

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

Blue Sheet No. 20070693

1. ACTION REQUESTED/PURPOSE:

Approve the utilization of piggybacking from City of Tallahassee, Contract No. 1337, for Hot In-Place Asphalt Surface Recycling Program, with Pavement Savers Inc., for work on SR 78 from Matlacha to Stringfellow and a northern section of Burnt Store Road, in the amount of \$500,000.00. Authorize Chair to execute construction contract on behalf of the Board upon receipt.

2. FUNDING SOURCE: Fund – Transportation Capital Improvement; Program – Major Maintenance; Project – Road Resurfacing and Rebuild.

3. WHAT ACTION ACCOMPLISHES:

By allowing the Department to piggyback onto the City of Tallahassee contract it will allow Lee County Transportation to pave approximately 66,000 SY for work on SR 78 from Matlacha to Stringfellow and a northern section of Burnt Store Road prior to the upcoming rainy season.

4. MANAGEMENT RECOMMENDATION: Approve

5. Departmental Category: 9. Transportation **C9C** **6. Meeting Date:** MAY 15, 2007

7. Agenda: <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	8. Requirement/Purpose: (specify)		9. Request Initiated:	
	<input type="checkbox"/> Statute			Commissioner
	<input type="checkbox"/> Ordinance			Department Transportation
	<input checked="" type="checkbox"/> Admin. Code	AC-4-4	Division	
	<input type="checkbox"/> Other			By: Scott Gilbertson, Director

10. Background:

The Contracts Management office received a request from Lee County Dept. of Transportation to utilize piggybacking from the City of Tallahassee, Contract No. 1337, for Hot-In-Place Asphalt Surface Recycling Program for work on SR 78 from Matlacha to Stringfellow and a northern section of Burnt Store Road, in the amount of \$500,000.00

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 lone 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 Tallahassee's bid for piggybacking. Therefore, approval is requested to utilize piggybacking from the City of Tallahassee's bid, which has gone through their formal bid process, for Hot-In-Place Asphalt Surface Recycling. Lee County will utilize this bid to pave SR 78 from Matlacha to Stringfellow and a northern section of Burnt Store Road, with Pavement Savers Inc. in the amount of \$500,000.00.

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

Funds are available in accounts: 40468330700.503490

- Attachments: 1. Department request to piggyback
2. City of Tallahassee Bid and Contract
3. Pavement Savers Proposal

11. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
5/1/07	[Signature]	N/A		[Signature]	5-4-07	5/4/07	RK for 5/4	[Signature]	[Signature]

12. Commission Action:

- Approved
 Deferred
 Denied
 Other

RECEIVED BY
COUNTY ADMIN:
5-4-07-MP
@ 11:04
COUNTY ADMIN
FORWARDED TO:
5/4/07 11:41 MP

RECEIVED BY
CoAtty
Date: 5/2/07
Time: 2:00 pm
Forwarded To:
5/2/07
5:00 pm

Logan, Cindy S.

From: Cerchie, Randy P.
Sent: Friday, March 23, 2007 10:06 AM
To: Logan, Cindy S.
Cc: Danley, Dirk A.
Subject: FW: Road Resurfacing

Cindy,
Attached is the account string needed. Also, the amount of this piggyback should start at \$500,000, which includes 66,000 SY of work on SR 78 from Matlache to Stringfellow and a northern section of Burnt Store Road. Please let Dirk or me know if you need anything else.
Thanks

From: Price, Eileen
Sent: Friday, March 23, 2007 10:02 AM
To: Cerchie, Randy P.
Subject: Road Resurfacing

40468330700.503490

Eileen Price
Fiscal Manager
1500 Monroe Street, 3rd Floor
Ft. Myers, FL 33990
(239) 479-8507 P
(239) 479-8520 F

Fund - 30700 - Transportation
Capital Improvements
Program -

#20070693



PAVEMENT SAVERS INC.

Thermal Power
World Road Recycling and Maintenance


January 18, 2007

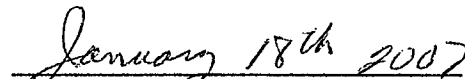
Dirk Danley
Lee County
1500 Monroe Street
Ft Myers FL 33901

Dear Mr. Danley;

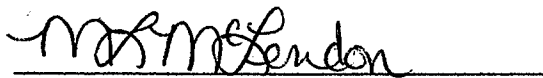
RE: Edge Milling and Multiple Machine Milling
Hot in-Place Asphalt Recycling – Contract No 1337

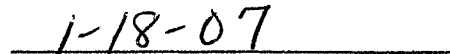
This letter is to acknowledge that Lee County, Florida has our permission to piggyback on the above captioned contract which you have received prior for your Hot In-Place Asphalt Surface Recycling program and we will respect all terms and conditions.


Patrick O'Connor, President


Date Signed

Witness:


Michele McLendon


Date Signed

Rickey, Kent

From: Rickey, Kent
Sent: Monday, January 22, 2007 4:04 PM
To: Dirk@Lee County (E-mail)
Cc: Morris, Turquoise; Lewis, Tom J. (S&D)
Subject: City of Tallahassee Milling Contract



file0001.tif

As provided for in Section 5.17 of the City's Contract, the City of Tallahassee here by approves Lee County to piggyback its contract #1337 with Pavement Savers, Inc. at the same Terms and Conditions. Contract attached for you information.

Kent Rickey, CPPB
 Procurement Supervisor
 City of Tallahassee

Post-It® Fax Note		7671	Date	01.22	# of pages	2
To	MICHELE		From	KENT		
Co./Dept.			Co.			
Phone #			Phone #			
Fax #	321.635.9555		Fax #			



October 27, 2006

VENDOR: Patrick O'Connor
Pavement Savers, Inc.
P.O. Box 1923
Cocoa, FL 32923

Contract documents have now been executed by all parties and we are enclosing a copy for your files.

PROJECT: Edge Milling & Multiple Machine Milling Hot in Place
Asphalt Recycling – Contract No. 1337

If you have any questions, please contact Helen Jackson of our office at (850) 891-8130.

CONTRACT

Between the City of Tallahassee ("City) and Pavement Savers, Inc. ("Contractor")

CONTRACT NO. 1337

SUBJECT OF CONTRACT: Edge Milling and Multiple Machine Milling Hot In Place asphalt Recycling

CONTRACT AMOUNT:

- Exact Amount: \$ _____
- Not To Exceed (NTE): \$ _____
- Estimate Only (EST): \$ _____

- Exact Amount: \$ 461,160.00
(Subject to allowed adjustments as specified elsewhere in the contract.)

LINE ITEMS AWARDED: All

CONTRACT TERM:

The performance period ("Term") of the resultant contract will be as follows:

(a) Basic Term: October 1, 2006 through September 30, 2009

NOTE: The effective date is subject to change, depending on the date the contract is fully executed by the City. Therefore, said supplies and/or services shall not be provided to the City until the contract is fully executed.

