

# CITY OF PLANTATION



## *INVITATION TO BID*

### *ITB NO. 072-22*

“ASPHALT REJUVENTATION PROJECT – TERM CONTRACT”

BID OPENING DATE: JANUARY 10, 2023

BID OPENING TIME: 11:00AM

#### **BID REQUIREMENTS**

BID BOND – N/A

LIQUIDATED DAMAGES – N/A

PUBLIC CONSTRUCTION BOND – N/A

CONTACT PERSON: DEIDRE BAIN

ADDRESS: 400 NW 73<sup>RD</sup> AVENUE, PLANTATION, FL 33317

EMAIL: DBAIN@PLANTATION.ORG

PHONE NUMBER: 954-414-7842

**PROCUREMENT DEPARTMENT**

# CITY OF PLANTATION

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Procurement Department  
400 NW 73<sup>rd</sup> Avenue  
Plantation, FL 33317  
Telephone: (954) 414-7842  
Fax: (954) 797-2649

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### INVITATION TO BID # 072-22; ASPHALT REJUVENATION PROJECT – TERM CONTRACT

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November 15, 2022

The Sun Sentinel  
333 SW 12 Avenue  
Deerfield Beach, FL 33442

Attention: Legal Advertisement Department

Please publish the following Notice to Bidders in your Fort Lauderdale News ONLY, TWO TIMES, one time in two consecutive issues, as soon as possible:

Asphalt Rejuvenation Project – Term Contract  
CITY OF PLANTATION

All Responses will be received electronically via the Demand Star website on or before **11:00 am. on Tuesday, January 10, 2023.** Bid Documents may be obtained electronically at:

<https://network.demandstar.com/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/>.

Bids will not be considered and cannot be entered online after the above referenced date.

If a Bid Bond is required for this solicitation the original bid bond shall be received at the Office of the City Clerk, City of Plantation, 400 NW 73<sup>rd</sup> Ave, Plantation, Florida 33317, **BEFORE** the due date of the solicitation.

Bids will be opened, read and recorded pursuant to State of Florida Law and City of Plantation code.

All questions may be addressed in writing to the Deidre Bain, Procurement Agent , 400 NW 73 Avenue Plantation, Florida. Deidre Bain can be reached at 954-414-7842, Monday Through Friday, 8AM to 4:30PM, Email: DBain@plantation.org.

The City reserves the right to reject any and all bids and to accept the one that is in the best interests of the City.

## NOTICE TO BIDDERS

### INVITATION TO BID # 072-22; ASPHALT REJUVENATION PROJECT – TERM CONTRACT

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The City of Plantation, Florida is soliciting bids for *Asphalt Rejuvenation – Term Contract*. The project will generally consist of, but is not limited to, the following:

*Contractor shall provide maintenance service and upgrades according to code 3.10.12 of the Bureau of Elevator Safety for all City of Plantation owned elevators, and will be required to perform 100% of all work. Contractor must respond to all services calls within three (3) hours. All work performed shall have a minimum 1-year parts and labor warranty. The Contractor will maintain all elevator equipment as hereinafter described on the terms and conditions subsequently set forth.*

Bid Documents may be obtained electronically at:

<https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/>.

Bids will not be considered and cannot be entered online after the above referenced date and time. All Responses will be received electronically via the Demand Star website ([www.demandstar.com](http://www.demandstar.com)) on or before **11:00 am. on Tuesday, January 10, 2023.**

If a Bid Security is required for this solicitation the original bid security shall be received at the Office of the City Clerk, City of Plantation, 400 NW 73<sup>rd</sup> Ave, Plantation, Florida 33317, **BEFORE** the due date of the solicitation.

Bids will be opened, read and recorded pursuant to State of Florida Law and City of Plantation code.

Detailed specifications containing Instructions and Bid Forms may be obtained from Deidre Bain in the Procurement Department, 400 NW 73 Avenue, Plantation or through the Plantation website of [www.Plantation.org](http://www.Plantation.org). The bid may also be obtained from the [www.Demandstar.com](http://www.Demandstar.com) website. All questions may be addressed in writing to the **Procurement Agent, Deidre Bain**, 400 NW 73<sup>rd</sup> Avenue, Plantation Florida 33317. Deidre Bain can be reached at 954-414-7842, Monday through Friday, 8AM to 4:30PM, Email: [DBain@plantation.org](mailto:DBain@plantation.org).

Pursuant to Broward County Ordinance No. 2011-19 and City of Plantation Resolution No. 12242, this solicitation requires that each BIDDER must be registered as a Vendor with the CITY prior to or contemporaneous with submitting a Bid. Vendor registration can be completed at [www.Plantation.org](http://www.Plantation.org).

As a further condition precedent for consideration of any bid, such Bid must strictly comply with the Instructions to Bidder as issued by the City. The City reserves the right in its sole discretion to reject any bid which does not strictly comply with said Instructions to Bidder and further reserves the right to accept or reject any bid as set forth in said instructions.

# INSTRUCTIONS TO BIDDERS

## INVITATION TO BID # 072-22

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### 1. Defined Terms:

The following terms have the meanings indicated which are applicable to both the singular and plural thereof.

- 1.1 BIDDER: One who submits a Bid directly to CITY, as distinct from a sub-Bidder, who submits a bid to a BIDDER
- 1.2 CITY REP: City of Plantation, Procurement Agent
- 1.3 CITY: The City of Plantation, a Florida municipal corporation
- 1.4 CONTRACTOR: The BIDDER with whom CITY enters into a Contract for the Work.
- 1.5 The words ‘proposal’ and ‘bid’ for this proposal are considered interchangeable.

### 2. Copies of Bidding Documents:

- 2.1 Complete sets of the Solicitation Documents shall be obtained electronically from the Demand Star website <https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/>
- 2.2 Complete sets of Bid Documents shall be used in preparing Bids, neither CITY nor the CITY REP that prepared or assisted in the preparation of the Bid Documents assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.

### 3. Qualifications of Bidders:

No bid will be accepted from, nor will any Contract be awarded to, any person or firm who is in arrears to CITY, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to said CITY, or who is deemed irresponsible or unreliable by CITY. The CITY shall have no liability to any Successful BIDDER unless and until the CITY executes a contract with such Successful BIDDER.

CITY shall also have the right, unless prohibited by law, to meet with one or more BIDDER after bids are opened to ensure that all CITY’s expectations with respect to performance can be met and that the requirements and scope of the Contract Work are clearly understood.

# INSTRUCTIONS TO BIDDERS

## INVITATION TO BID # 072-22

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### 4. Examination of Bid Documents and Site:

- 4.1 Before submitting a Bid, each BIDDER(s) must (a) examine the Bid Documents thoroughly; (b) visit the site to familiarize themselves with local conditions that may in any manner affect performance, cost, progress or furnishing of the Work as required by the solicitation; (c) familiarize themselves with Federal, State, and local laws, ordinances, Florida Building Code or other applicable construction codes, rules and regulations affecting the performance, cost, progress, or furnishing of the Work; (d) study and carefully correlate their observations with the requirements of Contract Documents, and (e) notify CITY REP of all conflicts, errors or discrepancies in the Contract Documents.
- 4.2 BIDDERS should also note any references made to the Specifications for identification of those surveys and investigation reports of subsurface and latent physical conditions at the site or otherwise affecting performance, cost, progress or furnishing of the Work which have been relied upon by CITY REP in preparing the Drawings and Specifications, if any. CITY will make copies of such surveys and reports, which are not bound into these documents, available to any BIDDER requesting them. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Bid Documents.
- 4.3 The submission of a Bid will constitute an incontrovertible representation by the BIDDER that they have complied with every requirement of this Article 4 and that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.
- 4.4 Any information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to CITY and CITY REP by owners of such Underground Facilities or others, and neither CITY nor CITY REP assumes responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in SUPPLEMENTARY CONDITIONS.
- 4.5 SUPPLEMENTARY CONDITIONS, if any, may identify for limited reliance by the CONTRACTOR certain specified technical data. These (as well as other documents) should be reviewed.
- 4.6 Before submitting a Bid, each BIDDER will, at its own expense, make or obtain any additional examinations, investigations, explorations, surveys, tests and studies and obtain any additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which BIDDER deems necessary to determine their Bid price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

# INSTRUCTIONS TO BIDDERS

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- 4.7 On request in advance, CITY will provide each BIDDER access to the site to conduct explorations and tests as each BIDDER deems necessary for submission of a Bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.
- 4.8 The lands upon which the Work is to be performed, and the right-of-ways and easements for access thereto and other lands designated for use in performing the Work are identified in the Bid Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment or construction operations are to be provided by the CONTRACTOR.

### 5. Interpretations and Addenda:

All questions about the meaning or intent of the Bid Documents shall be submitted to CITY REP in writing. Interpretations or clarifications considered necessary by CITY REP in response to such questions will be issued by Addenda and posted to the Demand Star website by CITY'S Procurement Department. Questions received less than ten (10) days prior to the date for opening of Bids will be answered at the option of the CITY. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

In the event of conflict between the Notice to Bidders and the terms written within the Scope of Services and/or Specifications contained within Bid documents, the terms within the Scope of Services and/or Specifications shall control.

### 6. Subcontractors, Suppliers and Others:

- 6.1 CITY requires the identity of major Subcontractors working on the project and Suppliers of unique material or products to be submitted to CITY in advance of the Notice of Award the apparent Successful BIDDER. Any other BIDDER requested by City in writing will, within seven (7) calendar days, submit to CITY a list of all Subcontractors, Suppliers and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for portions of this Project. An experience statement shall accompany such list with pertinent information as to similar projects and other evidence of qualifications for each identified Subcontractor, Supplier, person and organization.
- 6.2 If CITY or CITY REP after due investigation has reasonable objection any proposed Subcontractor, Supplier or other person or organization, may before giving the Notice of Award request the apparent Successful BIDDER to submit an acceptable substitute without an increase in Bid price. If the apparent Successful BIDDER declines to make any such substitution, CITY may award the contract to the next lowest BIDDER whose bid is determined to be the most advantageous to the CITY taking into consideration the evaluation factors and criteria set forth in the INVITATION TO BID or the code if none are provided in the INVITATION

# INSTRUCTIONS TO BIDDERS

## INVITATION TO BID # 072-22

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TO BID that proposes to use acceptable Subcontractors, Suppliers and other persons and organizations. The BIDDER declining to make requested substitutions would not constitute grounds for sacrificing the Bid Security of any BIDDER.

- 6.3 No BIDDER shall be required to employ any Subcontractor, other person or organization against whom BIDDER has reasonable objection.

