

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20030564

1. REQUESTED MOTION:

ACTION REQUESTED: Approve the utilization of piggybacking from City of Tampa, Bid No. 71012402, for Hot In-Place Recycling, with Hot In Place Paving, LLC, for the Paving of Stringfellow, in the amount of \$1,125,000.00.

WHY ACTION IS NECESSARY: In accordance with the Lee County Contract Manual, approved by the Board on September 25, 2001, Section 5. Unique Services, 5.0 Piggybacking, the Board must approve all piggyback services over \$50,000.00.

WHAT ACTION ACCOMPLISHES: By allowing the Department to piggyback onto the City of Tampa contract it will allow Lee County Transportation to pave approximately 300,000 SY to Stringfellow Blvd as quickly as possible.

2. DEPARTMENTAL CATEGORY:

02. Transportation

COMMISSION DISTRICT #:

C9B

3. MEETING DATE:

06-03-2003

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

5. REQUIREMENT/PURPOSE:
(Specify)

- STATUTE
- ORDINANCE
- ADMIN. CODE *AC-4-4*
- OTHER

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER
- B. DEPARTMENT *Transportation*
- C. DIVISION
- BY: *Scott Gilbertson, Director*

7. BACKGROUND:

The Contracts Management office received a request from Lee County Dept. of Transportation to utilize piggybacking from the City of Tampa, Bid No.#B71012402, for Hot-In-Place Paving for approximately 300,000 SY on Stringfellow Blvd.

Section 5: Unique Services, 5.0 Piggybacking, of the Lee County Contract Manual allows Lee County to Utilize the bids of other Governmental entities as long as the procurement has gone through their competitive bidding process.

Lee County Transportation and Contracts Management have reviewed and verified the documents used. In addition, permission is allowed per the City of Tampa's bid for piggybacking. Therefore, approval is requested to utilize piggybacking from the City of Tampa's bid, which has gone through their formal bid process, for Hot-In-Place Paving. Lee County will utilize this bid to pave Stringfellow Blvd., with Hot In Place Paving, LLC. in the amount of \$1,125,000.00

The contractors will be required to execute the County's standard Construction Contract, and provide a public construction bond and insurance.

Funds are available in accounts: 20468330700.506540

- Attachments: 1. Department request to piggyback
2. City of Tampa Bid and Contract

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
					OA	OM	Risk	GC	
<i>[Signature]</i> 5/13/03 5-5-03	<i>[Signature]</i> 5/13/03	N/A	<i>[Signature]</i> 5/14/03	<i>[Signature]</i> 5/14/03	<i>[Signature]</i> 5/14/03	<i>[Signature]</i> 5/14/03	<i>[Signature]</i> 5/14/03	<i>[Signature]</i> 5/14/03	<i>[Signature]</i> 5-5-03

10. COMMISSION ACTION:

APPROVED
62-7-29
MAY 14 2003
DEFERRED
PUBLIC UTILITIES
RECEIVED

Rec. by CoAtty
Date: *5/14/03*
Time: *11:25 am*
Forwarded To:
City Admin
5-14-03

RECEIVED BY
COUNTY ADMIN. *[Signature]*
5-14-03
2:00
COUNTY ADMIN.
FORWARDED TO:
5/15/03

From: Randy Cerchie
To: Gilbertson, Scott
Date: 4/23/03 8:49AM
Subject: HIP / Hot in Place Paving of Stringfellow Rd.

Scott,

Cindy Logan needs an e-mail from you saying its ok to piggy back off an existing City of Tampa contract to use HIP on Stringfellow, as we have discussed. The contract is based on 300,000 sy at \$3.75/sy = approx. \$1,125,000. HIP (Hot in Place Paving, L.L.C.) will be doing the work. I have a package of info regarding this work to give to Cindy, including letters from Tampa and HIP saying its ok to piggy back. We will fund it through #4683, road resurfacing, as we planned. If you have no objections, please foreward this to Cindy with your acceptance.

Thanks

CC: Logan, Cynthia



CITY OF TAMPA

Purchasing Department

Joan Tronco McConnell
Director of Purchasing

January 7, 2002

INVITATION TO BID

Sealed Bids for the furnishing of: **BID NO. 71012402, HOT IN-PLACE RECYCLING** will be received by the Director of Purchasing, City of Tampa, until **2:30 P.M., JANUARY 24, 2002**, to be opened and read.

Attached are important instructions and specifications regarding responses to this invitation. **Failure to follow these instructions could result in your bid being disqualified.**

Technical questions regarding this bid should be referred to:

KEN HOLTON - (813) 274-7344

STATEMENT OF NO BID

If you do not intend to bid, please complete the information below and return this form with the bid number and bid title clearly marked on the front of the envelope no later than the opening date indicated above. Please be advised that if the "no bid" statement is not executed and returned, your name may be deleted from the list of qualified bidders for the City of Tampa.

We decline to bid for the following reasons:

- Insufficient time to respond; schedule will not permit us to perform.
- Unable to meet specifications; we do not offer this product or an equivalent.
- Unable to meet Bond, Insurance, or MSDS requirements.
- Specifications unclear, too tight, or other reason.
- Reason for declining on attached sheet.

Company Name: H.I.P. HOT-IN-PLACE PAVING, L.L.C. Date: JANUARY 22/02

Telephone No: (800)272-0529 Signature: _____
Frank Crupi, President

Return completed form to: . Purchasing Department
Bid Control Division
Municipal Plaza, 2nd Floor
306 E. Jackson Street
Tampa, Florida 33602

INSTRUCTIONS TO BIDDER

EXECUTED, SEALED BID: Submit the original and two copies of the bid response form, the Bidder's Affirmation and Declaration form and any other requested forms or documents furnished by the City in the bid package. Documents must be executed by an original signature of an authorized representative of the Bidder.

Bidders obtaining bid documents via the City's Web site on the Internet are responsible for revisiting the web site to obtain Addenda that may be issued. Addenda will be posted at least five days prior to the opening date. Bidders registered as obtaining printed bid documents directly from the City's Purchasing Office will receive Addenda via mail or facsimile.

Submission of bid responses by mail, hand delivery or express mail must be in a sealed envelope with the Bidder's name and return address indicated. Type or print the Bid Number and Bid Title on the carrier envelope. Address the bid envelope as follows:

Purchasing Department
Bid Control Division
Municipal Plaza, 2nd Floor
306 E. Jackson Street
Tampa, Florida 33602

(This address is appropriate for mailing,
hand delivery
and express mail.)

Bids may be submitted electronically via the Internet as an attachment to an email addressed to BidControl@ci.tampa.fl.us. The subject line of the email should include the bid number.

Verification of the City's receipt of a bid submitted by email is the sender's responsibility. Failure of the City to receive such bid by the date and time specified on the Invitation to Bid will result in non-consideration and return of such bid.

Bids shall be accepted no later than the time and date specified on the **INVITATION TO BID**. The Bid Opening shall be thereafter and open to the Public. All bids received after that time shall not be opened and will be returned to the Bidder. Offers by telegram, telephone or transmitted by facsimile (FAX) machine are not acceptable. No bid may be withdrawn or modified after the time fixed for the opening of bids.

Bid tabulations (results) will not be disclosed over the telephone. If you wish to have a copy of the tabulation; enclose a self-addressed, stamped envelope with the bid response.

The bid documents contain a General Conditions Section and may, in most cases, contain a Technical Specification Section. General Conditions contain general requirements and Technical Specifications detail the score of the goods and/or services requested. The Technical Specifications shall always govern whenever there appears to be a conflict.

The Bidder is expected to carefully examine the entire bid package, including but not limited to the all provisions, terms, and conditions. **Failure to do so will be at the Bidder's risk.**

GPC LISTING

SW Florida Water Management District
Sonny Vergara, Executive Director
2379 Broad Street
Brooksville, FL 33512-9712
800-423-1476 – Telephone
352-754-6874 – Fax
sonny.vergara@SWFWMD.state.fl.us

Hillsborough County Sheriff's Office
J. H. Shillady, Fiscal Officer
P.O. Box 3371
Tampa, FL 33601
813-247-8033 – Telephone
813-247-8246 – Fax
jshillady@hcsotampa.fl.us

City of Plant City
Phil Waldron, City Manager
Drawer "C"
Plant City, FL 33564
813-659-4200 – Telephone
813-659-4206 – Fax
citymanager@plantcitygov.com

Tampa Port Authority
Mike Macaluso, Deputy Port Director-Finance
P.O. Box 2192
Tampa, FL 33601
813-905-5164 – Telephone
813-905-5109 – Fax
mmacaluso@tampaport.com

Hillsborough County Aviation Authority
Doug Hanlon, Purchasing Manager
P.O. Box 22287
Tampa, FL 33622
813-870-8700 – Telephone
813-875-6670 – Fax
dhanlon@tampairport.com

Hillsborough Area Regional Transit Authority
Sharon Dent, Director
4305 E. 21st Street
Tampa, FL 33605
813-623-5835 – Telephone
813-664-1119 – Fax
dents@hartline.org

Hillsborough Community College
Paul Johnson, Director of Purchasing
39 Columbia Drive
Tampa, FL 33606
813-253-7060 – Telephone
813-253-7561 – Fax
P.Johnson@hcc.cc.fl.us

State Attorney's Office
Mark Ober, State Attorney
800 E. Kennedy Blvd., 5th Floor
Tampa, FL 33602
813-272-5400 – Telephone
813-272-7014 – Fax
Ober_M@SAO13th.com

Hillsborough County Purchasing
Lula Banks, Director
P.O. Box 1110
Tampa, FL 33601
813-272-5790 – Telephone
813-272-6290 – Fax
purchasing@hillsboroughcounty.org

City of Temple Terrace
Judy Crutcher, Assistant Purchasing Agent
P.O. Box 16930
Temple Terrace, FL 33687
813-989-7100 – Telephone
813-989-7185 – Fax
jcrutcher@templeterrace.com

Hillsborough County School Board
Hank Morbach
P.O. Box 3408
Tampa, FL 33601
813-272-4000 – Telephone
813-272-4007 – Fax
hank.morbach@sdhc.k12.fl.us

Tampa Sports Authority
Joe Haugabrook, Director of Purchasing
4201 N. Dale Mabry Highway
Tampa, FL 33622
813-673-4300 – Telephone
813-673-4312 – Fax
jhaugabrook@tampasportsauthority.com

City of Tampa Housing Authority
Jerome Ryals, Executive Director
1514 Union Street
Tampa, FL 33607
813-253-0551 – Telephone
813-4522 – Fax
jeromer@THAFL.com

University of South Florida
Tom Dibella, Director of Purchasing
Division of Procurement
Adm 185
Tampa, FL 33620
813-974-2481 – Telephone
813-974-5362 – Fax
tdibella@admin.usf.edu

"OCCUPATIONAL HEALTH AND SAFETY"

In compliance with Chapter 442, Florida Statutes, any items delivered from a Award resulting from this Bid must be accompanied by a Material Safety Data Sheet (MSDS). The MSDS must be maintained by the user agency and must include the following information:

- (a) The Chemical name and the common name of the toxic substance.
- (b) The hazards or other risks in the use of the toxic substance, including:
 1. The potential for fire, explosion, corrosively, and reactivity;
 2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 3. The primary routes of entry and symptoms of overexposure.
- (c) The proper precautions, handling practices, necessary personnel protective equipment, and other safety precautions in the use of, or exposure to, the toxic substances, including appropriate emergency treatment in the case of overexposure.
- (d) The emergency procedure for spills, fires, disposal, and first aid.
- (e) A description, in lay terms, of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- (f) The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

Any questions regarding this requirement should be directed to:

DEPARTMENT OF LABOR AND EMPLOYMENT SECURITY, Bureau of Industrial Safety and Health, Toxic Waste Information Center, 2551 Executive Center Circle West, Tallahassee, FL 32301-5014, Telephone: 1-800-367-4378.