(b) Permitted But Not Exercised Extension Period(s): (1yr)

And Except as provided for in Section 5.16

CONTACT PERSONNEL	
Contract Administrator: Scherri Bryant Telephone Number: (850) 891- 8371 Fax Number: (850) 891-8796 or 8788	Technical Representative: Tom Lewis Telephone Number: (850) 891- 5313 Fax Number: (850) 891- 5258
FOR CITY OF TALLAHASSEE INTERNAL USE ONLY	
Type of Contract (Check One) <input type="checkbox"/> Firm Fixed Price <input checked="" type="checkbox"/> Fixed Price w/Economic Price Adjustment	Type of Contract Award (Check One) <input type="checkbox"/> Single Award <input type="checkbox"/> Split Award <input checked="" type="checkbox"/> Multiple Award
Type of Quantity Delivery (Check One) <input type="checkbox"/> Definite Quantity <input type="checkbox"/> Indefinite Quantity <input checked="" type="checkbox"/> Requirements	
Approval Level: City Commission Approval Date: August 30, 2006	

TABLE OF CONTENTS

This contract incorporates the following documents and sections in full text, unless stated elsewhere in the contract as incorporated by reference. Any inconsistency in the contract shall be resolved by giving precedence in the following order:

INCLUDED	DESCRIPTION
Contract Cover (Pages 1 and 2)	Contract Between the City and Contractor
Section 1	Price Schedules
Section 2	Representations/Certifications
Section 3	Statement of Work/Specifications
Section 4	Contract Management
Section 5	Miscellaneous Contract Clauses
Section 6	Attachments to Contract

CERTIFICATION OF CONTRACTOR

In response to the solicitation, I, the undersigned representative of the named contractor, hereby certify and represent as follows --

- (1) That I have read and examined the solicitation in full and all attachments thereto, and that I have satisfied myself with respect to any questions I have regarding the solicitation; and
- (2) That I am duly authorized by the named contractor to execute the bid and associated contract intending to bind the contractor to the City as stated in those documents; and
- (3) That, if awarded the subject contract, the contractor will satisfactorily perform all work under that contract in strict accordance with its terms and conditions.

CONTRACT EXECUTION

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their duly authorized representatives, effective as of the commencement of the performance period ("Term") set forth on page 1 of this contract.

City of Tallahassee

(By) Cathy Davis (Seal)
(Signature)

Cathy Davis
Manager for Procurement Services

Contractor

(By) [Signature] (Seal)
(Signature)

PATRICK O'CONNOR PRES 5-8-06
(Print/Type Name, Title and Date)

**Attest
(City Representative)**

(By) [Signature]
(Signature)

Gary Herndon
City Treasurer Clerk

10-27-06
Execution Date

**Approved As To Form:
(City Attorney)**

(By) [Signature]
(Signature)

Patrick E. Hurley, Assistant City Attorney

(Print/Type Name, Title and Date)

SECTION 1 - PRICE SCHEDULE

(BIDDER: OFFERS MUST BE SUBMITTED ON THIS FORM. THIS FORM SHALL BECOME AN INTEGRAL PART OF THE RESULTANT CONTRACT.)

THE CONTRACTOR AGREES --

To furnish the below listed items of supplies and/or services, awarded in whole or in part by the City, at the price set for each item offered by the Contractor, in accordance with the terms and conditions of the contract.

PRICE RELATED FACTORS

(1) The price set for each item is a "firm-fixed" price, and inclusive of all labor, supervision, materials, supplies, equipment, tools, transportation, handling, assessments, fees, and taxes etc, unless any of these factors are listed below as a separate line item.

(2) The Contractor is not exempt from the Florida Sales Tax on materials or services.

CONTRACTOR PRICES

Estimated Quantity per year of Hot In Place asphalt recycling 70,000 SQ. YDS.

ITEM NO.	ITEM DESCRIPTION	UNIT of MEASURE	UNIT PRICE	TOTAL AMOUNT
001	Hot In Place Recycling of existing roadway (includes heating scarify, minimum of 1", recycle, reapplication and relaying of addition top course. Surface course asphaltic concrete to be supplied by the city.	Sq. Yds 70,000	\$ 1.94	\$ 135,800
002	Hot In Place Recycling of existing roadway (includes heating scarify- minimum of 1.5", recycle, reapplication and relaying of addition top course. Surface course asphaltic concrete to be supplied by the City.	Sq. Yds 70,000	\$ 2.19	\$ 153,300
003	Recycling Emulsion. (To be used during recycling process).	Gals 7,000	\$ 2.08	\$ 14,560
004	Edge Milling <u>asphalt</u> 7' width max. 0"-3" deep.	Sq. Yds. 5000 up to 20000	\$ 2.75	\$ 13,750
005	Edge Milling <u>asphalt</u> 7' width max. 0"-3" deep.	Sq. Yds. >20000	\$ 2.75	\$ 55,000
006	Edge Milling <u>concrete</u> 7' width max. 0"-3" deep	Sq. Yds. 5000 up to 20000	\$ 3.15	\$ 15,750
007	Edge Milling <u>concrete</u> 7' width max. 0"-3" deep	> 20000	\$ 3.15	\$ 63,000

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SECTION 2 - REPRESENTATIONS/CERTIFICATIONS

(BIDDER: THIS FORM MUST BE SUBMITTED WITH YOUR BID. THIS FORM SHALL BECOME AN INTEGRAL PART OF THE RESULTANT CONTRACT.)

2.1 MINIMUM BID ACCEPTANCE PERIOD

- (a) "Acceptance Period", as used in this solicitation, means the number of calendar days following the date on which bids are opened during which a bidder may not withdraw its bid, without consent of the City, and during which such bid is subject to acceptance by the City.
- (b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.
- (c) The City requires a minimum Acceptance Period of ninety (90) calendar days. In the space provided below, the bidder may specify a **LONGER** acceptance period than the City's minimum requirement.
- (d) A bid allowing less than the City's minimum acceptance period will be rejected.
- (e) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within—
 - (1) The acceptance period stated in paragraph (c) of above ; or
 - (2) Any longer acceptance period stated in paragraph (d) above.

BIDDER OFFERS A LONGER ACCEPTANCE PERIOD: n/a CALENDAR DAYS.

2.2. DISCOUNT FOR PROMPT PAYMENT

Reference: Solicitation provision entitled, "DISCOUNT FOR PROMPT PAYMENT".
As an alternative to offering a prompt payment discount in conjunction with the bid, prompt payment discounts may be included on individual invoices submitted against the resultant contract.

BIDDER'S OFFER: 2 PERCENT (%) 10 CALENDAR DAYS

2.3. ACKNOWLEDGMENT OF ADDENDA TO THE SOLICITATION

Reference: Solicitation provision entitled, "ISSUANCE OF ADDENDA".