### 7. Bid Form:

- 7.1 The Bid Form is included with the Solicitation Documents.
- 7.2 All blanks on the Bid Forms must be completed in ink or be typed. The bid price of each item on the form must be stated in words and numerals: in case of conflict, words will take precedence. Whiteout of prices or words and numerals on Bid Form is not permitted.
- 7.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate office accompanied by evidence of authority to sign). The corporate seal must be affixed and attested by the secretary or an assistant secretary or notarized by a licensed Notary together with a corporate Resolution authorizing the submittal of the bid. The corporate address and state of incorporation must be shown below the signature.
- 7.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 7.5 All names must be typed or printed below the signature. The signer shall date all signatures.
- 7.6 The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).
- 7.7 The address and telephone number for communications regarding the Bid must be shown.

### 8. SUBMISSION OF BIDS:

- 8.1 Bids shall be submitted before the time and at the place indicated in the Notice to Bidders.
- 8.2 All Bids will be received electronically via the Demand Star website. Bid Documents may be obtained electronically at:

# INSTRUCTIONS TO BIDDERS

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<https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/>.

Bids will not be considered and cannot be entered online after the above referenced date.

- 8.3 More than one Bid received for the same work from an individual, firm or partnership, a Corporation or Association under the same or different names will not be considered. Reasonable grounds for believing that any BIDDERS is interested in more than one Bid for the same work will cause the rejection of all such Bids in which the Bidders is interested. If there are reasonable grounds for believing that collusion exists among the BIDDER, the Bids of participants in such collusion will not be considered.

### 9. Modification and Withdrawal of Bids:

- 9.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- 9.2 If within twenty-four (24) hours after Bids are opened, any BIDDER files a duly signed, written notice with CITY and promptly thereafter demonstrates to the reasonable satisfaction of CITY that there was a material and substantial mistake in the preparation of its Bid, that BIDDER may withdraw its Bid and the Bid security will be returned. Thereafter, that BIDDER will be disqualified from further bidding on the Work to be provided under the Bid Documents.

### 10. Opening of Bids:

Bids will be opened, read and recorded pursuant to State of Florida Law and City of Plantation code.

### 11. Bids to Remain Subject to Acceptance:

- 11.1 All bids MAY remain subject to acceptance for ninety (90) days after the day of the Bid opening, but CITY may, in its sole discretion, release any Bid and return any Bid security prior to that date.
- 11.2 Extension of time when Bids shall remain open beyond the original period may be made only by mutual agreement between CITY, the Successful BIDDER, and the surety, if any, for the Successful BIDDER.

# INSTRUCTIONS TO BIDDERS

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### 12. Award of Contract:

- 12.1 CITY reserves the right to reject any and all Bids, to waive any and all informalities, incompleteness, or irregularities not involving price, time or material changes in the Work, and to negotiate contract terms with the Successful BIDDER, and the right to disregard all nonconforming, nonresponsive, unbalanced, incomplete, irregular, or conditional Bids. Also, CITY reserves the right to reject the Bid of any BIDDER if CITY believes that it would not be in the best interest of the Project to make an award to that BIDDER, whether because the Bid is not responsible or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by CITY. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 12.2 CITY may conduct such investigations as CITY deems necessary to assist in the evaluation of any BIDDER and to establish the responsibility, reputation, work load, qualifications and financial ability of BIDDER, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to CITY's satisfaction within the prescribed time.
- 12.3 The CITY shall not be obligated to any BIDDER to enter into a contract with the BIDDER despite the CITY governing body prospectively awarding the contract to a successful BIDDER. The CITY shall be obligated to any Bidder for the project if and only if the CITY enters into a contract for the project with the Bidder, and further, no action will lie against the CITY to compel CITY to execute any such contract, or to recover from the CITY any damages, costs, lost profits, expenses, etc., that BIDDER may incur if the CITY chooses not to sign such contract. By bidding on this project, all BIDDERS acknowledge and agree that no enforceable contractual relationship arises until the CITY signs the contract, and that no action shall lie to require CITY to sign such contract at any time, and that Bidder waives all claims to damages, lost profits, costs, expenses, etc., as a result of the CITY not signing such contract.
- 12.4 If the contract is to be awarded, CITY will give the Successful BIDDER a Notice of Award.
- 12.5 Bid prices will be compared after adjusting for differences in the time designated in the Bid for Substantial Completion. The adjusting amount will be determined at the rate set forth in the Contract Documents for liquidated damages indicated for Substantial Completion for each day after the desired date appearing in Article 19 of this Document.

# INSTRUCTIONS TO BIDDERS

## INVITATION TO BID # 072-22

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### 13. Taxes:

The CONTRACTOR shall pay all applicable sales, consumer, use and other similar taxes required by law. The CONTRACTOR is responsible for reviewing the pertinent state statutes involving the sales tax and complying with all requirements.

### 14. Insurance Requirements:

All Bond and Insurance requirements are described in a separate document included with this solicitation (if applicable).

### 15. Equal Employment Opportunity Clause

City of Plantation, Florida, in accordance with the provisions of Title VII of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all BIDDERS that it will ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit proposals in response to this advertisement and will not be discriminated against on the ground of race, color or national origin in consideration for an award.

### 16. Regulations

Violation of any local, state or federal law in the performance of this Contract shall constitute a material breach of this Contract.

### 17. Fiscal Non-Funding Clause

In the event sufficient funds are not budgeted for a new fiscal period, the CITY shall notify the successful BIDDER of such occurrence and the contract shall terminate on the last day of the current fiscal year without penalty or expense to the CITY.

### 18. Amendment

The awarded BIDDER understands and agrees the contract constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No amendment, change, or addendum to this Contract is enforceable unless agreed to in writing by both parties and incorporated into the Contract.

### 19. Assignment

The awarded BIDDER shall not assign any interest in this Contract and shall not transfer any interest in same (whether by assignment or novation) without prior written consent of the CITY except that claims for the money due or to become due the awarded BIDDER from the CITY under this Contract may be assigned to a financial institution or to a trustee in Bankruptcy without such

# INSTRUCTIONS TO BIDDERS

## INVITATION TO BID # 072-22

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approval from the CITY. Notice of such transfer or assignment due to Bankruptcy shall be promptly given to the CITY.

### 20. Cone of Silence:

Once the Solicitation has been issued, a Cone of Silence will be implemented. At that time communication with the CITY is limited to Deidre Bain, Procurement Agent (email address: [DBain@plantation.org](mailto:DBain@plantation.org)). During the solicitation advertising, review and evaluation process no person shall make any private or separate delivery of marketing information concerning any BIDDER to any elected officers of the CITY, members of the CITY staff or members of the Evaluation Committee.

Cone of Silence shall terminate at the time the CITY makes an award to a BIDDERS(S) that becomes final as a result of no procurement protest being filed or takes other action that ends this solicitation.

Any action of a BIDDER in violation of this may be cause for disqualification of the BIDDER.

### 21. Alternative Products:

When bidding on an Alternative Product “or equal,” Bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains. All deviations from the specifications must be noted in detail by the BIDDER. Any deviation from the specifications as written and accepted by the CITY may be grounds for rejection of the material and/or equipment when delivered.

### 22. Equal Product:

Manufacturer’s brand name and model number are used in these specifications for the purpose of establishing minimum requirement level of quality and standards of performance and design required. This is in no way intended to prohibit the proposing of other manufacturer’s items of equal material and function, unless otherwise indicated. Equal (substitution) may be bid, providing the product bid is found to be equal in quality, standards of performance, design, etc. to item specified, unless otherwise indicated. Where equal is proposed, bid must be accompanied by complete factory information sheets (specifications, brochures, etc.) documenting the equipment bid as equal. The CITY, after evaluation of the documentation submitted, will determine if products is approved as equal to the specified request.

END OF DOCUMENT

## EVALUATION CRITERIA

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In evaluating Bids, The CITY will consider the following criteria of the Bidders;

- A. The ability, capacity and skill of the respondent to perform under terms of the bid documents;
- B. Whether the bidder can perform the contract or provide the materials or services promptly, or within the time specified, without delay or interference;
- C. The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
- D. The quality of performance of previous contracts and the providing of materials or services, or both;
- E. The previous and existing compliance by the bidder with the laws and ordinances relating to the contract, or providing of materials or services, or both;
- F. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the materials or services, or both;
- G. The quality, availability and adaptability of supplies, equipment, or contractual services to the particular use required;
- H. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- I. The number and scope of conditions attached to the bid; and
- J. Prior litigation experience.

As may be requested in the Bid form or prior to the Notice of Award. The City will also consider any applicable ordinance or statutory criteria applicable to the Bid.

# TECHNICAL SPECIFICATIONS

## I. Scope:

This work shall consist of furnishing all labor, material, and equipment necessary to perform all operations for the application of an asphalt-rejuvenating agent to asphaltic concrete surface courses. The rejuvenation of surface courses shall be by spray application of a maltene based cationic rejuvenating agent composed of petroleum oils and resins emulsified with water. All work shall be in accordance with the specifications, the applicable drawings, and subject to the terms and conditions of this contract.

We are bidding for a two-year initial contract term with renewal options for an additional three one-year terms providing both parties agree and that all terms and conditions remain the same. Rates shall remain firm and fixed for the initial contract term.

## II. Material Specifications:

The asphalt-rejuvenating agent shall be an emulsion composed of a petroleum resin oil base uniformly emulsified with water. Each bidder must submit with his bid a certified statement from the asphalt rejuvenator manufacturer showing that the asphalt-rejuvenating emulsion conforms to the required physical and chemical requirements.

<u>Tests</u>	<b>SPECIFICATIONS</b>		<b>Requirements</b>	
	<u>Test Method</u> <u>ASTM</u>	<u>AASHTO</u>	<u>Min.</u>	<u>Max.</u>
<b>Tests on Emulsion:</b>				
Viscosity @ 25°C, SFS	D-244	T-59	15	40
Residue, % W <sup>1</sup>	D-244(Mod.)	T-59(Mod)	60	65
Miscibility Test <sup>2</sup>	D-244(Mod.)	T-59(Mod)	No Coagulation	
Sieve Test, % W <sup>3</sup>	D-244(Mod.)	T-59(Mod)	-	0.1
Particle Charge Test	D-244	T-59	Positive	
Percent Light Transmittance <sup>4</sup>	GB	GB	-	30
<b>Tests on Residue from Distillation:</b>				
Flash Point, COC, °C	D-92	T-48	196	-
Viscosity @ 60°C, cSt	D-445	-	100	200
Asphaltenes, % w	D-2006-70	-	-	1.00
Maltene Dist. Ratio	D-2006-70	-	0.3	0.6
$\frac{PC + A_1^5}{S + A_2}$				
PC/S Ratio <sup>5</sup>	D-2006-70	-	0.5	-
Saturated Hydrocarbons, S <sup>5</sup>	D-2006-70	-	21	28

<sup>1</sup> ASTM D-244 Modified Evaporation Test for percent of residue is made by heating 50-gram sample to 149 C (300 F) until foaming ceases, then cool immediately and calculate results.

