly pay the CONTRACTOR the amount so determined, less any amounts previously paid by CITY with respect to such invoice. In the event it is determined that CITY has overpaid such invoice, the CONTRACTOR shall promptly refund to the CITY the amount of such overpayment.

Payments by Electronic Funds Transfer: All payments made by the City of Cape Coral, Florida will be made by Direct Deposit (ACH) via electronic funds transfer. Paper checks will no longer be issued to new vendors. Every new vendor must register for direct deposit with the City by providing a "Vendor Authorization Agreement for Electronic Funds Transfer" form (ACH Form) to the City's Financial Services Accounting Division. It is strongly encouraged for current vendors to register for direct deposit with the City via Direct Deposit (ACH) Electronic Funds Transfer form. The form may be accessed on the City of Cape Coral website at:

<https://cms4files.revize.com/capecoralfl/Procurement/VENDOR%20EFT%20AUTHORIZATION%20-%20Updated%20Jan%202024.pdf>

Please contact the Procurement Division at the number shown on this solicitation document herein as the first point of contact for more information.

The link below will take you to the City of Cape Coral vendor Registration page:

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https://www.capecoral.gov/department/financial_services/procurement/vendor_registration.php

Suppliers submitting a response to any solicitation are not required to be registered vendors or set up EFT payment prior to submitting their response. Suppliers do need to become register vendors and have the EFT payment form in place prior to the award of any contract.

17. Indemnity: To the extent permitted by law (F.S. 768.28), the Contractor shall indemnify and hold harmless the City its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and any persons employed or utilized by Contractor in the performance of this Contract.

18. Contractors Representations: In order to induce CITY to enter into the Contract CONTRACTOR makes the following representations:

CONTRACTOR has been familiarized with the Contract Documents and the nature and extent of the work required to be performed, locality, local conditions, and Federal, State, and Local laws, ordinances, rules and regulations that in any manner may affect costs, progress or performance of the work.

CONTRACTOR has made or caused to be made examinations, investigations and tests and studies as deemed necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

CONTRACTOR has given CITY written notice of all conflicts, errors or discrepancies that have been discovered in the CONTRACT DOCUMENTS and the written resolution thereof by CITY is acceptable to CONTRACTOR.

19. Damage Liability: The awarded Contractor shall be responsible for all claims filed for damage to City facilities in connection with Contractor's performance.
20. Invalid Provision: The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof, and the Contract shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
21. Record Keeping: The awarded bidder shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting principles, and the City of Cape Coral reserves the right to determine the record-keeping method in the event of non-conformity. If a Public Construction Bond is required records shall be maintained for ten (10) years, after final payment has been made and shall be readily available to City personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

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Records of the Contractor's personnel, sub-consultants, and the costs pertaining to the Project shall be kept in accordance with generally accepted accounting practices. Contractor shall keep full and detailed accounts and financial records pertaining to the provision of services for the City. Prior to commencing work, Contractor shall review with and obtain the City's approval of the accounting procedures and records to be utilized by the Contractor on the Project. Contractor shall preserve the aforementioned Project records for a period of ten (10) years after final payment, or for such longer period as may be required by law.

The failure of Contractor to comply with the provisions set forth in this Section shall constitute a Default and Breach of this Contract and the CITY shall enforce the Default in accordance with the provisions set forth. If an audit inspection or examination in accordance with this article discloses overpricing or overcharges to the CITY (of any nature) by Contractor and/or sub-contractor(s) the CITY shall be entitled to adjustment and reimbursement or recovery in the amount of such overpricing or overcharging. If the amount of the overpricing or overcharging is determined to be more than One Hundred Thousand and No/100 Dollars (\$100,000.00), in addition to adjusting for the overcharges, the reasonable actual cost of the CITY's audit shall be reimbursed to the CITY by Contractor. Any adjustments and/or payments which must be made because of any such audit or inspection of Contractor's invoices and/or record shall be made within a reasonable amount of time (not to exceed thirty (30) calendar days) from presentation of the CITY's findings to Contractor. This provision survives the expiration of this Agreement.

22. Contract Cancellation: Pursuant to Florida Statute §287.058 (1) (c), this contract may be unilaterally cancelled by the City if the Contractor, refuses to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this contract, unless the records are exempt from disclosure.

23. Public Records:

The CITY is a public agency subject to Chapter 119, Florida Statutes. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, AT (239) 574-0411, ctyclk@capecoral.gov, City of Cape Coral, 1015 Cultural Park Boulevard, Cape Coral, FL 33990.**

The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

Keep and maintain public records required by the public agency to perform the service;

Upon request from the public agency's custodian of public records, provide the public agency 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 in this chapter or as otherwise provided by law;

Ensure that public records that are exempt or confidential and exempt from public record 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 CITY;

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

24. Insurance: Unless otherwise specified, CONTRACTOR shall, at its own expense, carry and maintain the following insurance coverage, as well as any insurance coverage required by law:

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The City reserves the right to request additional documentation regarding insurance provided.*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence
\$2,000,000 general aggregate
\$1,000,000 products and completed operations
\$1,000,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL); or
\$500,000 bodily injury per person
\$1,000,000 bodily injury per accident
\$500,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

Workers' Compensation:

Statutory

Employers' Liability will have minimum limits of:

\$1,000,000 per accident
\$1,000,000 disease limit

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\$1,000,000 disease – policy limit

****The required minimum limit of liability shown in a. and b. may be provided in the form of “Excess Insurance” or “Commercial Umbrella Policies.” In which case, a “Following Form Endorsement” will be required on the “Excess Insurance Policy” or “Commercial Umbrella Policy.”***

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

a. The “Certificate Holder” shall read as follows:

City of Cape Coral
P.O. Box 150027
Cape Coral, Florida 33915-0027

b. The “Description of Operations/Locations/Vehicles” shall read as follows:

“The City of Cape Coral is named as an Additional Insured with respect to the General Liability policy, including Products and Completed Operations coverage.”

Special Requirements:

1. An appropriate "Indemnification" clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements.

CONTRACTOR shall require its subcontractors to obtain and maintain substantially the same insurance as required of CONTRACTOR. CITY shall be included as an “Additional Insured” as their interest may appear under this Agreement under the CONTRACTOR’S General Liability Insurance Policy with respect to the services performed by the CONTRACTOR or by the CITY.

Prior to commencing any Work under this Agreement, CONTRACTOR shall submit to CITY a certificate or certificates of insurance evidencing that such insurance has been provided, and that such insurance is being carried and maintained. Upon receipt of notice from its insurer(s) CONTRACTOR shall provide the CITY with thirty (30) calendar days prior written notice of cancellation of any required coverage. Such notice shall be sent by first class mail to CITY. CONTRACTOR agrees that such insurance carried and maintained until the Work has been completed and accepted by CITY.

Such coverage as is required herein, or in any other document to be considered a part hereof, shall not be deemed to limit Contractor’s liability under this Agreement.

The City shall be included as “Additional Insured” as their interest may appear under this Agreement and the contract number PPW2598JA shall be listed under the comment section.

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25. Safety and OSHA Compliance:

- A. The Contractor shall comply in all respects with all Federal, State and Local safety and health regulations. Copies of the Federal regulations may be obtained from the U.S. Department of Labor, Occupation Safety and Health Administration (OSHA), Washington, DC 20210 or their regional offices.
- B. The Contractor shall comply in all respects with the applicable Workman's Compensation Laws.

26. Immigration Affidavit Certification and E-Verify Validation

As a condition precedent to entering into this CONTRACT and in compliance with The Immigration and Nationality Act (INA), 8 U.S.C. Section 1324a(e) Section 274A(e) and Florida Statute State Section §448.095, Contractor or Consultant and their subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. The Employment Verification System (E-Verify) is operated by the Department of Homeland Security in partnership with the Social Security Administration.

A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

Contractor must include E-Verify Memorandum of Understanding (MOU) Verification document.

27. Prohibition Against Considering Social, Political, or Ideological Interests in Government Contracting:

In accordance with Florida Statute 287.05701 the City may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor. An awarding body may not give preference to a vendor based on the vendor's social, political, or ideological interests.

28. Scrutinized Companies List: Pursuant to 287.135 Florida Statute, s. 215.4725 and s. 215.473, A Company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency (state) or local governmental entity for goods or services of:

- a. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or
- b. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
 - 1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to s. 215.473; or

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2. Is engaged in business operations in Cuba or Syria.
29. Annual Appropriation Contingency: Pursuant to FL Statute §166.241, the City's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. This Contract is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the City if the City Council reduces or eliminates appropriations.
30. Electronic Signatures: The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
31. Entire Agreement: This Contract constitutes the entire agreement between the parties superseding any/all prior communications, discussions, negotiations, understandings, or agreements, whether written or verbal.
32. Human Trafficking: Pursuant to Florida Statute 787.06, when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in F.S. 787.06.
33. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, by their duly authorized officials this Contract which shall be deemed an original on the date last signed as below written:

WITNESS CITY:

CITY:

City of Cape Coral, Florida

Signature: _____

Signature: _____

Typed Name: Kimberly Bruns, CMC

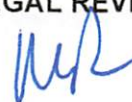
Typed Name: Michael Ilczyszyn

Title: City Clerk

Title: City Manager

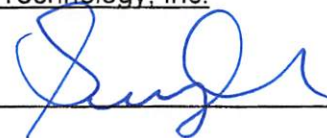
Date: _____

CITY LEGAL REVIEW:


Aleksandr Boksner 5.8.2025
City Attorney Date

CONTRACTOR:

Pavement Technology, Inc.

Signature: 

Print Name: Susan Durante

Title: Secretary/Treasurer

Date: 5/8/25

Pavement Technology, Inc.

24144 Detroit Rd.
Westlake, Ohio 44145

Phone: 800-333-6309 440-892-1895
Fax: 440-892-0953

April 17, 2025

Mr. Kevin Smith
Project Manager
City of Cape Coral
815 Nicholas Pkwy East
Cape Coral, FL 33990

RE: Rejuvenation of Asphaltic Concrete Surface Coarse Roadways
Agreement #F2020107/SVC-ASPHREJ/2021
Contract Period: June 19, 2024 THRU June18, 2027

Dear Mr. Smith:

We are pleased to offer our proposal to apply Reclamite® Asphalt Rejuvenator to streets located in the City of Cape Coral, FL.

Attached find verification of our contract with the City of Punta Gorda, Florida for the application of Reclamite® Asphalt Rejuvenating Agent. Pavement Technology, Inc. can offer to the City of Cape Coral, the contract price of \$1.18 per square yard, per said contract.

We look forward to the opportunity to be of service to you and the City of Cape Coral.

Sincerely,

Colin M. Durante

Colin M. Durante
President
cdurante@pavetechinc.com

cc: Ken Holton
John Schlegel

Attachments

**CONTRACT – Asphalt Rejuvenation Application
AGREEMENT #F2020107/SVC-ASPHREJ/2021**

INITIAL PERIOD ☐ **RENEWAL PERIOD** ☒ **EXTENSION** ☐

INITIAL PERIOD: 06/17/2021 THRU 06/18/2024

Renewal Period 6/17/2024 thru 6/18/2027

Cassandra Price, CONTRACT ADMINISTRATOR – CPrice@CityofPuntaGordaFL.com, fax 941-575-3340, or 326 W. Marion Avenue, Punta Gorda, FL 33950 SHALL be copied on all correspondence relating to this contract.

AWARDED VENDOR: Pavement Technology, Inc

PRIMARY ORDERING CONTACT INFORMATION: Mike Faustini

EMAIL: mfaustini@pavetechinc.com

TELEPHONE: (440) 552-0077

FAX: N/A

CELL: (440) 552-0077

MAILING ADDRESS: 24144 Detoit Road, Westlake, OH 44145

ALTERNATE ORDERING CONTACT INFORMATION: John Schlegel

EMAIL: jschlegel@pavetechinc.com

TELEPHONE: (216) 780-4316

FAX: N/A

CELL: (216) 780-4316

PRIMARY CONTRACT CONTACT INFORMATION: Jessica Palmer

EMAIL: jpalmer@pavetechinc.com

TELEPHONE: (440) 892-1895

FAX: (440) 892-0953

MAILING ADDRESS: Same as above

ALTERNATE CONTRACT CONTACT INFORMATION: Susan Durante

EMAIL: sdurante@pavetechinc.com

TELEPHONE: (440) 892-1895

FAX: (440) 892-0953

PAYMENT TERMS: Net 30

ACCEPT CREDIT CARDS: ☐ Yes ☒ No

MAXIMUM PERCENTAGE INCREASE: 2ND YEAR – 5% 3RD YEAR – 5%

PIGGYBACK: Yes

VENDOR# 6514

RESPONSE TIME: Within 2 days of City's acceptance of the SOW (Statement of Work)

***AUTOMATIC RENEWAL BASED ON MUTUAL AGREEMENT:** The Contractor or the City must provide written notice the other party at least sixty (60) calendar days prior to the expiration of the initial Agreement period if they elect not to renew this Agreement. The optional renewal period will be three (3) years and subject to mutual agreement of both parties. A notice will be emailed to the Contractor ninety (90) calendar days prior to expiration advising them of the terms for renewal or non-renewal.

DEPARTMENT REQUIREMENTS

- 1) Departments shall enter a requisition with estimated dollars for issuance of a Blanket PO. CIP requisitions will need a separate Blanket PO.
- 2) Statement of Work (SOW)
 - a. Department must complete a Statement of Work (SOW) form listing the location(s), work to be performed.

EXHIBIT A - PPW2598JA

- b. Contractor to verify SOW, provide quantities, unit and extended prices, start and completion dates.
 - c. Contractor shall sign and submit the SOW to the Department
 - d. Department will sign the SOW form and submit the Contractor acknowledging acceptance. This fully executed form gives the Contractor the authority to proceed with work.
- 3) A copy of the executed SOW form must be attached to the invoice
- 4) Supervisors shall verify contract rates on all invoices prior to authorizing payment of invoices.
- 5) The Department will receive email notice 115 calendar days prior to the expiration of the initial period asking if they want to renew this Agreement. If the Department does not renew they must advise the Contract Administrator, stated above, of their intention NOT to renew this Agreement within 20 calendar days. This Agreement will renew if Procurement does not receive a response from the Department within this timeframe.

Contract Change Order – Price adjustment effective June 17, 2022

Contract Change Order – Price adjustment effective July 1, 2023

Item	Description	UOM	Unit Price
1	Sealing w/Asphaltic Rejuvenation Agent, furnished and installed per Specifications	Square Yard	\$0.90 \$1.06 \$1.18
2	Minimum Square Yards of Asphaltic Rejuvenation Agent Required to Mobilize	Square Yard	25,000

TECHNICAL SPECIFICATIONS

1) GENERAL REQUIREMENTS

- a) If the specifications, the City's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give the City timely notice of its readiness for inspection and, if the inspection is by an authority other than the City, the Contractor is to notify the City of the scheduled date of such inspection. Inspections by the City shall be promptly made and at the source of supply, where applicable.
- b) If the City deems it inexpedient to correct work not in conformance with the specifications herein, an equitable deduction from the applicable Statement of Work shall be made.
- c) Any claim for damage arising under this Contract shall be made in writing to the party liable within a reasonable length of time after the first observance of damage. In the case of faulty work, damage claims will not be accepted at the time of final payment, except as otherwise expressly stipulated, and shall be adjusted by agreement or arbitration.
- d) The City reserves the right to establish the exact limits of work in the field and to add or delete from the project as it deems necessary.

2) MATERIAL SPECIFICATION

- a) RECLAMITE®, manufactured by Golden Bear Oil, a division of Tricor Refining, LLC, is a product of known quality and accepted performance. The rejuvenation agent shall meet or exceed the specifications listed for this product and shall be approved by the City prior to utilization.
- b) The asphalt rejuvenating agent shall be an emulsion composed of a petroleum resin oil base uniformly emulsified with water.
- c) Each bidder shall submit with their bid a Certified Statement from the asphalt rejuvenator manufacturer showing that the asphalt rejuvenating emulsion conforms to the required physical and chemical requirements.