INSURANCE REQUIREMENTS

During the life of the award, the Awardee shall provide, pay for, and maintain with companies satisfactory to the City the types of insurance described herein. All insurance shall be from responsible companies duly authorized to do business in the State of Florida. All liability policies shall provide that the City is an additional insured as to the operations of the Awardee under the award and also shall provide the Severability of Interest Provision. In lieu of the additional named insured requirement, if the Awardee's company has a declared existing policy which precludes it from including additional insureds, the City may permit the Awardee to purchase an Owners and Awardees Protective Liability policy. Such policy shall be written in the name of the City at the same limit as is required for General Liability coverage. The policy shall be evidenced on an insurance binder which must be effective from the date of issue until such time as a policy is in existence and shall be submitted to the City in the manner described below as applicable to certificates of insurance. The insurance coverages and limits required must be evidenced by properly executed Certificates of Insurance on forms which are to be furnished by the City. Each Certificate must be personally manually signed by the Authorized Representative of the insurance company shown in the Certificate with proof that he/she is an authorized representative thereof. Thirty days' written notice by registered or certified mail must be given the City of any cancellation, intent not to renew, or reduction in the policy coverages, except in the application of the aggregate liability limits provisions. Should any aggregate limit of liability coverage be reduced, it shall be immediately increased back to the limit required by the award. The insurance coverages required herein are to be primary to any insurance carried by the City or any self-insurance program thereof.

Within 10 working days of receipt of notification of intent to award, the successful Bidder shall provide the City of Tampa Purchasing Department the required insurance on the City Insurance Form. Failure to furnish by the 10th working day may disqualify Bidder as non-responsible, unless the due date is extended by the Director of Purchasing or her Designee.

The City may waive any or all of these requirements based on the specific nature of goods or services to be provided under the award.

- a. **Worker's Compensation and Employer's Liability Insurance** shall be provided for all employees engaged in the work under the award, in accordance with the laws of the State of Florida. The amount of the Employer's Liability Insurance shall be not less than the amount specified.
- b. **Commercial General Liability Insurance** Coverage shall also include Personal Injury, Awardees, Broad Form Property Damage, including Completed Operations and Products. Completed operations Liability coverage must be maintained by the Awardee for a minimum of one (1) year following completion of its work.
- c. **Automobile Liability Insurance** shall be maintained in accordance with the laws of the State of Florida, as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles.

The Awardee will be required to provide and pay for the following:

The letter preceding the limits of coverage indicates the insurance required for the type of award based on Total Proposal Price.

A = \$25,000 or less

B = \$25,001 to \$100,000

C = \$100,001 to \$1,000,000

The limits of coverage of the insurance shall be not less than the following:

1. **Worker's Compensation and Employer's Liability Insurance:**

Worker's Compensation	(A) (B) (C)	Florida Statutory Requirements
Employer's Liability	(A) (B) (C)	\$ 100,000 Limit Each Accident
	(A) (B) (C)	\$ 500,000 Limit Each Accident
	(A) (B) (C)	\$ 500,000 Limit Disease Aggregate
	(A) (B) (C)	\$ 100,000 Limit Disease Each Employee
	(A) (B) (C)	\$ 500,000 Limit Disease Each Employee

2. **Commercial General Liability Insurance:**

Bodily Injury & Property	(A)	\$ 500,000 Combined Single Limit Damage Liability Each Occurrence
	(B)	\$1,000,000 Combined Single Limit Each Occurrence
	(C)	\$2,000,000 Combined Single Limit Each Occurrence

3. **Automobile Liability Insurance:**

Bodily Injury & Property	(A)	\$ 300,000 Combined Single Limit Damage Liability Each Accident
	(B)	\$1,000,000 Combined Single Limit Each Accident
	(C)	\$2,000,000 Combined Single Limit Each Accident

**GENERAL CONDITIONS
FOR HOT IN-PLACE RECYCLING**

1. SCOPE AND CLASSIFICATION

1.1 SCOPE. This specification describes Hot In-Place Recycling for the use of the Department of Public Works/Transportation Division of the City of Tampa.

1.2 CLASSIFICATION. The classification shall be as contained in the technical portion of this specification listed herein below.

2. QUALITY ASSURANCE PROVISIONS

2.1 TEST AND INSPECTION. It shall be the Awardee's responsibility to perform all of the tests and inspections required by this specification, unless otherwise stated in the award. The City of Tampa reserves the right to perform any of the tests and inspection requirements where said tests and inspections are needed to further determine compliance with this specification.

2.2 QUALITY AND QUALITY CONTROL. A system of test and inspection shall be used to insure receipt of the quality and quantity of material(s)/service(s) purchased. Material(s)/service(s) will be promptly inspected and any discrepancies from the purchase order and/or the supplier's invoice shall be reported immediately to the Director of Purchasing.

2.3 HOLD HARMLESS. The Awardee shall agree to release, indemnify, and hold harmless the City of Tampa from and against any and all liabilities, claims, suits, damages, charges, or expenses (including attorney's fees, whether at trial or appeal) which the City may suffer, sustain, incur, or in any way be subjected to by reason of or as a result of any act negligence, or omission on the part of the Awardee, its agent or employees, in the execution or performance of the obligations assumed under or incidental to, the award into which the Awardee and the City will enter, except when caused solely by the fault, failure, or negligence of the City, its agents, or employees.

3. AWARDEE LIABILITY

3.1 NEXT LOW BIDDER. In the event of default by the Awardee, the City of Tampa reserves the right to utilize the next lowest Bidder as the new Awardee. In the event of this occurrence, the next lowest Bidder, if it wishes the award, shall be required to provide the bid items at the prices as contained on its proposal or bid for this specification.

4. CONDITIONS

4.1 AUTHORIZATION. All orders shall be placed via City of Tampa Purchase Orders, or as releases against a City of Tampa "Open" Purchase Order. As relating to the Government Purchasing Council of Hillsborough County, any member may place orders as dictated by its individual entity's preference.

4.2 FURNISHING BID ITEMS. Award items are to be furnished on an "as needed, when needed basis" during the life of the award.

4.3 BRAND INDICATION. Where same is applicable, all Bidders shall clearly indicate manufacturer/trade name and identifying number in the space provided within the attached proposal of this specification and invitation for bid.

4.4 ALTERNATE BIDS. Bidders shall, as to each item, submit only one bid for the specified material(s)/service(s). The offer of an alternate material(s)/service(s) for any item shall, for the purpose of evaluation of bids, be construed as a refusal to bid on the material(s)/service(s) specified.

The determination as to whether any alternate material(s)/service(s) bid is or is not equal to the material(s)/service(s) specified as a standard shall be made by the City, and such determination shall be final and binding upon all Bidders.

4.5 PENALTIES. The City of Tampa reserves the right to increase or decrease quantities shown without penalty.

4.6 ADDITION/DELETION. The City of Tampa reserves the right to add to or delete any item from this bid or resulting award when deemed to be in the best interest of the City of Tampa.

4.7 QUANTITIES. The City shall not be required to purchase any minimum or maximum quantities during the term of any award resulting from this specification.

4.8 SUBSTITUTION. The Awardee shall not substitute items for like items without the approval of the City. Any violation of such procedures may result in a possible award cancellation. All approved substitutes shall be annotated as such on the Awardee's shipping document(s).

4.9 LOCATIONS. The City of Tampa reserves the right to add any additional location(s) to this award that requires the same scope of services as specified herein. The City also reserves the right to delete or remove any location(s) from this award.

4.10 BID PRICES. Bid prices shall be firm and shall not be amended after the date and time of the bid opening. Any attempt by the Awardee to amend said bid prices shall constitute default as outlined in this specification.

Prices quoted in the Proposal and Bid Response form shall include all shipping costs, shipped F.O.B. Tampa, Florida or to the facility location specified by the requestor or the purchase order.

All taxes of any kind and character payable on account of the work done and materials furnished under the award shall be paid by the Awardee and shall be deemed to have been included in the bid. The Laws of the State of Florida provide that sales tax and use taxes are payable by the Awardee upon the tangible personal property incorporated in the work and such taxes shall be paid by the Awardee and shall be deemed to have been included in the bid. The City is exempt from all state and federal sales, use, transportation and excise taxes.

Award prices include all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the work. Whenever the Awardee is required or desires to use any design, device, material or process covered by letters of patent or copyright, the Awardee shall indemnify and save harmless the City, its officers, agents and employees from any and all claims for infringement by reason of the use of any such patented design, tool, material, equipment, or process, to be performed under the Award, and shall indemnify the said City, its officers, agents, and employees for any costs, expenses and damages which may be incurred by reason of any infringement at any time during the prosecution or after the completion of the work.

4.11 BID EVALUATION. The evaluation of bids and the determination as to equality of material(s)/service(s) offered shall be the responsibility of the City of Tampa and will be based on information furnished by the Bidder.

4.12 ERROR IN BID CALCULATION. In the event there shall be a discrepancy between the stated total bid and the corrected sum of the correct multiplication of the stated unit price and the quantity specified, the corrected sum shall be considered the bid price.

4.13 BASIS OF AWARD. The City of Tampa reserves the right to award this bid by aggregate total. To be considered lowest responsive, responsible Bidder by aggregate the Bidder shall have to bid on all items.