NUMBER	DATED	NUMBER	DATED
1	4/25/06		
2	5/2/06		

2.4 IDENTIFICATION OF HAZARDOUS MATERIALS PER SECTION

<u>Material (If none, insert "None")</u>	<u>Identification No.</u>
_____	_____
_____	_____
_____	_____

SECTION 2 - REPRESENTATIONS/CERTIFICATIONS

2.5. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The bidder certifies that--

- (1) The prices set forth in the price schedule have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor.
- (2) The prices set forth in the price schedule will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening.
- (3) No attempt have been made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

2.6. TAXPAYER IDENTIFICATION

Bidder must complete Federal Form W-9 and submit it with their bid. The form may be downloaded from the Internal Revenue web site at www.irs.gov.

2.7 CONTACT FOR CONTRACT MANAGEMENT (Type/Print)

NAME: Patrick O'Connor
MAIL ADDRESS: P.O. Box 1923
Cocoa FL 32923
(City) (State) (Zip Code+4)
TELEPHONE NO: VOICE: (800) 677-9442, EXTENSION: _____
(Toll-Free Preferred) OTHER: (321) 635-9500; FAX: (321) 635-9555
EMAIL ADDRESS: Pat@smoothroads.com

2.8 CONTACT FOR INVOICE INQUIRIES

NAME: Loretta Lawrence A/R
MAIL ADDRESS: P.O. Box 1923
Cocoa FL 32923
(City) (State) (Zip Code+4)
TELEPHONE NO: VOICE: (800) 677-9442, EXTENSION: _____
(Toll-Free Preferred) OTHER: (321) 635-9500; FAX: (321) 635-9555
EMAIL ADDRESS: info@smoothroads.com

2.9 PAYMENT REMITTANCE ADDRESS (if different from Company Address)

NAME: _____
MAIL ADDRESS: _____

(City) (State) (Zip Code+4)
TELEPHONE NO: VOICE: () _____, EXTENSION: _____
(Toll-Free Preferred) OTHER: () _____; FAX: () _____
EMAIL ADDRESS: _____

SECTION 3 – STATEMENT OF WORK/SPECIFICATIONS

3.1 DESCRIPTION OF WORK

The City of Tallahassee reserves the right to designate various streets for any work available under this contract.

1. Edge Milling and Hot In Place asphalt recycling only or
2. Hot In Place asphalt recycling only
3. Or any other combination of the items as deemed necessary in this proposal.

This work consist of rehabilitating the surface layer of the existing asphalt roadway to a depth of 1 inch up to 1.5 inches and placing a layer of new HMAC material over the rehabilitated surface. This will be accomplished with specially designated machine in a simultaneous process of heating, scarifying, applying an asphalt rejuvenating agent (emulsifier), thoroughly re-mixing and reshaping the existing surface. If the overlay is not going to be done at this time the contractor must apply a tack coat as per FDOT on a clean surface at the rate of .05 -.08 Gals. Per Sq. yd. prior to the application of the final overlay. The cost of the tack coat and the final overlay is to be included in the Sq. Yd. cost for Hot In-place recycling. The new HMAC placed over the rejuvenated layer of existing asphalt, shall be in compliance with the lines, grades, thickness and typical cross section established by the Superintendent or Designee.

3.2 ALL WORK AND MATERIAL MUST COMPLY WITH FDOT STANDARDS.

NOTE: The machine that heats, scarifies, rejuvenates, and remixes must also lay the recycled asphalt material. The Superintendent or his/her designee will provide the list of streets and surface selected for this application after the bid is awarded. Additional pre-heaters may be required to achieve the specified depth, as directed by the City Superintendent or Designee.

3.2.1 All MILLING TO BE DONE AS PER FDOT (Section 327).

The sequence of work to be done consists of:

- a) MOT
- b) Removal of existing asphalt pavement by edge milling 1" below lip of gutter
- c). Clean roadway
- d). Hot In-Place asphalt Recycling 24 Hrs. after milling is completed

3.3 MATERIAL

- a) Asphalt Rejuvenating Agent (Emulsifier): The Superintendent or Designee will approve the asphalt-rejuvenating agent. The recycling agent used to restore the plasticity of the existing asphaltic pavement shall be emulsified agent. The rejuvenating agent shall meet the requirements of FDOT Specifications or equal. A manufacturer's certification shall be submitted for the recycling agent.
- b) Hot Mix Asphaltic Concrete (HMAC): The current holder of the City of Tallahassee material term contract will deliver asphaltic concrete material used for the new surface to the site. The Delivery of the new HMAC will be coordinated with the HMAC supplier by the Contractor's Representative.

3.4 JOB CONDITIONS

- a) Weather limitations for this work shall be a minimum of 50 degrees F. and rising.
- b) Normal working hours is 9 a.m. to 4 p.m. Monday through Friday. Work on holidays, weekends, will only be done if approved by the Superintendent or Designee.
- c) Prior to the hot in place operation, the pavement shall be cleaned so as to be reasonably free from sand, dirt and other deleterious substances that would affect the quality of the recycled mix.
NOTE: No separate charge shall be made for this requirement.
- d) The Contractor shall be responsible for protecting the areas adjacent to the work from heat damage.
- e) Hot In-Place shall follow Edge Milling no later than 24Hrs. after milling is completed.

3.5 EQUIPMENT

- a) All tools, equipment, and machinery shall be maintained in satisfactory working condition and shall be subject to the approval of the Superintendent or Designee.
- b) Repaving machine: The machine shall be an approved, self-contained, self-propelled, automated unit that heats scarifies (or mills), automatically applies recycling agent at a uniform rate (determined by the Superintendent or Designee), thoroughly mixes, redistributes and levels the existing asphalt to the specified depth. The mixed HMAC must be laid within 30 seconds after the scarification begins to ensure a hot monolithic bond with the recycled asphalt pavement. The machine shall also be capable of reworking the material around manholes and other obstacles; the machine shall be capable of adding and mixing the recycling agent evenly and shall be equipped with a leveling blade and screed for re-graded of the existing asphaltic concrete surface.
- c) Pre-heater: This unit shall be hooded to prevent damage to adjacent property, including trees shrubs and landscaping. The heating hood shall be capable of heating the pavement surface to minimum temperature of 225 degrees F, not to exceed 325 degrees F. This will allow for scarification to the required depth without breaking the aggregate particles or charring the pavement surface.
- d) Scarifying and Milling units shall be automatically controlled units in order to control the depth of penetration and to clear utility manholes and other obstructions. The Superintendent or Designee shall direct the depth of scarification. NOTE: Scarifying depth may vary in range from 1 inch to 1 1/2 inches.
- e) Recycling Agent Applicator: This System shall be automatically controlled; the recycling agent must be applied to the scarifying material at a uniform rate (Determined by the Superintendent or Designee.) The application rate shall be synchronized with the machine's forward speed to maintain a tolerance within \pm 5% of the specified rate.
- f) Recycling Unit: The machine shall consist of a system that mixes and redistributes and levels the scarified material over the width being processed to produce a uniform cross section of recycled material.