RECLAMITE® SPECIFICATIONS

TESTS	TEST METHOD ASTM	AASHTO	REQUIREMENTS	
			Min	Max

TEST ON EMULSION				
Viscosity @ 25°C, SFS	D-244	T-59	15	40
Residue, % w ⁽¹⁾	D-244 (Mod.)	T-59 (Mod.)	60	65
Miscibility Test ⁽²⁾	D-244 (Mod.)	T-59 (Mod.)	No Coagulation	
Sieve Test, % w ⁽³⁾	D-244 (Mod.)	T-59 (Mod.)	---	0.1
Particle Charge Test	D-244	T-59	Positive	
Percent Light Transmittance ⁽⁴⁾	GB	GB	---	30
Cement Mixing	D-244			2

TEST ON RESIDUE FROM DISTILLATION				
Flash Point, COC °C	D-92	T-48	196	---
Viscosity @ 60°C, cSt	D-445	---	100	200
Asphaltenes, %w	D-2006-70	---		0.75
Maltene Dist. Ratio $\frac{PC + A_1^{(5)}}{S + A_2}$	D-2006-70	---	0.3	0.6
PC/S Ratio ⁽⁵⁾	D-2006-70	---	0.5	---
Saturate Hydrocarbons, S ⁽⁵⁾	D-2006-7	---	21	28

1. ASTM D-244 Modified Evaporation Test for percent of residue is made by heating 50 gram sample to 149°C (300°F) until foaming ceases, then cool immediately and calculate results.
2. Test Procedure identical with ASTM D-244-60 except .02 Normal Calcium Chloride solution shall be used in place of distilled water.
3. Test procedure identical with ASTM D-244 except distilled water shall be used in place of two percent (2%) Sodium Oleate solution
4. N/A
5. Chemical composition by ASTM Method D-2006-70 are as follows:
 - a) PC=Polar Compounds; b) A1=First Acidaffins; c) A2=Second Acidaffins; d) S=Saturated Hydrocarbons

3) MATERIAL PERFORMANCE

- a) Satisfactory service shall be based on the capability of the material to decrease the viscosity and increase the penetration value of asphalt binder as follows:
 - i) The viscosity shall be reduced by a minimum of forty-five percent (45%) and the penetration value shall be increased by a minimum of twenty-five percent (25%).

- ii) Testing shall be performed on extracted asphalt cement from a pavement to a depth of three eighths inch (3/8").
- iii) In addition, the pavement shall be in-depth sealed to the intrusion of air and water.
- b) The bidder must submit with his response the manufacturer's certification stating the material proposed for use is in compliance with the specification requirements.
- c) Testing data shall be submitted with indications of such product performance on a minimum of ten (10) previous projects, each being tested for a minimum of three (3) years, to ensure reasonable longevity of the treatment as well as product consistency.

4) REJUVENATING AGENT

- a) The Contractor shall furnish a quality inspection report showing the source, manufacturer, and the date shipped, for each load of asphalt rejuvenation agent. The Contractor shall, as directed by the City, take representative samples of material for sampling.
- b) Before applying, the asphalt rejuvenating agent shall be blended with water at the rate of two (2) parts rejuvenating agent to one (1) part water, by volume or as specified by the manufacturer. The combined mixture of asphalt rejuvenating agent and water shall be spread at the rate of 0.05 to 0.10 gallons per square yard, or as directed by the City following field testing.

5) STREET SWEEPING

- a) The Contractor shall be responsible for sweeping and cleaning the street prior to and within twenty-four (24) hours after treatment and results must be approved by the City.
- b) Prior to treatment the street will be cleaned of all standing water, dirt, leaves, foreign materials, etc. This work shall be accomplished by hand brooming, power blowing or other City approved methods. If the results of the hand cleaning are unsatisfactory to the City, a self-propelled street sweeper shall be used.
- c) All dry rock or slag screenings used during the treatment must be removed no later than twenty-four hours after treatment of the roadways, turnouts, cul-de-sacs, etc., to the satisfaction of the City. This shall be accomplished by a combination of hand and mechanical sweeping.
- d) If a hazardous condition persists on the roadway after dry rock or slag screening is swept, the Contractor must apply additional dry rock or slag screening and sweep again within twenty-four (24) hours of reapplication. No additional compensation will be allowed for re-application and removal of dry rock or slag screenings.

6) APPLICATOR REQUIREMENTS

- a) The Contractor shall provide experienced personnel to apply the asphalt rejuvenating agent.
- b) A project supervisor knowledgeable and experienced in application of the asphalt rejuvenation agent shall remain on each job site until application and cleanup have been completed.
- c) The distributor equipment, application rate accuracy and uniformity of distribution shall be monitored by the City.

7) APPLICATION TEMPERATURE/WEATHER LIMITATIONS

- a) The asphalt rejuvenating emulsion shall be applied per manufacturer specifications and shall be applied only when the surface to be treated is thoroughly dry with no indication of rain in the forecast. The ambient temperature shall not be below forty degrees Fahrenheit (40° F).

8) APPLICATION EQUIPMENT

- a) The distributor used to apply the emulsion shall be self-propelled, equipped to circulate and agitate the emulsion within the tank, and shall have pneumatic tires.
- b) The distributor shall be designed and equipped to distribute the asphalt rejuvenating agent uniformly on variable widths of surface at readily determined and controlled rates from 0.05 to 0.5 gallons per square yard of surface, and with an allowable variation from any specified rate not to exceed five percent (5%) of the specified rate.

- c) The distributor shall include full circulation spray bars, pump tachometer, volume measuring device, and a hand hose attachment suitable for manual application of the emulsion in areas inaccessible to the distributor.
- d) The slag screenings shall be uniformly distributed onto the pavement and applied at a rate of one-half (1/2) pounds to three (3) pounds per square yard in a single pass. Slag screenings shall be broadcast on the roadway only and shall not be applied to driveways, sidewalks, or trees.
- e) Slag screening shall be free flowing without any leaves, dirt, stones, etc. Any wet slag screenings shall be rejected from the job site.
- f) All equipment utilized for rejuvenation agent application shall be kept in working order and operated by qualified, licensed operators. The City will not compensate the Contractor for any equipment downtime.

9) APPLICATION OF REJUVENATING AGENT

- a) The asphalt rejuvenating agent shall be applied per manufacturer specifications at the pressure required for proper distribution.
 - b) The application shall commence with a full running start to ensure a uniform distribution and spread over the entire area to be treated.
 - c) The application shall be on one-half (1/2) of the pavement width at a time. The application shall overlap the previous application to ensure the centerline construction joint of the pavement receives treatment on both application passes. Any missed areas shall receive additional treatment as may be required by a hand sprayer.
 - d) Where more than one application is required, succeeding applications shall be made as soon as penetration of the preceding application has been completed and the City grants written approval for additional applications.
 - e) Two or more applications may be required in areas where the grade or super elevations cause excessive run off, should the City Engineer determine it is warranted.
 - f) After the roadway has been treated, the area within one (1) foot of the curb line on both side of the road shall receive an additional treatment of the emulsion.
- g) After the emulsion has penetrated, a light coating of dry rock or slag screenings shall be applied to the surface in an amount sufficient to protect the traveling public as required by the City Engineer. Removal and legal disposal of materials shall be done within twenty-four (24) hours of application.

GENERAL SCOPE OF WORK**1) SITEWORK**

- a) This section consists of all necessary clearing, grubbing, excavation, bedding, compacting, disposal of surplus material, cleanup, inlets, and manholes, as necessary for the proper execution of the work, in accordance with the City approved Plans and Specifications.
- b) The Contractor shall schedule and lay out his work in a manner to minimize the inconvenience of the general public and private property owners and to cause minimum damage to public property.
- c) Coordination with all affected City departments will be essential to properly execute the work.
- d) The Contractor is responsible for damages and repairs to private and public property. Strict adherence to these specifications is required.
- e) Contractor shall obtain written permission from private property landowner to store equipment and/or material. A copy of letter to be submitted to City prior to commencing work.
- f) Operations shall minimize obstructions to vehicular and pedestrian traffic. Illuminated barricades and detour signs shall be in accordance with the FDOT Standard Road and Bridge Constructions Specifications, Section 102, and shall be furnished and maintained until their removal as approved by the City. Drainage shall be provided at all times.

- g) The Contractor shall maintain safe conditions at all times. Should the City consider the operations unsafe, the operations shall be suspended until the Contractor has corrected all unsafe conditions to the satisfaction of the City.
- h) The Contractor shall conduct operations to minimize damage by falling debris or other causes to adjacent buildings, structures, utilities, roadways, storm drainage, and other facilities, including persons, as approved by the City Representative.
- i) The Contractor shall exercise due caution in regard to buried utilities. The Contractor shall repair any damage to utilities resulting from the Contractor's operations at no cost to the City. It shall be the Contractor's responsibility to schedule utility locations, 48 hours in advance of any excavation.

2) DISPOSAL OF SURPLUS AND WASTE MATERIAL

- a) The Contractor shall dispose of all surplus and/or unsuitable excavated material, in one of the following ways as approved by the City.
 - i) Transport waste and unsuitable surplus material from City's property and legally dispose of. Any permit required for the hauling and disposing of this material beyond City's property shall be obtained prior to commencing hauling operations by the Contractor at their expense.
 - ii) Surplus excavated material shall be used to fill depressions or other purposes as the City may determine.

3) TRAFFIC MAINTENANCE

- a) It is the Contractor's responsibility to control and maintain traffic through and/or around the work area for the duration for the construction period.
- b) This work shall conform to Section 102 of the F.D.O.T. Standard Specifications for Road and Bridge Construction (latest edition).
- c) No roadways or streets will be permitted to have more than one (1) lane of traffic closed at any time.
- d) All excavated material shall be placed so that vehicular and pedestrian traffic may be maintained at all times. If the Contractor's operations cause traffic hazards, he shall repair the road surface, provide temporary roadways, erect wheel guards or fences, or take other measures, necessary to ensure the well-being of persons in close proximity to the work area.
- e) The Contractor shall coordinate with and receive permission from the City in order to excavate in, cross or in any other manner perform work which will impede traffic on or request closure of any road or parking facility.

4) NOISE CONTROL

The Contractor shall make every effort to minimize noise caused by their operations. Equipment shall be equipped with silencers or mufflers designed to operate with the least possible noise in compliance with County, State and Federal Regulations.

5) MAINTENANCE OF POLLUTION CONTROL FACILITIES DURING CONSTRUCTION

During the life of this Contract, maintain all facilities constructed for pollution control as long as the operations creating the particular pollutant are being carried out or until the material concerned has become stabilized to the extent that pollution is no longer being created. All pollution control devices shall be inspected regularly, to ensure they are operating correctly. Contractor shall insure all local, state and federal requirements are adhered to during the course of the work.

6) CLEANUP AND DISPOSAL OF DEBRIS

- a) During the course of the work, the Contractor shall keep the site of their operations as clean and neat as possible. They shall dispose of all residue/debris resulting from the work and, at the conclusion of the work they shall remove and haul away any surplus excavation, broken pavement, lumber, equipment, temporary structures and other debris remaining from the operations and shall leave the entire site of the work in a neat and orderly condition.
- b) Clean up during construction is required and shall include:

- i) Execute daily cleaning to keep the Work, the site and adjacent properties from accumulations of waste materials, rubbish and windblown debris, resulting from operations.
- ii) Provide onsite containers for the daily disposal of waste materials, debris and rubbish, including but not limited to food containers and debris.
- iii) Remove waste materials, debris and rubbish from the site periodically and dispose of at legal disposal areas away from the site.
- iv) Final cleaning of work area is required and shall include:
 - (1) Broom clean exterior paved surfaces; rake clean other surfaces of the grounds.
- c) Prior to final completion, the Contractor shall conduct an inspection, with the City Representative, of all work areas to verify that the entire work areas are clean.

7) SITE RESTORATION

The Contractor shall remove all excess material and shall clean up and restore the site. All damage, as a result of the work under this Contract, done to existing structures that are not part of this contract, pavement, driveways, paved areas, curbs and gutters, sidewalks, shrubbery, grass, trees, utility poles, utility pipelines, conduits, drains, catch basins, flagstones, rocks, graveled or stabilized areas or driveways and including all obstructions not specifically named herein, shall be repaired.

8) PLANS, WORKING DRAWINGS AND AS-BUILT/RECORD DRAWINGS

- a) Construction Plans - The plans furnished by the City consist of general drawings showing details as necessary to give a comprehensive idea of the construction contemplated. Structure plans, in general, will show in detail all dimensions of the Work contemplated. When the structure plans do not show the dimension in detail, they will show general features and such details as are necessary to give a comprehensive idea of the structure.
- b) Alterations of Plans - All authorized alterations affecting the requirements and information given on the approved plans shall be in writing. No changes shall be made on any plans or drawing after its approval by the City, except by direction of the City.

9) CONFORMITY OF WORK

- a) All work performed and all materials furnished shall be in reasonably close conformity with the lines, grades, cross sections, dimensions, and material requirements, including tolerance, shown on the Permits or indicated in the Specifications.
- b) In the event the City finds the materials, end product, other furnished product, or the work performed are not in reasonably close conformity with the Permits or Specifications and have resulted in an inferior or unsatisfactory product, the work, materials and/or end product shall be removed and replaced or otherwise corrected at the expense of the Contractor, in a manner acceptable to the City.

10) ERRORS OR OMISSIONS IN PERMITS, PLANS OR SPECIFICATIONS

The Contractor shall take no advantage of any apparent error or omission, which may be discovered in the Permits, Plans or Specifications but shall forthwith notify the City Representative of such discovery, who will then make such correction and interpretations as deemed necessary for reflecting the actual spirit and intent of the Permits and Specifications.

11) INSPECTION

The City shall inspect the Contractor's work for conformance to the Project Plans and Specifications as deemed necessary by the City. No work will be performed on Sundays. Work on Saturdays will be permitted provided the City Department is notified at least 48 hours in advance. An inspector may be sent, by the City Department, to the site at overtime rates that will be charged to the Contractor. Any inspection required by the City over and above the normal working hours of 7:00 a.m. - 4:30 P.M., Monday through Friday, excluding holidays, shall be compensated to City by Contractor, payable within thirty (30) days of billing.

12) CONSTRUCTION HYDRANT METER FEE SCHEDULE

EXHIBIT A - PPW2598JA

- a) Hydrant meters, when available, may be rented for a period not to exceed six (6) months. City forces will install the meter at the location designated by the Contractor within forty-eight (48) hours of receipt of payment for all fees designated below. All meters are to remain at the location of installation until returned to the Billing and collections Division, 126 Harvey Street, Punta Gorda, FL. If a meter is not returned prior to or at the end of the six (6) month period, the meter deposit shall be retained by the City. Meters shall be read monthly and subject to all fees and charges stated in this section. Any meter that cannot be located at the time of the monthly reading shall be considered illegally moved and subject to immediate forfeiture of the meter deposit.
- b) One hydrant meter with backflow device will be provided by the City to supply water necessary for testing and construction of the project. All water use fees will be waived for this project. The Contractor is responsible for all means and methods of water use, connections, hoses, fittings, and any other appurtenances necessary for the use of the meter.
- c) Connection to a fire hydrant without an approved backflow prevention device is prohibited. Specific standards are stated in the City's Utility Standards and Procedure Manual, which are available to be viewed at the City's Utility's Department, 3132 Cooper Street, Punta Gorda, FL.
- d) A fee will be charged against the meter account for any damages caused to City meters or appurtenances based upon cost and actual expenses.
- e) A fee will be charged to all applicants requesting a change of meter size. The fee will consist of the new meter installation charge plus additional capacity fees as may be applicable.
- f) Meter installation fee is fifty dollars (\$50.00) with a security deposit of five hundred dollars (\$500.00) is required to set a meter for construction purposes on temporary basis.
- g) A bill will be sent monthly for the meter charge and consumption.