<sup>2</sup> Test procedure identical with ASTM D-244-60 except that .02 Normal Calcium Chloride solution shall be used in place of distilled water.

<sup>3</sup> Test procedures identical with ASTM D-244-60 except that distilled water shall be used in place of two percent sodium oleate solution.

<sup>4</sup> Test procedure is attached.

## TECHNICAL SPECIFICATIONS

<sup>5</sup> Chemical composition by ASTM Method D-2006-70:

PC = Polar Compounds, A<sub>1</sub> = First Acidaffins

A<sub>2</sub> = Second Acidaffins, S = Saturated Hydrocarbons

### PROCEDURE FOR DETERMINING PERCENT LIGHT TRANSMITTANCE ON ASPHALT REJUVENATING AGENT

#### A. SCOPE

This procedure covers the determination of percent light transmittance of the asphalt-rejuvenating agent.

#### B. APPARATUS

- 1) Container may be either glass, plastic or metal having a capacity of 6,000 ml.
- 2) Graduated cylinder, 1,000 ml, or greater
- 3) Light transmittance measuring apparatus, such as Bausch and Lomb or Lumetron spectrophotometer
- 4) Graduated pipette having 1 ml capacity to 0.01 ml accuracy
- 5) Suction bulb for use with pipette
- 6) Test tubes compatible with spectrophotometer, 3/4" X 6, Bausch and Lomb, Catalog No. 33-17-81, (B&L)

#### C. CALIBRATION OF SPECTROPHOTOMETER

- 1) Calibrate spectrophotometer as follows: (a) Set wavelength at 580 mu, (b) Allow spectrophotometer to warm-up thirty minutes, (c) Zero percent light transmittance (%LT) scale, (d) Rinse test tube three times with tap water and fill to top of circle marking on B&L test tube or approximately 2/3 full, (e) Place tube in spectrophotometer and set %LT scale at 100, and (f) repeat steps (c) and (e) two times or until no further adjustments are necessary.

#### D. PROCEDURE

- 1) Shake, stir, or otherwise thoroughly mix emulsion to be tested. Place sample of emulsion in beaker and allow to stand one minute.
- 2) Place 2,000 ml tap water in container.
- 3) Suck 1.00 ml emulsion into pipette using suction bulb. Wipe off outside of pipette.
- 4) Using suction bulb, blow emulsion into container.
- 5) Rinse pipette by sucking in diluted emulsion solution and blowing out.
- 6) Clean pipette with soap or solvent and water. Rinse with acetone.
- 7) Stir diluted emulsion thoroughly.
- 8) Rinse out tube to be used with the diluted emulsion three times and fill to top of circle.
- 9) Calibrate spectrophotometer.

## TECHNICAL SPECIFICATIONS

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- 10) Place diluted emulsion sample tube in spectrophotometer, cover, and read %LT to nearest tenth.
- 11) Repeat steps 9 and 10 until three identical consecutive readings are achieved.
- 12) The elapsed time between addition of emulsion to dilution of water and final %LT reading should not exceed 5 minutes.

### III. Material Performance:

The asphalt-rejuvenating agent shall have the capability to penetrate the asphalt pavement surface and performing as follows. The asphalt-rejuvenating agent shall be absorbed and incorporated into the asphalt binder. Verification that said incorporation of the asphalt-rejuvenating agent into the asphalt binder has been affected shall be by analysis of the chemical properties of said asphalt binder i.e. viscosity shall be reduced by petroleum maltene fraction replacement method to the following extent. For pavements receiving the first or original application of rejuvenating agent, the viscosity shall be reduced by a minimum of thirty-five, (35%) percent as determined by dynamic shear rheometer (DSR) method for asphalt testing in accord with AASHTO T315-05. For retreated pavements after an initial treatment with the asphalt rejuvenator, the viscosity shall be reduced by petroleum maltene replacement method a minimum of twenty percent (20%) as determined by dynamic shear rheometer (DSR) method for testing in accord with AASHTO T315-05. In addition, the phase angle shall be increased. This analysis shall apply to extracted asphalt binder, taken from cores extracted fifteen to thirty days following application, in the upper three eights inch (3/8") of pavement. In addition, the treated areas shall be sealed in-depth to the intrusion of air and water.

The rejuvenating agent shall have a record of at least five years of satisfactory service as a petroleum maltene based emulsion asphalt-rejuvenating agent and in-depth sealer. Satisfactory service shall be based on the capability of the material to decrease the viscosity of the asphalt binder by petroleum maltene fraction replacement method, increase the phase angle, and provide an in-depth seal. Reclamite®, a Tricor Refiners, LLC product manufactured by D & D Emulsion, Inc., Mansfield, Ohio, is a product of know quality and accepted performance.

The bidder must submit with his bid the manufacturer's certification that the material proposed for use is in compliance with the specification requirements. The bidder must submit with his bid, previous use documentation and test data conclusively demonstrating the rejuvenating agent has been used successfully for a period of five years by government agencies such as Cities, Counties, etc. and that the asphalt-rejuvenating agent has been proven to perform, as heretofore required, through field testing by government agencies as to the required change in asphalt binder viscosity and phase angle. Prior testing data shall be submitted indicating such product performance on a sufficient number of projects to insure product consistency. In addition, prior testing data shall be submitted to indicate said product performance as heretofore described over a minimum testing period of three years to insure reasonable life expectancy.

RECLAMITE®, a Tricor Refiners, LLC product manufactured by D & D Emulsion Inc., Mansfield Ohio, is a product of known quality and accepted performance.

### IV. Applicator Experience:

The asphalt-rejuvenating agent shall be applied by an experienced applicator of such material. The bidder shall have a minimum of three years' experience in applying the product proposed for use. He must submit with his bid a list of five projects on which he applied said rejuvenator. He shall indicate the project dates,

## TECHNICAL SPECIFICATIONS

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number of square yards treated in each and the name and phone number of the government official in charge of each project.

A project superintendent knowledgeable and experienced in application of the asphalt-rejuvenating agent must be in control of each day's work. The bidder shall submit a written experience outline of the project superintendent.

### **V. PRODUCT STANDARDS AND ALTERNATES:**

The product "Reclamite"® for the asphalt-rejuvenating agent, a Tricor Refiners, LLC product manufactured by D & D emulsions, Inc. Mansfield, Ohio is the standard for these specifications and the prices quoted on the Bid Sheet Base Bid shall be for this standard. Should a bidder wish to submit a bid for alternates to the Standard, said prices shall be entered on the BID SHEET as the "Alternate Bid" for each item. In the event that the bidder submits no bid for the Standard, only the "Alternate Bids" should be completed.

Bidders may offer an ALTERNATE for the Standard specified in the Specifications provided the bidder adheres to the following and submits same with his bid.

- (a) List the proposed alternate on the BID SHEET form giving the product name and price.
- (b) Furnish complete specifications and descriptive literature for the alternate as well as a one-gallon sample of the material proposed for use. Such descriptive and detailed information shall be complete and at least equal in detail to the agency's requirements for the standard item for which the alternate is offered.
- (c) Submit a current Safety Data Sheet for the alternate materials. The agency will give the alternate consideration. The Contractor may furnish only those alternate items included in his proposal and approved by the agency prior to award of a contract.
- (d) Furnish all required test data and use documentation as heretofore required.

If no ALTERNATE is indicated on the BID SHEET, the Contractor shall furnish the STANDARD (brand) specified in the attached specifications.

Should the ALTERNATE offered be found unacceptable by the agency based on the data submitted with the bid and no bid is entered on the BID SHEET for the Standard, then said bid will be considered non-responsive.

### **VI. APPLICATION TEMPERATURE/WEATHER LIMITATIONS:**

The temperature of the asphalt rejuvenating emulsion, at the time of application shall be as recommended by the manufacturer. The asphalt-rejuvenating agent shall be applied only when the existing surface to be treated is thoroughly dry and when it is not threatening to rain. The asphalt-rejuvenating agent shall not be applied when the ambient temperature is below 40°F.

### **VII. HANDLING OF ASPHALT REJUVENATING AGENT:**

Contents in tank cars or storage tanks shall be circulated at least forty-five minutes before withdrawing any material for application. When loading the distributor, the asphalt-rejuvenating agent concentrate shall be

## TECHNICAL SPECIFICATIONS

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loaded first and then the required amount of water shall be added. The water shall be added into the distributor with enough force to cause agitation and thorough mixing of the two materials. To prevent foaming, the discharge end of the water hose or pipe shall be kept below the surface of the material in the distributor that shall be used as a spreader. The distributor truck will be cleaned of all of its asphalt materials, and washed out to the extent that no discoloration of the emulsion may be perceptible. Cleanliness of the spreading equipment shall be subject to the approval and satisfaction of the Engineer.

### **VIII. RESIDENT NOTIFICATION:**

The contractor shall distribute by hand, a typed notice to all residences and businesses on the street to be treated. The notice will be delivered no more than 24 hours prior to the treatment of the road. The notice will have a local phone number that residents may call to ask questions. The notice shall be of the door hanger type that secures to the door handle of each dwelling. Unsecured notices will not be allowed. The contractor shall also place the notice on the windshield of any parked cars on the street. Hand distribution of this notice will be considered incidental to the contract.

### **IX. APPLYING EQUIPMENT:**

The distributor for spreading the emulsion shall be self-propelled, and shall have pneumatic tires. The distributor shall be designed and equipped to distribute the asphalt-rejuvenating agent uniformly on variable widths of surface at readily determined and controlled rates from 0.04 to 0.08 gallons per square yard of surface, and with an allowable variation from any specified rate not to exceed 5 percent of the specified rate.

Distributor equipment shall include full circulation spray bars, pump tachometer, volume-measuring device, and a hand hose attachment suitable for application of the emulsion manually to cover areas inaccessible to the distributor. The distributor shall be equipped to circulate and agitate the emulsion within the tank. The distributor shall have a computerized system, acceptable to the Engineer that controls the rate of product application.

A check of distributor equipment as well as application rate accuracy and uniformity of distribution shall be made when directed by the Engineer.

The truck used for applying rock dust, or other aggregate when required and approved by the Engineer, shall be equipped with a spreader that allows the rock dust to be uniformly distributed onto the pavement. The spreader shall be able to apply 1/2 pound to 3 pounds of rock dust or other aggregate per square yard in a single pass. The spreader shall be adjustable so as not to broadcast the rock dust or other aggregate onto driveways or tree lawns.

The rock dust or other aggregate to be used shall be free flowing, without any leaves, dirt, stones, etc. Any wet rock dust shall be rejected from the job site.

## TECHNICAL SPECIFICATIONS

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Any equipment that is not maintained in full working order, or is proven inadequate to obtain the results prescribed, shall be repaired or replaced at the direction of the Engineer.