Award Criteria/Responsibility. The award will be made to the lowest responsive, responsible Bidder. To determine the responsibility of the monetary Bidder, the City may request and review documentation relative to the ability of the Bidder to satisfactorily perform the work specified in a first class manner as well as documentation of its experience; the financial condition of the Bidder from a current financial report and the Bidder's credit rating; whether the Bidder has ever been declared in default of an award; the Bidder's insurability, eligibility for bonding; and any/all pertinent information deemed necessary to determine said responsibility.

An award will be made, if at all, within 120 days after opening of the bids.

4.14 AWARD PERIOD AND RENEWAL. The award period shall be for a one-year period from the effective date of the awarding or approving Resolution, and may, by mutual written agreement, be renewed at the same terms and conditions for two additional one-year periods.

4.15 PRICE ESCALATION. The City of Tampa will allow a price escalation provision within this award.

The original bid prices shall be firm for a 1-year minimum period. A price escalation/de-escalation will be allowed 1-year after the beginning of the award period and at 1-year intervals thereafter, provided the Awardee notifies the City of Tampa, in writing, of the pending price escalation/de-escalation a minimum of 60 days prior to the effective date of the price escalation/de-escalation. In the case of a price escalation, said notification shall include each individual item, the amount of the price escalation and the applicable City of Tampa commodity code number. The price escalation percentage change shall not exceed the previous one-year's percentage change of the Consumer Price Index published by the United States Bureau of Labor Statistics. Failure to comply with these instructions shall be grounds for disallowance of a price escalation as allowed herein.

If, at the point of exercising the price escalation provision, market media indicators show that the prices have decreased, and that the Awardee has not passed the decrease on to the City of Tampa, the City reserves the right to place the Awardee in default, cancel the award, and remove the Awardee from the City of Tampa Bidders List for a period of time deemed suitable by the City. In the event of this occurrence, the City of Tampa further reserves the right to utilize any and/or all options as stated herein.

4.16 PERFORMANCE. The Awardee may be required to furnish evidence in writing that they maintain permanent places of business and have adequate equipment, finances, personnel, and inventory to furnish the items offered satisfactorily and expeditiously, and can provide necessary services.

4.17 INSURANCE. The Awardee shall maintain insurance coverage in compliance with the City of Tampa Insurance requirements for the duration of any award period resulting from this bid.

Proof of said insurance coverage shall be provided on a City of Tampa Insurance Certificate. An original Certificate will be provided to the Awardee at the time of notification of award. This Certificate must be returned to the address specified within ten working days after receipt. Failure to do so may result in a non-responsive bid, and an award will be made to the next lowest responsive, responsible Bidder.

4.18 INSPECTION. The City of Tampa reserves the right to inspect the Bidder's place of business and equipment prior to awarding any award to determine the responsibility of said Bidder to perform or provide the requirements of the bid request.

4.19 AWARD CHANGES. No changes, over the award period, shall be permitted unless prior written approval is given by the Director of Purchasing and, where applicable, confirmed by resolution of the City Council of the City of Tampa.

No Awardee shall assign the award or any rights or obligations thereunder without the written consent of the City. In the event of such approved subAwarding, the Awardee agrees to provide the City with written documentation relative to the SubAwardee(s) employed in this award, including but not limited to the SubAwardee's W/MBE and Equal Employment Opportunity/Affirmative Action status.

4.20 DEFAULT/RE-AWARD. Any award resulting from this specification may be cancelled by the Director of Purchasing in whole or in part by written notice of default to the Awardee upon non-performance or violation of award terms, including the failure of the Awardee to deliver materials or services within the time stipulated in this specification, unless extended in writing by the Director of Purchasing. In the event an award is cancelled because of the default of the Awardee, the Director of Purchasing may: (i) purchase the materials or services specified in this specification on the open market; or (ii) make an award to the next lowest bidder and establish the period of such award, provided such period is no longer than the award period set forth in this specification.

4.21 CANCELLATION. When deemed to be in the best interest of the City of Tampa, any awards or Awards resulting from this specification may be cancelled by the following means:

4.21.1 10-day written notice with cause; or

4.21.2 30-day written notice without cause.

4.22 REJECTION. The City of Tampa reserves the right to cancel, reject any and/or all bids, or to waive any irregularities and accept that bid which is the lowest and best.

4.23 PAYMENT. Full payment will be made by the City after receipt and acceptance of materials/services and invoices and normal processing time—approximately 30 days in total. The City does not pay service charges on late payments; however, the City is subject to Florida's Prompt Payment Act. (See Section 218.70 - 218.79, Florida Statutes.)

4.24 GOVERNMENT PURCHASING COUNCIL. Hillsborough County Government Purchasing Council members, may at their discretion or option, utilize this bid as they require. Estimated quantities for Hillsborough County GPC members have not been included in the Bid Response form. Purchases by these entities may increase the value of the award. A list of the members of the GPC is contained within this bid document.

4.25 USE OF STATE AWARD OR GPC BIDS. The City of Tampa reserves the right to utilize applicable State of Florida Awards or GPC Bids for any items covered by this specification when the use of same is in the best interest of the City of Tampa.

4.26 CONVICTED VENDOR LIST (PUBLIC ENTITY CRIME). A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a Award to provide any goods or services to a public entity, may not submit a bid on a Award with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Awardee, supplier, subAwardee, or consultant under a Award with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. [See Florida State Statute 287.133 (2)(a)]

4.27 TECHNICAL QUESTIONS. Questions regarding specific items or order quantities should be directed to Ken Holton at (813) 274-7344.

4.28 MATERIAL SAFETY DATA SHEETS. Where applicable, Material Safety Data Sheet (MSDSs) shall be submitted by the Awardee(s), with the first purchase request, to the City of Tampa.

5. AFFIRMATIVE ACTION

The City of Tampa requires that all awards exceeding or that can be reasonably expected to exceed a total of \$10,000.00 over any period, when the Bidder has fifteen or more employees; and/or all awards exceeding or that can be reasonably expected to exceed a total amount of \$50,000.00 over any period and regardless of the number of employees must comply with the City's Equal Employment Opportunity and Affirmative Action Ordinance.

An Affirmative Action Program means a written, results-oriented program meeting the requirements of all applicable regulations, whereby an Awardee or SubAwardee makes a good-faith effort to employ women and minorities at all levels of employment, and to treat employees equally without regard to their status as a woman or as a minority.

An Affirmative Action Plan is defined as a written narrative plan designed to remedy the effects of underutilization and past discrimination and to assist an employer to achieve its employment goals for women and minorities through good-faith efforts in all areas of employment and Awarding.

Affirmative Action Programs are reviewed and approved by the City's Women and Minority Business Enterprises (W/MBE) Office. Upon approval of an affirmative action program, a certificate of approval, valid for two years, shall be issued to the Awardee.

EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS. During the period of this award, said Awardee agrees as follows:

(a) The Awardee shall not discriminate against any employee, or applicant for employment, because of race, religion, color, sex, national origin, sexual orientation, age, handicap, familial status, or marital status. As used herein, the words "shall not discriminate" shall mean and include without limitation the following:

Recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.

The Awardee agrees to, and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the awarding officers setting forth the provisions of the EEO clause.

(b) The Awardee shall, in all solicitations or advertisements for employees, placed by or on behalf of the Awardee, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, sexual orientation, age, handicap, familial status, or marital status.

(c) The Awardee shall send to each labor union or representative of workers with which the Awardee may have a collective bargaining agreement or other Award or understanding a notice advising the labor union or workers' representatives of the Awardee's commitments under the City's equal employment opportunity and affirmative action ordinance and other city code or ordinance and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Awardee shall register all workers in the skilled trades who are below the journeyman level with the U.S. Bureau of Apprenticeship and Training.

(d) The Awardee shall furnish all information and reports required by the City and shall permit access to the books, records, and accounts of the Awardee during normal business hours for the purpose of investigation so as to ascertain compliance with the equal opportunity and affirmative action ordinance and program.

(e) The Awardee shall, specifically or by reference, include the provisions of paragraphs (a) through (h) of this equal opportunity clause in every subAward or purchase order so that such provisions will be binding upon each SubAwardee or Vendor.

(f) The Awardee and its SubAwardees, if any, shall file compliance reports at reasonable times and intervals with the City in the form and to the extent prescribed. Compliance reports filed at such times directed shall contain information as to employment practices, policies, programs and statistics of the Awardee and its SubAwardees.

(g) The Awardee shall take such action with respect to any SubAwardee as the City may direct as a means of enforcing the provisions of paragraph (a) through (h) herein, including penalties and sanctions for noncompliance.

(h) A finding, as hereinafter provided, that a refusal by the Awardee or the SubAwardee to comply with any portions of this program as herein provided and described, may subject the offending party to the penalties provided in Sections 26.5-141 and 26.5-178 of the City Code.

AFFIRMATIVE ACTION REQUIREMENTS

No applicable award shall be made/executed on behalf of the City unless at least one of the following requirements is met:

(a) The workforce reflects local labor pool demographics. The Awardee has demonstrated that its workforce reflects the demographic characteristics of the available pool of labor skills normally utilized by the Awardee, based on the United States Equal Employment Opportunity Commission (EEOC) and the Office of Federal Award Compliance Program (OFCCP) guidelines, as they may be amended, and that each applicable SubAwardee has met one of the requirements of this section. If an Awardee or SubAwardee has the applicable Tampa-area workforce, it shall meet this requirement if its Tampa-area workforce reflects local demographic characteristics of the available pool of labor skills.

(b) Equal employment opportunity clause and affirmative action program. The Awardee has demonstrated good-faith efforts to comply with section 25.6-176 of the ordinance and has an existing affirmative action program to be submitted to and approved by the City. The Awardee must demonstrate that each SubAwardee has met one of the requirements of this section. An affirmative action program shall be approved if it is pursuant to an order of a federal court with jurisdiction over the Awardee's employment practices, or if it meets the standard of the EEOC and OFCCP guidelines, as they may be amended.

OTHER REQUIREMENTS. Each Bidder shall submit any information required by the ordinance in duplicate to the Director of Purchasing as part of the bid documents. Each Bidder shall file, as part of the documents of such award, employment information in such form as may be required by the City and shall ensure that each SubAwardee, if applicable, also files such information.

NON-COMPLIANCE WITH REQUIREMENTS.

A determination by the City that the Bidder, Awardee, Awardee, SubAwardee, offeror or vendor fails to comply with the provisions of the Ordinance shall subject the offending party to any or all of the following penalties.

- (a) Declare the Bidder's bid non-responsive and ineligible to receive the involved award.
- (b) Withhold from the Awardee in violation ten percent of all future payments under the involved award until it is determined that the Awardee is in compliance.
- (c) Withhold from the Awardee in violation all future payments under the involved award until it is determined that the Awardee is in compliance.
- (d) Exclusion from submitting a bid for any future procurement by the City until such time as the Awardee demonstrates that it will comply with all of the provisions of the ordinance.
- (e) Termination, by the City, of the award.

