

CITY OF MARGATE, FLORIDA

RESOLUTION NO. 19-085

A RESOLUTION OF THE CITY OF MARGATE, FLORIDA, APPROVING CONTRACT AND AWARDED BID NO. 2019-009 FOR ASPHALT REJUVENATION, TO PAVEMENT TECHNOLOGY INC., IN AN AMOUNT NOT TO EXCEED \$0.95 PER SQUARE YARD FOR APPLICATIONS OF RECLAMITE ASPHALT REJUVENATION AGENT OR \$1.49 PER SQUARE YARD FOR A.R.A.-1 TI POLLUTION-REDUCING POLYMERIZED REJUVENATING SEAL; UTILIZING A JOINT COOPERATIVE BID; PROVIDING FOR EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MARGATE, FLORIDA:

SECTION 1: That the City Commission of the City of Margate, Florida, approves a contract and award of Bid No. 2019-009 for asphalt rejuvenation, to Pavement Technology, Inc., in an amount not to exceed \$0.95 per square yard for applications of reclamite asphalt rejuvenation agent or \$1.49 per square yard for A.R.A.-1 TI pollution-reducing polymerized rejuvenating seal.

SECTION 2: That this contract shall be awarded under a joint cooperative bid for the cities of Margate, Miami-Gardens, and Plantation, with the City of Margate acting as lead agency.

SECTION 3: That the Mayor and City Manager are authorized and directed to execute a contract for the above, or the administration is authorized to issue a purchase order to implement same.

SECTION 4: That this Resolution shall become effective immediately upon its passage.

PASSED, ADOPTED AND APPROVED THIS 21ST day of AUGUST, 2019.

ATTEST:


JOSEPH J. KAVANAGH
CITY CLERK


MAYOR ANTHONY M. CAGGIANO

RECORD OF VOTE

Simone	<u>YES</u>
Arserio	<u>YES</u>
Schwartz	<u>YES</u>
Ruzzano	<u>YES</u>
Caggiano	<u>YES</u>



CONTRACT

THIS CONTRACT, made and entered into this 21st day of August, 2019, by and between:

CITY OF MARGATE, FLORIDA, a municipal corporation organized and existing under the laws of the State of Florida, 5790 Margate Blvd., Margate, Florida, 33063, (hereinafter referred to as "CITY"); and Pavement Technology, Inc. 24144 Detroit Road, Westlake, Ohio 44145 (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

IN CONSIDERATION of the mutual covenants and conditions as herein expressed and of the faithful performance of all such covenants and conditions, the parties do mutually agree as follows:

ARTICLE I

THE CONTRACT DOCUMENTS

The Contract Documents consist of all of the following: Notice Inviting Bid, Instructions to Bidders, Special Conditions, Bid Proposal Form, Schedule of Bid Prices, Information Required of Bidders, Bid Bond, Reference Sheet, Non-Collusive Affidavit, Drug-Free Workplace Form, Performance Bond, and Certificate of Insurance, and which are made a part of this contract, or any additional documents which are required to be submitted under the Contract, and all amendments, modifications and supplements issued on or after the effective date of the Contract.

ARTICLE 2

SCOPE OF THE WORK

CONTRACTOR shall furnish all of the labor, materials, equipment, transportation, supplies, and services necessary to perform all of the work required by the Contract Documents for:

**BID NO. 2019-009
ASPHALT REJUVENATION PROJECT**

ARTICLE 3

CONTRACT TIME

TIME IS OF THE ESSENCE OF THIS CONTRACT. A purchase order shall be issued by the City. Work shall be performed on an as needed basis and shall be complete within the agreed upon time frame established by the Director of Public Works and the Contractor for each assigned project. Failure to achieve timely, substantial, and/or final completion shall be regarded as a breach of this Contract and subject to appropriate remedies.

Contractor shall in accordance with the instructions received from the City, furnish all of the labor, materials, equipment, transportation, supplies and services necessary to perform all asphalt rejuvenation work required as specified by the City of Margate, from the date of this agreement, for a period of two (2) years with an option to renew for three (3) additional one (1) year extensions, providing both parties agree, providing all terms and conditions and specifications remain the same; providing for availability of funding. Rates shall remain fixed and firm for the initial contract term. Rates for any extension options are subject to negotiation, and if adjusted, approved by the City Commission.

ARTICLE 4

CONTRACT SUM

1. CITY shall pay to CONTRACTOR the amount of \$0.95 per square yard for applications with Reclamite asphalt rejuvenation agent or \$1.49 per square yard for applications with the offered alternate product A.R.A.-1 TI pollution-reducing polymerized rejuvenating seal for all scheduled work projects upon its determination that the project has been completed.
2. Payment shall be made at the above itemized price for all completed work upon approval by the City. This price shall be full compensation for all costs associated with completion of all the work in full conformity with the requirements as stated or shown, or both in the Contract Documents.