MONTHLY METER CHARGE IS BASED ON THE FOLLOWING RATE		
INSIDE CITY LIMITS:		
1 ½" METER	\$4.65 CUSTOMER BILL CHARGE	
	\$53.45 EQUIVALENT RESIDENT UNIT CHARGE	
2" METER	\$4.65 CUSTOMER BILL CHARGE	
	\$85.52 equivalent resident unit charge	
Plus 10% tax on all water related charges		
OUTSIDE CITY LIMITS:		
1 ½" METER	\$5.81 CUSTOMER BILL CHARGE	
	\$66.80 EQUIVALENT RESIDENT UNIT CHARGE	
2" METER	\$5.81 CUSTOMER BILL CHARGE	
	\$106.88 EQUIVALENT RESIDENT UNIT CHARGE	

MONTHLY CONSUMPTION CHARGE IS BASED ON THE FOLLOWING RATES		
Thousands of gallons of water used	Inside City Limits	Outside City Limits

EXHIBIT A - PPW2598JA

PER THOUSAND GALLONS		
ALL USE 1,000 AND OVER	\$4.04	\$5.04
Rates Effective 10/1/2016		

13) FDOT ROADWAY SAFETY REQUIREMENTS

- a) High Visibility Safety Apparel must meet Index 600, Sheet 3 Design Standards Revision (R1303), Dated July 23, 2012.
- b) All high-visibility safety apparel shall meet the requirements of the International Safety Equipment Association (ISEA) and the American National Standards Institute (ANSI) for High-Visibility Safety Apparel and labeled as ANSI/ISEA 107-2004 or ANSI/ISEA 107-201.



CITY OF PUNTA GORDA

PROCUREMENT DIVISION
326 WEST MARION AVENUE
PUNTA GORDA, FL 33950
(941) 575-3366

FAX: (941) 575-3340
PGPurch@CityofPuntaGordaFL.com

June 29, 2021

Pavement Technology, Inc
Attention: Susan Durante

RE: FORMAL NOTICE TO AWARD; AGREEMENT #F2020107/SVC-ASPHREJ/2021

The City of Punta Gorda is in receipt of all contractual documents required to finalize the award of the above referenced solicitation.

The initial Agreement period shall be 6/17/2021 through 6/16/2024.

The Terms and Conditions in the Agreement shall apply for the above term and optional renewal period. The City reserves the right to review the Agreement on an annual basis and determine the continuance of the Agreement based on contractor performance and acceptable price adjustments requests, if any.

Included in this email is a scanned signed Agreement.

Please contact me should you have any questions.

Sincerely,
CITY OF PUNTA GORDA

-s-

Julie Rogan-Sutter
Sr Purchasing Agent



CITY OF PUNTA GORDA

PROCUREMENT DIVISION
326 WEST MARION AVENUE
PUNTA GORDA, FL 33950
(941) 575-3366

FAX: (941) 575-3340

PGPurch@CityofPuntaGordaFL.com

June 9, 2021

Pavement Technology, Inc.
Attention: Susan J Durante

RE: INFORMAL NOTICE TO AWARD; SOLICITATION #F2020107/SVC-ASPHREJ/2021

The City of Punta Gorda is pleased to announce the informal award/intent of the above referenced solicitation to your company. However, final award is contingent upon the City's receipt of the selected required contractual documents:

- ☒ Sign Agreement – Please date your signature but do not date the first page and return via email. (NOTE: If you want to have an original signed Agreement returned you must submit two (2) complete sets of the Agreement in hardcopy, original signed format).

Complete the subcontractor list in the Agreement (if applicable)

- ☒ Certificate of Insurance (COI) and Subcontractors (if applicable) (Refer to the Agreement for all requirements and limits):
- ☒ All policies shall name the City as Certificate Holder
 - ☒ General Liability shall name the City as Additional Insured with regards to General Liability. Policy minimum limit \$500,000.00
 - Certificate of Insurance shall include endorsement documents for Additional Insured and all required coverage: premises and/or operations, independent contractors and products and/or completed operations, broad form property damage, and as applicable to Subcontractor's policy.
 - ☒ Commercial Automobile Liability - \$500,000.00
 - ☒ Worker's Comp in accordance with State of Florida requirements

Please submit the above documentation by 4:00 p.m. on June 11, 2021.

Upon the City's receipt of all contractual documents a Final Award Notice and/or Purchase Orders/Notice to Proceed will be either emailed or US Mail (for original Agreement).

Please contact me should you have any questions.

Sincerely,
CITY OF PUNTA GORDA

-S-

Julie Rogan-Sutter
Sr Purchasing Agent



Punta Gorda

FLORIDA

INTEROFFICE MEMORANDUM

To: Bryan Clemons, Rick Keeney and Anne Heinen
From: Julie Rogan-Sutter, Sr. Purchasing Agent
Date: May 14, 2021
Subject: SOL#F2020107/SVC-ASPHREJ/2021 – AWARD RECOMMENDATION

Project Description (Refer to the attached evaluation for detailed information): Licensed and experienced contractor to provide labor, materials, equipment and all appurtenances for the rejuvenation of asphaltic concrete surface course roadways, utilizing a cationic rejuvenating agent applied in spray form.

Total Vendors noticed: 125 Vendors accessed solicitation: 12 Total Responses: 1
 Responses Disqualified/Rejected: 0 (Refer to evaluation)

Award Amount: Est Annual Expenditure/term contract: \$35,163.93

Funding: Term Contract – Purchases as required.

Department/Division Recommendation:

- ☒ Apparent Low Bidder: Pavement Technology, Inc.
☐ Do not award at this time, due to: _____
☐ Recommending award other than the Apparent Low Bidder to: _____
 (Department must complete and attach a Waiver of Low Bidder form to this recommendation)

Recommendation Approval:

<u>RC</u> Bryan Clemons	<u>5-26-21</u> Date	<u>RC</u> Rick Keeney <u>Bryan Clemons</u> for Rick Keeney	<u>5-26-21</u> Date
----------------------------	------------------------	--	------------------------

Authority to award services:

☒ Procurement Manager ☐ City Manager ☐ City Council – Meeting Date:

AWARD AUTHORIZATION**Recommendation Approval:**

Julie Rogan-Sutter
 Julie Rogan-Sutter, Sr. Purchasing Agent Date ☒ Concur ☐ Nonconcurrency

Funds Verification:

Kristin Simeone
 Kristin Simeone, Finance Director Date 6/1/2021 ☒ Concur ☐ Nonconcurrency

Award Approval



Anne Heinen
 Anne Heinen, Procurement Manager Date 6/1/2021 ☒ Concur ☐ Nonconcurrency

EXHIBIT A - PPW2598JA

Solicitation #F2020107/SVC-ASPHREJ/2021

Specification Responses

Specification Responses				Pavement Technology,		Pavement Technology,	
				Sole Response		Previous contract was solicited 5/21/2015 with Pavement Tech, being the sole bidder. Contractor did not request any price adjustments for the life of the contract. CPI Index increase for all items for the contract period is 26.321%	
	Submittal Components			11.11% Increase to			
	On-Line / Hardcopy	Hardcopy		previous contract pricing.			
	Bidders Response Form	Yes					
	Non-Collusion Form	Yes					
	Legal Business	Yes					
	Scrutinized Companies	Yes					
	eVerification	Yes					
Line	Description	UOM	EST QTY	Unit	Extended	Unit	Extended
1	Cost per SY for Construction Sealing w/Asphaltic Rejuvenation Agent, furnished and installed per Specifications	SY	37,181	\$0.90	\$33,462.90	\$0.81	\$30,116.61
2	Minimum SY of Asphaltic Rejuvanation Agent Required to Mobilize	SY	25,000				
	TOTAL UNIT PRICE				\$0.90		\$0.81
	TOTAL EXTENDED PRICE				\$33,462.90		\$30,116.61
	MAXIMUM PERCENTAGE INCREASE:						
	2nd Yr Max % Increase			5%			
	2nd Yr Max Extended Price				\$ 35,136.05		
	3rd Yr Max % Increase			5%			
	3rd Yr Max Extended Price				\$ 36,892.85		
	MAXIMUM EST EXT PRICE - 3 YEARS				\$105,491.79		
	RESPONSE TIME w/SOW			2 days			
	PAYMENT TERM			Net 30			
	Pcards accepted?			No			
	If Pay Discount apply to Pcards?			No			

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U.S. BUREAU OF LABOR STATISTICS

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Data extracted on: May 27, 2021 (10:00:15 AM)

CPI for All Urban Consumers (CPI-U)

Series Id: CUUR0300SA0


Not Seasonally Adjusted

Series Title: All items in South urban, all urban consumers, not seasonally adjusted

Area: South

Item: All items

Base Period: 1982-84=100

Download:  [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2011	213.589	214.735	217.214	218.820	219.820	219.318	219.682	220.471	220.371	219.969	219.961	219.469	218.618	217.249	219.987
2012	220.497	221.802	223.314	224.275	223.356	223.004	222.667	223.919	225.052	224.504	223.404	223.109	223.242	222.708	223.776
2013	223.933	225.874	226.628	226.202	226.289	227.148	227.548	227.837	227.876	227.420	226.811	227.082	226.721	226.012	227.429
2014	227.673	228.664	230.095	231.346	231.762	232.269	232.013	231.611	231.762	231.131	229.845	228.451	230.552	230.302	230.802
2015	226.855	227.944	229.337	229.957	230.886	232.026	231.719	231.260	230.913	230.860	230.422	229.581	230.147	229.501	230.793
2016	229.469	229.646	230.977	231.975	232.906	233.838	233.292	233.561	234.069	234.337	234.029	234.204	232.692	231.469	233.915
2017	235.492	236.052	236.154	236.728	236.774	237.346	236.942	237.892	239.649	239.067	238.861	238.512	237.456	236.424	238.487
2018	239.772	241.123	241.595	242.486	243.279	243.770	243.776	243.605	243.640	244.163	243.484	242.150	242.737	242.004	243.470
2019	242.547	243.856	245.554	246.847	246.667	246.515	247.250	246.953	246.891	247.423	247.385	247.289	246.265	245.331	247.199
2020	248.005	248.412	248.136	246.254	245.696	247.223	248.619	249.639	250.193	250.542	250.255	250.693	248.639	247.288	249.990
2021	252.067	253.386	255.319	257.207											

**CONTRACT – Asphalt Rejuvenation Application
AGREEMENT #F2020107/SVC-ASPHREJ/2021**
INITIAL PERIOD ☒ **RENEWAL PERIOD** ☐ **EXTENSION** ☐
INITIAL PERIOD: 06/17/2021 THRU 06/18/2024

Julie Rogan-Sutter, CONTRACT ADMINISTRATOR –
jrogan-sutter@CityofPuntaGordaFL.com, fax 941-575-3340, or 326 W. Marion Avenue,
Punta Gorda, FL 33950 SHALL be copied on all correspondence relating to this contract.

AWARDED VENDOR: Pavement Technology, Inc

PRIMARY ORDERING CONTACT INFORMATION: Mike Faustini

EMAIL: mfaustini@pavetechinc.com

TELEPHONE: (440) 552-0077

FAX: N/A

CELL: (440) 552-0077

MAILING ADDRESS: 24144 Detoit Road, Westlake, OH 44145

ALTERNATE ORDERING CONTACT INFORMATION: John Schlegel

EMAIL: jschlegel@pavetechinc.com

TELEPHONE: (216) 780-4316

FAX: N/A

CELL: (216) 780-4316

PRIMARY CONTRACT CONTACT INFORMATION: Jessica Palmer

EMAIL: jpalmer@pavetechinc.com

TELEPHONE: (440) 892-1895

FAX: (440) 892-0953

MAILING ADDRESS: Same as above

ALTERNATE CONTRACT CONTACT INFORMATION: Susan Durante

EMAIL: sdurante@pavetechinc.com

TELEPHONE: (440) 892-1895

FAX: (440) 892-0953

PAYMENT TERMS: Net 30

ACCEPT CREDIT CARDS: ☐ Yes ☒ No

MAXIMUM PERCENTAGE INCREASE: 2ND YEAR – 5% 3RD YEAR – 5%

PIGGYBACK: Yes

VENDOR# 6514

RESPONSE TIME: Within 2 days of City's acceptance of the SOW (Statement of Work)

***AUTOMATIC RENEWAL BASED ON MUTUAL AGREEMENT:** The Contractor or the City must provide written notice the other party at least sixty (60) calendar days prior to the expiration of the initial Agreement period if they elect not to renew this Agreement. The optional renewal period will be three (3) years and subject to mutual agreement of both parties. A notice will be emailed to the Contractor ninety (90) calendar days prior to expiration advising them of the terms for renewal or non-renewal.

DEPARTMENT REQUIREMENTS

- 1) Departments shall enter a requisition with estimated dollars for issuance of a Blanket PO. CIP requisitions will need a separate Blanket PO.
- 2) Statement of Work (SOW)
 - a. Department must complete a Statement of Work (SOW) form listing the location(s), work to be performed.

- b. Contractor to verify SOW, provide quantities, unit and extended prices, start and completion dates.
 - c. Contractor shall sign and submit the SOW to the Department
 - d. Department will sign the SOW form and submit the Contractor acknowledging acceptance. This fully executed form gives the Contractor the authority to proceed with work.
- 3) A copy of the executed SOW form must be attached to the invoice
- 4) Supervisors shall verify contract rates on all invoices prior to authorizing payment of invoices.
- 5) The Department will receive email notice 115 calendar days prior to the expiration of the initial period asking if they want to renew this Agreement. If the Department does not renew they must advise the Contract Administrator, stated above, of their intention NOT to renew this Agreement within 20 calendar days. This Agreement will renew if Procurement does not receive a response from the Department within this timeframe.

Contract Change Order – Price adjustment effective July 1, 2023

Item	Description	UOM	Unit Price
1	Sealing w/Asphaltic Rejuvenation Agent, furnished and installed per Specifications	Square Yard	\$0.90 \$1.06 \$1.18
2	Minimum Square Yards of Asphaltic Rejuvenation Agent Required to Mobilize	Square Yard	25,000

TECHNICAL SPECIFICATIONS

1) GENERAL REQUIREMENTS

- a) If the specifications, the City's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give the City timely notice of its readiness for inspection and, if the inspection is by an authority other than the City, the Contractor is to notify the City of the scheduled date of such inspection. Inspections by the City shall be promptly made and at the source of supply, where applicable.
- b) If the City deems it inexpedient to correct work not in conformance with the specifications herein, an equitable deduction from the applicable Statement of Work shall be made.
- c) Any claim for damage arising under this Contract shall be made in writing to the party liable within a reasonable length of time after the first observance of damage. In the case of faulty work, damage claims will not be accepted at the time of final payment, except as otherwise expressly stipulated, and shall be adjusted by agreement or arbitration.
- d) The City reserves the right to establish the exact limits of work in the field and to add or delete from the project as it deems necessary.

2) MATERIAL SPECIFICATION

- a) RECLAMITE®, manufactured by Golden Bear Oil, a division of Tricor Refining, LLC, is a product of known quality and accepted performance. The rejuvenation agent shall meet or exceed the specifications listed for this product and shall be approved by the City prior to utilization.
- b) The asphalt rejuvenating agent shall be an emulsion composed of a petroleum resin oil base uniformly emulsified with water.
- c) Each bidder shall submit with their bid a Certified Statement from the asphalt rejuvenator manufacturer showing that the asphalt rejuvenating emulsion conforms to the required physical and chemical requirements.

RECLAMITE® SPECIFICATIONS

TESTS	TEST METHOD ASTM	AASHTO	REQUIREMENTS	
			Min	Max

TEST ON EMULSION				
Viscosity @ 25°C, SFS	D-244	T-59	15	40
Residue, % w ⁽¹⁾	D-244 (Mod.)	T-59 (Mod.)	60	65
Miscibility Test ⁽²⁾	D-244 (Mod.)	T-59 (Mod.)	No Coagulation	
Sieve Test, % w ⁽³⁾	D-244 (Mod.)	T-59 (Mod.)	---	0.1
Particle Charge Test	D-244	T-59	Positive	
Percent Light Transmittance ⁽⁴⁾	GB	GB	---	30
Cement Mixing	D-244			2

TEST ON RESIDUE FROM DISTILLATION				
Flash Point, COC °C	D-92	T-48	196	---
Viscosity @ 60°C, cSt	D-445	---	100	200
Asphaltenes, %w	D-2006-70	---		0.75
Maltene Dist. Ratio $\frac{PC + A_1^{(5)}}{S + A_2}$	D-2006-70	---	0.3	0.6
PC/S Ratio ⁽⁵⁾	D-2006-70	---	0.5	---
Saturate Hydrocarbons, S ⁽⁵⁾	D-2006-7	---	21	28

1. ASTM D-244 Modified Evaporation Test for percent of residue is made by heating 50 gram sample to 149°C (300°F) until foaming ceases, then cool immediately and calculate results.
2. Test Procedure identical with ASTM D-244-60 except .02 Normal Calcium Chloride solution shall be used in place of distilled water.
3. Test procedure identical with ASTM D-244 except distilled water shall be used in place of two percent (2%) Sodium Oleate solution
4. N/A
5. Chemical composition by ASTM Method D-2006-70 are as follows:
 - a) PC=Polar Compounds; b) A1=First Acidaffins; c) A2=Second Acidaffins; d) S=Saturated Hydrocarbons

3) MATERIAL PERFORMANCE

- a) Satisfactory service shall be based on the capability of the material to decrease the viscosity and increase the penetration value of asphalt binder as follows:
 - i) The viscosity shall be reduced by a minimum of forty-five percent (45%) and the penetration value shall be increased by a minimum of twenty-five percent (25%).