### **X. APPLICATION OF REJUVENATING AGENT:**

The asphalt-rejuvenating agent shall be applied by a distributor truck at the temperature recommended by the manufacturer and at the pressure required for the proper distribution. The emulsion shall be so applied that uniform distribution is obtained at all points of the areas to be treated. Distribution shall be commenced with a running start to insure full rate of spread over the entire area to be treated. Areas inadvertently missed shall receive additional treatment as may be required by hand sprayer application.

Application of asphalt-rejuvenating agent shall be on one-half width of the pavement at a time. When the second half of the surface is treated, the distributor nozzle nearest the center of the road shall overlap the previous application by at least one-half the width of the nozzle spray. In any event, the centerline construction joint area of the pavement shall be treated in both application passes of the distributor truck.

Before spreading, the asphalt-rejuvenating agent shall be blended with water at the rate of two (2) parts rejuvenating agent to one (1) part water, by volume or as specified by the manufacturer for jobsite conditions. The combined mixture of asphalt-rejuvenating agent and water shall be spread at the rate of 0.04 to 0.08 gallons per square yard, or as approved by the Engineer following field testing.

Where more than one application is to be made, succeeding applications shall be made as soon as penetration of the preceding application has been completed and the Engineer grants approval for additional applications.

Grades or super elevations of surfaces that may cause excessive runoff, in the opinion of the Engineer, shall have the required amounts applied in two or more applications as directed.

After the rejuvenating emulsion has penetrated and when surface conditions require a light coating of dry rock dust, or other aggregate approved by the Engineer, shall be applied to the surface in sufficient amount to protect the traveling public as required by the Engineer. The rock dust or other approved aggregate shall be swept and removed from the streets and properly disposed of at the Contractor's expense within 24 hours of application.

The Contractor shall furnish a quality inspection report showing the source, manufacturer, and the date shipped, for each load of asphalt-rejuvenating agent. When directed by the Engineer, the Contractor shall take representative samples of material for testing.

### **XI. STREET SWEEPING:**

The Contractor shall be responsible for sweeping and cleaning of the streets prior to, and after treatment.

Prior to treatment, the street will be cleaned of all standing water, dirt, leaves, foreign materials, etc. This work shall be accomplished by hand brooming, power blowing or other approved methods. If in the opinion of the Engineer, the hand cleaning is not sufficient, than a self-propelled street sweeper shall be used.

All rock dust or other approved material used during the treatment must be removed no later than 24 hours after treatment of the street. This shall be accomplished by a combination of hand and mechanical sweeping. All turnouts, cul-de-sacs, etc. must be cleaned of any material to the satisfaction of the Engineer. Street sweeping will be included in the price bid per square yard for asphalt-rejuvenating agent.

## TECHNICAL SPECIFICATIONS

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If, in the opinion of the Engineer, additional rock dust is required, said material shall be applied by the contractor. Said rock dust shall be swept up no later than 24 hours following reapplication. No additional compensation will be allowed for reapplication and removal of rock dust.

### **XII. TRAFFIC CONTROL:**

The Contractor shall schedule his operations and carry out the work in a manner to cause the least disturbance and/or interference with the normal flow of traffic over the areas to be treated. Treated portions of the pavement surfaces shall be kept closed and free from traffic until penetration, in the opinion of the Engineer, has become complete and the area is suitable for traffic.

When, in the opinion of the Engineer, traffic must be maintained at all times on a particular street, then the Contractor shall apply asphalt-rejuvenating agent to one lane at a time. Traffic shall be maintained in the untreated lane until the traffic may be switched to the completed lane.

The Contractor shall be responsible for all traffic control and signing required to permit safe travel. The contractor shall notify the police and fire departments as to the streets that are to be treated each day.

If, in the opinion of the Engineer, proper signing is not being used, the Contractor shall stop all operations until safe signing and barricading is achieved.

### **XIII. METHOD OF MEASUREMENT:**

Asphalt-rejuvenating agent will be measured by the square yard as provided for in the Contract Documents.

### **XIV. BASIS FOR PAYMENT:**

The accepted quantities, measured as provided for above, will be paid for at the contract unit price for asphalt-rejuvenating agent.

Asphalt-rejuvenating agent shall be paid for PER SQUARE YARD, which shall be full compensation for furnishing all materials, equipment, labor and incidentals to complete the work as specified and required.

END OF SECTION

# NON-COLLUSION CERTIFICATION

## TO BE RETURNED WITH BID

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**Failure to submit this executed statement as part of the bid shall make the bid nonresponsive and not eligible for award consideration. In the event the BIDDER does not indicate any names, the CITY shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a BIDDER to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

### NAME

### RELATIONSHIP

**Witnesses:**

**BIDDER:**

Typed name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Typed name: \_\_\_\_\_

Title: \_\_\_\_\_

## NON-COLLUSION CERTIFICATION

### NOTARY BLOCK FOR AN INDIVIDUAL

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ (date) by \_\_\_\_\_ (name of personal acknowledging), who is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

My commission expires: \_\_\_\_\_

NOTARY PUBLIC

### NOTARY BLOCK FOR A CORPORATION

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ (date) by \_\_\_\_\_ (name of officer or agent, title of officer or agent), of \_\_\_\_\_ (name of corporation acknowledging), a \_\_\_\_\_ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

My commission expires: \_\_\_\_\_

NOTARY PUBLIC

## NON-COLLUSION CERTIFICATION

### NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ (date) by \_\_\_\_\_ (name of member, manager, officer, or agent, title of member, manager, officer or agent), of \_\_\_\_\_ (name of company acknowledging), a \_\_\_\_\_ (state or place of formation) limited liability company, on behalf of the company, who is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

My commission expires:

\_\_\_\_\_

NOTARY PUBLIC

## QUALIFICATION STATEMENT

Fill in Form

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue  
Plantation, FL 33317

SUBMITTED BY: \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_

FAX NO.: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the BIDDER is: \_\_\_\_\_

The address of the principal place of business is: \_\_\_\_\_

The business is a (Sole Proprietorship) \_\_\_\_\_ (Partnership) \_\_\_\_\_ (Corporation) \_\_\_\_\_

2. If BIDDER is a corporation, answer the following:

- a. Date of Incorporation: \_\_\_\_\_
- b. State of Incorporation: \_\_\_\_\_
- c. President's Name: \_\_\_\_\_
- d. Vice President's Name: \_\_\_\_\_
- e. Secretary's Name: \_\_\_\_\_
- f. Treasurer's Name: \_\_\_\_\_
- g. Name and address of Resident Agent: \_\_\_\_\_

3. If BIDDER is an individual or a partnership, answer the following:

- a. Date of organization: \_\_\_\_\_
- b. Name, address and ownership units of all partners: \_\_\_\_\_  
\_\_\_\_\_
- c. State whether general or limited partnership: \_\_\_\_\_

## QUALIFICATION STATEMENT

Fill in Form

4. If BIDDER is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:  
\_\_\_\_\_
5. If BIDDER is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.
6. How many years has your organization been in business under its present business name: \_\_\_\_\_
  - a. Under what other former names has your organization operated?  
\_\_\_\_\_
7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.  
\_\_\_\_\_
8. Have you personally inspected the site(s) of the proposed work? (Y) \_\_\_\_\_ (N) \_\_\_\_\_
9. Do you have a complete set of documents, including agenda? (Y) \_\_\_\_\_ (N) \_\_\_\_\_
10. Have you ever failed to complete any work awarded to you? If so, state when, where and why?  
\_\_\_\_\_
11. Within the five (5) years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.  
\_\_\_\_\_
12. State the names, telephone numbers and last known addresses of three (3) owners, individuals or representatives of owners with the most knowledge of work which you have performed or goods you have provided, and to which you refer (government owners are preferred as references).  
\_\_\_\_\_
13. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).  
\_\_\_\_\_
14. Provide a list of similar projects, which have been completed within the past five (5) years, including project description, owner's names, addresses and phone numbers.  
\_\_\_\_\_
15. Provide a list of work currently under contract.  
\_\_\_\_\_

## QUALIFICATION STATEMENT

Fill in Form

16. On Exhibit A, list all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If BIDDER is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by BIDDER]
- 
17. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.
- 
18. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the BIDDER, or sought to revoke a license held by the BIDDER (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.
- 
19. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)
- 
20. Provide a list of equipment available to be committed to perform the work contemplated under this contract.
- 
21. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.
- 
22. Please attach a copy of your latest financial statement.

## QUALIFICATION STATEMENT

Fill in Form

### NOTARY BLOCK FOR AN INDIVIDUAL

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ (date) by \_\_\_\_\_ (name of personal acknowledging), who is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

My commission expires: \_\_\_\_\_

NOTARY PUBLIC, STATE OF FLORIDA

### NOTARY BLOCK FOR A CORPORATION

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ (date) by \_\_\_\_\_ (name of officer or agent, title of officer or agent), of \_\_\_\_\_ (name of corporation acknowledging), a \_\_\_\_\_ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

My commission expires: \_\_\_\_\_

NOTARY PUBLIC, STATE OF FLORIDA

## QUALIFICATION STATEMENT

### NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ (date) by \_\_\_\_\_ (name of member, manager, officer, or agent, title of member, manager, officer or agent), of \_\_\_\_\_ (name of company acknowledging), a \_\_\_\_\_ (state or place of formation) limited liability company, on behalf of the company, who is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

My commission expires:

\_\_\_\_\_

NOTARY PUBLIC, STATE OF FLORIDA

## REFERENCES

*Please provide the names of three (3) **Governmental Agency** contract references. The references must be current or former clients with a similar engagement within the past 3 years.*

NAME:	POSITION:
ENTITY:	
PHONE:	E -MAIL ADDRESS:
ADDRESS:	
PROJECT:	
COMPLETION DATE/STATUS:	

NAME:	POSITION:
ENTITY:	
PHONE:	E -MAIL ADDRESS:
ADDRESS:	
PROJECT:	
COMPLETION DATE/STATUS:	

NAME:	POSITION:
ENTITY:	
PHONE:	E -MAIL ADDRESS:
ADDRESS:	
PROJECT:	
COMPLETION DATE/STATUS:	

# BIDDER'S CERTIFICATION

Fill in Form

## TO BE RETURNED WITH BID

### WHEN FIRM IS A PARTNERSHIP

IN WITNESS WHEREOF, the BIDDER hereto has executed this Form this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name of Partnership

By:

\_\_\_\_\_  
Signature of General or Managing Partner

\_\_\_\_\_  
Printed Name of Partner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Business Phone Number

\_\_\_\_\_  
State of Registration

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence  
or ☐ online notarization, this \_\_\_\_\_ (date) by \_\_\_\_\_ (name of officer or agent, title of  
officer or agent), of \_\_\_\_\_ (name of corporation acknowledging), a \_\_\_\_\_ (state or  
place of incorporation) corporation, on behalf of the corporation. He/she is personally known to  
me or who has produced \_\_\_\_\_ (type of identification) as identification.