For additional information concerning Affirmative Action Programs, contact the W/MBE Office at 813/274-5522.

**SPECIFICATIONS
FOR HOT IN-PLACE RECYCLING**

1. SCOPE OF WORK:

1.1 The work included by these specifications consists of furnishing all labor, equipment, and materials required in performing all operations necessary in connection with hot in-place recycling of bituminous pavements at various locations within the City.

1.2 These specifications set forth specific requirements relative to the actual work or services to be undertaken, materials, equipment, and method of construction.

2. REQUIREMENTS FOR CONTROL OF THE WORK:

2.1 Prior to the start of the work, a Preconstruction Conference will be held by the City to be attended by the Awardee and others for the purpose of establishing a schedule of operations which will coordinate the work to be done under this specification, with all related work to be done by others within the limits of the project. The Awardee shall be prepared for this meeting and shall present a comprehensive construction schedule for all items of work to be accomplished, which will be used as the basis for the development of an overall operational schedule, and a list of subAwardees and material to be used on this work.

2.2 All items of work in this Award shall be coordinated so that progress on each related work item will be continuous from week to week. The progress of the work will be reviewed by the City at the end of each week, and if the progress on any item of work during that week is found to be unsatisfactory, the Awardee shall be required to adjust the rate of progress on that item or other items as directed by the City.

2.3 The Awardee shall conduct his operations in such a manner as will result in the minimum of inconvenience to occupants of adjacent homes and business establishments and shall provide temporary access as directed or as conditions in any particular location may require.

2.4 Access to adjacent residential, public and commercial properties shall be provided at all times during the Award period.

2.5 The Awardee shall restore to its previous condition as directed by the City any private property, City property, or utilities damaged by his construction. No payment shall be made to the Awardee for any required restoration of private property, City property or utilities, unless otherwise noted.

3. TESTING:

3.1 The Awardee shall be responsible for all testing required on the project. Core samples shall be taken every 500 lineal feet with a minimum 6-inch core bit for all streets being recycled. Each sample location shall be repaired with cold asphalt patch material. Complete core samples including all strata shall be preliminarily tested to determine optimum moisture content, type of bituminous material, and proportions.

4. AWARDEE'S WEEKLY SCHEDULE:

4.1 In order that the Department of Public Works personnel may be advised of the work to be performed, the Awardee shall be required to submit weekly to the City a schedule indicating his proposed work plan for the forthcoming week. Such shall be delivered to the City not later than Friday preceding the work plan week unless other arrangements have been made for this submittal.

5. AWARDEE'S REPRESENTATIVE:

5.1 The Awardee shall submit in writing to the City, the name of his duly authorized representative who will be present on the job during all work activities and is authorized to make decisions for the Awardee. Any change in the Awardee's representative shall require written notification to the City prior to such change.

6. NOTICE OF SERVICE THEREOF:

6.1 All notices, which shall include demands, instructions, requests, approvals, and claims, shall be in writing.

6.2 Any notice to or demand upon the Awardee shall be sufficiently given if delivered to the Awardee's representative at the construction site or to the office of the Awardee specified in the bid (or to such other offices as the Awardee may, from time to time, designate to the City in writing), or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered, with charges prepaid, to any telegraph company for transmission, in each case addressed to such office.

6.3 All notices required to be delivered to the City shall, unless otherwise specified in writing to the Awardee, be delivered to the City, 612 N. 12th Street, Tampa, FL 33602, and any notice to or demand upon the City shall be sufficiently in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to said City or to such other representative of the City or to such other address as the City may subsequently specify in writing to the Awardee or to his representative at the construction site for such purposes.

6.4 Any such notice or demand shall be deemed to have been given or made as of the time of actual delivery or (in the case of mailing) when the same should have been received in due course of post or (in the case of telegram) at the time of actual receipt, as the case may be.

7. DAMAGE TO ADJACENT STREETS:

7.1 Any streets, including curbs, gutters and shoulders, outside the project area (not designated for construction), which are determined by the City to have been damaged due to negligent construction related operations and/or equipment, shall be restored by the Awardee to its original or better condition without any cost to the City and to the satisfaction of the City.

8. PROJECT PHOTOGRAPHS:

8.1 The Awardee will not be required to furnish photographs of the project; however, the City may or may not take photographs of the area immediately prior to and after completion of the construction for record and information. To assure that there will not be any conflict with this photography, the Awardee shall not perform cleaning operations or action which will disturb any street or area within the project until the City has been advised thereof and has had adequate opportunity to perform the desired photography.

9. PROJECT CLEAN-UP:

9.1 Clean-up on this project is extremely important and the Awardee will be responsible for keeping the construction site neat and clean with debris being removed regularly as the work progresses.

9.2 If project cleanliness and/or dust control reaches an unacceptable level in the opinion of the City, the City will notify the Awardee in writing. If the Awardee does not act to correct the situation within 4 hours in the case of dust control or within 24 hours in the case of general cleanliness, the City will call upon outside forces to provide the appropriate services. Cost of all such activities shall be charged to the Awardee via Award change order.

10. CITY PERMITS:

10.1 The Awardee shall be responsible for obtaining all applicable City permits for this project. These can include but may not be limited to, Right-of-Way Permit(s) and Maintenance of Traffic approval. The Awardee shall supply any required plans or other information to the issuing department.

10.2 The time required to prepare, submit, review, and issue the permits shall be included in the award time and no payment shall be made for any delay incurred by this process.

10.3 Cost for obtaining City permits shall be included in the unit costs for the various items and no separate payment shall be made. The Right-of-Way permit fee shall be waived by the City.

10.4 All subAwardees working on the project shall obtain their own, separate, permits as above.

11. STREET CLOSURE AND MAINTENANCE OF TRAFFIC:

11.1 A City of Tampa permit for construction and maintenance operations within public Rights-of-Way will be required for every street, lane, or sidewalk closure within City of Tampa Rights-of-Way.

11.2 A State of Florida Department of Transportation Permit will be required for every street, lane, or sidewalk closure within State of Florida Rights-of-Way. The Awardee, as the organization performing the work, will secure this permit.

11.3 These permits will establish the requirements for the closure related to number of lanes and/or time of day lanes or street may be closed. The Awardee shall adhere to the requirements as described in the permit(s).

11.4 The Awardee shall furnish and maintain all necessary signs, pavement markings, barricades, lights, law enforcement officers and flagmen necessary to control traffic and provide for safety of the public, all in compliance with the current Florida Department of Transportation Roadway and Traffic Design Standards and the FHWA Manual on Uniform Traffic Control Devices. The Awardee shall observe traffic movements through the work site and inspect all traffic control devices on a regular basis to ensure that all devices are properly installed and functioning as intended.

11.5 In cases of closure for street, lane, or sidewalk on the City of Tampa Functionally Classified Network (collectors, minor arterials, and principal arterials), including all State Roads, the Awardee shall provide a maintenance of traffic plan to the City of Tampa, Transportation Division. This plan shall be provided at least 72 hours in advance of the closure (excluding weekends) and shall contain the following:

11.5.1 Proposed detour routes;

11.5.2 Signing of the complete construction area and detour routes.

11.6 Advance notice information signs advising the public of scheduled closure of major roadways and/or information signs advising the public of points of closure and detour routes may be required by the City and will be installed at the Awardee's expense.

11.7 Payment shall be full compensation for all work, equipment, materials, tools, labor and any incidentals required to maintain safe traffic routes past the work site.

11.8 Maintenance of traffic shall be considered part of the general cost of doing work and should be included in the bid prices.

12. NIGHT WORK:

12.1 All or portions of the work may be required to be performed at night, as directed by the City.

12.2 All night work shall meet the requirements of Sub-Article 8-4.1 from the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2000 Edition.

12.3 No additional payment shall be made for night work.

13. UTILITY PROTECTION CONSIDERATIONS:

13.1 The Awardee shall protect all utilities and other facilities within and adjacent to the construction unless a utility firm has conclusively indicated, or such is shown on the plans, that the certain adjustment, removal, reconstruction, or protection of the utility's facility will be performed by that respective utility.

13.2 It will be the Awardee's responsibility to preserve all existing ditches, swales, force mains, gravity mains, laterals, etc., and other stormwater appurtenances and facilities pertaining thereto whether owned or controlled by City, other governmental bodies or privately owned by individuals, firms or corporations.

14. ADJUSTMENT OF UTILITIES AND PUBLIC SERVICE INSTALLATIONS:

14.1 Storm and sanitary sewer manhole covers, valve covers or boxes, water meter boxes, and vaults located within the limits of construction of the pavement to be constructed, reconstructed or overlaid shall be relocated or adjusted by the Awardee to conform with the new pavement as a part of the work of constructing or reconstructing the pavement and no separate payment will be provided therefore.

14.2 Appurtenances of other utilities will be relocated or adjusted by the utility company owning or having jurisdiction over the respective utility.

15. REMOVAL OR ADJUSTMENT OF PUBLIC UTILITIES:

15.1 The City will make necessary arrangements with public utility owners, other than City of Tampa Water and Sanitary Sewers, for removal or adjustments of existing utilities, whether shown or not shown on the plans, where such removal or adjustment is determined by the City to be essential to the performance of the required construction, provided normal construction procedures are used by the Awardee.

15.2 Relocations or adjustments requested by the Awardee on the basis of the use of a particular method of construction or a particular type of equipment shall not be considered as being essential to the construction of the project if other commonly used methods or equipment could be employed without the necessity of relocating or adjusting the utility. The City will determine the responsibility for any such adjustment of utilities.

15.3 Relocations or adjustments requested for the Awardee's convenience or because of delivery of materials to the job site shall be the responsibility of and at the expense of the Awardee.

16. USE OF CITY WATER SYSTEM:

16.1 A Tampa Water Department portable meter shall be utilized when obtaining water from the City system. Obtaining the water meter is the responsibility of the Awardee.

17. ENVIRONMENTAL PROTECTION:

17.1 The Awardee will be held liable for the violation of any and all environmental regulations. Violation citations carry civil penalties and in the event of willful violation, criminal penalties. The fact that the permits are issued to the City does not relieve the Awardee in any way of his environmental obligations and responsibilities.

18. GUARANTEE/WARRANTY:

18.1 Awardee will remove and replace the recycled bituminous pavement surface if it fails within three years of placement. No additional payment will be made for this warranty work.

19. RESIDENTS NOTIFICATION:

19.1 The Awardee shall distribute by hand, a typed notice to all residences and businesses on the street to be resurfaced. The notice will be delivered 7 days and again at 24 hours prior to resurfacing of the road. The notice will have a local phone number that residents may call to ask questions. The notice shall be of the door hanger type which secures to the door handle of each dwelling. Unsecured notices will not be allowed. The Awardee shall also place the notice on the windshield of any parked cars on the street. Hand distribution of this notice shall be considered incidental to the award, and no additional compensation will be allowed.