- ii) Testing shall be performed on extracted asphalt cement from a pavement to a depth of three eighths inch (3/8").
- iii) In addition, the pavement shall be in-depth sealed to the intrusion of air and water.
- b) The bidder must submit with his response the manufacturer's certification stating the material proposed for use is in compliance with the specification requirements.
- c) Testing data shall be submitted with indications of such product performance on a minimum of ten (10) previous projects, each being tested for a minimum of three (3) years, to ensure reasonable longevity of the treatment as well as product consistency.

4) REJUVENATING AGENT

- a) The Contractor shall furnish a quality inspection report showing the source, manufacturer, and the date shipped, for each load of asphalt rejuvenation agent. The Contractor shall, as directed by the City, take representative samples of material for sampling.
- b) Before applying, the asphalt rejuvenating agent shall be blended with water at the rate of two (2) parts rejuvenating agent to one (1) part water, by volume or as specified by the manufacturer. The combined mixture of asphalt rejuvenating agent and water shall be spread at the rate of 0.05 to 0.10 gallons per square yard, or as directed by the City following field testing.

5) STREET SWEEPING

- a) The Contractor shall be responsible for sweeping and cleaning the street prior to and within twenty-four (24) hours after treatment and results must be approved by the City.
- b) Prior to treatment the street will be cleaned of all standing water, dirt, leaves, foreign materials, etc. This work shall be accomplished by hand brooming, power blowing or other City approved methods. If the results of the hand cleaning are unsatisfactory to the City, a self-propelled street sweeper shall be used.
- c) All dry rock or slag screenings used during the treatment must be removed no later than twenty-four hours after treatment of the roadways, turnouts, cul-de-sacs, etc., to the satisfaction of the City. This shall be accomplished by a combination of hand and mechanical sweeping.
- d) If a hazardous condition persists on the roadway after dry rock or slag screening is swept, the Contractor must apply additional dry rock or slag screening and sweep again within twenty-four (24) hours of reapplication. No additional compensation will be allowed for re-application and removal of dry rock or slag screenings.

6) APPLICATOR REQUIREMENTS

- a) The Contractor shall provide experienced personnel to apply the asphalt rejuvenating agent.
- b) A project supervisor knowledgeable and experienced in application of the asphalt rejuvenation agent shall remain on each job site until application and cleanup have been completed.
- c) The distributor equipment, application rate accuracy and uniformity of distribution shall be monitored by the City.

7) APPLICATION TEMPERATURE/WEATHER LIMITATIONS

- a) The asphalt rejuvenating emulsion shall be applied per manufacturer specifications and shall be applied only when the surface to be treated is thoroughly dry with no indication of rain in the forecast. The ambient temperature shall not be below forty degrees Fahrenheit (40° F).

8) APPLICATION EQUIPMENT

- a) The distributor used to apply the emulsion shall be self-propelled, equipped to circulate and agitate the emulsion within the tank, and shall have pneumatic tires.
- b) The distributor shall be designed and equipped to distribute the asphalt rejuvenating agent uniformly on variable widths of surface at readily determined and controlled rates from 0.05 to 0.5 gallons per square yard of surface, and with an allowable variation from any specified rate not to exceed five percent (5%) of the specified rate.

- c) The distributor shall include full circulation spray bars, pump tachometer, volume measuring device, and a hand hose attachment suitable for manual application of the emulsion in areas inaccessible to the distributor.
- d) The slag screenings shall be uniformly distributed onto the pavement and applied at a rate of one-half (1/2) pounds to three (3) pounds per square yard in a single pass. Slag screenings shall be broadcast on the roadway only and shall not be applied to driveways, sidewalks, or trees.
- e) Slag screening shall be free flowing without any leaves, dirt, stones, etc. Any wet slag screenings shall be rejected from the job site.
- f) All equipment utilized for rejuvenation agent application shall be kept in working order and operated by qualified, licensed operators. The City will not compensate the Contractor for any equipment downtime.

9) APPLICATION OF REJUVENATING AGENT

- a) The asphalt rejuvenating agent shall be applied per manufacturer specifications at the pressure required for proper distribution.
 - b) The application shall commence with a full running start to ensure a uniform distribution and spread over the entire area to be treated.
 - c) The application shall be on one-half (1/2) of the pavement width at a time. The application shall overlap the previous application to ensure the centerline construction joint of the pavement receives treatment on both application passes. Any missed areas shall receive additional treatment as may be required by a hand sprayer.
 - d) Where more than one application is required, succeeding applications shall be made as soon as penetration of the preceding application has been completed and the City grants written approval for additional applications.
 - e) Two or more applications may be required in areas where the grade or super elevations cause excessive run off, should the City Engineer determine it is warranted.
 - f) After the roadway has been treated, the area within one (1) foot of the curb line on both side of the road shall receive an additional treatment of the emulsion.
- g) After the emulsion has penetrated, a light coating of dry rock or slag screenings shall be applied to the surface in an amount sufficient to protect the traveling public as required by the City Engineer. Removal and legal disposal of materials shall be done within twenty-four (24) hours of application.

GENERAL SCOPE OF WORK

1) SITEWORK

- a) This section consists of all necessary clearing, grubbing, excavation, bedding, compacting, disposal of surplus material, cleanup, inlets, and manholes, as necessary for the proper execution of the work, in accordance with the City approved Plans and Specifications.
- b) The Contractor shall schedule and lay out his work in a manner to minimize the inconvenience of the general public and private property owners and to cause minimum damage to public property.
- c) Coordination with all affected City departments will be essential to properly execute the work.
- d) The Contractor is responsible for damages and repairs to private and public property. Strict adherence to these specifications is required.
- e) Contractor shall obtain written permission from private property landowner to store equipment and/or material. A copy of letter to be submitted to City prior to commencing work.
- f) Operations shall minimize obstructions to vehicular and pedestrian traffic. Illuminated barricades and detour signs shall be in accordance with the FDOT Standard Road and Bridge Constructions Specifications, Section 102, and shall be furnished and maintained until their removal as approved by the City. Drainage shall be provided at all times.

- g) The Contractor shall maintain safe conditions at all times. Should the City consider the operations unsafe, the operations shall be suspended until the Contractor has corrected all unsafe conditions to the satisfaction of the City.
- h) The Contractor shall conduct operations to minimize damage by falling debris or other causes to adjacent buildings, structures, utilities, roadways, storm drainage, and other facilities, including persons, as approved by the City Representative.
- i) The Contractor shall exercise due caution in regard to buried utilities. The Contractor shall repair any damage to utilities resulting from the Contractor's operations at no cost to the City. It shall be the Contractor's responsibility to schedule utility locations, 48 hours in advance of any excavation.

2) DISPOSAL OF SURPLUS AND WASTE MATERIAL

- a) The Contractor shall dispose of all surplus and/or unsuitable excavated material, in one of the following ways as approved by the City.
 - i) Transport waste and unsuitable surplus material from City's property and legally dispose of. Any permit required for the hauling and disposing of this material beyond City's property shall be obtained prior to commencing hauling operations by the Contractor at their expense.
 - ii) Surplus excavated material shall be used to fill depressions or other purposes as the City may determine.

3) TRAFFIC MAINTENANCE

- a) It is the Contractor's responsibility to control and maintain traffic through and/or around the work area for the duration for the construction period.
- b) This work shall conform to Section 102 of the F.D.O.T. Standard Specifications for Road and Bridge Construction (latest edition).
- c) No roadways or streets will be permitted to have more than one (1) lane of traffic closed at any time.
- d) All excavated material shall be placed so that vehicular and pedestrian traffic may be maintained at all times. If the Contractor's operations cause traffic hazards, he shall repair the road surface, provide temporary roadways, erect wheel guards or fences, or take other measures, necessary to ensure the well-being of persons in close proximity to the work area.
- e) The Contractor shall coordinate with and receive permission from the City in order to excavate in, cross or in any other manner perform work which will impede traffic on or request closure of any road or parking facility.

4) NOISE CONTROL

The Contractor shall make every effort to minimize noise caused by their operations. Equipment shall be equipped with silencers or mufflers designed to operate with the least possible noise in compliance with County, State and Federal Regulations.

5) MAINTENANCE OF POLLUTION CONTROL FACILITIES DURING CONSTRUCTION

During the life of this Contract, maintain all facilities constructed for pollution control as long as the operations creating the particular pollutant are being carried out or until the material concerned has become stabilized to the extent that pollution is no longer being created. All pollution control devices shall be inspected regularly, to ensure they are operating correctly. Contractor shall insure all local, state and federal requirements are adhered to during the course of the work.

6) CLEANUP AND DISPOSAL OF DEBRIS

- a) During the course of the work, the Contractor shall keep the site of their operations as clean and neat as possible. They shall dispose of all residue/debris resulting from the work and, at the conclusion of the work they shall remove and haul away any surplus excavation, broken pavement, lumber, equipment, temporary structures and other debris remaining from the operations and shall leave the entire site of the work in a neat and orderly condition.
- b) Clean up during construction is required and shall include:

- i) Execute daily cleaning to keep the Work, the site and adjacent properties from accumulations of waste materials, rubbish and windblown debris, resulting from operations.
- ii) Provide onsite containers for the daily disposal of waste materials, debris and rubbish, including but not limited to food containers and debris.
- iii) Remove waste materials, debris and rubbish from the site periodically and dispose of at legal disposal areas away from the site.
- iv) Final cleaning of work area is required and shall include:
 - (1) Broom clean exterior paved surfaces; rake clean other surfaces of the grounds.
- c) Prior to final completion, the Contractor shall conduct an inspection, with the City Representative, of all work areas to verify that the entire work areas are clean.

7) SITE RESTORATION

The Contractor shall remove all excess material and shall clean up and restore the site. All damage, as a result of the work under this Contract, done to existing structures that are not part of this contract, pavement, driveways, paved areas, curbs and gutters, sidewalks, shrubbery, grass, trees, utility poles, utility pipelines, conduits, drains, catch basins, flagstones, rocks, graveled or stabilized areas or driveways and including all obstructions not specifically named herein, shall be repaired.

8) PLANS, WORKING DRAWINGS AND AS-BUILT/RECORD DRAWINGS

- a) Construction Plans - The plans furnished by the City consist of general drawings showing details as necessary to give a comprehensive idea of the construction contemplated. Structure plans, in general, will show in detail all dimensions of the Work contemplated. When the structure plans do not show the dimension in detail, they will show general features and such details as are necessary to give a comprehensive idea of the structure.
- b) Alterations of Plans - All authorized alterations affecting the requirements and information given on the approved plans shall be in writing. No changes shall be made on any plans or drawing after its approval by the City, except by direction of the City.

9) CONFORMITY OF WORK

- a) All work performed and all materials furnished shall be in reasonably close conformity with the lines, grades, cross sections, dimensions, and material requirements, including tolerance, shown on the Permits or indicated in the Specifications.
- b) In the event the City finds the materials, end product, other furnished product, or the work performed are not in reasonably close conformity with the Permits or Specifications and have resulted in an inferior or unsatisfactory product, the work, materials and/or end product shall be removed and replaced or otherwise corrected at the expense of the Contractor, in a manner acceptable to the City.

10) ERRORS OR OMISSIONS IN PERMITS, PLANS OR SPECIFICATIONS

The Contractor shall take no advantage of any apparent error or omission, which may be discovered in the Permits, Plans or Specifications but shall forthwith notify the City Representative of such discovery, who will then make such correction and interpretations as deemed necessary for reflecting the actual spirit and intent of the Permits and Specifications.

11) INSPECTION

The City shall inspect the Contractor's work for conformance to the Project Plans and Specifications as deemed necessary by the City. No work will be performed on Sundays. Work on Saturdays will be permitted provided the City Department is notified at least 48 hours in advance. An inspector may be sent, by the City Department, to the site at overtime rates that will be charged to the Contractor. Any inspection required by the City over and above the normal working hours of 7:00 a.m. - 4:30 P.M., Monday through Friday, excluding holidays, shall be compensated to City by Contractor, payable within thirty (30) days of billing.

12) CONSTRUCTION HYDRANT METER FEE SCHEDULE

- a) Hydrant meters, when available, may be rented for a period not to exceed six (6) months. City forces will install the meter at the location designated by the Contractor within forty-eight (48) hours of receipt of payment for all fees designated below. All meters are to remain at the location of installation until returned to the Billing and collections Division, 126 Harvey Street, Punta Gorda, FL. If a meter is not returned prior to or at the end of the six (6) month period, the meter deposit shall be retained by the City. Meters shall be read monthly and subject to all fees and charges stated in this section. Any meter that cannot be located at the time of the monthly reading shall be considered illegally moved and subject to immediate forfeiture of the meter deposit.
- b) One hydrant meter with backflow device will be provided by the City to supply water necessary for testing and construction of the project. All water use fees will be waived for this project. The Contractor is responsible for all means and methods of water use, connections, hoses, fittings, and any other appurtenances necessary for the use of the meter.
- c) Connection to a fire hydrant without an approved backflow prevention device is prohibited. Specific standards are stated in the City's Utility Standards and Procedure Manual, which are available to be viewed at the City's Utility's Department, 3132 Cooper Street, Punta Gorda, FL.
- d) A fee will be charged against the meter account for any damages caused to City meters or appurtenances based upon cost and actual expenses.
- e) A fee will be charged to all applicants requesting a change of meter size. The fee will consist of the new meter installation charge plus additional capacity fees as may be applicable.
- f) Meter installation fee is fifty dollars (\$50.00) with a security deposit of five hundred dollars (\$500.00) is required to set a meter for construction purposes on temporary basis.
- g) A bill will be sent monthly for the meter charge and consumption.

MONTHLY METER CHARGE IS BASED ON THE FOLLOWING RATE		
INSIDE CITY LIMITS:		
1 ½" METER	\$4.65 CUSTOMER BILL CHARGE	
	\$53.45 EQUIVALENT RESIDENT UNIT CHARGE	
2" METER	\$4.65 CUSTOMER BILL CHARGE	
	\$85.52 equivalent resident unit charge	
Plus 10% tax on all water related charges		
OUTSIDE CITY LIMITS:		
1 ½" METER	\$5.81 CUSTOMER BILL CHARGE	
	\$66.80 EQUIVALENT RESIDENT UNIT CHARGE	
2" METER	\$5.81 CUSTOMER BILL CHARGE	
	\$106.88 EQUIVALENT RESIDENT UNIT CHARGE	

MONTHLY CONSUMPTION CHARGE IS BASED ON THE FOLLOWING RATES		
Thousands of gallons of water used	Inside City Limits	Outside City Limits

EXHIBIT A - PPW2598JA

PER THOUSAND GALLONS		
ALL USE 1,000 AND OVER	\$4.04	\$5.04
Rates Effective 10/1/2016		

13) FDOT ROADWAY SAFETY REQUIREMENTS

- a) High Visibility Safety Apparel must meet Index 600, Sheet 3 Design Standards Revision (R1303), Dated July 23, 2012.
- b) All high-visibility safety apparel shall meet the requirements of the International Safety Equipment Association (ISEA) and the American National Standards Institute (ANSI) for High-Visibility Safety Apparel and labeled as ANSI/ISEA 107-2004 or ANSI/ISEA 107-201.