My commission expires

\_\_\_\_\_  
NOTARY PUBLIC

## BIDDER'S CERTIFICATION

Fill in Form

### WHEN BIDDER IS A CORPORATION

IN WITNESS WHEREOF, the BIDDER hereto has executed this Form this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_.

(CORPORATE SEAL)

ATTEST

By \_\_\_\_\_  
Secretary

\_\_\_\_\_  
Printed Name of Corporation

\_\_\_\_\_  
Printed State of Incorporation

By:

\_\_\_\_\_  
Signature of President or other authorized officer

\_\_\_\_\_  
Printed Name of President or other authorized officer

\_\_\_\_\_  
Address of Corporation

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Business Phone Number

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ (date) by \_\_\_\_\_ (name of officer or agent, title of officer or agent), of \_\_\_\_\_ (name of corporation acknowledging), a \_\_\_\_\_ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

My commission expires:

\_\_\_\_\_  
NOTARY PUBLIC

## BIDDER'S CERTIFICATION

Fill in Form

### WHEN FIRM IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A FICTITIOUS OR TRADE NAME

IN WITNESS WHEREOF, the Bidder hereto has executed this Form this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Printed Name of Bidder

By:

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name of Individual

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City/St  
ate/Zip

\_\_\_\_\_  
Business Phone Number

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ (date) by \_\_\_\_\_ (name of personal acknowledging), who is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

My commission expires:

\_\_\_\_\_  
NOTARY PUBLIC

## BIDDER'S CERTIFICATION

Fill in Form

### WHEN BIDDER IS AN INDIVIDUAL

IN WITNESS WHEREOF, the BIDDER hereto has executed this Form this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_\_.

By: \_\_\_\_\_  
Signature of Individual

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name of Individual

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Business Phone Number

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence  
or ☐ online notarization, this \_\_\_\_\_ (date) by \_\_\_\_\_ (name of personal acknowledging),  
who is personally known to me or who has produced \_\_\_\_\_ (type of identification)  
as identification.

My Commission Expires:

\_\_\_\_\_

NOTARY PUBLIC

# INSURANCE REQUIREMENTS

## Statement

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

## Insurance

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

## Additional Insured

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "Additional Insured" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors "Your Work" as defined in the insurance policy and liability arising out of the products & completed operations hazard.

## Commercial General Liability

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **\$1,000,000** Each Occurrence, and **\$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **\$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

## Business Automobile Liability

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **\$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

## Workers Compensation & Employers Liability

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

# INSURANCE REQUIREMENTS

## **Umbrella Excess Liability**

If required by contract will be no more restricted than the underlying insurance policies.  
City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

## **Professional Liability**

If required by contract will be a minimum of 1,000,000.

## **Waiver of Subrogation**

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

## **Certificate(s) of Insurance**

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty (30) days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

## **INSURANCE**

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

### **Schedule**

### **Limits**

Commercial General Liability	\$1,000,000 Each Occurrence
Blanket Contractual Liability	\$2,000,000 Each Occurrence
Independent Contractors	Premises-Operations
Products & Completed Operations	Personal /Advertising Injury
Blanket Contractual Liability	Independent Contractors
Automobile Liability	
Any auto including Hired & Non-owned	\$1,000,000 Combined Single Limit
Broad Form Property Damage	\$1,000,000 Each Occurrence
Blanket X,C,U Hazards	If required (Included)
Workers' Compensation	Florida 440 Statutory Coverage
Employers Liability	\$1,000,000 Each Accident
Disease Policy Limit	\$1,000,000

# INSURANCE REQUIREMENTS

**Bonds:**

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

- A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.
- B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.
- C. The city requires being named "**Additional Insured**" on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.
- D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.
- E. The City requires a “thirty (30) day notice of cancellation” on all certificates of insurance.
- F. The City requires a “wavier of subrogation” for all Workers Compensation Coverages

THE UNDERSIGNED CONTRACTOR HAS READ ALL THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CITY OF PLANTATION

# INSURANCE REQUIREMENTS

**SAMPLE**

DATE (MM/DD/YYYY)

12/12/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: <b>Agent Name</b>	
American Underwriters Miami, FL 33166		(A/C, No, Ext):	FAA (A/C, No):
		Agent CONTACT INFORMATION	
		NAIC #	
INSURED <b>Any-Business</b> <b>1101 Easy St</b> <b>MIAMI, FL 33131</b>		INSURER A:	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

CERTIFICATE NUMBER:

REVISION

NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>  CLAIMS-MADE Per - OCCUR <input checked="" type="checkbox"/>  GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LO OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				<table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr> <tr><td>PERSONAL &amp; ADV INJURY</td><td>\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 1,000,000</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 1,000,000		\$
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PRODUCTS - COMP/OP AGG	\$ 1,000,000																				
	\$																				
	<b>AUTOMOBILE LIABILITY</b> ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS		<input checked="" type="checkbox"/>				<table border="1"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td>\$ INCLUDED</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td>\$ INCLUDED</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$ INCLUDED</td></tr> <tr><td></td><td>\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$ INCLUDED	BODILY INJURY (Per accident)	\$ INCLUDED	PROPERTY DAMAGE (Per accident)	\$ INCLUDED		\$				
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PROPERTY DAMAGE (Per accident)	\$ INCLUDED																				
	\$																				
	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> DED RETENTION \$	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				<table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$</td></tr> <tr><td>AGGREGATE</td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$	AGGREGATE	\$		\$								
EACH OCCURRENCE	\$																				
AGGREGATE	\$																				
	\$																				
<b>C</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? <input checked="" type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	<input checked="" type="checkbox"/>				<table border="1"> <tr><td><input checked="" type="checkbox"/> PER STATUTE</td><td></td></tr> <tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EAEMPLOYEE</td><td>\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EAEMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
<input checked="" type="checkbox"/> PER STATUTE																					
E.L. EACH ACCIDENT	\$ 1,000,000																				
E.L. DISEASE - EAEMPLOYEE	\$ 1,000,000																				
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THE CITY OF PLANTATION SHALL BE LISTED AS CERTIFICATE HOLDER AND ENDORSED AS AN ADDITIONALINSURED FOR LIABILITY. POLICIES SHALL BE ENDORSED TO PROVIDE 30 DAYS WRITTEN NOTICE CANCELLATION TO CERTIFICATE HOLDER.

10 DAYS NOTICE OF CANCELLATION FOR NON-PAYMENT. CONTRACTORS INSURANCE SHALL PROVIDE PRIMARY COVERAGE AND SHALL NOT REQUIRE CONTRIBUTION FROM CERTIFICATE HOLDER. \*CONTRACTOR IS RESPONSIBLE FOR ALL DEDUCTIBLES. \*FOR WORKERS COMP- WAVIER OF SUBROGATION



# INSURANCE REQUIREMENTS

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CERTIFICATE HOLDER

<p>City OF Plantation 400 NW 73<sup>rd</sup> AVENUE PLANTATION, FL 33317</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS</p> <p>AUTHORIZED REPRESENTATIVE - <b>REQUIRED SIGNATURE</b></p>
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## STATEMENT UNDER SECTION 287.087 FLORIDA STATUTES

### TO BE RETURNED WITH FIRM

Preference must be given to FIRMS submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Date

# BID FORM

---

Bidding Company's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

To furnish and deliver all materials and to do and perform all work in accordance with the Contract Documents for the Project entitled:

SOLICITATION NAME: Asphalt Rejuvenation Project – Term Contract  
ITB No. 072-22  
City of Plantation

TO: City of Plantation  
400 NW 73rd Avenue  
Plantation, FL 33317

The Undersigned BIDDER proposes and agrees if this bid is accepted, to enter an agreement with the CITY to complete all work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.

BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation. This bid will remain open for ninety (90) days after the day of Bid Opening.

A. BIDDER has examined copies of all the Contract Documents and of the following Addenda:  
(if any addenda have been issued)

DATE:

[   ]  
[   ]  
[   ]

ADDENDA NUMBER:

[   ]  
[   ]  
[   ]

(receipt of all of which is hereby acknowledged) and also copies of the Advertisement or Notice to Contractors and the Instruction to Bidder.

- B. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreements or rules of any group, association, organization or corporation. BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham bid; BIDDER has not solicited or induced any person, firm, or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other BIDDER or over CITY.
- C. BIDDER shall complete/furnish the work/equipment for the following price. It is the CITY'S intent to award a contract to the lowest, responsive, and responsible BIDDER.

## BID FORM

TOTAL BASE BID AMOUNT:

Description	Per SQ YD Cost	Total Cost
<b><u>Standard Specification – Reclamite</u></b> Approximately 615,000 square yards annually construction sealing with asphalt-rejuvenating agent furnished and applied.	\$ _____ SY	\$ _____
<b><u>Bid Alternate #1</u></b> Approximately 615,000 square yards annually construction sealing with asphalt-rejuvenating agent furnished and applied.	\$ _____ SY	_____
<b>GRAND TOTAL:</b>		\$ _____

**\*Prices shall remain firm for ninety (90) days.**

Safety Data Sheets enclosed? Yes \_\_\_\_\_ No \_\_\_\_\_

Specification Sheets/Brochures? Yes \_\_\_\_\_ No \_\_\_\_\_

Communications concerning this Bid shall be addressed to the address of BIDDER indicated below.

The undersigned also agrees as follows:

To do any extra work not covered by the foregoing Schedule of Price which may be ordered by the CITY, and to accept as full compensation therefore, such prices may be agreed upon in writing by the CITY and

the BIDDER SUBMITTED ON \_\_\_\_ 20 \_\_\_\_

SIGNATURE OF BIDDER: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE (if any): \_\_\_\_\_

ADDRESS: \_\_\_\_\_

Incorporated under the laws of the State of Florida.

COMPLIANCE UNDER SECTION 119.0701  
FLORIDA STATUTES

**TO BE RETURNED WITH BID**

The CONTRACTOR hereby certifies that it shall comply with public records laws, specifically to:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (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 contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the public agency.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the CONTRACTOR transfers all public records to the public agency upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**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 954-797-2237, [sslattery@plantation.org](mailto:sslattery@plantation.org), 400 NW 73rd Avenue Plantation, FL 33317**

As the person authorized to sign this statement, I certify that this FIRM agrees to comply with the above requirements.