20. WORK DAYS:

21.1 Except for special operations that may be necessary to maintain, check, and protect work already performed, all work shall normally be discontinued on Saturdays, Sundays and City designated holidays. Should it be desired to perform regular and continuous night work, the lighting, safety, and other facilities which are necessary for performing such work at night must be provided by the Awardee at his own cost and expense.

21. WORK SCHEDULE:

21.1 Normal working hours are 7:00 AM to 5:00 PM, Monday - Friday. Work on holidays, weekends and evening will only be done if determined by the City. Some streets, arterials and collectors may only be worked on between 9:00 AM and 3:00 PM. The City will inform the Awardee at the Preconstruction Meeting of segments which can only be worked on from 9:00 AM to 3:00 PM.

21.2 The beginning date of work to be accomplished under this Award shall be the date set forth in the written Notice to Proceed given the Awardee. Such date shall occur not later than 30 consecutive calendar days after the date of Agreement. Once started, the work shall be continued without interruption.

21.3 The work to be accomplished under this project has been grouped into various areas within the City. The City will assign work to the Awardee an area at a time. The City may request the Awardee to furnish a work schedule at the end of each work week for the following week's work to aid in scheduling City personnel to the best advantage of the Awardee and the City.

21.4 The Awardee shall schedule his work so as to maintain at least one-way traffic and shall provide effective dust control at all times. Two-lane traffic shall be maintained wherever possible.

22. TEMPORARY TRAFFIC STRIPING:

22.1 Signalized intersections, school crossings and four way stop intersections shall receive special attention with temporary markings.

22.2 Temporary traffic striping used by the Awardee on surfaces, which will remain exposed, shall meet the requirements of FDOT Standard Specifications for Road and Bridge Construction 2000, Section 710. All markings applied shall be in accordance with the Manual on Uniform Traffic Control Devices. Any substitute marking shall be submitted to the City at the Preconstruction Meeting for approval prior to use.

22.3 Payment for temporary traffic striping shall be included in the bid price for maintenance of traffic item(s), and no separate payment shall be made.

23. TREE TRIMMING:

23.1 The Awardee shall be responsible for trimming any limbs or shubbery that may interfere with its equipment and as directed by the City.

23.2 Cost of trimming and disposing of these items shall be included in the bid items for asphalt and no other payment shall be made.

24. WATER FOR DUST CONTROL:

24.1 The work specified in this section consists of the application of water within the limits of construction of the project or on streets used as detour routes in connection with the project, in accordance with these specifications.

24.2 Water used for dust control shall be free from pollution to the extent that its use will not constitute a nuisance or health hazard to anyone living in close proximity to the areas where it is used.

24.3 Water for dust control shall be included in the unit costs for the various items and no separate payment shall be made.

25. HOT IN-PLACE RECYCLING WORK

25.1 SCOPE OF WORK

25.1.1 Description - This work shall consist of hot in-place recycling of the existing asphaltic concrete surface from curb to curb or edge of pavement to edge of pavement by a continuous multi-step process of softening the existing surface with heat, hot milling to a depth of two inches or as directed by the City, applying a rejuvenating agent, and thoroughly remixing, leveling, and relaying of the recycled mixture.

25.2 CONSTRUCTION

25.2.1 Pavement Preparation: The surface of the pavement which is to be recycled shall be thoroughly cleaned of all dirt, vegetation, and other objectionable materials to the satisfaction of the City immediately prior to the affected area being recycled. All existing thermoplastic lines and/or raised pavement markers shall be removed prior to paving.

25.2.2 Heating: The pavement shall be evenly heated at a width to provide for a six-inch overlap onto adjacent materials. Heating shall be controlled to assure uniform penetration without differential softening of the surface. **Heating shall be controlled so that the heated and milled material will have a temperature in the range of 240F +/- 20F (120 +/- 10C) as measured immediately behind the milling unit.**

It shall be the responsibility of the Awardee to protect adjacent traffic and landscaping from heat damage. The repair of any damage resulting from the Awardee's operations shall be made at no cost to the Department.

25.2.3. Hot Milling: The pavement to be recycled shall be hot milled and reworked to the widths and depths shown on the Plans or as specified herein. The width of each pass shall be controlled to provide proper placement of longitudinal joints including a three-inch overlap onto adjacent lane passes.

25.2.4 Blending: The removed material shall be blended with a rejuvenating agent and virgin aggregate, if needed, to produce a homogenous, well-blended mixture. No uncoated mix shall be discharged from the blending unit. The rate of application for the rejuvenator shall be determined by the mix design based on mixture analysis/design and approved by the City. The rejuvenator shall be added based on volume of material being recycled not on distance covered. The rejuvenator shall be added after milling and prior to blending with a positive start/stop mechanism. The application rate of other materials shall be as specified in the mix design or as determined by the City.

25.2.5 Placement: Placement of the recycled mixture shall be controlled so as to produce a surface true to line, grade, and cross-slope. The mixture shall have a uniform and acceptable surface texture, free of segregation, lumps, uncoated aggregates, deleterious materials or any other unacceptable blemishes as determined by the City.

If virgin aggregate is required, it shall be placed within +/- 2.2 lbs/yd² (1.0 kg/m²), of that specified in the mix design. When aggregate is placed at less than the spread rate specified, including tolerances, the recycling will not be allowed to continue and operations shall be suspended until proper adjustments have been made.

25.2.6 Manhole and Utility Structures: A depth of two-inches, or as directed otherwise by the City, of recycled material shall be uniformly placed around and adjacent to all manhole and utility structures by the following options. (a) Mill and remove the **entire lane width of material**, one foot (0.3 meter) around all existing manhole/utility structures, equivalent to the Plan specified depth of recycled material. Tack and pave this area with new asphaltic concrete, equivalent to the existing mix type, prior to recycling. (b) Lower all manhole and utility structures below the specified depth of recycling, pave these areas back to the existing road level with new asphaltic concrete equivalent to the existing mix type prior to recycling. After recycling, all manhole and utility structures shall be restored to the new surface grades. (c) With an apparatus specifically designed within the recycling system, remove the specified depth of such existing materials around manhole and utility structures immediately prior to placement of the recycled material. The apparatus may be used provided it does not damage structures or the adjacent asphalt surfaces. This apparatus must be able to scrape the entire lane width clean.

25.2.7 Overlay: If the Plans require that the recycled mixture be overlaid, that portion of the work shall be constructed in accordance with State Specifications.

25.2.8 Compaction: The final recycled mixture shall be compacted immediately after placement, and compaction shall be a minimum of 92% using marshal mix design standards.

25.2.9 On site Laboratory and Field Technicians: A complete mobile Marshal testing lab shall be supplied by the Awardee. This lab shall have a trained and competent technician to conduct a minimum of two tests per day as outlined in the QA/QC plan. This lab shall be dedicated to the process at all times. A minimum of one additional technician shall provide on site QA/QC documentation and monitoring as required.

25.2.10 Quality Assurance and Quality Control Plan for Hot-In-Place Recycling: The Awardee shall carry out laboratory, and field testing on the above project to assure that the design requirements for hot in place recycled mix is maintained. The Awardee will have on site at all times a qualified Technician to carry out the required on site testing. The Awardee will have a fully equipped Marshall Testing Laboratory on site, which will facilitate the following plan and forward the results to the owner no later than one working day after samples are taken.

Quality Control Plan

QUALITY CONTROL TESTING	FREQUENCY
BITUMINOUS MIXTURE (LOOSE)	
Theoretical Maximum Density, (ASTM 2041)	Every 5000yd ²
Marshall Density & Stability (ASTM 1559)	Every 5000yd ²
Air voids (calculated)	Every 5000yd ²
Recovered Penetration (ASTM D5)	Every 5000yd ²
Probe Depth Test	Every 100yds
Asphalt Mat Temperature	Every 100yds
Rejuvenator Consumption Rate	Every 100yds

Testing for Determination of Recycled Mix Depth (Prior to Compaction)

- a. **Equipment:**
 Probe 4" (100mm) in length, no greater than 3/8" diameter with blunt rounded end. Probe rod engraved at 0.25" (6mm) increments. A sufficient handle base comparable to a standard screwdriver must be at opposite end of the probe.

- b. **Procedure:**
 1. Probe transversely across the finished recycled mat in three evenly spaced locations.
 2. Record each reading.
 3. Average the four readings.
 4. Record results and station number.

c. Calculation:

1. Allow 10% additional depth prior to roller compaction i.e. 2" (50mm) Compacted = Probe Depth 2.2" (55mm) uncompacted recycled mix.

26. ACCEPTANCE

26.1 The acceptance of the materials used in the work shall be in accordance with these specifications. If three consecutive samples for recovered penetration fail to meet minimum requirements the Awardee will repeat the hot in-place recycling process of the affected areas and ensure the recycled mix will meet mix design criteria and testing requirements. If subsequent penetration test values fail to meet minimum requirements, the work shall be stopped and adjustments to the operation shall be made that will produce a mixture within the desired range of test results before resuming the work.

26.1.1 Visual and Straightedge Inspection: All paving shall be subject to visual and straightedge inspection during construction operations and thereafter prior to final acceptance. A ten-foot straightedge shall be maintained in the vicinity of the paving operation at all times for the purpose of measuring surface irregularities. The Awardee shall provide the straightedge and labor for its use. The surface course shall be inspected with the straightedge as necessary to detect irregularities. All irregularities in excess of 1/8 inch in ten feet shall be corrected. Irregularities such as rippling, tearing, or pulling which in the judgment of the City indicate a continuing problem in equipment, mixture or operating technique will not be permitted to recur. The paving operation shall be stopped until appropriate steps are taken by the Awardee to correct the problem.

26.1.2 Target surface smoothness: It is the intent of this Specification that the smoothest possible ride be achieved during construction. The Awardee shall take whatever action necessary to see that the surface smoothness does not exceed a target smoothness index of 900. When the target value is not achieved, the Awardee shall immediately adjust the paving operations in order to meet the target values. City/Urban streets with manholes/utility structures and/or roads with variable cross slope intersections are exempt.

Corrective work will be required when the Surface Smoothness exceeds a smoothness index of 1025. Whenever corrective measures are required to correct surface tolerance deficiencies, the mixture shall be corrected at no expense to the City by repeating the Hot In-Place recycling process.