**AGREEMENT F2020107/SVC-ASPHREJ/2021
BETWEEN CITY AND CONTRACTOR**

THIS AGREEMENT is dated as of the 17th day of June in the year 2021 by and between:

The City of Punta Gorda
326 West Marion Avenue
Punta Gorda, FL 33950
(941) 575-3366

(Hereinafter "**CITY**") and

Pavement Technology, Inc.
24144 Detroit Rd.
Westlake, OH 44145
(440) 892-1895

(Hereinafter "**CONTRACTOR**")

The Agreement Documents consist of this executed Agreement, the complete Solicitation Package, the CONTRACTOR'S Submittal Package, and all documents that may be executed as a result of this executed agreement. City and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

CONDITIONS OF WORK/PURCHASE: All work performed or purchases made shall be in accordance with the terms and conditions of this Agreement and any attachments hereto. No other conditions or modifications of these terms and conditions will be effective unless specifically agreed to in writing by the CITY's appropriate level of authority. Failure of CITY to object to provisions contained in any acknowledgment, document or other communications from CONTRACTOR shall not be construed as a waiver of this Agreement's terms and conditions or an acceptance of any such provision.

This Agreement and any attachments hereto, constitute the complete and exclusive statement of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter hereof. This Agreement shall not be modified, supplemented, qualified or interpreted by any prior course of dealing between the parties or by any usage of trade. The CITY's appropriate Change Order Authority are the only parties authorized to make changes or modifications by issuance of an official change notice or Amendment to this Agreement.

ARTICLE 1. - WORK

All work to be performed in accordance with this Agreement shall be completed in a timely and professional manner. The Work/Commodities under this Agreement may be the whole or only a part is generally described as follows:

ASPHALT REJUVENATION APPLICATION

ARTICLE 2. – CITY STAFF RESPONSIBILITIES

REPRESENTATIVE – Public Works, Project Manager or their designee, who is hereinafter referred to as REPRESENTATIVE will assume all duties and responsibilities and will have the rights and authority assigned to REPRESENTATIVE in this Agreement in connection with completion of the Work in accordance with the Agreement Documents.

CONTRACT MANAGER - The Procurement Manager, or their designee, who is hereinafter referred to as CONTRACT MANAGER will assume all duties and responsibilities and will have the rights and authority assigned to ensure contract compliance and management of this Agreement.

CONTRACT ADMINISTRATOR – The Procurement Manager, or their designee, who is hereinafter referred to as CONTRACT ADMINISTRATOR shall receive and/or be copied on all correspondence between the CITY and CONTRACTOR for the project and is responsible for all records retention of Agreement correspondence.

ARTICLE 3. – AGREEMENT TERM

A. **AGREEMENT TERM:** This Agreement shall be for a three (3) year period, which shall commence upon the signing of this Agreement by both parties. The CITY retains the right to renew this initial Agreement under the same terms and

EXHIBIT A - PPW2598JA

conditions upon mutual agreement with the CONTRACTOR. Agreement for commodities or contractual services may be renewed for a period that may not exceed 3 years, or the term of the original Agreement, whichever period is longer. This Agreement will automatically renew for a three (3) year period under the same terms and conditions and current pricing unless written notice of non-renewal is issued sixty (60) calendar days prior to the expiration date by either the CITY or the CONTRACTOR. A renewal of this Agreement may not include any compensation for costs associated with the renewal. Renewals shall be contingent upon satisfactory performance evaluations by the CITY and subject to the availability of funds.

B. **NON-EXCLUSIVE AGREEMENT:** No Guarantee is expressed or implied as to the total volume of commodities/services to be purchased under this open-end Agreement.

C. **ORDERING:** The CITY reserves the right to purchase commodities/services specified herein through contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required, within a shorter period than the delivery time specified in this Agreement and if the CONTRACTOR is unable to comply therewith, the CITY reserves the right to purchase commodities/services from another source without penalty or prejudice to the CITY.

D. **SEPARATE PURCHASE ORDER:** CONTRACTOR will receive a separate purchase order as commodities and/or services are required at the prices stated in this Agreement.

E. **APPROPRIATION OF FUNDS:** If funds are not appropriated or otherwise made available to support continuation of this Agreement in any fiscal year, the CITY shall have the right to terminate the Agreement without any obligation or penalty.

ARTICLE 4. – RESPONSE TIME

A. All work issued under this Agreement will be through a Statement of Work (SOW) (Exhibit D) and agreed to by both parties.

B. The City must describe the location(s), Agreement line item number, description of services, unit of measure and requested completion time and submit the request to the CONTRACTOR.

C. The CONTRACTOR must review, indicate estimated quantities, estimated extended price, and start and completion dates. The CONTRACTOR agrees to complete, sign and return the Statement of Work form issued by a CITY Department within five (5) business days from receipt of CITY request. REPETITIVE FAILURE TO MEET THIS REQUIREMENT MAY BE JUST CAUSE TO TERMINATE THIS AGREEMENT IN ITS ENTIRETY.

D. The CONTRACTOR must notice the CITY REPRESENTATIVE of any terms of the SOW they may not agree to before signing and submitting the SOW form.

E. The CONTRACTOR and CITY REPRESENTATIVE will negotiate the terms of the SOW. Upon full agreement with the SOW, the CONTRACTOR must sign and date the form for the SOW estimate and submit to the CITY REPRESENTATIVE.

F. The CITY REPRESENTATIVE must sign and date the Statement of Work form executed by the CONTRACTOR and submit the fully executed form to the CONTRACTOR acknowledging CITY agreement to the location, services, timeline and costs. This action will authorize the CONTRACTOR to begin services.

G. **Completion of Work -** Upon completion of work and before CITY authorization of final payment, the CONTRACTOR shall complete: 1) The final quantities and SOW total including signature and date of completion; 2) Release and Affidavit to Owner forms in accordance with this Agreement; and 3) Submit all final releases for any subcontractor or supplier who filed a notice to owner. The CONTRACTOR is to remove all equipment and temporary structures from all right-of-ways and adjacent property. Any surplus materials or rubbish must be discarded at the CONTRACTOR's expense. Restoration of property, both public and private, roadways and waterways, which may be damaged while performing work, shall be restored to previous existing condition at the CONTRACTOR's expense.

ARTICLE 5 - RIGHT TO REQUIRE PERFORMANCE

Failure of the CITY at any time to require performance by the CONTRACTOR of any provision of this Agreement shall not waive the right of the CITY thereafter to enforce same, nor waive the right of the CITY to enforce any breach of any provision of this Agreement, nor waive any succeeding breach of such provision, nor as a waiver of any provision itself.

In the event of a violation of any part of this agreement by the contractor, the CITY shall, among other remedies available under law, have the legal remedy to enforce the provisions of this agreement to prevent any interruption of service to the residents of the CITY. In the event a dispute arises between the CITY and the CONTRACTOR relating to this agreement, performance, or compensation hereunder, the CONTRACTOR must continue to render service in full compliance

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with all terms and conditions of this agreement as interpreted by the city, regardless of such dispute. However, this shall not prevent the CONTRACTOR from seeking legal relief from any interpretation made by the CITY.

ARTICLE 6. – CANCELLATION OF CONTRACT

A. CANCELLATION CLAUSE: This Agreement may be terminated by CITY or the CONTRACTOR should CONTRACTOR or CITY fail to provide in any substantial manner the services and/or commodities required under this Agreement, or otherwise fails to comply with the terms of this Agreement or the Agreement Documents, or violates any ordinance, regulation or other law which applies to its performance under this Agreement. The CITY or the CONTRACTOR may terminate this Agreement under this subparagraph by giving five (5) calendar days written notice. The CITY, at its option, may give CONTRACTOR a reasonable period of time to cure the noncompliance.

B. TERMINATION FOR CONVENIENCE: The CITY may terminate this Agreement for any reason and without cause by giving thirty (30) calendar days written notice to CONTRACTOR. Upon such termination, CONTRACTOR will be compensated for the value of the services performed and/or commodities delivered to the date of termination.

C. DEFAULT: The CITY will provide to the CONTRACTOR written notification stating the nature of non-conformance and/or failure to perform to this Agreement's terms and conditions. All areas cited for non-conformance and/or failure to comply with this Agreement must be remedied by the CONTRACTOR within a ten (10) calendar day period. If not remedied within the stated timeframe, the CITY shall find the CONTRACTOR in default of this Agreement and invoke the cancellation clause without additional time to cure the non-conformance and/or failure to comply. The CONTRACTOR will be removed from the CITY's supplier/contractor list.

D. DELAYS AND EXCUSED PERFORMANCE/FORCE MAJEURE. CONTRACTOR shall not be considered in default by reason of failure, which arises out of causes reasonably beyond the CONTRACTOR's control, and without its fault or negligence. Such causes may include, however, not limited to: Acts of God, the CITY's omissive and commissive failures, natural or public health emergencies, labor disputes, freight embargos.

ARTICLE 7. – AGREEMENT PRICING

A. DELIVERED PRICES: Agreement prices are FREIGHT PREPAID AND ALLOWED/ FOB DESTINATION: CITY SERVICE AREA. Agreement prices must be inclusive of all labor, freight, handling, delivery, surcharges, AND any other incidental charges that may be required for the completion of this Agreement. Agreement price schedule is defined in Exhibit A.

B. FIXED PRICE TERM: CONTRACTOR agrees to supply the CITY the items and/or services listed at firm delivered prices for the first year of this initial Agreement.

C. PRICE ADJUSTMENTS:

1. MAXIMUM PERCENTAGE INCREASE: The CONTRACTOR and the CITY agree to establish a maximum percentage increase for the second and third years of this initial Agreement term. The CONTRACTOR is responsible for providing written documentation supporting the requested increase to the CONTRACT ADMINISTRATOR in accordance with the Price Adjustment terms stated in this Article.

a. Second year of the initial Agreement's maximum percentage increase is defined as 5%.

b. Third year of the initial Agreement's maximum percentage increase is defined as 5%.

2. The CITY will allow one (1) price adjustment in the second year of this initial Agreement and one (1) price adjustment in the third year of this initial Agreement. It will be at the CITY's discretion to continue the second and/or the third year of this initial Agreement. However, additional consideration by the CITY may be given for extreme and unforeseen volatility in the marketplace as specified in section relating to "Equitable Adjustments".

3. Price adjustments during the second and third year of this initial Agreement will be allowed, but must not exceed the Consumer Price Index (Urban Consumers) South Region percent of change for the past twelve (12) months immediately preceding the date of written request for price adjustment. This request will become effective thirty (30) calendar days from the date the notice was received by the CONTRACT ADMINISTRATOR from the CONTRACTOR for all purchases and services ordered after the effective date thirty (30) calendar days from the CONTRACT ADMINISTRATOR receipt of request).

4. Equitable Adjustments: The CITY may, in its sole discretion, make an equitable adjustment in this Agreement's terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the CONTRACTOR'S control; (2) the volatility affects the marketplace or industry, not just this particular Agreement source of supply; (3) the effect on pricing or availability of supply is substantial; and (4) the volatility so affects the CONTRACTOR that continued performance of this Agreement would result in a substantial loss. Any and all equitable adjustments will be considered temporary due to the reason for adjustment. All equitable adjustments will be evaluated by the CONTRACT ADMINISTRATOR periodically to determine if the reason for adjustment is still valid. If the reason for the adjustment is no longer valid, the CITY will terminate the adjustment and notify the CONTRACTOR.

5. The CITY reserves the right to negotiate this Agreement if the prices exceed the current marketplace.

6. **AGREEMENT RENEWAL**

- a. Price adjustment, during a renewal period, will be allowed. However, the CITY will allow only one (1) adjustment for each year of the renewal period. Requirements for requesting a price adjustment shall be in accordance with the Price Adjustments section above and subject to CITY approval.
- b. The CITY reserves the right to negotiate this Agreement if the prices exceed the current marketplace.

ARTICLE 8. – INVOICING/PAYMENT TERMS

A. The payment terms agreed upon by the CITY and CONTRACTOR are Net 30. The method of payment is check.

B. The City shall make payment on all invoices in accordance with the Florida Prompt Payment Act, sections 218.70 through 218.79, Florida Statutes.

C. **INVOICES:** Invoices must state the work or commodities/goods delivered, location of delivery, quantities, unit prices and extended prices. All prices must be in accordance with Exhibit A. Invoices will not be paid unless and until the requirements have been fully met. Unit prices must be net of all transportation and delivery charges and must be prepaid in full to destination.

D. **PERMIT FEES:** The CONTRACTOR shall secure all permits and pay all fees initially. Such fees are reimbursable at cost (excludes any mark-up) if submitted on the billing invoice with a copy of the permit fees receipt.

E. **PRICE/SALES TAX:** Unless otherwise specified herein, the unit prices herein must not include sales or use tax.

F. Payments will be made for work performed in accordance with this Agreement, Amendments, and/or authorized change orders, which are documented on an Invoice or Application for Payment and validated by the CITY REPRESENTATIVE for payment within six (6) months after completion of this Agreement. Any untimely submission of Invoice or Application for Payment beyond the specified deadline period is subject to non-payment under the legal doctrine of "laches" as unreasonable delay in pursuing a claim. Time shall be deemed of the essence with respect to the timely submission of Invoice or Application for Payment under this Agreement.

ARTICLE 9. – WARRANTY/GUARANTEES

A. **COVENANT AGAINST GRATUITIES:** CONTRACTOR warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by CONTRACTOR, or any agent or representative of CONTRACTOR, to any officer or employee of CITY with a view toward securing this Agreement or favorable treatment with respect to any determination concerning the performance of this Agreement. In the event of breach of this warranty, CITY shall be entitled to pursue the same remedies including, but not limited to, termination, against CONTRACTOR as it may pursue in the event of CONTRACTOR's default.

B. **SPECIFICATION WARRANTY.** The CONTRACTOR warrants that all services will be in full accordance with the specifications and requirements of the solicitation package and this Agreement.

C. **GUARANTEE.** The CONTRACTOR must guarantee all work for a period of one (1) year from the date of final completion of projects and the CITY'S inspection and acceptance of project.

1. **CHANGES REQUIRED IN CONNECTION WITH GUARANTEED WORK.** If, within the guarantee period, restoration, repairs or changes are required in connection with guaranteed work, which, in the opinion of the CITY,

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is rendered necessary as the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of this Agreement, the CONTRACTOR must promptly upon receipt of written notice from the CITY and without expense to the CITY, do the following:

- a. Place in satisfactory condition, in every particular incident, all of such guaranteed work and correct all defects therein.
 - b. Make good on all damage(s) to a structure, building or site, or equipment or piping or contents thereof, which, in the opinion of the CITY, is the result of the use of materials, equipment or workmanship, which are inferior, defective, or not in accordance with the terms of this Agreement.
 - c. Make good any work or material, or the equipment and contents of building, structure or site disturbed in fulfilling any such guarantee.
 - d. Restart the guarantee period on all corrected work performed.
2. CONTRACTOR'S FAILURE TO COMPLY WITH TERMS OF GUARANTEE. If the CONTRACTOR, after written notice from the CITY, fails within ten (10) business days to comply with the terms of this guarantee, the CITY may have the defects corrected, and the CONTRACTOR and his surety will be liable for all expenses incurred; provided, however that in case of emergency where, in the opinion of the CITY, delay would cause loss or damage, repairs may be started without notice being given to the CONTRACTOR and the CONTRACTOR shall pay the cost thereof.

ARTICLE 10. - CHANGE ORDER TO CONTRACT

- A. All requests for changes to the this Agreement will be made in writing and are subject to written acceptance by the appropriate level of CITY authority.
- B. The following are the Change Order Authority Levels for the CITY.
1. Procurement Manager - the Procurement Manager may approve change orders in a singularly or cumulatively amount that does not exceed 25% of the total Agreement price with a maximum cap of fifty thousand dollars (\$50,000.00) with the exception of contracts requiring City Council's approval for an award. The Procurement Manager may authorize contract time extension in excess of five (5) days and non-monetary changes, which are not considered minor, which do not result in a change in the Agreement amount.
 2. City Manager - the City Manager may approve all change orders with the exception of contracts that require the City Council's approval.
 3. City Council - the City Council shall approve change orders for Agreement exemption that are reserved for City Council approval (i.e. Franchises, inter-local agreements, land, legal, auditing, actuarial services and medical director).
- C. The CONTRACTOR fully understands the CITY's Change Order Policy. In the event the CONTRACTOR begins work on unauthorized changes to scope prior to receiving a signed Change Order by the CITY's appropriate level of authority, they do so at their own expense and risk not being compensated by the CITY for performing unauthorized work.