- g) The recycling screed shall be heated to have crown control, and be capable of redistributing the recycled material to the desired longitudinal grade and transverse cross section.
Finishing unit: The asphalt spreader shall consist of a hopper and conveyor system to collect and transport the new HMAC to the screed unit without segregation of the new material. Spreader must be equipped with Electronic screed control.
- h) The machine shall have an automatic controlled screen to produce a surface conforming to the surface thickness as required by the Superintendent or Designee. The thickness of the surface course lift shall not exceed 2 inches. This unit shall be capable of applying the new HMAC to a uniform longitudinal profile and cross slope of ¼ inch per foot. The finishing screed must be heated and capable of electronically controlling in the cross slope, and applying the new HMAC to produce a uniform surface and texture
- i) Rollers: Rolling equipment shall be of sufficient type and weight to compact the new HMAC and the recycled material to the required density as determined by the Superintendent or Designee. Sufficient numbers of rollers shall be furnished to keep up with the operation.
- j) All rolling should be completed before the temperature of the new HMAC drops below 190 F.

3.6 Traffic Control

- a) Temporary pavement markings shall be the responsibilities of the City of Tall.
- b) Maintenance of Traffic: Suitable methods shall be used by the Contractor to protect the new asphalt surface from all types of vehicular traffic without damage. Opening to traffic does not constitute acceptance of work. Conform to requirements of the FDOT "Maintenance of Traffic".
- c) The contractor will maintain at least one-way traffic and shall provide effective Traffic control at all times. Two-lane traffic shall be maintained wherever possible. Note: Payment for Traffic control shall be included in the various unit price bid. No separate payment for traffic control will be made.
- d) No interruption of access to property shall be made unless prior arrangement acceptable to the occupant or owner of the affected property have been made and approved with the Superintendent or Designee.
- e) Submit to the Superintendent or Designee for approval a Traffic Control Plan signed by a State of Florida Advanced Trained Traffic Control Supervisor.
- f) The Contractor shall have at all times of operation a **Certified Traffic Control Supervisor** on site.

3.7 Executions

- a) Hold a pre-construction meeting at least one week (seven days) before start of operation. Notify Superintendent or Designee at least 48 hours prior to commencement of any paving operation.
- b) The heating unit shall produce sufficient heat to soften the pavement uniformly without burning or charring the existing asphalt pavement.
- c) The process shall produce a welded, longitudinal joint, the standing edge of the adjoining asphalt pavement shall fully heat to a width of at least 2 inches beyond the width to be scarified and recycled.
- d) Immediately following heating of the pavement, the existing surface shall be scarified (milled) to the specified depth.

- e) The machine shall have the capability of maintaining a recycled mat with a minimum temperature of 190 degrees F and a maximum temperature of 225 degrees F throughout the repaving operation.
- f) Due to the varying locations and properties of the existing asphalt paving, the following adjustments shall be made if required and directed by the Superintendent or Designee.
 - 1) Depth of scarification may be varied.
 - 2) Application rate for the recycling agent may be uniform mixture. Note: Payment item for the recycling agent will be the unit price bid for the recycling agent.
 - 3) Spot leveling may be necessary as directed by the Superintendent or Designee. Note: Spot leveling will be paid for by the measured square yards under the unit price for Hot in Place recycling.
 - 4) If required by the Superintendent or Designee, Arrow boards and Message Boards may be required. Note: No additional pay item will be paid for these traffic control devices.
 - 5) Contractor to provide sufficient testing to ascertain correct application rate of **Recycling Emulsion** agent.
- g) Cleanup- The Contractor will keep the work site free from accumulations of waste material, rubbish and debris from and about the work site as well as all tool, construction equipment, and machinery, and surplus materials, and will leave the site clean. The Contractor will restore to their original condition those portions of the work site, such as staging and stockpile areas, not designed for alteration as contained in the Delivery Order. This will include returning the area to the proper grade and slope as well as replacing sod, if so required by the Superintendent or Designee.

3.8 **QUALITY CONTROL**

The Superintendent has the option of when and where tests may be taken to check if the surface is in compliance with thickness, smoothness, etc. and meets requirements of the specifications as directed by the Superintendent and as outlined in Section 330 FDOT

Contractor will assign a Quality Control Supervisor of the project. This person will work in conjunction with the City's Quality Control Inspector.

3.9 **METHOD OF MEASUREMENT**

- a) The accepted quantities of asphalt pavement surface recycled will be measured and paid by the square yard. Pay item, Hot In-Place Recycling – Square Yard unit price.
- b) The gallon used in place as determined by the Contractor and their predetermined Mix Design and Superintendent, or Designee and the Job Supervisor will measure asphalt-recycling agent. Pay item, Recycling Emulsion – Gallon

3.10 **BASIS OF PAYMENT**

Price payment will be full compensation for all work specified in section 1.1 and 3.1

- a) The contractor shall submit a Material Safety Data Sheet in, accordance with the requirements of 29 CFR 1910.1200(g) for all hazardous material identified and listed in the contractor's bid. Data shall be submitted whether or not the contractor is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet before the use of any hazardous material shall result in termination of the contract with the contractor for default.
- b) The list of hazardous material in effect at commencement of this contract must be updated during performance of the contract whenever the Contractor determines that any hazardous material not previously listed is to be delivered under this contract.
- c) During performance of the contract, if there is a change in the composition of the item(s), which renders incomplete or inaccurate the data previously submitted, the Contractor shall promptly notify the Contract Administrator and submit complete and accurate data.
- d) Neither the requirements of this clause nor any act or failure to act by the City shall relieve the Contractor of any responsibility or liability for the safety of City, Contractor, or subcontractor personnel or property.
- e) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, coded, ordinances and regulations (including the obtaining of licenses and permits) regarding hazardous materials.
- f) The City's rights in data furnished under this contract with respect to hazardous material are as follows:
 - (1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to-
 - i) Apprise personnel of the hazards to which they may be Exposed in using, handling, packaging, transporting, or disposing hazardous materials
 - ii) Obtain medical treatment for those affected by the material; and
 - iii) Have others use, duplicate, and disclose the data for the City for these purposes.
 - (2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h) (1) of this clause, in precedence over any other clause of this contractor providing for rights in data.
 - (3) The City is not precluded from using similar or identical data acquired from other sources.

3.10 **CONTRACTOR INSPECTION REQUIREMENTS**

The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the supplies, material, equipment, or services furnished under this contract conform to contract requirements, including any applicable technical requirements for specified manufacturer parts. Performance of inspection or testing by the City shall not relieve the Contractor of this responsibility nor waive any rights of the City to reject or otherwise obtain relief in relation to non-conforming supplies, material, equipment, or services

3.11 DELIVERY OF EXCESS QUANTITIES

The Contractor is responsible for the delivery of each item quantity within allowable variations, if any. If the Contractor delivers and the City receives quantities of any item in excess of the quantity called for (after considering any allowable variation in quantity), such excess quantities will be treated as being delivered for the convenience of the Contractor. Quantities in excess will, at the option of the City, either be rejected and returned at the Contractors expense or retained and paid for by the City at the contract unit price.