ARTICLE 5

PAYMENT

1. The CONTRACTOR shall requisition payment for work completed. Payment shall be made as above provided upon full completion of the job as determined by CITY together with properly executed releases of liens by all subcontractors, suppliers and materialmen as may be required by CITY. CITY shall make payment to CONTRACTOR within 30 calendar days after its approval.
2. CITY may withhold in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:
 - a. Defective work not remedied.
 - b. Claims filed or unreasonable evidence indicating the probable filing of claims by other parties against the CONTRACTOR.
 - c. Failure of the CONTRACTOR to make payment to subcontractors or suppliers for materials or labor.
 - d. Damage to the CITY or to another contractor not remedied.
 - e. Reasonable evidence that the work cannot be completed for the unpaid balance of the Contract time.
 - f. Reasonable evidence that the work will not be completed within the Contract Time.
 - g. Persistent failure to carry out the work in accordance with the Contract Documents.

When the above grounds are removed or resolved or the CONTRACTOR provides a surety bond or a consent of surety satisfactory to the CITY which will protect the CITY in the amount withheld, payment may be made in whole or in part.

ARTICLE 6

FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the CITY to the CONTRACTOR when all outstanding work has been completed and all controversy regarding the preceding has been settled to the CITY'S satisfaction.

ARTICLE 7

MISCELLANEOUS PROVISIONS

1. Terms used in this Agreement which are defined in the Special and General Conditions of the Contract shall have the meanings designated in those Conditions.
2. This agreement shall have been deemed to have been executed within the State of Florida. The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection, or dispute arising out of this Agreement shall be litigated only in the Seventeenth Judicial Circuit in and for Broward County, Florida.
3. No waiver of any provision, covenant, or condition within this agreement or of the breach of any provision, covenant, or condition within this agreement shall be taken to constitute a waiver of any subsequent breach of such provision, covenant, or condition.
4. CONTRACTOR shall not assign or transfer the Contract or its rights, title or interests therein without CITY'S prior written approval. The obligations undertaken by CONTRACTOR pursuant to the Contract shall not be delegated or assigned to any other person or firm unless CITY shall first consent in writing to the assignment. Violation of the terms of this Paragraph shall constitute a breach of Contract by CONTRACTOR and the CITY may, at its discretion, cancel the Contract and all rights, title and interest of CONTRACTOR shall thereupon cease and terminate.
5. This agreement, and attachments, represents the entire understanding of the parties as to the matters contained herein. No prior oral or written understanding shall be of any force and effect with respect to those matters covered hereunder. This agreement may only be modified by amendment in writing signed by each party.
6. **THE PARTIES TO THIS AGREEMENT HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THE CONTRACT, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE MATTERS TO BE ACCOMPLISHED IN THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR THE ACTIONS OR INACTIONS OF ANY PARTY.**
7. **SCRUTINIZED COMPANIES:** In accordance with s. 287.135, Florida Statutes, as amended, a company is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services if:

- a. Any amount of, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
- b. One million dollars or more, if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
 - i. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.73, Florida Statutes; or
 - ii. Is engaged in business operations in Syria.
- c. By submitting a bid, proposal or response, the company, principals or owners certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Syria.

8. PUBLIC RECORDS: The Contractor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and specifically agrees to:

- A. Keep and maintain public records required by the City of Margate to perform the service.
- B. Upon request from the City of Margate's custodian of public records, provide the City of Margate with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City of Margate.
- D. Upon completion of the Agreement, transfer, at no cost, to the

City of Margate all public records in possession of the Contractor or keep and maintain public records required by the City of Margate to perform the service. If the Contractor transfers all public records to the City of Margate upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City of Margate, upon request from the City of Margate's custodian of public records, in a format that is compatible with the information technology systems of the City of Margate.

E. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Telephone number:

(954) 954-972-6454

E-mail address:

recordsmanagement@margatefl.com

Mailing address:


5790 Margate Boulevard

Margate, FL 33063

IN WITNESSETH WHEREOF, CITY and CONTRACTOR have signed this Contract in duplicate. One counterpart each has been delivered to CITY and CONTRACTOR. All portions of the Contract Documents have been signed or identified by CITY and CONTRACTOR.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

CITY OF MARGATE



Anthony Caggiano, Mayor




Cale Curtis, City Manager

21st day of August, 2019


21st day of August, 2019

ATTEST:



Joseph J. Kavanagh, City Clerk
27 day of August, 2019

APPROVED AS TO FORM:



Janette M. Smith, Esq., City Attorney
31 day of August, 2019

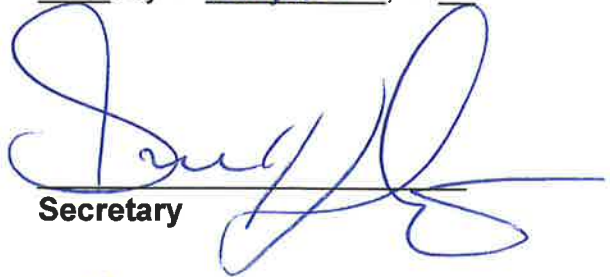
FOR CONTRACTOR

FOR CORPORATION:


President

9th day of August, 20

(CORPORATE SEAL)


Secretary

9th day of August, 20

AGREEMENT BETWEEN CITY OF MARGATE AND CONTRACTOR FOR THE PROPOSED ASPHALT REJUVENATION PROJECT BID NO. 2019-009