ARTICLE 11. - INSURANCE REQUIREMENTS

The CONTRACTOR, before commencing any work, must provide insurance and furnish the City with a Certificate of Insurance for **themselves and all subcontractors** as follows:

- THE CITY IS TO BE SPECIFICALLY INCLUDED AS AN ADDITIONAL INSURED (WITH REGARDS TO GENERAL LIABILITY). ENDORSEMENT DOCUMENTATION MUST BE PROVIDED.
- A CITY Division, Department or individual name shall NOT appear on the Certificate.
- THE CITY MUST BE NAMED AS CERTIFICATE HOLDER. **PLEASE NOTE THAT THE CERTIFICATE HOLDER SHOULD READ AS FOLLOWS:**

City of Punta Gorda
326 W. Marion Avenue
Punta Gorda, Florida 33950

NO OTHER FORMAT WILL BE ACCEPTABLE.

- GENERALLY REQUIRED COVERAGE INCLUDES:

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- COMMERCIAL GENERAL LIABILITY - Not less than \$500,000 per occurrence; combined single limit for bodily injury liability and property damage liability. This shall include the following endorsements: premises and/or operations, independent contractors and products and/or completed operations, broad form property damage.
- Business Auto Policy - Not less than \$500,000 Per Occurrence; Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Owned Vehicles, Hired and Non-Owned Vehicles, and Employees Non-Ownership.
- Workers Compensation – Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws. The coverage must include Employers' Liability with a minimum of \$100,000.00 for each accident.
 - Workers Compensation Exemption Granted by the State of Florida Construction and Non-Construction –CONTRACTOR meeting the State's requirements for Construction or Non-Construction (Non-Construction for Corporations and LLC) exemption must hold a current Exemption Certificate issued by the State of Florida for the term of this Agreement.

Should any of the policies be cancelled before the expiration thereof, notice will be delivered in accordance with the policy provisions. CONTRACTOR must provide notice to CITY at any time CONTRACTOR becomes aware of any cancellation or material change in the above insurance policies.

ARTICLE 12. - CONTRACTOR'S REPRESENTATIONS

A. In order to induce the City to enter into this Agreement, CONTRACTOR makes the following representations and assurances:

1. CONTRACTOR shall be a current Licensed Specialty Paving/Asphalt Contractor, and shall maintain current licensure as stated through the term of the Agreement.
2. CONTRACTOR must maintain a current City of Punta Gorda Certificate of Competency through the term of the Agreement.
3. CONTRACTOR must be legal to perform business within the state of Florida. If CONTRACTOR is outside of the state of Florida they must hold a current Certificate of Authority issued through the Department of State and in accordance with Florida Statute 607.1501.
4. CONTRACTOR must hold and maintain current Business Tax Receipt for CONTRACTOR's locality for the term of this Agreement. CONTRACTOR must hold and maintain current City of Punta Gorda Business Tax Receipt for the term of this Agreement IF their business is physically located within the city limits.
5. The Contractor must furnish each of the subcontractors, manufacturers, and suppliers such copies of the Agreement documents (i.e. plans, drawings, specifications, etc.) as may be required for their work. Additional copies of the Agreement documents, when requested, may be furnished to the Contractor at cost of reproduction.
6. CONTRACTOR has familiarized himself with the nature and extent of this Agreement, Work, Locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
7. CONTRACTOR must comply with all Federal, State and Local rules, policies and ordinance in the performance of their work and document management.
8. CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the Work, which were relied upon by REPRESENTATIVE in the preparation of the Construction Plans and Specifications included in the solicitation package.
9. CONTRACTOR has made or caused to be made investigations, tests, examinations and studies of such reports and related data as he/she deems necessary for the performance of the Work at the Agreement Price, within the Contract Time and in accordance with the other terms and conditions of this Agreement; and additional examinations, investigations, tests, reports or similar data are or will not be required by CONTRACTOR for such purposes.
10. CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of this Agreement.

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11. CONTRACTOR has given CONTRACT ADMINISTRATOR written notice of all conflicts, errors or discrepancies that has been discovered in this Agreement and the written resolution thereof by CONTRACT ADMINISTRATOR is acceptable to CONTRACTOR.

12. CONTRACTOR certifies they will utilize the E-Verify system in accordance with the terms governing the use of the system to confirm the eligibility of employees and subcontractor requirements in accordance with Florida Statutes, Section 448.095. CONTRACTOR understands and acknowledges that the City shall terminate any contract with a person or entity which has knowingly violated Florida Statutes, Section 448.095.

13. SUBCONTRACTORS:

- a. CONTRACTOR is fully responsible for the actions of their Subcontractors. Therefore, should a Subcontractor perform work outside of this Agreement's scope of work they do so at the CONTRACTOR's expense and risk not being compensated by the CITY for performing unauthorized work.
- b. The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor in addition to checking of prior performance of like or similar work as delineated in part or whole as pertinent to this Agreement.
- c. CONTRACTOR is required to notify the CONTRACT MANAGER of all intended changes to the subcontractor list (Exhibit C). CONTRACT MANAGER will issue written notice to the CONTRACTOR indicating the acceptance or rejection of the intended subcontractor change.

14. Equal Employment Opportunity Clause. CONTRACTOR must be in compliance with Executive Order 11426 Equal Opportunity as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations as applicable.

15. Contract Work Hours/Safety Standards Act. CONTRACTOR must be in compliance with provisions of Section 103 and Section 107 of Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) and as supplemented by the Department of Labor Regulations (Part V, 28CFR).

16. SAFETY COMPLIANCE. It shall be the CONTRACTOR'S sole responsibility to comply with all Local, State and Federal rules and regulations while performing work under this Agreement. These regulations include, but are not limited to: Confined Space, Lock-out/Tag-out, Hazard Communications, Personal Protective Equipment, Excavation Safety, Respiratory Protection, and Hot Work Permits.

17. Competent Personnel. CONTRACTOR warrants that all services will be performed by skilled and competent personnel to the highest professional standards in this scope of work.

ARTICLE 13. – INDEMNIFICATION / LIMITS OF LIABILITY

A. **INDEMNIFICATION** The CONTRACTOR shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the CITY, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by CONTRACTOR, its agents, employees, partners, or subcontractors, provided, however, that the CONTRACTOR shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the CITY.

Further, the CONTRACTOR shall fully indemnify, defend, and hold harmless the CITY from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to misuse or modification or CONTRACTOR's products. If any product is the subject of an infringement suit or in the CONTRACTOR'S opinion is likely to become the subject of such a suit, the CONTRACTOR may at its sole expense PROCURE for the CITY the right to continue using the product or to modify it to become non-infringing. If the CONTRACTOR is not reasonably able to modify or otherwise secure the right to continue using the product, the CONTRACTOR shall remove the product and refund the CITY amounts paid in excess of a reasonable payment for past use. The CITY shall not be liable for any royalties.

The CONTRACTOR's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the CITY giving the CONTRACTOR (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at CONTRACTOR'S sole expense, and (3) assistance in defending the action at CONTRACTOR's sole expense. The CONTRACTOR shall not be liable for any cost, expense, or compromise incurred or

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made by the CITY in any legal action without the CONTRACTOR's prior written consent, which shall not be unreasonably withheld.

A. **LIMITATION OF LIABILITY.** For all claims against the Contractor under any individual purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under this Agreement for direct damages shall be limited to the greater of \$25,000, or the dollar amount of the purchase order, or two times the charges rendered by the Contractor under this Agreement. This limitation shall not apply to claims arising under the Indemnity paragraph contained in this agreement.

Unless otherwise specifically enumerated in the Agreement or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the purchase order requires the CONTRACTOR to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The CITY and Customer may, in addition to other remedies available to them at law or equity and upon notice to the CONTRACTOR, retain such monies from amounts due the CONTRACTOR as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The CITY may set off any liability or other obligation of the CONTRACTOR or its affiliates to the CITY against any payments due the CONTRACTOR under any contract with the CITY.

ARTICLE 14. - MISCELLANEOUS

A. PUBLIC RECORDS COMPLIANCE/MANAGEMENT

1. **CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES.** Pursuant to Section 119.0701, F.S., CONTRACTOR agrees to comply with all public records laws, specifically to:

- a. Keep and maintain public records required by the CITY to perform the service.
 - i. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (See <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>).
 - ii. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. CONTRACTOR'S records under this Agreement include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.
- b. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided for by law. If a CONTRACTOR does not comply with the CITY's request for records, CITY shall enforce the provisions in accordance with the contract.
- c. Ensure that project 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 this Agreement if the CONTRACTOR does not transfer the records to CITY.
- d. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon the completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records kept electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

A CONTRACTOR who fails to provide the public records to the CITY within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

CONTRACTOR identified in their Submittal Package to this Solicitation the following option elected for the management of public records upon final completion of the project:

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☒ CONTRACTOR elects to submit ALL documentation related to this Agreement, inclusive of sub-contracts, in electronic format, which is acceptable to the City, to the CONTRACT ADMINISTRATOR. Final payment will not be processed without the CITY's receipt of all documentation.

☐ CONTRACTOR elects to assume the responsibility to manage and retain ALL documentation related to this Agreement in full accordance with Chapter 119 State Statute and the General Records Schedule GS1-SL for State and Local Government Agencies. (See <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>)

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY OF PUNTA GORDA PURCHASING DIVISION CUSTODIAN OF PUBLIC RECORDS AT (941)575-3366, PGPURCH@CityofPuntaGordaFL.com, OR 326 W. MARION AVENUE, PUNTA GORDA FL 33950.

B. CITY'S RIGHT TO AUDIT. The CITY reserves the right to audit the CONTRACTOR's records throughout the term of this Agreement and in accordance with Public Records requirement established for the retention period.

C. AUDIT DISALLOWANCES. If at any time the CITY determines that a cost for which payment has been made is a disallowed cost, such as overpayment, CITY will notify the CONTRACTOR in writing of the disallowance. CITY will also state the means of correction, which may include, but shall not be limited to, adjustment of any future claim/invoice submitted by the CONTRACTOR by the amount of the disallowance, or to require repayment of the disallowed amount by the CONTRACTOR.

D. SETTLEMENT OF DISPUTES

1. Any dispute concerning a question of fact arising under this Agreement that is not resolved by this Agreement shall be decided by the CONTRACT MANAGER, who may consider any written or verbal evidence submitted by the CONTRACTOR. The decision of the CONTRACT MANAGER, issued in writing, will be the final decision of the CITY.

2. Neither the pendency of a dispute nor its consideration by the CONTRACT MANAGER will excuse the CONTRACTOR from full and timely performance in accordance with the terms of this Agreement.

E. SUBSTITUTIONS. In the event the CONTRACTOR is unable to provide the commodity or equipment specified in this Agreement, due to manufacturer or supplier discontinuing specified parts, is unable to secure sufficient supplies to fulfill all orders, the CONTRACTOR will be allowed to substitute an item of equal or better quality provided:

1. The product is sold at the Agreement price;
2. The CITY is contacted in writing in advance of the substitution;
3. The City retains the right to determine "equal or better quality"; and
4. The CITY gives written approval of substitution.

If the CONTRACTOR is unable to fulfill all obligations in accordance with these terms and conditions, the City may acquire the product in the open marketplace with any cost increase being the responsibility of the CONTRACTOR.

F. INDEPENDENT CONTRACTOR. CONTRACTOR must perform the services under this Agreement as an independent contractor and not as an employee, or, unless otherwise specifically stated herein, as an agent of the CITY.

G. No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitations, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

H. JURISDICTION AND VENUE. This Agreement shall be governed in accordance with the laws of the State of Florida, and the parties hereto agree that venue will be Charlotte County, Florida.

I. ATTORNEY'S FEES. In the event of any dispute arising under this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and expenses.

J. CITY and CONTRACTOR each binds himself/herself, his/her partners, successors, assigns and legal representatives to the other party hereto, his/her partners successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in this Agreement. No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitations, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

K. The CITY and the CONTRACTOR agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the previous terms and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed in full concurrence by the parties thereto.

IN WITNESS WHEREOF, the undersigned signatories declare they are authorized to enter into this Agreement and sign on behalf of their respective party. All portions of this Agreement have been acknowledged by CONTRACTOR and CITY. The parties hereto have signed this Agreement in duplicate. One counterpart each has been delivered to CITY and CONTRACTOR.

J Palmer

Witness

Address for giving Notices:
24144 Detroit Rd.
Westlake, OH 44145

CONTRACTOR – Pavement Technology, Inc

By:

Print Name:

Date:

Susan J. Durante

6-14-2021

Julie Rogan Sutter

Witness

Address for giving Notices:
Procurement Office
326 W. Marion Avenue
Punta Gorda, FL 33950

CITY OF PUNTA GORDA

By:

Print Name:

Date:

Anne Heinen
Procurement Manager

Anne Heinen

6/17/2021

**EXHIBIT A – Asphalt Rejuvenation Application
AGREEMENT #F2020107/SVC-ASPHREJ/2021
INITIAL PERIOD: JUNE 11, 2021 THRU JUNE 10, 2024
OPTIONAL RENEWAL PERIOD*: JUNE 11, 2024 THRU JUNE 11, 2027**

Cassandra Price, CONTRACT ADMINISTRATOR – CPrice@CityofPuntaGordaFL.com, fax 941-575-3340, or 326 W. Marion Avenue, Punta Gorda, FL 33950 SHALL be copied on all correspondence relating to this contract.

AWARDED VENDOR: Pavement Maintenance, Inc

PAYMENT TERMS: Net 30

ACCEPT CREDIT CARDS: ☐ Yes ☒ No

MAXIMUM PERCENTAGE INCREASE: 2ND YEAR – 5% 3RD YEAR – 5%

PIGGYBACK: Yes

VENDOR# 6514

RESPONSE TIME: Within 2 days of City's acceptance of the Statement of Work (SOW).

***AUTOMATIC RENEWAL BASED ON MUTUAL AGREEMENT:** The Contractor or the City must provide written notice the other party at least sixty (60) calendar days prior to the expiration of the initial Agreement period if they elect not to renew this Agreement. The optional renewal period will be three (3) years and subject to mutual agreement of both parties. A notice will be emailed to the Contractor ninety (90) calendar days prior to expiration advising them of the terms for renewal or non-renewal.

DEPARTMENT REQUIREMENTS

- 1) Departments shall enter a requisition with estimated dollars for issuance of a Blanket PO. CIP requisitions will need a separate Blanket PO.
- 2) Statement of Work (SOW)
 - a. Department must complete a Statement of Work (SOW) form listing the location(s), work to be performed.
 - b. Contractor to verify SOW, provide quantities, unit and extended prices, start and completion dates.
 - c. Contractor shall sign and submit the SOW to the Department
 - d. Department will sign the SOW form and submit the Contractor acknowledging acceptance. This fully executed form gives the Contractor the authority to proceed with work.
- 3) A copy of the executed SOW form must be attached to the invoice
- 4) Supervisors shall verify contract rates on all invoices prior to authorizing payment of invoices.
- 5) The Department will receive email notice 115 calendar days prior to the expiration of the initial period asking if they want to renew this Agreement. If the Department does not renew they must advise the Contract Administrator, stated above, of their intention NOT to renew this Agreement within 20 calendar days. This Agreement will renew if Procurement does not receive a response from the Department within this timeframe.

Item	Description	UOM	Unit Price
1	Sealing w/Asphaltic Rejuvenation Agent, furnished and installed per Specifications	Square Yard	\$0.90
2	Minimum Square Yards of Asphaltic Rejuvenation Agent Required to Mobilize	Square Yard	25,000

EXHIBIT A - PPW2598JA**TECHNICAL SPECIFICATIONS****1) GENERAL REQUIREMENTS**

- a) If the specifications, the City's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give the City timely notice of its readiness for inspection and, if the inspection is by an authority other than the City, the Contractor is to notify the City of the scheduled date of such inspection. Inspections by the City shall be promptly made and at the source of supply, where applicable.
- b) If the City deems it inexpedient to correct work not in conformance with the specifications herein, an equitable deduction from the applicable Statement of Work shall be made.
- c) Any claim for damage arising under this Contract shall be made in writing to the party liable within a reasonable length of time after the first observance of damage. In the case of faulty work, damage claims will not be accepted at the time of final payment, except as otherwise expressly stipulated, and shall be adjusted by agreement or arbitration.
- d) The City reserves the right to establish the exact limits of work in the field and to add or delete from the project as it deems necessary.