26.1.3 Thickness: The thickness specified in the Special Provisions shall be the in-place thickness of the rejuvenated and recycled mixture probed behind the screed. The thickness shall be determined by the average measurement of three probe depths evenly spaced across the lane width. Probe depths shall be taken by the Awardee at a frequency of 100 linear yards and recorded on field sheets. One core will be randomly taken at a documented station, at the request of the City to verify probe depth results. If the reporting corresponds to the core depth result, then a \$100.00 per/core cost, will be borne by the City. If the core shows a discrepancy of more than 10% of the corresponding reported depth, the Awardee will pay for the coring and any additional coring that is requested by the City until three consecutive results correlate. The average thickness of the rejuvenated surface based on roadway probing shall be no less than ¼ inch of that specified to receive full payment for thickness. If the average thickness is less than that specified by more than ¼ inch but no more than ½ inch, a pay reduction of 25% shall be applied to the total square yardage of the 100 linear yard lot. If the average thickness is less than that specified by more than ½ inch, additional cores will be taken to determine the area of deficient thickness by more than ½ inch and shall be corrected at no expense to the Department by repeating the Hot In-Place recycling process. **If the average rejuvenated thickness for two consecutive days is 1 ¾ inch or less, the Work shall be stopped until adjustments are made to the operation that will allow placement at the depth specified. Continued operation at less than 1 ¾ inch will not be allowed unless directed by the City.** All intersections are exempt from depth penalties.

27. EQUIPMENT

27.1 Processing Equipment:

27.1.1 Heating Unit: The heating unit shall be capable of heating the asphaltic concrete pavement to a temperature high enough to remove excess moisture and to allow hot milling of the top two inches of material with minimal breakage to aggregate particles. The heating process shall be electronically controlled and governed to prevent charring of the existing surface and to avoid producing undesirable pollutants. The heating unit shall be equipped so that the heat application will be under an enclosed or shielded hood. Emergency Electronic Safety Shut Off switches must be clearly marked and readily accessible at each end of the heating units. Approved fire extinguishers must be available and readily accessible at all times during operation.

27.1.2 Hot Mill Units: The hot mill unit shall be capable of uniformly loosening the preheated asphaltic concrete pavement to a depth of two inches or as directed by the City. Each milling unit shall be equipped with separate automatic grade controls operated from ski/s. Each mill shall be able to clear utility structures, manholes and/or other obstructions in the pavement surface. The unit shall be capable of augering the heated material to the entry of the blending unit.

27.1.3 Blending Unit: A blending unit shall be capable of blending the materials and rejuvenating agent, into a homogenous mixture. All recycled mix and aggregates shall be coated.

27.1.4 Leveling Unit: A leveling unit shall be capable of collecting and distributing the recycled mixture over the entire width being processed. The finished product shall be of uniform cross-section. The rate for which any additional material is required shall be synchronized and calibrated to production speed to provide uniform application. The Awardee as per the QC/QA Plan will provide an accurate method or device for measuring surface depth.

27.1.5 Other Paving Equipment: All other equipment required to complete the Work shall conform to the requirements of State Specifications.

28. MATERIALS

Construction material and workmanship shall conform to applicable requirements of FDOT Standard Specifications for Road & Bridge Construction, 2000 Edition, Section 327. All materials incorporated in this award shall comply with the following FDOT Standard Specifications for Road & Bridge Construction, 2000 Edition. The Awardee shall furnish the City with written certification that these requirements are being met.

28.1 Asphalt Cement Rejuvenating Agent: The asphalt cement rejuvenating agent shall be a process oil that is compatible with the existing asphalt cement. The rejuvenator must be capable of producing the desired results. Emulsified rejuvenating agents will not be permitted in the hot in-place recycling process. The City shall approve the amount and type of rejuvenating agent. If during construction the City determines that the rejuvenating agent is not performing satisfactorily, the City reserves the right to change, without a change in the Award Unit Price, the recycling agent and amount being used in the mixture.

28.2 Plant Produced Hot Mix Asphaltic Concrete: If required, the type and amount of plant-produced hot mix asphaltic concrete to be added to the recycled mixture shall be determined by the mix design. The hot mix asphaltic concrete mixture shall be produced in accordance with State Specifications.

28.3 Virgin Aggregate: If required, the stone size and spread rate to be added to the recycled mixture shall be determined by the mix design. The virgin aggregate shall be from an approved source and shall meet State Specifications.

29. MIXTURE DESIGN:

29.1 The Awardee shall sample the existing pavement layer to be recycled to determine its characteristics by performing a mixture design analysis. The Awardee shall provide design results to the City for approval. The final mixture shall be a blend of the in situ materials, rejuvenating agent, and the appropriate percentage of virgin aggregates and plant-produced hot mix asphalt, if required. The final design mixture shall have an air void volume within +/- 1.5% of the in-situ air voids at 50 blows using AASHTO T-245. Test Method AASHTO T-209 shall be used to establish the theoretical maximum specific gravity of the final mixture.

30. MIXTURE CONTROL:

30.1 The Awardee shall take two representative mixture samples daily for testing as per the Quality Control Plan. The City shall determine the location of the samples. Extraction and gradation testing shall be performed by the Awardee in accordance with suitable approved AASHTO/ ASTM test procedures. Samples shall be taken directly behind the recycling unit.

The asphalt cement, shall be extracted utilizing, the Abson Recovery Method, and shall then be tested for penetration value in accordance with AASHTO T-49 "Penetration of Bituminous Materials." The Awardee shall submit test results on a standard form approved by the City within 24 hours after samples are taken and shall include asphalt content, asphalt penetration and air voids. **Recovered penetration values from the final recycled mixture shall maintain a penetration of 55dmm +/-15dmm.**

31. METHOD OF MEASUREMENT-ASPHALT

31.1 DELIVERY TICKETS - All delivery tickets and notes regarding any materials brought to the project site to complete this Award must be given to the City upon delivery to the project site. An approved representative of the City must sign these tickets at the time of delivery.

31.2 MEASUREMENT: Hot In-Place recycled asphaltic concrete mixture shall be measured by the square yard of the surface area completed and to the depth specified. Rejuvenating agent and plant-produced asphaltic concrete mix may be added as individual components of the recycled mixture and shall be included in the Unit Bid Price per square yard. If required, virgin aggregate shall be placed at the spread rate specified in the mix design and included in the Unit Bid Price.

32. OTHER CONSIDERATIONS

32.1 PRE-CONSTRUCTION TESTING - The Awardee is required to take representative core samples of the roads to insure adequate depth of suitable material for recycling. The results of these core samples, along with a suggested mix design of asphalt content, must be submitted and approved by the City prior to commencing work.

32.2 Failure to comply with testing, construction methods or specified equipment will be cause to terminate Award.

Where it becomes necessary, the Awardee will adjust manhole rings as directed by the City. Manhole risers will be provided by the City and installed by the Awardee. The risers will be adjustable by a turnbuckle type locking devise made by American Highway products or equal and will be placed just ahead of the paver so that they will not be affected by traffic. All such work shall be accomplished as ordered by the City.

On any street, which has been resurfaced, which contains drainage inlets, the Awardee is required when possible to maintain an 8" vertical opening to the inlet.

All sweeping by the Awardee will be performed by equipment that has a working water spray system to minimize the dust problem.

BIDDER'S AFFIRMATION AND DECLARATION

Before me, the undersigned authority who is duly authorized by law to administer oaths and take acknowledgements, personally appeared

Frank Crupi

AFFIANT'S NAME

Who, after being duly cautioned and sworn (or who is unsworn if that be the case) and being fully aware of the penalties of perjury, does hereby state and declare, on his own behalf or on behalf of a partnership or corporation, whoever or whichever is the Bidder in the matter at hand, as follows:

1. That the Bidder, if an individual, is of lawful age.
2. That if the Bidder is a partnership or a corporation, it has been formed legally; if a Florida corporation, it has filed its Articles of Incorporation with the Florida Secretary of State; if a corporation incorporated under the laws of a state other than Florida, it is duly authorized to do business in the State of Florida.
3. That if the Bidder is using a fictitious name, he/she/it has complied with the Fictitious Name Statute of the State of Florida.
4. That the Bidder has not submitted a rigged Bid, nor engaged in collusive bidding or collusive bidding arrangement or fraudulent bidding, or entered into a conspiracy relative to this bid, with any other person, partnership, or corporation making a bid for the same purpose. The Bidder is aware that "Any understanding between persons where one or more agree not to bid, and any agreement fixing the prices to be bid so that the awarding of any Award is thereby controlled or affected, is in violation of a requirement for competitive bidding and renders a Award let under such circumstances invalid." [See McQuillian, Municipal Corporations, §26.69].
5. That the Bidder is not in arrears to the City of Tampa upon debt or Award and is not a defaulter, as surety or otherwise, upon any obligation to the City.
6. That no officer or employee of the City, either individual or through any firm, corporation or business of which he/she is a stockholder or holds office, shall receive any substantial benefit or profit out of the Award or obligation entered into between the City of Tampa and this Bidder or awarded to this Bidder; nor shall any City officer or employee have any financial interest in assisting the Bidder to obtain, or in any other way effecting, the award of the Award or obligation of this Bidder.
7. That, by submitting this bid, the Bidder certifies that he/she has fully read and understands the bid method and has full knowledge of the scope, nature, and quality of work to be performed or the services to be rendered.

FURTHER BIDDER SAYETH NOT.

Bidder: Complete the applicable Acknowledgement for An Individual Acting In His Own Right, A Partnership or A Corporation, according to your firm type.

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT	
State of _____ County of _____	
The foregoing instrument was acknowledged before me this ____ day of _____ 20__ by _____, who is personally known to me or who has produced identification and who did (did not) take an oath.	
_____ Signature of Notary Public	_____ Signature of Affiant
Notary Public State of: _____ My Commission Expires: _____	
_____ Printed, typed or stamped Commissioned name of notary public	_____ Printed or typed name of Affiant

FOR A PARTNERSHIP	
State of _____ County of _____	
The foregoing instrument was acknowledged before me this ____ day of _____ 20__ by _____, who is a partner on behalf of _____ a partnership. He/She is personally known to me or has produced identification and did (did not) take an oath.	
_____ Signature of Notary Public	_____ Signature of Affiant
Notary Public State of: _____ My Commission Expires: _____	
_____ Printed, typed or stamped Commissioned name of notary public	_____ Printed or typed name of Affiant

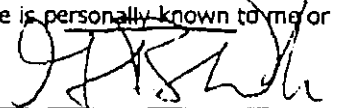
FOR A CORPORATION

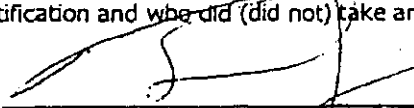
State of Florida
County of Pinellas County

The foregoing instrument was acknowledged before me this 22nd day of January, 2002, by Frank Crupi, who is President (Title)

of H.I.P. HOT-IN-PLACE PAVING, L.L.C. (Corporation Name)

a corporation under the laws of the State of Florida, on behalf of the said corporation. He/She is personally known to me or who has produced identification and did (did not) take an oath.