CONTRACTOR: \_\_\_\_\_

By (sign): \_\_\_\_\_

## PUBLIC RECORDS

Fill in Form

Print Name: \_\_\_\_\_

### NOTARY BLOCK FOR AN INDIVIDUAL

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ (date) by \_\_\_\_\_ (name of personal acknowledging), who is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

My commission expires: \_\_\_\_\_

NOTARY PUBLIC

### NOTARY BLOCK FOR A CORPORATION

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ (date) by \_\_\_\_\_ (name of officer or agent, title of officer or agent), of \_\_\_\_\_ (name of corporation acknowledging), a \_\_\_\_\_ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

My commission expires: \_\_\_\_\_

NOTARY PUBLIC

## PUBLIC RECORDS

Fill in Form

### NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ (date) by \_\_\_\_\_ (name of member, manager, officer, or agent, title of member, manager, officer or agent), of \_\_\_\_\_ (name of company acknowledging), a \_\_\_\_\_ (state or place of formation) limited liability company, on behalf of the company, who is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

My commission expires:

\_\_\_\_\_

NOTARY PUBLIC

## SCRUTINIZED COMPANY CERTIFICATION

Fill in Form

### TO BE RETURNED WITH BID

CONTRACTOR Name: \_\_\_\_\_  
CONTRACTOR FEIN: \_\_\_\_\_  
CONTRACTOR Authorized Representative Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of any amount that are on the Scrutinized Companies that Boycott Israel List or that are participating in a boycott of Israel; or One million dollars or more if, at the time of bidding, FIRM is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has business operations in Cuba or Syria. The boycott Israel list is created pursuant to 215.4725 and the Sudan and Iran lists are created pursuant to section 215.473, Florida Statutes.

As the person authorized to sign on behalf of CONTRACTOR, I hereby certify that the undersigned company is not participating in a boycott of Israel, on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or that it does not have business operations in Cuba or Syria. I understand and agree that pursuant to section 287.135, Florida Statutes, the submission of a false certification; or being placed on the Scrutinized Companies that Boycott Israel List, or engaging in a boycott of Israel; or being placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or engaging in business operations in Cuba or Syria will be cause for the CITY to terminate this Agreement at the option of the CITY. In addition, FIRM may be subject to civil penalties, attorney's fees, and/or costs.

The scrutinized company list is maintained by the State Board of Administration and available at <http://www.sbafla.com/>.

Certified By: \_\_\_\_\_,  
who is authorized to sign on behalf of the above referenced company.  
Authorized Signature Print Name and Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**\*This form is being provided to comply with Florida Statute 287.135.**

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**CITY OF PLANTATION**  
**E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES**

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**TO BE RETURNED WITH BID**

Project Name: \_\_\_\_\_

Project No.: \_\_\_\_\_

## 1. Definitions:

“*Contractor*” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

“*Subcontractor*” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

“E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Plantation. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland

Security's E-Verify System during the term of the contract is a condition of the contract with the City of Plantation; and

- c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

### 3. Contract Termination

- a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.
- b) If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.
- e) If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

## E-VERIFY FORM

Fill in Form

CONTRACTOR: \_\_\_\_\_

By (sign): \_\_\_\_\_

Print Name: \_\_\_\_\_

### NOTARY BLOCK FOR AN INDIVIDUAL

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ (date) by \_\_\_\_\_ (name of personal acknowledging), who is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

My commission expires: \_\_\_\_\_

NOTARY PUBLIC

### NOTARY BLOCK FOR A CORPORATION

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ (date) by \_\_\_\_\_ (name of officer or agent, title of officer or agent), of \_\_\_\_\_ (name of corporation acknowledging), a \_\_\_\_\_ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

My commission expires: \_\_\_\_\_

NOTARY PUBLIC

## E-VERIFY FORM

Fill in Form

### NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ (date) by \_\_\_\_\_ (name of member, manager, officer, or agent, title of member, manager, officer or agent), of \_\_\_\_\_ (name of company acknowledging), a \_\_\_\_\_ (state or place of formation) limited liability company, on behalf of the company, who is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

My commission expires:

\_\_\_\_\_

NOTARY PUBLIC

COOPERATION WITH THE BROWARD COUNTY  
OFFICE OF INSPECTOR GENERAL

**TO BE RETURNED WITH BID**

The Broward County Office of Inspector General (“OIG”) has the authority to review and investigate how governmental contracts are performed and how BIDDERS and vendors (herein, “BIDDERS”) are paid. To this end, BIDDER agrees to cooperate with the OIG in the event the BIDDER is contacted by the OIG. Such cooperation shall include, answering any questions that may be posed by the OIG, and allowing the OIG to review and copy any of BIDDER’s written material, contract documentation, and financial records that may relate to the formulation, execution, and performance of this Contract. The BIDDER acknowledges and agrees that whatever work or effort is expended by BIDDER in interfacing with the OIG is part of the administrative or overhead or base costs of the services provided by the BIDDER to the CITY, and shall never be a basis for claiming extra or additional compensation under this Contract, or for requesting a change order.

The BIDDER’s failure to cooperate fully with the OIG as required by the preceding clause shall be a basis for the City claiming the BIDDER is in default, and may, if not timely cured, allow the City to terminate this Contract for cause. Unless the BIDDER is instructed otherwise in a specific written and notarized Order signed by the Broward County Inspector General, BIDDER shall advise CITY, in writing and in the same manner as BIDDER gives the City formal notice under this Contract, each instance, if ever, that the BIDDER is contacted by the OIG, and shall supply the City with information necessary to allow the City to ensure that the BIDDER is fully performing the requirements of this Paragraph.

**WITNESSES:**

_____	BIDDER: _____
NAME: _____	NAME: _____
	TITLE: _____
_____	
NAME: _____	

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ (date) by \_\_\_\_\_ (name of personal acknowledging), who is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

My commission expires: \_\_\_\_\_

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ (date) by \_\_\_\_\_ (name of officer or agent, title of officer or agent), of \_\_\_\_\_ (name of corporation acknowledging), a \_\_\_\_\_ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

My commission expires: \_\_\_\_\_

NOTARY PUBLIC

## OFFICE OF INSPECTOR GENERAL

Fill in Form

### NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ (date) by \_\_\_\_\_ (name of member, manager, officer, or agent, title of member, manager, officer or agent), of \_\_\_\_\_ (name of company acknowledging), a \_\_\_\_\_ (state or place of formation) limited liability company, on behalf of the company, who is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

My commission expires:

\_\_\_\_\_

NOTARY PUBLIC

## Bid Checklist and Summary Form

To comply with the City of Plantation's solicitation guidelines, this Bid Checklist Summary Form is **required for all solicitations exceeding \$25,000.00 or more.**

This form must be signed and included with the bid submittal in addition to the required bid documents of this solicitation. Failure to do so may result in your bid submittal being considered non-responsive.

**Bidder's Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Base Bid Total:** \_\_\_\_\_

**Plantation Local Business pursuant to Section 2-227 of City's Code:** Yes ☐ or No ☐

**Disadvantaged Business Enterprise:** Yes ☐ or No ☐

**Submitted Forms:**

- |  |   |
|--|---|
| <input type="checkbox"/> Non-Collusion Certification Form  | <input type="checkbox"/> References                   |
| <input type="checkbox"/> General Terms and Conditions Form | <input type="checkbox"/> Federal Funding Requirements |
| <input type="checkbox"/> Insurance Requirements            | <input type="checkbox"/> Drug Free Workplace          |
| <input type="checkbox"/> Bid Form                          | <input type="checkbox"/> Addendums                    |

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☐

If Yes, please list the equivalent product(s) below:

**Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

# GENERAL TERMS AND CONDITIONS

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## **A. Warranty**

The Contractor warrants to the City that materials and equipment furnished under the Agreement will be of good quality and new unless otherwise required or permitted by the City; that the Work will be free from defects not inherent in the quality required or permitted; and that the Work will conform with the applicable standard construction details and requirements. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty shall be for a period of one (1) year from acceptance by the City and excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. The Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. All manufacturers' product warranties shall be registered in the City's name and for its sole benefit.

## **B. Safety Precautions and Programs**

1. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Agreement.
2. In the event the Contractor encounters on the Project site any material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) that has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the City in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of the City and Contractor if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The Work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written agreement of the City and Contractor.
3. The Contractor shall not be required to work in an area on the Project site that contains asbestos or polychlorinated biphenyl (PCB).

## **C. Safety of Persons and Property**

1. The Contractor shall take responsible precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
  - a. employees at the Project site and other persons who may be affected thereby;
  - b. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Subsubcontractors; and
  - c. other property at the Project site or adjacent thereto, such as trees, shrubs, lawns, walks, relocation or replacement in the course of construction

## GENERAL TERMS AND CONDITIONS

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2. The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property for their protection from damage, injury or loss.
3. The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.
4. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
5. The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in this Section caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible except damage or loss attributable to acts or omissions of the City or Consultant or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor.
6. When applicable, the Contractor shall designate a responsible member of the Contractor's organization at the Project site whose duty shall be the prevention of accidents. This person shall be the Contractor's Superintendent unless otherwise designated by the Contractor in writing to the City and Consultant.
7. The Contractor shall not load or permit any part of the construction site to be loaded so as to endanger its safety.

### **D. Uncovering of Work**

1. If a portion of the Work is covered contrary to the City's request, it must, if required in writing by the City, be uncovered for the City's inspection and be replaced at the Contractor's expense.

### **E. Correction of Work**

1. The Contractor shall promptly, in a technically appropriate time period, correct Work rejected by the City or failing to conform to the applicable standard detail requirements. The Contractor shall bear costs of correcting such rejected work, including additional testing and inspections and compensation for the City services and expenses made necessary thereby.
2. If, within one year after the date of completion of the Work, any of the Work is found to be not in accordance with the standard detail requirements or to have failed, the Contractor shall

## GENERAL TERMS AND CONDITIONS

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correct it promptly, in a technically appropriate time period, after receipt of written notice from the City unless the City has previously given the Contractor a written acceptance of such condition. The City shall give such notice after discovery of the condition.

3. The Contractor shall remove from the work/project site portions of the Work that are not in accordance with the Work requirements and are neither corrected by the Contractor nor accepted by the City.
4. If the Contractor fails to correct nonconforming Work within a reasonable time, the City may correct it at the Contractor's expense. If the Contractor does not proceed with correction of such nonconforming Work within a reasonable time fixed by written notice from the City, the City may remove it and store the salvable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage within ten days after written notice, the City may upon ten additional days' written notice sell such materials and equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the City's services and expenses made necessary thereby. If such proceeds of sale do not cover costs, which the Contractor should have borne, the Contract Sum shall be reduced by the deficiency. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the City.
5. The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the City or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the Work requirements.

### **F. Cleaning Up**

1. The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by Work operations. At completion of the Work the Contractor shall remove from and around the Project site waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.
2. If the Contractor fails to clean up as directed, the City may do so and the cost thereof shall be charged to the Contractor.
3. The Contractor shall be responsible for the safe, neat and secure on-site retention of solid waste generated during the course of construction.
4. The Work Site includes the immediate area of the Site, ingress and egress routes through City's property (City Limits). Proper care shall be taken to avoid debris, trash, soil, gravel, rock, liquid or other materials from being deposited on roads or common areas of the City's adjacent property. The Contractor is responsible for providing a method of cleaning and or removing such debris or spillage as part of its Site responsibilities. In the event the City provides the means to clean or remove such debris or spillage from ingress or egress routes, the Contractor will be responsible for reasonable reimbursement to the City.