2) MATERIAL SPECIFICATION

- a) RECLAMITE®, manufactured by Golden Bear Oil, a division of Tricor Refining, LLC, is a product of known quality and accepted performance. The rejuvenation agent shall meet or exceed the specifications listed for this product and shall be approved by the City prior to utilization.
- b) The asphalt rejuvenating agent shall be an emulsion composed of a petroleum resin oil base uniformly emulsified with water.
- c) Each bidder shall submit with their bid a Certified Statement from the asphalt rejuvenator manufacturer showing that the asphalt rejuvenating emulsion conforms to the required physical and chemical requirements.

RECLAMITE® SPECIFICATIONS

TESTS	TEST METHOD ASTM	AASHTO	REQUIREMENTS	
			Min	Max

TEST ON EMULSION				
Viscosity @ 25°C, SFS	D-244	T-59	15	40
Residue, % w ⁽¹⁾	D-244 (Mod.)	T-59 (Mod.)	60	65
Miscibility Test ⁽²⁾	D-244 (Mod.)	T-59 (Mod.)	No Coagulation	
Sieve Test, % w ⁽³⁾	D-244 (Mod.)	T-59 (Mod.)	---	0.1
Particle Charge Test	D-244	T-59	Positive	
Percent Light Transmittance ⁽⁴⁾	GB	GB	---	30
Cement Mixing	D-244			2
TEST ON RESIDUE FROM DISTILLATION				
Flash Point, COC °C	D-92	T-48	196	---
Viscosity @ 60°C, cSt	D-445	---	100	200
Asphaltenes, %w	D-2006-70	---		0.75
Maltene Dist. Ratio $\frac{PC + A_1}{S + A_2}$ ⁽⁵⁾	D-2006-70	---	0.3	0.6
PC/S Ratio ⁽⁵⁾	D-2006-70	---	0.5	---
Saturate Hydrocarbons, S ⁽⁵⁾	D-2006-7	---	21	28

EXHIBIT A - PPW2598JA

1. ASTM D-244 Modified Evaporation Test for percent of residue is made by heating 50 gram sample to 149°C (300°F) until foaming ceases, then cool immediately and calculate results.
2. Test Procedure identical with ASTM D-244-60 except .02 Normal Calcium Chloride solution shall be used in place of distilled water.
3. Test procedure identical with ASTM D-244 except distilled water shall be used in place of two percent (2%) Sodium Oleate solution
4. N/A
5. Chemical composition by ASTM Method D-2006-70 are as follows:
 - a) PC=Polar Compounds; b) A1=First Acidaffins; c) A2=Second Acidaffins; d) S=Saturated Hydrocarbons

3) MATERIAL PERFORMANCE

- a) Satisfactory service shall be based on the capability of the material to decrease the viscosity and increase the penetration value of asphalt binder as follows:
 - i) The viscosity shall be reduced by a minimum of forty-five percent (45%) and the penetration value shall be increased by a minimum of twenty-five percent (25%).
 - ii) Testing shall be performed on extracted asphalt cement from a pavement to a depth of three eighths inch (3/8").
 - iii) In addition, the pavement shall be in-depth sealed to the intrusion of air and water.
- b) The bidder must submit with his response the manufacturer's certification stating the material proposed for use is in compliance with the specification requirements.
- c) Testing data shall be submitted with indications of such product performance on a minimum of ten (10) previous projects, each being tested for a minimum of three (3) years, to ensure reasonable longevity of the treatment as well as product consistency.

4) REJUVENATING AGENT

- a) The Contractor shall furnish a quality inspection report showing the source, manufacturer, and the date shipped, for each load of asphalt rejuvenation agent. The Contractor shall, as directed by the City, take representative samples of material for sampling.
- b) Before applying, the asphalt rejuvenating agent shall be blended with water at the rate of two (2) parts rejuvenating agent to one (1) part water, by volume or as specified by the manufacturer. The combined mixture of asphalt rejuvenating agent and water shall be spread at the rate of 0.05 to 0.10 gallons per square yard, or as directed by the City following field testing.

5) STREET SWEEPING

- a) The Contractor shall be responsible for sweeping and cleaning the street prior to and within twenty-four (24) hours after treatment and results must be approved by the City.
- b) Prior to treatment the street will be cleaned of all standing water, dirt, leaves, foreign materials, etc. This work shall be accomplished by hand brooming, power blowing or other City approved methods. If the results of the hand cleaning are unsatisfactory to the City, a self-propelled street sweeper shall be used.
- c) All dry rock or slag screenings used during the treatment must be removed no later than twenty-four hours after treatment of the roadways, turnouts, cul-de-sacs, etc., to the satisfaction of the City. This shall be accomplished by a combination of hand and mechanical sweeping.
- d) If a hazardous condition persists on the roadway after dry rock or slag screening is swept, the Contractor must apply additional dry rock or slag screening and sweep again within twenty-four (24) hours of reapplication. No additional compensation will be allowed for re-application and removal of dry rock or slag screenings.

6) APPLICATOR REQUIREMENTS

- a) The Contractor shall provide experienced personnel to apply the asphalt rejuvenating agent.
- b) A project supervisor knowledgeable and experienced in application of the asphalt rejuvenation agent shall remain on each job site until application and cleanup have been completed.
- c) The distributor equipment, application rate accuracy and uniformity of distribution shall be monitored by the City.

EXHIBIT A - PPW2598JA

7) APPLICATION TEMPERATURE/WEATHER LIMITATIONS

- a) The asphalt rejuvenating emulsion shall be applied per manufacturer specifications and shall be applied only when the surface to be treated is thoroughly dry with no indication of rain in the forecast. The ambient temperature shall not be below forty degrees Fahrenheit (40° F).

8) APPLICATION EQUIPMENT

- a) The distributor used to apply the emulsion shall be self-propelled, equipped to circulate and agitate the emulsion within the tank, and shall have pneumatic tires.
- b) The distributor shall be designed and equipped to distribute the asphalt rejuvenating agent uniformly on variable widths of surface at readily determined and controlled rates from 0.05 to 0.5 gallons per square yard of surface, and with an allowable variation from any specified rate not to exceed five percent (5%) of the specified rate.
- c) The distributor shall include full circulation spray bars, pump tachometer, volume measuring device, and a hand hose attachment suitable for manual application of the emulsion in areas inaccessible to the distributor.
- d) The slag screenings shall be uniformly distributed onto the pavement and applied at a rate of one-half (½) pounds to three (3) pounds per square yard in a single pass. Slag screenings shall be broadcast on the roadway only and shall not be applied to driveways, sidewalks, or trees.
- e) Slag screening shall be free flowing without any leaves, dirt, stones, etc. Any wet slag screenings shall be rejected from the job site.
- f) All equipment utilized for rejuvenation agent application shall be kept in working order and operated by qualified, licensed operators. The City will not compensate the Contractor for any equipment downtime.

9) APPLICATION OF REJUVENATING AGENT

- a) The asphalt rejuvenating agent shall be applied per manufacturer specifications at the pressure required for proper distribution.
- b) The application shall commence with a full running start to ensure a uniform distribution and spread over the entire area to be treated.
- c) The application shall be on one-half (½) of the pavement width at a time. The application shall overlap the previous application to ensure the centerline construction joint of the pavement receives treatment on both application passes. Any missed areas shall receive additional treatment as may be required by a hand sprayer.
- d) Where more than one application is required, succeeding applications shall be made as soon as penetration of the preceding application has been completed and the City grants written approval for additional applications.
- e) Two or more applications may be required in areas where the grade or super elevations cause excessive run off, should the City Engineer determine it is warranted.
- f) After the roadway has been treated, the area within one (1) foot of the curb line on both side of the road shall receive an additional treatment of the emulsion.
- g) After the emulsion has penetrated, a light coating of dry rock or slag screenings shall be applied to the surface in an amount sufficient to protect the traveling public as required by the City Engineer. Removal and legal disposal of materials shall be done within twenty-four (24) hours of application.

GENERAL SCOPE OF WORK

1) SITEWORK

- a) This section consists of all necessary clearing, grubbing, excavation, bedding, compacting, disposal of surplus material, cleanup, inlets, and manholes, as necessary for the proper execution of the work, in accordance with the City approved Plans and Specifications.
- b) The Contractor shall schedule and lay out his work in a manner to minimize the inconvenience of the general public and private property owners and to cause minimum damage to public property.
- c) Coordination with all affected City departments will be essential to properly execute the work.
- d) The Contractor is responsible for damages and repairs to private and public property. Strict adherence to these specifications is required.

EXHIBIT A - PPW2598JA

- e) Contractor shall obtain written permission from private property landowner to store equipment and/or material. A copy of letter to be submitted to City prior to commencing work.
- f) Operations shall minimize obstructions to vehicular and pedestrian traffic. Illuminated barricades and detour signs shall be in accordance with the FDOT Standard Road and Bridge Construction Specifications, Section 102, and shall be furnished and maintained until their removal as approved by the City. Drainage shall be provided at all times.
- g) The Contractor shall maintain safe conditions at all times. Should the City consider the operations unsafe, the operations shall be suspended until the Contractor has corrected all unsafe conditions to the satisfaction of the City.
- h) The Contractor shall conduct operations to minimize damage by falling debris or other causes to adjacent buildings, structures, utilities, roadways, storm drainage, and other facilities, including persons, as approved by the City Representative.
- i) The Contractor shall exercise due caution in regard to buried utilities. The Contractor shall repair any damage to utilities resulting from the Contractor's operations at no cost to the City. It shall be the Contractor's responsibility to schedule utility locations, 48 hours in advance of any excavation.

2) DISPOSAL OF SURPLUS AND WASTE MATERIAL

- a) The Contractor shall dispose of all surplus and/or unsuitable excavated material, in one of the following ways as approved by the City.
 - i) Transport waste and unsuitable surplus material from City's property and legally dispose of. Any permit required for the hauling and disposing of this material beyond City's property shall be obtained prior to commencing hauling operations by the Contractor at their expense.
 - ii) Surplus excavated material shall be used to fill depressions or other purposes as the City may determine.

3) TRAFFIC MAINTENANCE

- a) It is the Contractor's responsibility to control and maintain traffic through and/or around the work area for the duration for the construction period.
- b) This work shall conform to Section 102 of the F.D.O.T. Standard Specifications for Road and Bridge Construction (latest edition).
- c) No roadways or streets will be permitted to have more than one (1) lane of traffic closed at any time.
- d) All excavated material shall be placed so that vehicular and pedestrian traffic may be maintained at all times. If the Contractor's operations cause traffic hazards, he shall repair the road surface, provide temporary roadways, erect wheel guards or fences, or take other measures, necessary to ensure the well-being of persons in close proximity to the work area.
- e) The Contractor shall coordinate with and receive permission from the City in order to excavate in, cross or in any other manner perform work which will impede traffic on or request closure of any road or parking facility.

4) NOISE CONTROL

The Contractor shall make every effort to minimize noise caused by their operations. Equipment shall be equipped with silencers or mufflers designed to operate with the least possible noise in compliance with County, State and Federal Regulations.

5) MAINTENANCE OF POLLUTION CONTROL FACILITIES DURING CONSTRUCTION

During the life of this Contract, maintain all facilities constructed for pollution control as long as the operations creating the particular pollutant are being carried out or until the material concerned has become stabilized to the extent that pollution is no longer being created. All pollution control devices shall be inspected regularly, to ensure they are operating correctly. Contractor shall insure all local, state and federal requirements are adhered to during the course of the work.

6) CLEANUP AND DISPOSAL OF DEBRIS

- a) During the course of the work, the Contractor shall keep the site of their operations as clean and neat as possible. They shall dispose of all residue/debris resulting from the work and, at the conclusion of the work they shall remove and haul away any surplus excavation, broken pavement, lumber, equipment, temporary structures and other debris remaining from the operations and shall leave the entire site of the work in a neat and orderly condition.

EXHIBIT A - PPW2598JA

- b) Clean up during construction is required and shall include:
 - i) Execute daily cleaning to keep the Work, the site and adjacent properties from accumulations of waste materials, rubbish and windblown debris, resulting from operations.
 - ii) Provide onsite containers for the daily disposal of waste materials, debris and rubbish, including but not limited to food containers and debris.
 - iii) Remove waste materials, debris and rubbish from the site periodically and dispose of at legal disposal areas away from the site.
 - iv) Final cleaning of work area is required and shall include:
 - (1) Broom clean exterior paved surfaces; rake clean other surfaces of the grounds.
- c) Prior to final completion, the Contractor shall conduct an inspection, with the City Representative, of all work areas to verify that the entire work areas are clean.

7) SITE RESTORATION

The Contractor shall remove all excess material and shall clean up and restore the site. All damage, as a result of the work under this Contract, done to existing structures that are not part of this contract, pavement, driveways, paved areas, curbs and gutters, sidewalks, shrubbery, grass, trees, utility poles, utility pipelines, conduits, drains, catch basins, flagstones, rocks, graveled or stabilized areas or driveways and including all obstructions not specifically named herein, shall be repaired.

8) PLANS, WORKING DRAWINGS AND AS-BUILT/RECORD DRAWINGS

- a) Construction Plans - The plans furnished by the City consist of general drawings showing details as necessary to give a comprehensive idea of the construction contemplated. Structure plans, in general, will show in detail all dimensions of the Work contemplated. When the structure plans do not show the dimension in detail, they will show general features and such details as are necessary to give a comprehensive idea of the structure.
- b) Alterations of Plans - All authorized alterations affecting the requirements and information given on the approved plans shall be in writing. No changes shall be made on any plans or drawing after its approval by the City, except by direction of the City.

9) CONFORMITY OF WORK

- a) All work performed and all materials furnished shall be in reasonably close conformity with the lines, grades, cross sections, dimensions, and material requirements, including tolerance, shown on the Permits or indicated in the Specifications.
- b) In the event the City finds the materials, end product, other furnished product, or the work performed are not in reasonably close conformity with the Permits or Specifications and have resulted in an inferior or unsatisfactory product, the work, materials and/or end product shall be removed and replaced or otherwise corrected at the expense of the Contractor, in a manner acceptable to the City.

10) ERRORS OR OMISSIONS IN PERMITS, PLANS OR SPECIFICATIONS

The Contractor shall take no advantage of any apparent error or omission, which may be discovered in the Permits, Plans or Specifications but shall forthwith notify the City Representative of such discovery, who will then make such correction and interpretations as deemed necessary for reflecting the actual spirit and intent of the Permits and Specifications.

11) INSPECTION

The City shall inspect the Contractor's work for conformance to the Project Plans and Specifications as deemed necessary by the City. No work will be performed on Sundays. Work on Saturdays will be permitted provided the City Department is notified at least 48 hours in advance. An inspector may be sent, by the City Department, to the site at overtime rates that will be charged to the Contractor. Any inspection required by the City over and above the normal working hours of 7:00 a.m. - 4:30 P.M., Monday through Friday, excluding holidays, shall be compensated to City by Contractor, payable within thirty (30) days of billing.

12) CONSTRUCTION HYDRANT METER FEE SCHEDULE

- a) Hydrant meters, when available, may be rented for a period not to exceed six (6) months. City forces will install the meter at the location designated by the Contractor within forty-eight (48) hours of receipt of payment for all

EXHIBIT A - PPW2598JA

fees designated below. All meters are to remain at the location of installation until returned to the Billing and collections Division, 126 Harvey Street, Punta Gorda, FL. If a meter is not returned prior to or at the end of the six (6) month period, the meter deposit shall be retained by the City. Meters shall be read monthly and subject to all fees and charges stated in this section. Any meter that cannot be located at the time of the monthly reading shall be considered illegally moved and subject to immediate forfeiture of the meter deposit.

- b) One hydrant meter with backflow device will be provided by the City to supply water necessary for testing and construction of the project. All water use fees will be waived for this project. The Contractor is responsible for all means and methods of water use, connections, hoses, fittings, and any other appurtenances necessary for the use of the meter.
- c) Connection to a fire hydrant without an approved backflow prevention device is prohibited. Specific standards are stated in the City's Utility Standards and Procedure Manual, which are available to be viewed at the City's Utility's Department, 3132 Cooper Street, Punta Gorda, FL.
- d) A fee will be charged against the meter account for any damages caused to City meters or appurtenances based upon cost and actual expenses.
- e) A fee will be charged to all applicants requesting a change of meter size. The fee will consist of the new meter installation charge plus additional capacity fees as may be applicable.
- f) Meter installation fee is fifty dollars (\$50.00) with a security deposit of five hundred dollars (\$500.00) is required to set a meter for construction purposes on temporary basis.
- g) A bill will be sent monthly for the meter charge and consumption.