Signature of Notary Public


Signature of Affiant

Notary Public
State of: FLORIDA
My Commission Expires: 4/27/2005



G. BARRY WILKINSON

Printed, typed or stamped
Commissioned name of notary public

Frank Crupi, President
Printed or typed name of Affiant



CITY OF TAMPA

Department of Public Works

DATE: January 30, 2002

TO: Joan T. McConnell, Director
Purchasing Department

FROM: *JPM* Jack P. Morriss, P.E., Director
Department of Public Works

SUB: Recommendation for Award
Hot In-Place Recycling
Bid #71022402

The Transportation Division has reviewed the bids and bid tabulation for the subject bid. The apparent low bidder has withdrawn their bid and based on the bid responses received, the Transportation division recommends the award be made to H.I.P. Hot-In-Place Paving, L.L.C.

This will be an annual award, renewable by mutual agreement, at the terms and conditions specified for two (2) additional one-year periods.

Acquisition shall be limited to the availability of funds and shall be controlled by specific purchase requisitions. The annual expenditure for this agreement period is \$225,000.

The resolution should include authorization for agencies of the Governmental Purchasing Council of Hillsborough County to utilize these awards as their needs and availability of funds dictate.

If you have any questions, please contact Ken Holton at (813) 274-7344.

cc: Elton Smith
Scott Shaw
File

AWARDED: Hot In-Place



CITY OF TAMPA

Purchasing Department

Joan Tronco McConnell
Director of Purchasing

October 10, 2002

Frank Crupi
H.I.P. Hot-In-Place Paving, LLC
2845 Seabreeze Drive S.
Gulfport, FL 33707

Subject: **USE OF HOT-IN-PLACE RECYCLING AWARD BY OTHER GOVERNMENT ENTITIES**

The City of Tampa has no objection to the use of the City's Hot-In-Place Recycling Award with H.I.P. Hot-In-Place Paving, LLC by other government entities and municipalities. In doing so, the Awardee agrees to provide these services with the same prices, terms and conditions as stated in the City's Award. The Award period is from March 7, 2002 through March 6, 2003 and has two 1-year renewal options.

If you have any questions, please call Israel Segarra at (813) 274-8833.

Sincerely,

Joan Tronco McConnell
Director of Purchasing

306 E. Jackson Street, 2E • Tampa, Florida 33602 • 813/274-8351

TampaGov
www.tampagov.net

PURCHASING/SSH/IS/DD

RESOLUTION NO. 2002- 0265

A RESOLUTION APPROVING THE BID OF H.I.P. HOT-IN-PLACE PAVING, L.L.C. FOR THE FURNISHING OF CERTAIN PROPERTY, SUPPLIES, MATERIALS OR SERVICES FOR THE USE OF THE DEPARTMENT OF PUBLIC WORKS/TRANSPORTATION DIVISION; AUTHORIZING THE DIRECTOR OF PURCHASING TO PURCHASE SAID PROPERTY, SUPPLIES, MATERIALS OR SERVICES; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA:

Section 1. That the bid of H.I.P. Hot-In-Place Paving, L.L.C. for the furnishing of:

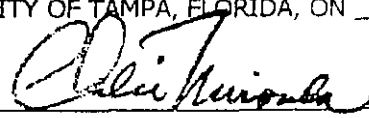
Hot-In-Place Recycling
Bid #71012402
Estimated Expenditure: \$225,000.00,

such bid being the lowest responsible bid received therefor, is hereby approved; and the Director of Purchasing is hereby authorized to purchase same.

Section 2. That the award period shall be for a one-year period from the effective date of the awarding or approving Resolution, and may be renewed on the same terms and conditions for two additional one-year periods. A price escalation/de-escalation is allowable one year after the beginning of the award period and at one-year intervals thereafter.

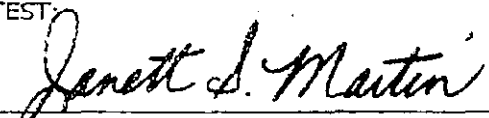
Section 3. That other proper officers of the City of Tampa are authorized to do all things necessary and proper in order to carry out and make effective the provisions of this Resolution, which shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA, ON MAR 07 2002



CHAIRMAN, CITY COUNCIL

ATTEST:



CITY CLERK

APPROVED AS TO FORM:

SAMUEL S. HAMILTON
ASSISTANT CITY ATTORNEY

Control by Requisition: Estimated: \$225,000.00

MAR 11 02- 9:43



CITY OF TAMPA

Purchasing Department

Joan Tronco McConnell
Director of Purchasing

MEMORANDUM

DATE: February 14, 2002
 TO: Joan Tronco McConnell, Director of Purchasing
 FROM: Israel Segarra, Senior Procurement Analyst
 SUBJECT: Bid Award Recommendation

Below is a listing of the bids received for Hot In-Place Recycling, Bid #71012402.

BIDDER	TOTAL BID
Parking Lot Striping Service	\$151,250.00*
H.I.P. Hot-In-Place Paving, LLC	\$206,250.00

*Bid Withdrawn

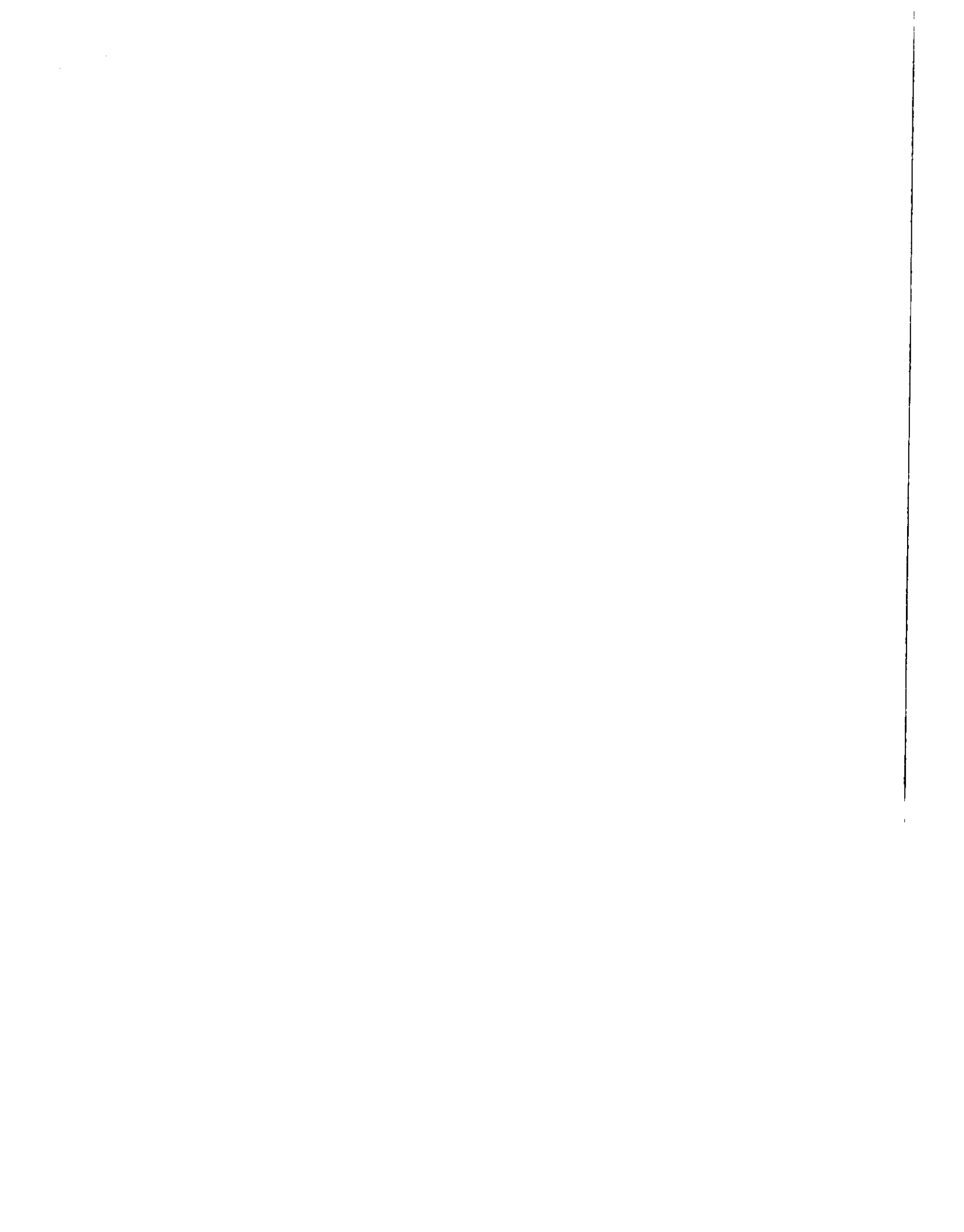
Based upon the review of the bids submitted, the apparent lowest responsive, responsible Bidder for Hot In-Place Recycling is H.I.P. Hot-In-Place Paving, LLC. The estimated expenditure for this Award is \$225,000.00. I recommend that the bid be awarded accordingly. The user department concurs.

71	Total number of Bidders solicited
8	Total number of W/MBE Bidders solicited
2	Total number of Bid Responses
1	Total number of W/MBE Responses
9	Total number of "No Bid"
60	Total number of "No Response"

Awarded Bidders status: W B H No

BID PROPOSAL TABULATION - CITY OF TAMPA		OPENED: 01/24/02 @ 2:30 PM		BID TITLE: HOT IN-PLACE RECYCLING BID # 71012402				READ BY: I. SEGARRA <i>IS</i>	
								TABBED BY: S. HEATH <i>SH</i>	
								DEPT: DPW/TRANSPORTATION	
ITEM/ DIV	DESCRIPTION	PLSS		HIP					
		UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNITPRICE	TOTAL
55,000 S.Y.	HOT IN-PLACE RECYCLING, PER SPECS	2.75	151,350.	3.75	200,350.				
TOTAL AMOUNT OF BID:									
ITEM/ DIV	DESCRIPTION	No Bids		No Bids					
		UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNITPRICE	TOTAL
55,000 S.Y.	HOT IN-PLACE RECYCLING, PER SPECS								
TOTAL AMOUNT OF BID:									

COMMUNICATIONS SECTION





Hot-In-Place Recycling Three (3) Year Warranty Plan

This Warranty is provided by H.I.P. Recycling Inc. on all contract work as is specified for Three (3) Year Warranty commencing upon completion of project. Thereby expressing our commitment to providing the highest quality, workmanship and performance on our Hot-In-Place Recycling process for all highways, runways and urban road.