## GENERAL TERMS AND CONDITIONS

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5. IF requested by the City, temporary restoration of asphalt pavement and other surfaces disturbed by the work shall occur within 24 hours that work has been completed within the disturbed area.
6. Permanent restoration of paved areas shall not occur prior to repairs being completed, tested for leaks, the construction within the disturbed pavement area has been completed, and inspections approved; but not later than 10 working days after completion of these items. For a project with multiple sites throughout the City, the requirement for permanent restoration work within 10 working days shall apply to each site independently unless otherwise directed.
7. If directed by the City, all other areas disturbed by the Work shall be restored, within 10 working days of completion of construction at the Contractor's expense, to a condition equal to or better than that of the surrounding adjacent areas, with materials matching the surrounding adjacent materials. For a project with multiple sites throughout the City, the requirement for permanent restoration work within 10 working days shall apply to each site independently unless otherwise directed.

### **G. Project Closeout**

1. When Contractor considers the Work to be completed at the end of each Work assignment, Contractor shall submit written certification to the City that the Work is completed and ready for final inspection. Include the following:
  - a. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
  - b. Submit an updated final statement, accounting for final additional changes to the amount approved for the completed Work assignment.

### **H. Final Cleaning**

1. Remove any temporary protection and facilities installed for protection of the work area or equipment during general electrical repair work.
2. Comply with regulations of authorities having jurisdiction and safety standards for cleaning.
3. Where extra materials of value remaining after completion of associated Work have become the City's property, arrange for disposition of these materials as directed.

# GENERAL TERMS AND CONDITIONS

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## **I. Changes in Quantities**

1. The City reserves the right to increase or decrease the amount of any class of unit price work that may be deemed necessary.

## **J. Permits, Fees and Notices (If Applicable)**

1. Permit fees required by the Work shall be eligible for reimbursement by the City to the Contractor upon presentation of receipts by the Contractor.
2. It is the Contractor's responsibility to have and maintain appropriate Certificate(s) of Competency and submit state registration (if required) for the work to be performed and valid for the jurisdiction in which the work is to be performed for all persons (including subcontractors) working on the project for whom a Certificate of Competency is required.

## **K. Public Construction Bond(s)**

1. Contractor may be required to ensure a Public Construction Bond equal to one hundred (100) percent of the authorized work. The unit pricing provided by the Contractor in the bid form shall include the bonding cost. The Bond must be written through a company licensed to do business in the State of Florida and be rated at least "A", Class X, in the latest edition of "Best's Key Rating Guide", published by A.M. Best Company.

## **L. Completion of Work:**

1. The Work shall be performed on an as needed basis and completed within the time frames established by the City and the Contractor over the life of the Agreement.

## **M. Contractor Services and Responsibilities**

1. The Contractor shall assist the City or City's Representative in filing documents required to obtain necessary approvals of governmental authorities having jurisdiction over the project.
2. Materials: Unless otherwise specified herein, Contractor shall furnish, pay for and assume full responsibility for all materials, equipment, transportation, machinery, tools, appliances, water, heat, utilities and all other facilities and services necessary for the furnishing, performance, testing, startup and proper completion of the Work.

Contractor warrants that all materials and equipment shall be of good quality and new, unless otherwise provided in the Bid Documents and that the Work will be free from defects whether patent or latent in nature. All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable supplier except as otherwise provided in the Bid Documents.

## GENERAL TERMS AND CONDITIONS

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3. The Contractor shall be responsible for and shall coordinate all construction means, methods, techniques, sequences, and procedures.
4. The Contractor shall keep the City and City's Representative (if applicable) informed of the progress and quality of the Work.
5. If requested in writing by the City, the Contractor, with reasonable promptness and in accordance with time limits agreed upon, shall interpret the requirements of the Bid Documents and shall decide, subject to determination by the Architect or Engineer (if applicable), subject to demand for arbitration, claims, disputes and other matters in question relating to performance thereunder by both City and Contractor. Such interpretations and decisions shall be in writing, shall not be presumed to be correct, and shall be given such weight as the arbitrator(s) or the court shall determine.
6. The Contractor shall correct Work which does not conform to the Bid Documents.
7. Contractor shall comply with and give all notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to the performance of the Work. City shall not be responsible for monitoring Contractor's compliance with any laws and regulations. Contractor shall promptly notify City if the Bid Documents are observed by Contractor to be at variance therewith.
8. The Contractor shall pay royalties and license fees. The Contractor shall defend suits or claims for infringement of patent rights and shall hold the City harmless from loss on account thereof, except that the City shall be responsible for such loss when a particular design, process or product of a particular manufacturer is required by the City. However, if the Contractor has reason to believe the use of a required design process or product is an infringement of a patent, the Contractor shall be responsible for such loss unless such information is promptly given to the City.
9. The Contractor shall be responsible to the City for acts and omissions of the Contractor's employees and parties in privity of Contract with the Contractor to perform a portion of the Work, including their agents and employees.
10. The Contractor shall keep the premises free from accumulation of waste materials or rubbish caused by the Contractor's operation. At the completion of the Work, the Contractor shall remove from the project site the Contractor's tools, construction equipment, machinery, surplus materials, waste materials, and rubbish.
11. The Contractor shall prepare Change Orders for the City or City Representative's approval and execution in accordance with this Agreement and shall have authority to make minor changes in the design and construction consistent with the intent of this Agreement not involving an adjustment in the contract sum or an extension of the contract time. The Contractor shall promptly inform the City or City's Representative in writing, of minor changes in the design and construction.

## GENERAL TERMS AND CONDITIONS

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12. The Contractor shall notify the City or City's Representative when the Work or an agreed upon portion thereof is substantially completed by issuing a Certificate of Substantial Completion which shall establish the Date of Substantial Completion; shall state the responsibility of each party for security, maintenance, heat, utilities, damage to the Work and insurance; shall include a list of items to be completed or corrected; and shall fix the time within which the Contractor shall complete items listed therein.
13. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying Contractor's best skill, attention and expertise. Contractor shall be solely responsible for and have control over the means, methods, techniques, sequences and procedures of construction. Contractor shall be responsible to see that the finished Work complies accurately with the Bid Documents.
14. Contractor shall be fully responsible to City for all acts and omissions of the Contractor's employees, subcontractors, suppliers and other persons directly or indirectly employed by his subcontractors, suppliers and of persons for whose acts any of them may be liable and any other persons and organizations performing or furnishing of the Work under a direct or indirect Contract with Contractor. Nothing in the Bid Documents shall create any Contractual relationship between City and any such subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of City to pay or to see to the payment of any moneys due any such subcontractor, supplier or other person or organization except as may otherwise be required by laws and regulations. All Work performed for Contractor by a subcontractor will be pursuant to an appropriate agreement between Contractor and the subcontractor which specifically binds the subcontractor to the applicable terms and conditions of the Bid Documents for the benefit of City.
15. Contractor shall obtain and pay for all permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary.
16. Within seven (7) calendar days after execution of the Contract and in any event prior to the commencement of any Work hereunder, Contractor shall furnish, in writing to City, the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. City shall advise Contractor, in writing, of any proposed person or entity to which City has a reasonable objection. Failure of City to reply promptly shall constitute notice of no reasonable objection. Contractor shall not contract with a proposed person or entity to whom City has made a reasonable and timely objection. If City has reasonable objection to a person or entity proposed by Contractor, Contractor shall propose another to whom City has no reasonable objection. Contractor shall not change a subcontractor, person or entity previously selected if City makes reasonable objection to such change.
17. Contractor shall be fully responsible to City for all acts and omissions of the Contractor's employees, subcontractors, suppliers and other persons directly or indirectly employed by his subcontractors, suppliers and of persons for whose acts any of them may be liable and any other

## GENERAL TERMS AND CONDITIONS

persons and organizations performing or furnishing of the Work under a direct or indirect contract with Contractor. Nothing in the Contract Documents shall create any contractual relationship between City and any such subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of City to pay or to see to the payment of any moneys due any such subcontractor, supplier or other person or organization except as may otherwise be required by laws and regulations.

18. All Work performed for Contractor by a subcontractor will be pursuant to an appropriate agreement between Contractor and the subcontractor which specifically binds the subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of City.

**N. Risk of Loss; Title:** The risk of loss, injury, or destruction shall be on Contractor until acceptance of the Work by City. Title to the Work shall pass to City upon acceptance of the Work by City.

**O. Use of Premises:** Contractor shall confine equipment, the storage of materials and equipment and the operations of Workers to the project site and areas identified in and permitted by the Bid Documents and shall not unreasonably encumber the premises with equipment or other materials. Contractor shall assume full responsibility for any damage to any such land or area, or to the City or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against City by any such occupant because of the performance of the Work, Contractor shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim. The general indemnification provided elsewhere in this document specifically applies to claims arising out of Contractor's use of the premises. During the progress of the Work, Contractor shall keep the premises free from accumulation of waste materials, rubbish, and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the premises, as well as all tools, appliances, equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by City. Contractor shall restore to original condition all property not designated for alteration by the Bid Documents. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

**P. Access to Work:** Contractor shall provide City, City's consultants, representatives and personnel, independent testing laboratories and governmental agencies with jurisdictional interests with access to the Work at reasonable times for their observation, inspection and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's site safety procedures and programs so that they may comply therewith.

**Q. Survival of Obligations:** All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Bid Documents, shall survive final payment, completion and acceptance of the Work and termination or completion of the Agreement.

## GENERAL TERMS AND CONDITIONS

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### **R. Work by City or City's Contractors**

1. The City reserves the right to perform Work related to, but not part of, the Project and to award separate contracts in connection with other Work at the site. If the Contractor claims that delay or additional cost is involved because of such action by the City, the Contractor shall make such claims to the City or City's Representative in writing.
2. The Contractor shall afford the City's separate contractors' reasonable opportunity for introduction and storage of their materials and equipment for execution of their Work. The Contractor shall incorporate and coordinate the Contractor's Work with the Work of the City's separate contractors as required by the Bid Documents.
3. Costs caused by defective or ill-timed Work shall be borne by the party responsible.

END OF SECTION

# AGREEMENT

**Agreement  
By and Between  
City of Plantation  
&  
[CONTRACTOR'S NAME]  
for  
Asphalt Rejuvenation Project – Term Contract  
Agreement No. 072-22**

## 1. PARTIES AND DATE.

This Agreement (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 by and between the CITY OF PLANTATION, a Florida Municipal Corporation with its principal place of business at 400 NW 73 AVENUE PLANTATION, FL 33317, (“City”) and [CONTRACTOR'S NAME], a [INSERT BUSINESS TYPE] with its principal place of business at [INSERT ADDRESS] (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

## 2. RECITALS.

### 2.1 Contractor.

The Contractor shall timely complete the required services to the City as set forth in the terms and conditions in this Agreement. The Contractor represents that it is experienced in providing the [INSERT SERVICE] to public clients, is licensed and authorized to do business in the State of Florida, and is familiar with the requirements of the City.

