

CITY OF MARGATE, FLORIDA

RESOLUTION NO. 12-481

A RESOLUTION OF THE CITY OF MARGATE, FLORIDA,
AWARDING BID NO. 2014-006 ASPHALT
REJUVENATION TO PAVEMENT TECHNOLOGY, INC. IN
AN AMOUNT NOT TO EXCEED \$0.78 PER SQUARE YARD
FOR THE DEPARTMENT OF PUBLIC WORKS.

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

SECTION 1: That the City Commission of the City of
Margate hereby approves the award of Bid No. 2014-006, Asphalt
Rejuvenation to Pavement Technology, Inc., in an amount not to
exceed \$0.78 per square yard for the Department of Public Works.
Joint bid for the City of Margate and City of Miami Gardens.
City of Margate lead agency for the bid.

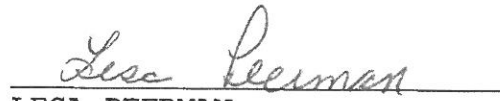
SECTION 2: That the Mayor and City Manager are hereby
authorized and directed to execute a contract and/or purchase
order for same; and that each agency is responsible for its'
own award.

SECTION 3: That this Resolution shall become effective
immediately upon its passage.

PASSED, ADOPTED AND APPROVED THIS 7th day of May, 2014.

ATTEST:


JOSEPH J. KAVANAGH
CITY CLERK


LESA PEERMAN
MAYOR

RECORD OF VOTE

Talerico	<u>Yes</u>
Donahue	<u>Yes</u>
Ruzzano	<u>Yes</u>
Simone	<u>Yes</u>
Peerman	<u>Yes</u>

PAVEMENT TECHNOLOGY INC.

24144 DETROIT ROAD
WESTLAKE, OHIO 44145
(440) 892-1895
(800) 333-6309
FAX (440) 892-0953

Asphalt Recycling & Preventive Maintenance Specialists

April 29, 2014

Ms. Patricia Greenstein
City of Margate
5790 Margate Boulevard
Margate, Florida 33063


RE: 2014-006 Asphalt Rejuvenation Project

Dear Ms. Greenstein,

Enclosed please find the original signed contract for the above referenced project. Also enclosed is an extra signature page. Both signature pages were emailed to you this morning as per your request.

Please let me know if you require anything else.

Sincerely,



Karen McIntyre
Contracts Administrator

Enclosures



CONTRACT

THIS CONTRACT, made and entered into this 7th day of May, 2014, 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, Technical Specifications, Bid Proposal Form, Schedule of Bid Prices, Information Required of Bidders, Bid Bond, Reference Sheet, Compliance with Occupational Safety and Health Act Form, Drug-Free Workplace Form, Offeror's Qualification Statement, Performance and Payment Bonds, and Certificate(s) of Insurance, 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. 2014-006 ASPHALT REJUVENATION PROJECT

ARTICLE 3

CONTRACT TIME

TIME IS OF THE ESSENCE OF THIS CONTRACT. A blanket 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 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 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 an additional three (3) one (1) year terms under such terms and in accordance with such specifications as may from time to time be specified by the CITY. 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 \$0.78 per Square Yard 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 by submitting properly executed invoices. CITY shall review the invoices, and upon approval by the user department, process the invoice for payment to cover the cost of materials or for work performed and completed. Payment shall be made as above upon full completion of the work 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 thirty (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 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 in the Seventeenth Judicial Circuit in and for Broward County, Florida.
3. Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.
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. CITY AND CONTRACTOR 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 WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR THE ACTIONS OR INACTIONS OF ANY PARTY.
7. DISPUTES: NOT WITHSTANDING ANY OTHER PROVISIONS PROVIDED IN THIS CONTRACT, ANY DISPUTE ARISING UNDER THIS CONTRACT WHICH IS NOT DISPOSED OF BY AGREEMENT SHALL BE DECIDED BY THE CITY MANAGER OF THE CITY OF MARGATE, FLORIDA, WHO SHALL REDUCE HIS DECISION IN WRITING AND FURNISH A COPY THEREOF TO THE CONTRACTOR. THE DECISION OF THE CITY MANAGER OF THE CITY OF MARGATE, FLORIDA AND THOSE PERSONS TO WHOM HE DELEGATES AUTHORITY TO DECIDE DISPUTES, SHALL BE FINAL AND CONCLUSIVE UNLESS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE FRAUDULENT, CAPRICIOUS, ARBITRARILY, OR GROSSLY ERRONEOUS AS TO NECESSARILY IMPLY BAD FAITH, OR NOT SUPPORTED BY SUBSTANTIAL EVIDENCE.


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

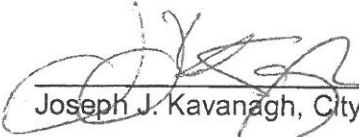


Lesa Peerman, Mayor
7 day of May, 2014



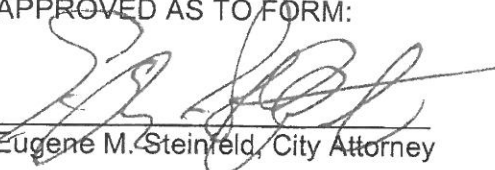
Jerry A. Blough, City Manager
7 day of May, 2014

ATTEST:



Joseph J. Kavanagh, City Clerk
7 day of May, 2014

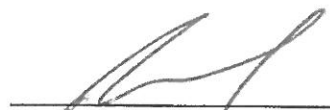
APPROVED AS TO FORM:



Eugene M. Steinfeld, City Attorney
7 day of May, 2014

FOR CONTRACTOR

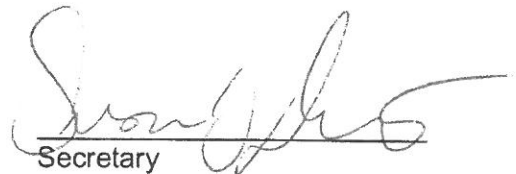
FOR CORPORATION: PAVEMENT TECHNOLOGY, INC.



John J. Schlegel
Vice President

29 day of APRIL, 2014

(CORPORATE SEAL)



Secretary

29 day of APRIL, 2014

AGREEMENT BETWEEN CITY OF MARGATE AND CONTRACTOR FOR BID NO.
2014-006 ASPHALT REJUVENATION PROJECT