Features Warranted:

Surface Course Delamination:

- A physical separation of the newly recycled pavement surface from the previous pavement surface. Delamination must be visually present as shoving or the loss of the newly recycled pavement surface course. Surface pot-holes, regardless of depth, will also be classified as delamination, if the condition was derived from delamination of the newly recycled surface course and not an underlying base condition.

Ravelling :

- Surface disintegration due to the loss of coarse or fine aggregate material that occurs over an area or in longitudinal 'strips'.

Flushing:

- Excess asphalt binder that has migrated to the pavement surface that has created a shiny, reflective condition that is tacky to the touch, at higher temperatures

Rutting;

- The average rut depth shall not exceed ½ inch (12.5mm) for any 200 yard (183m) segment at any time during the project's three year warranty period.

Note:

- Not responsible for base failure related distressed areas and / or areas that have been deemed to require repair prior to recycling and not carried out, as noted by our QC/QA personnel.
- Pre existing wheel ruts and rutting 50 yards from center of stop sign / light intersection in all directions for a 2 lane road, 75 yards all directions for a 3 lane road and 100yards all directions for a 4 lane roads, will not be warranted.

*All roads will be reviewed @ 34th month after completion. All repairs to be completed by 36th month of Warranty period.

Sales Director

Rob Bowerman - work 1-800-272-0529 , cell 416-564-7281, email- hiprbowerman@aol.com



Sun Company, Inc.
PO Box 1135
Marcus Hook PA 19061-0835
610 859 1700

October 4, 2000

H.I.P. Recycling Inc.
M.Nagulanathan, C.E.T.
Nanthan
HIP
Fax: 215-673-2415

Dear Nanthan:

We extracted two samples of the recycled asphalt from the pavement recycling job in Georgia. The samples from "3+630 NBCL" and "4+960 CL" retains were extracted and then tested for Superpave grade.

The results of the testing gave a continuous grade of PG 81-21 and 87-20, with the PG grades of PG 76-16 and PG 82-16, respectively for the two samples.

If you have questions, please call me.

Sincerely,

A handwritten signature in cursive script that reads "Valerie Baselice".

Valerie Baselice
Sunoco, Inc
Asphalt Performance Products
Phone 610 859-1896
Fax 610 859-1896
E mail valerie_a_baselice@sunoil.com



Sun Company, Inc.

The Hydrolene Oils are a line of aromatic extract oils for the asphalt industry. Their versatility allows effective use in hot and cold mix recycling, asphalt emulsions, as well as polymer and crumb rubber modified asphalts. In recycled asphalt cement, Hydrolene Oils are cost effective agents which help you meet various design requirements. The relatively high aromaticity of the Hydrolene Oils enhances compatibility with existing asphalt binder, restoring ductility and desirable low temperature properties.

Hydrolene Oils, having comparable chemistry to the oils found in asphalt, are manufactured to provide consistent physical and chemical properties to the asphalt industry throughout the year. The chemical composition of asphalt can vary based on refinery processes and crude selection. Hydrolene Oils are used to help offset this variation and thereby permit a wider range of asphalt sources and a more consistent finished product. Further, Hydrolene can enhance the compatibility of asphalt with a polymer or crumb rubber modifier. The primary applications for Hydrolene Oils are described below and the typical properties are listed on the reverse side.

Sun also carries a line of paraffinic oils for use in certain polymer modified asphalt applications.

APPLICATIONS

Hot Recycling

Hydrolene Oils are typically used at levels of 0.5% by weight of reclaimed asphalt pavement, (RAP). This procedure consists of removing the asphalt layer to a predetermined depth and reprocessing it in a drum mixer or batch plant. While some processes are able to use almost 100% RAP in a pavement, more typically the mix is less than 50% RAP combined with virgin asphalt cement and aggregate. After rolling and cooling, the roadway is ready to accept traffic. The Table of Typical Properties classifies the Hydrolene Oils according to ASTM D4552 for hot-mix recycling agents. The low volatility of certain Hydrolene Oils minimizes smoking problems, while allowing for increased use of RAP which can reduce raw material costs.

Cold Recycling

Hydrolene Oils can be emulsified for use in cold recycling. Their high aromatic content and high specific gravity allows for very good solvency and stable emulsions. The high aromatic content also allows for very high RAP percentages, up to 100%. They may be emulsified as a neat oil for non-ionic emulsions or blended with traditional asphalt emulsions for cold-in-place recycling or batch plant recycling.

Surface Recycling

In this application, Hydrolene Oils are best applied in emulsion form either as a spray over or mixed with the entire new surface. During this process one inch or less of the road surface is removed, reprocessed, and usually laid back on the same roadway to serve as the new surface. The Hydrolene Oils penetrate the aged material to help rejuvenate it.

Polymer Modified Asphalt, (PMA)

Hydrolene Oils offer outstanding solvency characteristics to help ensure compatibility between the asphalt and polymer. This offers you the flexibility to use asphalts which are refined from a wider variety of crude oils. Hydrolene Oils are frequently recommended by polymer manufacturers to overcome incompatibility and to obtain desired softness characteristics. The low volatility Hydrolene Oils enable polymer modified pavements designated for PBA-7 severe climates to pass the severe aging treatment of the California Tilt Oven Test.

Crumb Rubber Modified Asphalt, (CRMA)

Crumb Rubber Modifier, CRM, is produced by grinding used tires, in whole or part, to a desired particle size. When CRM is added to asphalt cement, the rubber particles swell due to absorption of the surrounding oil or asphalt. Studies indicate that there is preferential absorption by the rubber of cyclic structures which are found in Hydrolene Oils, with the least absorbed component being asphaltenes. The swelling of the rubber results in changes to the physical properties of the mixture, with the degree of change dependent on the chemical characteristics of the asphalt and the amount of rubber. Typically, the high temperature viscosity increases along with softening resistance. Elasticity, low temperature properties, and aging resistance are also improved.

BENEFITS

The benefits of the Hydrolene Oils are:

- High aromatic and polar content for better rejuvenation of aged asphalt.
- Excellent low volatility to minimize smoking and pollution problems in hot mix plants.
- Excellent solvency characteristics to improve PMA and CRMA compatibility.
- High temperature stability as indicated by the Rolling Thin-Film Oven Test.
- Relatively high pounds per gallon.
- Consistent physical and chemical properties.

ADDITIONAL INFORMATION

For additional information regarding the Hydrolene Oils, please contact your local Sun Sales Representative or call toll free, 800-395-2786. The Hydrolene Oils are products of the:

Sun Company, Inc.
Lubricants Division
1801 Market Street
Philadelphia, PA 19103

TYPICAL PROPERTIES: HYDROLENE ASPHALT OILS

PRODUCT:		Hydrolene 40T	Hydrolene 50T	Hydrolene 80T	Hydrolene 90T	Hydrolene 90	Hydrolene 110T	Hydrolene 125	Hydrolene 600T
PRODUCT CODE:		043300	043400	043600	044600	333300	043700	120600	044700
	ASTM Method								
Classification	D4552	-	-	RA1	RA1	RA1	RA5	RA5	RA5
Property									
Viscosity, SUS, 100°F	D445	100	450	2063	2500	3500	5309	7000	9800
Viscosity, cSt, 60°C	D2170	8.96	28.8	89.2	104	132	180	217	429
Flash, COC, °C(°F)	D92	200 (392)	209 (408)	253 (487)	230 (446)	228 (445)	269 (516)	235 (455)	293 (560)
RTFO, % weight change	D2872	n/a	n/a	-2.0	-1.7	-4.1	-0.3	-1.8	-0.1
Specific Gravity	D1298	0.9436	0.9635	0.9706	0.9760	0.9886	0.9621	1.0061	0.9617
Pounds/Gallon	D1250	7.80	7.99	8.07	8.07	8.27	8.02	8.33	8.02
Asphaltenes, Mass %	D2007	0	0	0	0	0	0	0.2	0.1
Polar Compounds, Mass %	D2007	4.3	5.7	9.7	11.8	10.5	12.6	13.8	15.9
Aromatics, Mass %	D2007	64.5	68.0	67.0	66.2	70.2	60.6	71.2	54.9
Saturates, Mass %	D2007	31.2	26.3	23.3	22.0	19.3	26.8	14.8	29.1

April 9, 2003

Lee County
1500 Monroe Street
Fort Meyers, FL
33901
Attn: Randy Cerchie, Construction Manager

Dear Mr. Cerchie,

This letter will confirm that Lee County has the permission of H.I.P. Hot-In-Place Paving, L.L.C. to piggy-back on Tampa Contract #71012402. If you have any questions or require any further information, please contact our office.

Sincerely,



as per

Frank Crupi



CITY OF TAMPA

Pam Iorio, Mayor

Department of Public Works

April 9, 2003

Randy Cerchie- Lee County
Construction Manager
1500 Monroe Street
Fort Myers, FL 33901

Re: HIP Contract Extension

Dear Mr. Cerchie:

The City of Tampa has extended the Hot-In-Place Recycling contract with HIP Paving, L.L.C. so that purchases can be made until a new contract can be bid and awarded. The same conditions should still apply as stated in the previous letter from the City of Tampa.

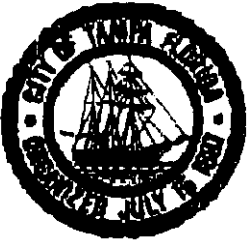
If you have any question, feel free to call me at (813) 622-1948.

Sincerely,

Ken Holton, P.E.
Street Maintenance Engineer

Xc: File

K:/share/ken/HIPpurchase



CITY OF TAMPA

Purchasing Department

Joan Tranco McConnell
Director of Purchasing

October 10, 2002

Frank Crupi
H.I.P. Hot-In-Place Paving, LLC
2845 Seabreeze Drive S.
Gulfport, FL 33707

Subject: **USE OF HOT-IN-PLACE RECYCLING AWARD BY OTHER GOVERNMENT ENTITIES**

The City of Tampa has no objection to the use of the City's Hot-In-Place Recycling Award with H.I.P. Hot-In-Place Paving, LLC by other government entities and municipalities. In doing so, the Awardee agrees to provide these services with the same prices, terms and conditions as stated in the City's Award. The Award period is from March 7, 2002 through March 6, 2003 and has two 1-year renewal options.

If you have any questions, please call Israel Segarra at (813) 274-8833.

Sincerely,

Joan Tranco McConnell
Director of Purchasing

306 E. Jackson Street, 2E • Tampa, Florida 33602 • 813/274-8351

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www.tampagov.net