MONTHLY METER CHARGE IS BASED ON THE FOLLOWING RATE	
INSIDE CITY LIMITS:	
1 ½" METER	\$4.65 CUSTOMER BILL CHARGE
	\$53.45 EQUIVALENT RESIDENT UNIT CHARGE
2" METER	\$4.65 CUSTOMER BILL CHARGE
	\$85.52 equivalent resident unit charge
Plus 10% tax on all water related charges	
OUTSIDE CITY LIMITS:	
1 ½" METER	\$5.81 CUSTOMER BILL CHARGE
	\$66.80 EQUIVALENT RESIDENT UNIT CHARGE
2" METER	\$5.81 CUSTOMER BILL CHARGE
	\$106.88 EQUIVALENT RESIDENT UNIT CHARGE

MONTHLY CONSUMPTION CHARGE IS BASED ON THE FOLLOWING RATES		
Thousands of	Inside City	Outside City
gallons of water used	Limits	Limits
	PER THOUSAND GALLONS	
ALL USE 1,000 AND OVER	\$4.04	\$5.04
Rates Effective 10/1/2016		

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13) FDOT ROADWAY SAFETY REQUIREMENTS

- a) High Visibility Safety Apparel must meet Index 600, Sheet 3 Design Standards Revision (R1303), Dated July 23, 2012.
- b) All high-visibility safety apparel shall meet the requirements of the International Safety Equipment Association (ISEA) and the American National Standards Institute (ANSI) for High-Visibility Safety Apparel and labeled as ANSI/ISEA 107-2004 or ANSI/ISEA 107-201.

EXHIBIT B: RELEASE AND AFFIDAVIT TO OWNER

PROJECT NO: _____ PROJECT TITLE: _____

COUNTY OF: _____, STATE OF FLORIDA

*The term, "lienor" as used in this affidavit means any person having a lien or a prospective lien, under the Mechanics Lien of Florida on the land and property of the **OWNER** described in the Agreement Document.*

Before me, the undersigned authority, personally appeared _____
_____ who after being duly sworn, deposes and says:

(1) In accordance with the Agreement Documents and in consideration of \$_____ paid, _____ ("Contractor") releases and waives for itself and its subcontractors, material-men, successors and assigns, all claims demands, damages, costs and expenses, whether in contract or in tort, against the City of Punta Gorda, Florida, relating in any way to the performance of the Agreement between Contractor and Owner dated _____, 20_____ for the period from _____ to _____, excluding all retainage withheld and any pending claims or disputes as expressly specified as follows: _____.

(2) Contractor certifies for itself and its subcontractors, material-men, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which Owner might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) To the maximum extent permitted by law, Contractor agrees to indemnify, defend and save harmless Owner from all demands or suits, actions, claims of liens or other charges filed or asserted against the Owner arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Contractor's [monthly/final] Application for Payment No. _____.

CONTRACTOR

BY: _____

ITS: _____ President

DATE: _____

Witnesses

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____

(Signature of Notary)

NAME: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Commissioner No.: _____

EXHIBIT A - PPW2598JA

EXHIBIT C: SUBCONTRACTOR LIST

Agreement # _____

Contractor: _____

[illegible]

EXHIBIT A - PPW2598JA

EXHIBIT D - STATEMENT OF WORK (SOW) FORM

AGREEMENT #: _____ SOW#: _____ DEPT/DIV: _____

PURCHASE ORDER #: _____ REQUEST DATE: _____

CONTRACTOR: _____

CITY REQUESTED COMPLETION DATE: _____

***COLUMNS TO BE COMPLETED UPON COMPLETION OF WORK**

CONTRACT ITEM NUMBER	LOCATION/ DESCRIPTION OF WORK	EST QTY & UOM	UNIT PRICE	EST EXTENDED PRICE	*ACTUAL QUANTITY	*ACTUAL EXTENDED PRICE
		ESTIMATED SOW		ACTUAL SOW		
	TOTAL SOW	\$		\$		

CONTRACTOR: START DATE: _____ COMPLETION DATE: _____

SOW Estimate Provided By:

SOW Estimate Accepted and Authorize Work:

Contractor's Signature

City Representative's Signature

Print Contractor's Name

Print City Representative's Name

BELOW TO BE COMPLETED UPON COMPLETION OF WORK – CITY REPRESENTATIVE CERTIFIES ALL WORK HAS BEEN COMPLETED, INSPECTED AND ACCEPTED.

CITY REPRESENTATIVE SIGNATURE _____

DATE OF ACCEPTANCE

CONTRACTOR'S SIGNATURE _____

DATE _____

*****THIS COMPLETED FORM MUST BE SUBMITTED WITH ALL PAYMENT APPLICATIONS*****



INTEROFFICE MEMORANDUM

To: Bryan Clemons, Anne Heinen and Kristin Simeone
 From: Cassandra Price, Purchasing Agent II
 Date: June 27, 2023
 Subject: AGREEMENT #F2020107/SVC-ASPHREJ/2021 - PRICE ADJUSTMENT
 EFFECTIVE DATE OF ADJUSTMENT: July 1, 2023
 AWARDED VENDOR: Pavement Technology, Inc.

Pavement Technology has requested a price increase of 11.32% (\$1.18). The maximum percentage increase stated in Article 7.C.1a of the Agreement for asphalt rejuvenation application services is 5%. The Consumer Price Index for "All items" and the index for "Energy items" for the period April 2021 through April 2022 is 4.4% and -12.6%. Procurement proposed a 4.72% (\$1.11) increase, and Pavement Technology declined. This price increase, if accepted, will become effective July 1st, 2023.

JUL27 23 2:08PM

This is the second increase requested by the vendor for this contract and the only increase allowed for the third year of the initial period. The estimated annual expenditure on this contract is \$22,664.70; with the 11.32% increase, the average annual expenditure will be \$25,230.34; the proposed increase is reflected in the unit prices shown below.

Item	Description	UOM	Unit Price
1	Sealing w/Asphaltic Rejuvenation Agent, furnished and installed per Specifications	Square Yard	\$0.90 \$1.06 \$1.18
2	Minimum Square Yards of Asphaltic Rejuvenation Agent Required to Mobilize	Square Yard	25,000

Sole Respondent on previous & current contract. Reminders to Review pricing in 6 months

Please advise of your acceptance of the increase.

APPROVED

By Bryan Clemons at 11:41 am, Jul 27, 2023

Bryan Clemons

Accept: ☒ Yes ☐ No Date: _____

[Signature]
 Anne Heinen, Procurement Manager

Accept: ☒ Yes ☐ No Date: _____

Kristin Simeone, Finance Director

Accept: ☒ Yes ☐ No Date: _____

[Signature]
 Gregory Murray, City Manager

Accept: ☒ Yes ☐ No Date: 8/3/2023

Pavement Technology, Inc.

24144 Detroit Rd.
Westlake, Ohio 44145

Phone: 800-333-6309 440-892-1895
Fax: 440-892-0953

June 17, 2023

Ms. Julie Rogan-Strutter
Sr. Purchasing Agent
The City of Punta Gorda
Procurement Division
326 West Marion Ave.
Punta Gorda, FL 33950

Re: AGREEMENT #F2020107/SVC-ASPHREJ/2021 - (The City of Punta Gorda & Pavement Technology, Inc)

The initial Agreement period 6/17/2021 through 6/16/2024.

Dear Ms. Strutter:

Pavement Technology, Inc. (PTI) is pleased to continue our long partnership with The City of Punta Gorda helping the City to continue to meet your sustainable infrastructure goals. As we approach the third year of said contract, our firm, like others, continues to face the lagging effects in all construction related costs which have skyrocketed since 2021. Elevated costs related to materials, shipping, production and human capital costs are plaguing the entire construction industry.

Included herein please find an updated chart of the U.S. Federal Highway Administration (FHWA) National Highway Construction Cost Index (NHCCI). The NHCCI best represents the cost pressures felt by all participants in the road construction industry. The FHWA Cost Index has risen from 2.28 as of 1Q22 to 2.79 as of 1Q23, representing a 22.4% year/year increase.

We proposed an increase of about one half of that index increase equating to \$0.12 cents per square yard for Reclamite® Asphalt Rejuvenating Services for a new total square yard price of \$1.18 for the coming contract year.

We recognize these are difficult times for both service providers and agencies and the long-term value of our shared goals as partners. The above cost increase is already discounted from the actual Federal Highway Construction Index escalation. We find that \$1.18 per square yard is the lowest price we can offer while maintaining our long-established level of service to our customers.

We have included data on the Consumer Price Index that you referenced in your reply. As can be seen the categories used to develop this index change are dependent on average life style costs like housing, food, medical etc. These categories have a much lesser impact on highway construction costs. This is the reason behind the Federal Highway Department's continual updating of their National Highway Construction Cost Index.

Thank you for your review and consideration of our request for a price increase.

Sincerely,

Colin M. Durante

Colin M. Durante
President
cdurante@pavetechinc.com
800-333-6309
www.pavetechinc.com

Cc: Ms. Cassandra Price, Contract Administrator, The City of Punta Gorda
Mr. Ken Carpenter, Senior Technical Representative

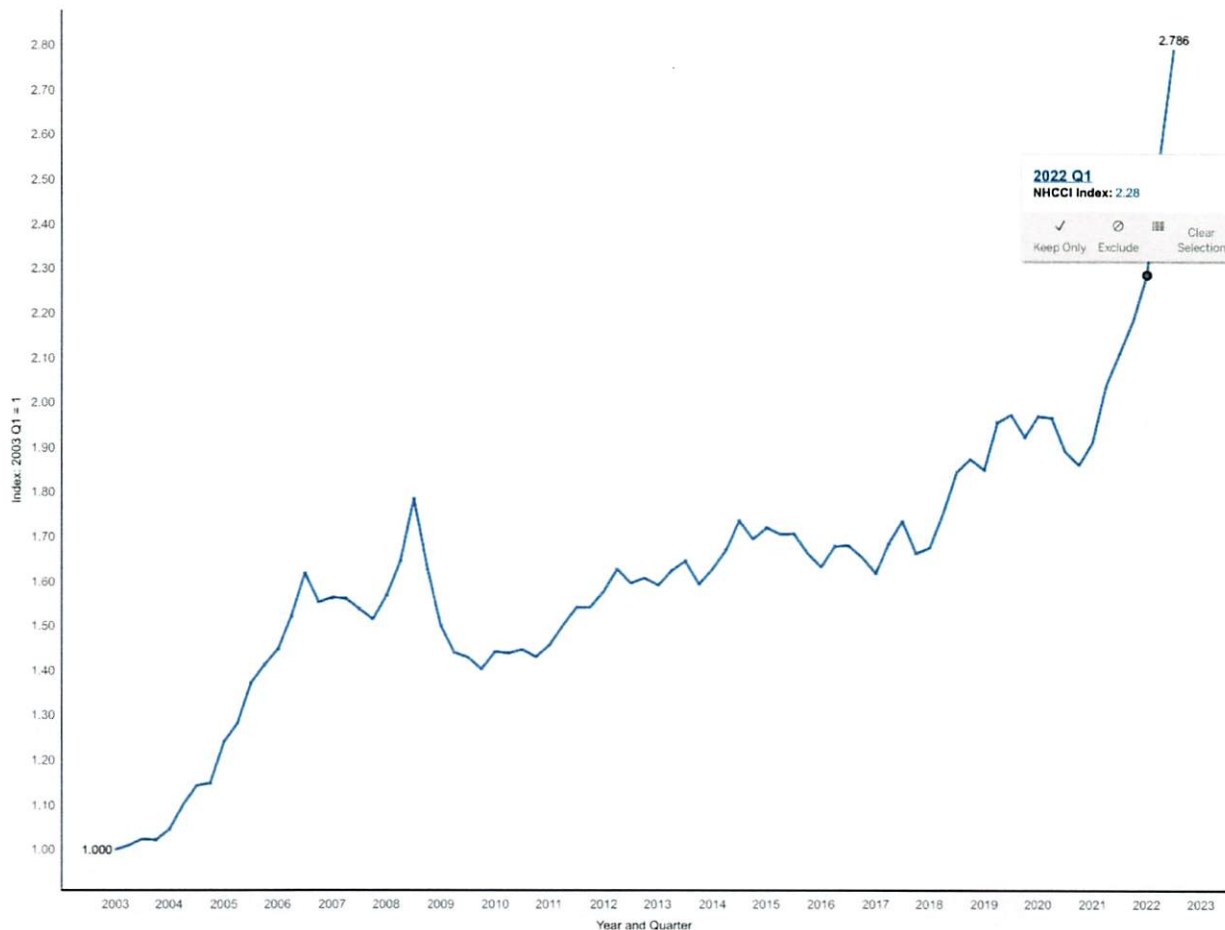


U.S. Department of Transportation
Federal Highway Administration

National Highway Construction Cost Index (NHCCI)

Select Year and Quarter:

2003 Q1 - 2022 Q3



2022 Q3 index is preliminary.
2022 Q1 and 2022 Q2 indexes are revised.

$$\text{Inflation Rate} = \frac{\text{New CPI} - \text{Prior CPI}}{\text{Prior CPI}} \times 100$$

The inflation rate can be calculated for a given month or annual period; in either case, the appropriate new and prior period must be selected. The inflation rate is reported as a percentage and is often positive (assuming current market prices are appreciating).



Investopedia / Maddy Price

Consumer Price Index (CPI) Categories

The [monthly CPI release](#) from the BLS leads with the change from the prior month for the overall CPI-U as well as its key subcategories, along with the unadjusted change year-over-year. The BLS detailed tables show price changes for a variety of goods and services organized by eight umbrella spending categories.

EXHIBIT A - PPW2598JA

Subcategories estimate price changes for everything from tomatoes and salad dressing to auto repairs and sporting events tickets. Price change for each subcategory is provided with and without [seasonal adjustment](#).^[6] In addition to the national CPI indexes, BLS publishes CPI data for U.S. regions, sub-regions, and major metropolitan areas. The metro data is subject to wider fluctuations and is useful mainly for identifying price changes based on local conditions.^[12]

The table below represents the CPI basket weighted distribution amongst the eight major expense categories. Be mindful that some subcategories may be difficult to spot within their major categories. For example, automobiles are classified under commodities.^[13]

CPI Categories by Weight as of May 2023

Group	Weight
Housing	34.5%
Food	13.4%
Transportation	5.9%
Commodities	21.3%
Health Care	6.4%
Energy	7.0%
Education	4.8%
Other Expenses	6.7%
Total Expenses	100%

Source: Bureau of Labor Statistics

EXHIBIT A - PPW2598JA

Solicitation #F2020107/SVC-ASPHREJ/2021

Specification Responses

Specification Responses				Pavement Technology,		Pavement Technology,	
				Sole Response		Previous contract was solicited 5/21/2015 with Pavement Tech, being the sole bidder. Contractor did not request any price adjustments for the life of the contract. CPI Index increase for all items for the contract period is 26.321%	
	Submittal Components			11.11% Increase to previous contract pricing.			
	On-Line / Hardcopy	Hardcopy					
	Bidders Response Form	Yes					
	Non-Collusion Form	Yes					
	Legal Business	Yes					
	Scrutinized Companies	Yes					
	eVerification	Yes					
Line	Description	UOM	EST QTY	Unit	Extended	Unit	Extended
1	Cost per SY for Construction Sealing w/Asphaltic Rejuvenation Agent, furnished and installed per Specifications	SY	37,181	\$0.90	\$33,462.90	\$0.81	\$30,116.61
2	Minimum SY of Asphaltic Rejuvanation Agent Required to Mobilize	SY	25,000				
	TOTAL UNIT PRICE				\$0.90		\$0.81
	TOTAL EXTENDED PRICE				\$33,462.90		\$30,116.61
	MAXIMUM PERCENTAGE INCREASE:						
	2nd Yr Max % Increase			5%			
	2nd Yr Max Extended Price				\$ 35,136.05		
	3rd Yr Max % Increase			5%			
	3rd Yr Max Extended Price				\$ 36,892.85		
	MAXIMUM EST EXT PRICE - 3 YEARS				\$105,491.79		
	RESPONSE TIME w/SOW			2 days			
	PAYMENT TERM			Net 30			
	Pcards accepted?			No			
	If Pay Discount apply to Pcards?			No			

Contract evaluation to show sole respondent.