EDGE MILLING ASPHALT PAVEMENT PART 2

3.12 GENERAL

All edge milling work herein specified shall be performed in accordance with the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction most recent edition at the time of bid submittal and this specification. Where there is conflict between this specification and FDOT's specifications, this specification shall overrule. All references in FDOT's specifications to the Engineer shall mean the City of Tallahassee Streets and Drainage Superintendent or his/hør authorized representative, herein after referenced to as the Superintendent. The decision of the Superintendent shall be final on all items.

3.13 EQUIPMENT

a) In general, the Contractor may perform the work using equipment, tools, machinery, etc. of their own choosing. However, all equipment to be used in the construction of the project shall be subject to approval or disapproval by the Superintendent and shall be in accordance with the most current edition of FDOT Standards.

b) The equipment used in the cold plane milling operation shall be a machine capable of maintaining a depth of cut and cross slope across the entire pavement surface to the desired uniformity and texture as specified by the Superintendent. The equipment shall be capable of accurately and automatically establishing profile grades along each edge of the machine (within + or - 1/8 inch) by automatic controls referencing from the existing pavement. The machine shall be equipped with a means to effectively limit the amount of dust escaping from the removal operation. To prevent infiltration of milled material into the storm sewer system, the sweeping operation shall be performed immediately after the milling operation.

c) Jobsite storage of equipment shall be the responsibility of the contractor.

3.14 CONSTRUCTION METHODS

a) Edge Milling

1) The pavement surface shall be removed to the depth, width, grade and cross section as directed by the Superintendent which will restore the pavement surface to a uniform longitudinal profile and cross section. Additional work at intersections may be needed to obtain smooth transitions.

- 2) In general, the work to be done shall be removal of existing asphalt pavement to a depth of one (1) inch below gutter elevation. However, in no case shall asphalt pavement be removed within one-half (1/2) inch of the base, unless approved by the Superintendent. If the base is exposed, asphalt will be placed immediately over exposed areas. All asphalt above and in the gutter is to be removed by methods, which will not damage concrete curb and gutter.
- 3) The City will not be liable and will accept no responsibility for damage by hidden unexposed manholes or other utility appurtenances done to the milling machine or any other equipment of the Contractor.
- 4) The Contractor shall construct transitions at all streets, driveway intersections, intersections and alleys as directed by the Superintendent. The transitions shall be from a straight-line projection of the toe of the curb of the street being milled to a distance not to exceed one hundred (100) feet.
- 5) The Contractor shall edge mill on either or both sides of street with a width of approximately six and one half (6 ½) feet, (single pass)
- 6) The milled material shall remain the property of the City. The milled material shall be hauled by the Contractor on his trucks from the work site to a location adjacent to Messer Field Softball Complex off Jackson Bluff or other areas in close proximity and of equal or lesser distance and accessibility.
- 7) The newly milled surface shall be properly cleaned, the Hot In-Place asphalt recycling to follow, but no later than 24 hours after the edge milling operation as directed by the Superintendent.

3.14 MEASUREMENT OF WORK COMPLETED

- a) Asphalt edge milling shall be measured in square yards and in (0-3) inches of depth.
- b) Concrete edge milling shall be measured in square yards and in (0-3) inches of depth.

3.15 PAYMENT FOR WORK COMPLETED

- a) Payment for work completed shall be by Bid Items as listed on page 1 based on field-measured quantities and shall be full compensation for work completed in accordance with specification. There shall be no separated payment for mobilization, site preparation, handling of milled material to locations identified on these specifications, sweeping and clean up, notification and removal of parked cars, traffic control, down time, or any other related work that is not specifically covered under a Bid Item.

SECTION 4 - CONTRACT MANAGEMENT

4.1. CITY REPRESENTATIVES

4.1.1. CONTRACT ADMINISTRATOR

Responsible for acting on behalf of the Manager of Procurement Services Office (PSO), as delegated. Duties include, but not limited to --

- (a) Overall liaison between the City and the Contractor.
- (b) Overall contract administration (maintain contract files; process contract modifications, cancellations, or terminations; etc).
- (c) Assist and advise City departments and subordinate units on purchasing matters.
- (d) Resolve conflicts between the City and contractor, when such conflicts can not be resolved by the Technical Representative, to include, interpreting and enforcing contract requirements.

4.1.2. TECHNICAL REPRESENTATIVE(S)

Duties include, but not limited to --

- (a) Serve as liaison between the PSO and the Contractor on technical issues.
- (b) Place orders against this contract, if applicable.
- (c) Conduct evaluation and report on contractor's performance.
- (d) Reviews and recommends action on contractor payment requests.
- (e) Alerts the Contract Administrator of developing and unresolved problems.

4.2. CONTRACTOR REPRESENTATIVES

The Contractor's representatives on this contract responsible for contract management are those persons identified by the contractor in "Section 2" of this contract and as required by any other clause to this contract.

4.3. CHANGES TO DESIGNEES

If different representatives are designated by either party during the term of the contract, notice of any changes (name, address, telephone numbers, etc) will be promptly rendered in writing to the other party. Changes to designees shall be handled between the City's Contract Administrator and the Contractor's Contract Manager.

SECTION 5 - MISCELLANEOUS CONTRACT CLAUSES

5.1. INSURANCE REQUIREMENTS:

(a) Prior to commencing work, the Contractor shall procure and maintain at Contractor's own cost and expense throughout the Term of the contract the following types and limits of insurance coverage in relation to the performance of work or provision of services hereunder by the Contractor, its agents, representatives, employees or subcontractors:

(1) Commercial General/Umbrella Liability Insurance - \$500,000 limit per occurrence for property damage and bodily injury. The service provider should indicate in its bid whether the coverage is provided on a claims-made or preferably on an occurrence basis. The insurance shall include coverage for the following:

- Premise/Operations
- Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project)

- Products/Completed Operations
- Contractual
- Independent Contractors
- Broad Form Property Damage
- Personal Injury

(2) Business Automobile/Umbrella Liability Insurance- \$300,000 limit per accident for property damage and personal injury.

- Owned/Leased Autos
- Non-owned Autos
- Hired Autos

(3) Workers' Compensation and Employers'/Umbrella Liability Insurance -- Workers' Compensation coverage with benefits and monetary limits as set forth in Chapter 440, Florida Statutes. This policy shall include Employers'/Umbrella Liability coverage for \$500,000 per accident. Workers' Compensation coverage is required as a condition of performing work or services for the City whether or not the Contractor or Vendor is otherwise required by law to provide such coverage.

(b) Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City of Tallahassee, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers ("City Insureds"); or the Contractor shall procure a bond guaranteeing payment of losses, related investigation, claim administration and defense expenses.

(c) **Other Insurance Provisions**

(1) **Commercial General Liability and Automobile Liability Coverages**

- (i) The City Insureds are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor or premises on which Contractor is performing services on behalf of the City. The coverage shall contain no special limitations on the scope of protection afforded to the City Insureds.
- (ii) The Contractor's insurance coverage shall be primary insurance as respects the City Insureds. Any other insurance or self-insurance maintained by or on behalf of the City Insureds shall be excess of Contractor's insurance and shall not contribute with it.
- (iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City Insureds.
- (iv) Coverage shall state that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) **Workers' Compensation and Employers' Liability and Property Coverages**

The insurer shall agree to waive all rights of subrogation against the City Insureds for losses arising from activities and operations of Contractor in the performance of services under this contract.

(3) **All Coverages** /

- (i) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City Contract Administrator.
- (ii) If Contractor, for any reason, fails to maintain insurance coverage which is required pursuant to this contract, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this contract and obtain damages from the Contractor resulting from said breach.
- (iii) Alternatively, City may purchase such required insurance coverage (but has no special obligation to do so), and without further notice to Contractor, City may deduct from sums due to Contractor any premium costs advanced by City for such insurance.

(d) **Acceptability of Insurers**

Insurance is to be placed with Florida admitted insurers rated B+X or better by A.M. Best's rating service.

(e) **Verification of Coverage**

Vendors are reminded that regardless of what the State of Florida requirements for insurance are (Including the exemption for Workers Compensation Insurance), the insurance specified herein is the minimum requirement for firms wishing to enter into a contract with the City. Bidders, must supply proof with their bid, of insurance meeting the above mentioned requirements or provide a letter from an authorized agent of Florida admitted insurers stating that if awarded a contract the vendor will be eligible to buy insurance in the amounts required by the contract.

Contractor shall furnish the City with certificates of insurance and with original endorsements providing evidence of coverage required by this clause. The certificates and endorsements for each policy must be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City before work commences. Certificates of Insurance must be annotated with the applicable contract number.

(f) **Subcontractors**

Contractor shall include each of its subcontractors as insureds under the policies of insurance required herein.

5.2. **PAYMENTS**

(a) The City shall pay the Contractor, either by credit card or upon the submission of proper invoices or contract pay requests, the prices stipulated in this contract for supplies delivered and/or services rendered and accepted, less any deductions provided in this contract.

(b) It is the policy of the City of Tallahassee to fully implement the provisions of the "Florida Prompt Payment Act". For more information, please refer to Section 218.70 Florida Statutes.

5.3. **SUBMITTAL OF PROPER INVOICES**

(a) The Contractor shall submit an original invoice (or electronic invoice, if authorized,) at the end of every month, in which services were rendered, to the following address:

Accounts Payable Section, City Hall

300 South Adams Street

Tallahassee, Florida 32301-1731

Telephone (850) 891-8427, Fax (850) 891-8788 or 0940

NOTE, if payment has been made utilizing a City Purchase Card then the invoice must be sent to the attention of and address for the individual who made the purchase. The Invoice should indicate that payment has been with a Purchase Card.

(b) A proper invoice must include--

(1) Name and address of the Contractor;

(2) Invoice date;

(3) Invoice number (contractor is encouraged to assign an identification number);

(4) Contract number;

(5) City's Purchase Order number, if applicable;

(6) Contract line item number, including description, quantity, unit of measure, unit price and extended price of the item;

(7) Terms of any prompt payment discount offered;

(8) Name and address of official to whom payment is to be sent;

(9) Federal Identification Number.

5.4. **INDEPENDENT CONTRACTOR STATUS**

The parties to this contract are independent contractors, and none of the provisions of this contract shall be interpreted or deemed to create any relationship between such parties other than that of independent contractors. Nothing contained in this contract shall be construed to create a relationship of employer and employee, master and servant, principal and agent, or coventurers between the City and the Contractor, between the City and any employee of the Contractor, or between the Contractor and any employee of the City. The City shall have no right to control or direct the details, manner, or means by which the Contractor performs the services or other requirements of this contract except to require compliance with such requirements, and the Contractor, similarly, shall have no control over or management authority with respect to the City or its operations.

5.5. **INDEMNIFICATION**

(a) The Contractor shall indemnify and hold harmless the City, and its officials, officers, and employees, from and against all claims for infringement of any United States Patent and all other claims, damages, losses, and expenses (including without limitation costs of defending the same and attorney's fees) arising out of or resulting from the performance of the work, furnishing of services, or furnishing of materials, goods, or equipment (including but not limited to claims regarding defects in materials, goods, or equipment) which is caused in whole or in part by any breach of contract, act, or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

(b) In any and all claims against the City, or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this clause shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under any Workers' Compensation Act, Disability Benefit Act, or other Employee Benefit Act.

5.6. **EVALUATION OF SERVICES--FIXED-PRICE**

(a) Definition: "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain a quality control program acceptable to the City covering the services under this contract. If requested, complete records of all quality control work performed by the Contractor shall be maintained and made available to the City during contract performance and for as long afterwards as the contract requires.

(c) The City has the right to evaluate all services called for by the contract, to the extent practicable at all times and places of work during the term of the contract. The City shall perform evaluations in a manner that will not unduly delay the work.

(d) Evaluations conducted by the City shall be recorded on a standard Contractor Performance Evaluation (CPE) form or other appropriate document. Completed CPE forms shall be processed as follows:

- (1) The City employee conducting the evaluation ("evaluator") shall send the original CPE form to the Contract Administrator.
 - (2) The Contract Administrator shall forward a copy of the completed CPE form to the Contractor.
 - (3) The Contractor shall furnish a written reply to the Contract Administrator within ten (10) workdays, on any CPE form which contains area rated "unsatisfactory". As a minimum, the Contractor's written reply must explain the courses of action the Contractor has taken to resolve the unsatisfactory findings and to prevent future unsatisfactory performance. The Contractor's written reply to a CPE form shall also be maintained with the contract filed at the PSO.
- (e) If any of the services do not conform with contract requirements, the City may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the City may--
- (1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
 - (2) Reduce the contract price to reflect the reduced value of the services performed.
- (f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the City may--
- (1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or
 - (2) Terminate the contract for default.
- (g) All completed CPE forms and other evaluation correspondence, shall become public record and may be used in evaluations for award of future contracts.

5.7. CHANGES--FIXED-PRICE

- (a) The Contract Administrator may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract.
- (b) If any such change causes an increase or decrease in the cost of, or the time required for performance of, any part of the work under this contract, whether or not changed by the order, the Contract Administrator shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.
- (c) The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order. However, if the Contract Administrator decides that the facts justify it, the Contract Administrator may receive and act upon a proposal submitted before final payment of the contract.
- (d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contract Administrator shall have the right to prescribe the manner of the disposition of the property.
- (e) Failure of the parties to mutually agree to any adjustment shall be resolved under the **Disputes** clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

5.8. **DISPUTES**

- (a) All disputes arising under or relating to this contract shall be resolved under this clause.
- (b) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under this clause; however, such request may become the basis for a claim if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (c) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within one (1) year after accrual of the claim to the Contract Administrator for a written decision. A claim by the City against the Contractor shall be subject to a written decision by the Procurement Services Office.
 - (1) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
 - (2) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the City is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."
 - (3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.
- (d) For Contractor-certified claims, the Procurement Services Office must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- (e) The decision of the Procurement Services Office shall be final.
- (f) If the claim by the Contractor is submitted to the Procurement Services Office or a claim by the City is presented to the Contractor, the parties, by mutual consent, may agree to use alternative disputes resolution. If the Contractor refuses an offer for alternative disputes resolution, the Contractor shall inform the Procurement Services Office in writing, of the Contractor's specific reasons for rejecting the request.
- (g) The City shall pay interest at the rate prescribed by Florida Statute 218.74(4) on the amount found due and unpaid from --
 - (1) the date that the Procurement Services Office receives the claim (certified, if required); or
 - (2) the date that payment otherwise would be due, if that date is later, until the date of payment.
- (h) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Procurement Services Office.

5.9. **NOTIFICATION OF LABOR DISPUTES**

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contract Administrator.

5.10. **NOTIFICATION OF OWNERSHIP CHANGES**

(a) The Contractor shall notify the Procurement Services Office within thirty (30) calendar days, in writing, when the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur.

(b) The Procurement Services Office reserves the right to request accounting records from the Contractor, whenever the Procurement Services Office determines that the ownership changes may affect any cost and pricing data required by the contract, if applicable. For this purpose, the Contractor shall:

- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
- (2) Provide the Procurement Services Office ready access to the records upon request;
- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
- (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract.

5.11. **NOTIFICATION OF BANKRUPTCY**

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contract Administrator. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers for all City contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract has been made.

5.12. **PROTECTION OF CITY BUILDINGS, EQUIPMENT, AND VEGETATION**

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on City property. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the City, as the Contract Administrator directs.

If the Contractor fails or refuses to make such repair or replacement in accordance with such directions, the City may make or contract for such replacement or repair, and, in such event, the Contractor shall be liable to the City for all related costs, which may be deducted from the contract price, and any amounts otherwise owed the Contractor, by the Procurement Services Office. Such failure by the Contractor shall also be deemed a default and shall constitute grounds for termination of this contract, at the option of the City.

5.13. **WARRANTY OF SERVICES**

(a) Definitions.

"Acceptance," as used in this clause, means the act of an authorized representative of the City by which the City assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

"Correction," as used in this clause, means the elimination of a defect.

(b) Notwithstanding evaluation and acceptance by the Technical Representative or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contract Administrator shall give written notice of any defect or nonconformance to the Contractor [Insert the specific period of time in which notice shall be given to the Contractor; e.g., "within thirty (30) days from the date of acceptance by the City", "within 1000 hours of use by the City", or other specified event whose occurrence will terminate the period of notice, or combination of any applicable events or period of time]. This notice shall state either --

(1) That the Contractor shall correct or re-perform any defective or nonconforming services; or

(2) That the City does not require correction or re-performance.

(c) If the Contractor is required to correct or re-perform, it shall be at no cost to the City, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the City may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the City thereby, or make an equitable adjustment in the contract price.

(d) If the City does not require correction or re-performance, the City shall make an equitable adjustment in the contract price.

5.14. **TERMINATION**

(a) If the Contractor fails to fulfill any of its obligations under this Contract, or otherwise, through no fault of the City, such failure shall be considered a default and shall entitle, but not obligate, the City to suspend performance under or to terminate this Contract, in whole or in part, at the City's discretion, if the Contractor fails to cure such default within thirty (30) days after receipt of a written notice thereof from the City. Furthermore, the City shall have the right to terminate this Contract, in whole or in part, without the Contractor being in default thereunder. Termination shall be effected by delivery to the Contractor of a written notice specifying whether termination is for the default of the Contractor or for the City's convenience, the extent to which services under this Contract are to be

terminated, and the date upon which such termination becomes effective. After receipt of such written notice, and except as otherwise directed in writing by the City, the Contractor shall promptly stop work under this Contract on the date and to the extent specified in the notice, terminate all subcontracts to the extent that they relate to the performance of services terminated by the notice, and complete performance of such services as shall not have been terminated by the notice.

- (b) In the event of termination for convenience, the City shall pay the Contractor (i) the full amount due for goods satisfactorily delivered and/or services satisfactorily rendered, (ii) approved costs and expenses incurred which remain unpaid at the time of such termination, and (iii) such other costs of termination, if any, as may be mutually agreed by the parties. The City shall have the right to set off against amounts otherwise owed the Contractor all amounts owed by the Contractor to the City under this Contract or otherwise.

5.15 AVAILABILITY OF FUNDS FOR FUTURE FISCAL YEARS

Funds may not be available for performance under this contract beyond September 30 of each year included in this contract. The City's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the City for any payment may arise for performance under this contract beyond the above referenced date, until funds are made available before commencing work or making deliveries to ensure funds are appropriated for this contract.

5.16 EXTENSION OF SERVICES

The City may require continued performance of any services within the limits and at the rates specified in the contract. The extension provision may be exercised monthly or quarterly, but the total extension of performance hereunder shall not exceed 6 months. The City may extend the services by written notice to the Contractor within 30 calendar days.

5.17 PURCHASES BY OTHER PUBLIC AGENCIES

With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies or political subdivisions within the State of Florida. Such purchases shall be governed by the same terms and conditions stated herein. This agreement in no way restricts or interferes with the right of any Florida State or political subdivision or other public entity to bid any or all of these items independently.

5.18 PRE-PERFORMANCE CONFERENCE

- (a) The Contract Administrator may decide to conduct a Pre-Performance Conference (PPC) to discuss issues that may affect performance on the contract. If the PPC is scheduled, the Contractor will be notified and will be required to attend. The Contractor will be notified of the date, time, and location of the PPC, and any need for attendance by subcontractors. At the conclusion of the PPC, the Contractor and other attendees will be asked to sign a PPC Checklist that outlines the topics discussed at the PPC and will be filed with the contract.

- (b) The Contractor and all other attendees are cautioned that the PPC shall NOT be used as a forum for making changes to the terms and conditions in the contract. Changes to the contract shall be processed in accordance with the procedures provided for in the Changes clause of this contract.

5.19 **MATERIAL SAFETY DATA**

- (a) The contractor shall submit a Material Safety Data Sheet, in accordance with the requirements of 29 CFR 1910.1200(g) for all hazardous material identified and listed in the contractor's bid. Data shall be submitted whether or not the contractor is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet before the use of any hazardous material shall result in termination of the contract with the contractor for default.
- (b) The list of hazardous material in effect at commencement of this contract must be updated during performance of the contract whenever the Contractor determines that any hazardous material not previously listed is to be delivered under this contract.
- (c) During performance of the contract, if there is a change in the composition of the item(s) which renders incomplete or inaccurate the data previously submitted, the Contractor shall promptly notify the Contract Administrator and submit complete and accurate data. /
- (d) Neither the requirements of this clause nor any act or failure to act by the City shall relieve the Contractor of any responsibility or liability for the safety of City, Contractor, or subcontractor personnel or property.
- (e) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances and regulations (including the obtaining of licenses and permits) regarding hazardous materials.
- (f) The City's rights in data furnished under this contract with respect to hazardous material are as follows:
 - (1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--
 - (i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
 - (ii) Obtain medical treatment for those affected by the material; and
 - (iii) Have others use, duplicate, and disclose the data for the City for these purposes.
 - (2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.
 - (3) The City is not precluded from using similar or identical data acquired from other sources.

5.20 REQUIREMENTS

- (a) This is a requirements contract for the supplies or services specified, and effective for the stated Term. The quantities of supplies or services specified are estimates only. Except as this contract may otherwise provide, if the City's requirements do not result in placement of orders in the quantities described as "estimated" or "maximum", that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the City all supplies or services specified in the contract and called for by orders issued in accordance with the Ordering clause. The City may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (c) Except as this contract otherwise provides, the City shall order from the Contractor all the supplies or services described in the Price Schedule that are required to be purchased by the City department(s) or division(s) specified in the contract.
- (d) The City is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (e) If the City requires delivery of any quantity of an item before the earliest date that delivery must be made under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the City may acquire the urgently required goods or services from another source.
- (f) Any order issued during the Term of this contract and not completed prior to the end of such Term shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and City's rights and obligations with respect to that order to the same extent as if the order were completed during the Term.

5.21 ORDERING

- (a) Any services to be furnished under this contract shall be ordered by issuance of orders by City departments or activities, as specified in the contract. Such orders may be issued at any time during the Term of this contract.
- (b) All orders are subject to the terms and conditions of this contract. In case of a conflict between an order and this contract, the contract shall control.
- (c) Orders may be issued orally, by facsimile, by electronic commerce methods.

5.22 ORDER LIMITATIONS

With regard to orders placed against this contract --

- (a) there is **NO minimum monetary limit on single orders**;
- (b) the Contractor shall **NOT** honor any order for a single item or a combination of items specified in the contract **that exceeds \$100,000.00**; and
- (c) there is **NO** minimum or maximum limit on the total orders that can be placed against this contract.

5.23. **EXTENSION OF CONTRACT TERM (Bilateral)**

Upon mutual agreement between the Contractor(s) and the City, this contract may be extended for up to (1), one-year periods at the conclusion of the basic contract term by written notice to the Contractor within Thirty (30) calendar days before the contract expires.

5.24. **ECONOMIC PRICE ADJUSTMENT [ANNUAL]**

(a) The Unit Price Rates reflected in the contract executed with the successful vendor shall be adjusted upward or downward annually based on percentage increases or decreases in the following index:

Consumer Price Index for all Urban Consumers (CPI-U): U.S. City Average, All items (unadjusted)

(b) The annual adjustment to unit prices shall become effective each year on the anniversary of the first day of the month following that in which the contract is dated. The annual increase or decrease in the stated index shall be measured for the twelve month period ending on the anniversary of the last day of the third month preceding that in which the contract is dated.

SECTION 6 - ATTACHMENTS TO CONTRACT

6.1. ATTACHMENTS INCORPORATED IN FULL TEXT

The following attachments are incorporated in this contract in full text and become an integral part of the contract: NONE

6.2. DOCUMENTS INCORPORATED BY REFERENCE

The following documents are incorporated in this contract by reference and become an integral part of the contract, and shall have the same force and effect as if they were incorporated in full text:

- All "Notices/Instructions to Bidders"
- Addenda (If any)
- Proposal of the Contractor.



PAVEMENT SAVERS INC.

Thermal Power
World Road Recycling and Maintenance

February 12, 2007

Mr. Dirk Danley
Lee County
1500 Monroe Street
Ft Myers FL 33901

Dear Mr. Danley:

Enclosed please find our proposal which includes all the preparation, cleaning, vegetation removal, labor, equipment, mobilization, and traffic control including an alternate for stripe removal and all requirements of our contract with the City of Tallahassee for the Hot In-Place Asphalt Surface Recycling and the installation of the Type S-III asphalt.

Based on the U.S. Department of Transportation of Hot In-Place Recycling 1 ¼" and installing the ½" of new Type S-III would equal 2" of Mill and Fill or 2" of 100% recycled.

Please find attached the U.S. Department of Transportations "Techniques for Pavement Rehabilitation of 1" + 1" = 2 ½" and Mr. Benedetti's email which both verify the measurements of our process.

Sincerely,

Patrick O'Connor
President

SECTION 1 - PRICE SCHEDULE

(BIDDER: OFFERS MUST BE SUBMITTED ON THIS FORM. THIS FORM SHALL BECOME AN INTEGRAL PART OF THE RESULTANT CONTRACT.)

THE CONTRACTOR AGREES -

To furnish the below listed items of supplies and/or services, awarded in whole or in part by the City, at the price set for each item offered by the Contractor, in accordance with the terms and conditions of the contract.

PRICE RELATED FACTORS

(1) The price set for each item is a "firm-fixed" price, and inclusive of all labor, supervision, materials, supplies, equipment, tools, transportation, handling, assessments, fees, and taxes etc, unless any of these factors are listed below as a separate line item.

(2) The Contractor is not exempt from the Florida Sales Tax on materials or services.

CONTRACTOR PRICES

ITEM NO.	ITEM DESCRIPTION	UNIT of MEASURE	UNIT PRICE	TOTAL AMOUNT
101-1	Mobilization	Lump Sum	\$	\$ 13,860
101-2	Traffic Control	Lump Sum		\$ 12,540
002	Hot In Place Recycling of existing roadway (includes heating scarify-minimum of 1.5", recycle, reapplication and relaying of addition top course. Surface course asphaltic concrete to be supplied by the City.	Sq. Yds 66,000	\$ 2.19	\$ 144,540
003	Recycling Emulsion. (To be used during recycling process).	Gallons 8250	\$ 2.08	\$ 17,160
331-1	Install 1/2" of Type S III on 66,000 Square Yards	Sq. Yds. 66,000	\$ 3.59	\$ 236,940
Alt A	Stripe Removal and Prepare Road	Sq. Yds. 66,000	\$	\$ 3,300
			\$	\$
			\$	\$