### 2.2 Service

The City desires to engage the Contractor to provide [INSERT SERVICE]. The Contractor represents and warrants that it is able to satisfactorily provide the service according to the Scope of Services, which are incorporated herein by reference as Exhibit “A”.

The following Exhibits referenced herein are hereby incorporated into this Agreement- **Exhibit “A”** Scope of Services, **Exhibit “B”** documentation required by the City submitted by the Contractor during the solicitation period prior to Notice of Award, **Exhibit “C”** Front-End Documents, **Exhibit “D”** Insurance Requirements, **Exhibit “E”** Rates, **Exhibit “F”** General Terms and Conditions, **Exhibit “G”** Addenda.

### 2.3 Procurement

The City of Plantation electronically advertised an “Invitation to Bid” (ITB) for Asphalt Rejuvenation Project – Term Contract

The City of Plantation received [NUMBER] () bid responses from Contractors stating they can perform/provide the aforementioned service.

The City of Plantation found [CONTRACTOR'S NAME] the lowest responsive, responsible bidder and presented the recommendation of approval to the City Council for execution of an agreement.

# AGREEMENT

The City of Plantation City Council approved the execution of an agreement Asphalt Rejuvenation Project – Term Contract on Consent Agenda Item No. [ ] on [ DATE].

## 3. TERMS.

### 3.1 Term.

A. The initial agreement period shall be for one (1) year, commencing April 4, 2022 and expiring on April 3, 2023. In addition, the City reserves the right to extend this Agreement for four (4) additional one (1) year renewal periods, provided the Contractor also agrees in writing to extension upon such terms as the City and Contractor agree. Prices shall remain firm and fixed for the initial term of the Agreement.

### 3.2 Responsibilities of Contractor.

A. Payment. Payment for work shall be authorized upon completion of all work specified in “Scope of Services” of this specification. Invoices will be subject to verification and approval by the department requesting the service. Each invoice shall be submitted in increments not greater than thirty (30) days. All invoices are required to be submitted within three (3) months, if invoices are not submitted within three (3) months, the City reserves the right not to pay due to delinquency.

B. Contractor’s Compensation. At the completion of services, the Contractor shall receive a compensation of the prices listed below and further specified in Exhibit C.

Rates:

Description	Grand Total

C. Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor shall determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the Term. Any additional personnel performing the Services on behalf of Contractor shall also not be employees of City and shall at all times be under the Contractor’s exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation insurance.

D. Control and Payment of Subcontractors. All work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier, which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of this Agreement for the benefit of the City. The Contractor shall be responsible for the payments to any Subcontractors, including any professional fees, or Suppliers and additional costs within 14 calendar days of City’s payment to Contractor. The City

## AGREEMENT

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shall not be responsible for any payments to Subcontractors or Suppliers. The City shall not be billed directly or indirectly for any professional fees or additional costs of the Subcontractors for the Project.

E. Schedule of Services. Contractor shall perform the Services expeditiously, within the Term, and in accordance with the Scope of Services set forth in Exhibit “A”. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate the Contractor’s conformance with the Schedule, City shall respond to Contractor’s submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Scope of Services.

F. Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

G. Substitution of Key Personnel. Contractor has represented to City that certain key personnel will perform and coordinate the Services. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Contractor at the request of the City.

H. Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City’s staff, Contractors, and other staff at all reasonable times.

I. Standard of Care; Performance of Employees. Contractor shall perform all Services in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of Florida. Contractor represents and warrants that it is skilled in the professional calling necessary to perform the Services. Contractor represents and warrants that all employees and Subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents and warrants that it, its employees, and Subcontractors have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the Term. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor’s failure to comply with the standard of care provided for herein. Any employee of the Contractor or its Subcontractor who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

J. Excusable Delays. Neither Party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the Party or Parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, pandemics, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a Party.

## **AGREEMENT**

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Notwithstanding the foregoing, the City shall have no obligation to compensate Contractor for any Service that Contractor fails to perform, or otherwise has not performed.

K. Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, and shall give all notices required by law. Contractor warrants that it shall perform the Services in compliance with all applicable Federal and Florida employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Contractor shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Contractor's performance under this Agreement. Contractor shall be liable for all violations of such laws and regulations in connection with the Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

i. Equal Opportunity Employment. Contractor represents and warrants that it is an equal opportunity employer and it shall not discriminate against any Subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

L. Insurance.

i. Time for Compliance. Contractor shall not commence Services until it has provided evidence satisfactory to the City that it has secured all insurance pursuant to Exhibit "D". In addition, Contractor shall not allow any Subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the Subcontractor has secured all insurance pursuant to Exhibit "D".

M. Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and Subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

N. Accounting Records. Contractor shall maintain complete and accurate

ITB No. 072-22; Asphalt Rejuvenation Project – Term Contract

## **AGREEMENT**

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records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of 3 years from the date of final payment under this Agreement.

### **3.3     Termination of Agreement.**

A.     For Convenience. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least 30 calendar days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause. The City may terminate this Agreement for convenience even if Contractor avails itself of the Dispute Resolution process set forth below in subsection 3.6C.

B.     For Cause. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and with cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least 21 calendar days before the effective date of such termination. The City may, but is not obligated to, provide Contractor with an opportunity to cure any breach prior to the effective date of any termination for cause. The Contractor may not terminate this Agreement except upon a breach by the City, which is not cured upon 21 calendar days notice to City. In case of the Contractor's termination for cause, the Contractor shall be paid for Services satisfactorily provided to such termination date, less any setoffs or adjustments City may claim arising out of the Contractor's breach, the remaining unperformed parts of this Agreement, and for that portion (if any) of the Contractor's performance which is unsatisfactory (the intent being that the Contractor be paid what is just and equitable compensation for the Contractors' performance of Services rendered to the satisfaction of the City). Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Should the Contractor avail itself of the Dispute Resolution process set forth below in subsection 3.6C, then the City may not terminate this Agreement for Cause until the conclusion of the Dispute Resolution process.

C.     Mutual Termination. This Agreement may also be terminated by mutual written agreement at any time and under any terms.

D.     Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services. Contractor shall be required to provide such documents and other information within 21 calendar days of the request.

E.     Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, Services similar to those terminated.

### **3.4     Ownership of Materials and Confidentiality.**

## **AGREEMENT**

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A. Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data in any form, which are prepared or caused to be prepared by Contractor under this Agreement (“Documents & Data”). All Documents & Data shall be and remains the property of City, and shall not be used in whole or in substantial part by Contractor on other projects without the City's express written permission. Within 21 calendar days following the completion, suspension, abandonment or termination of this Agreement, Contractor shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Contractor is entitled under the termination provisions of this Agreement, Contractor shall provide all Documents & Data to City upon payment of the undisputed amount. Contractor shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Contractor shall retain copies of all Documents & Data on file for a minimum of 15 years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Contractor shall notify City and provide City with the opportunity to obtain the Documents & Data.

B. SubContractors. Contractor shall require all SubContractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the SubContractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Contractor or its SubContractors, or those provided to Contractor by the City.

C. Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Contractor shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Contractor's seal from the Documents & Data. Contractor shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Contractor shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Contractor, a party for whom the Contractor is legally responsible or liable, or anyone approved by the Contractor.

D. Indemnification. Contractor shall defend, indemnify and hold the City, its, officials, officers, employees, volunteers, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City the Documents & Data, including any method, process, product, or concept specified or depicted. This subparagraph shall survive termination or expiration of this Agreement.

## AGREEMENT

E. Confidentiality. To the maximum extent permitted by law, all Documents & Data, either created by or provided to Contractor in connection with the performance of this Agreement, shall be held confidential by Contractor. All Documents & Data shall not, without the prior written consent of City, be used or reproduced by Contractor for any purposes other than the performance of the Services. To the maximum extent permitted by law, Contractor shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Contractor that is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Contractor shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

### 3.5 General Provisions.

A. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address (physical or electronic) as the respective Parties may provide in writing for this purpose:

**Contractor:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_

**City:**

Mayor Lynn Stoner  
400 NW 73rd Avenue  
Plantation, FL 33317

With copies to:  
Jason Nunemaker  
Chief Administrative Officer  
400 NW 73rd Avenue  
Plantation, FL 33317

Kerry L. Ezrol, City Attorney  
Goren Cherof, Doody & Ezrol, P.A.  
3099 E Commercial Blvd., Ste. 200  
Fort Lauderdale, FL 33308

Such notice shall be deemed made when personally delivered, or, if mailed, 48 hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address, or delivered to such electronic mail address provided by the Parties for service of notices under this subsection when receipt is acknowledged by electronic written response by the receiving Party.

B. Indemnification.

## **AGREEMENT**

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i. Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, contractors, or agents in connection with the performance of the Contractor's services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorney's fees and other related costs and expenses, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this Agreement.

ii. Additional Indemnity Obligations. Payment of any amount due pursuant to the foregoing indemnity shall, after receipt of written notice by Contractor from the City that such amount is due, be made by Contractor prior to the City being required to pay same, or in the alternative, the City, at the City's option, may make payment of an amount so due and Contractor shall promptly reimburse the City for same, together with interest thereon at the statutory rate from the date of receipt by Contractor of written notice from the City that such payment is due. Contractor agrees, at Contractor's expense, after written notice from the City, to defend any action against the City that falls within the scope of this indemnity, or the City, at the City's option, may elect not to tender such defense and may elect instead to secure its own attorney to defend any such action and the reasonable costs and expenses of such attorney incurred in defending such action shall be payable by Contractor. Additionally, if Contractor, after receipt of written notices from the City, fails to make any payment due hereunder to the City, Contractor shall pay any reasonable attorney's fees or costs incurred by the City in securing any such payment from Contractor.

iii. Nothing contained herein is intended nor shall it be construed to waive the City's rights and immunities under the common law or Florida Statute §768.28 as amended from time to time. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist in the City's favor. Notwithstanding any other provision of this Agreement to which it is applicable, City shall not be liable or responsible to Contractor beyond the monetary limits and amounts specified in Ch. 768.28, Fla. Stat., regardless of whether said liability be based in tort, contract, indemnity or otherwise; and in no event shall City be liable to Contractor for punitive or exemplary damages or for lost profits or consequential damages.

iv. This paragraph shall survive termination or expiration of this Agreement.

### **C. Dispute Resolution**

i. In the event that any dispute between the City and the Contractor concerning questions or issues arising under this Agreement that have not been resolved, a request for dispute resolution shall be submitted by the Contractor to the City for determination. Request for such determination shall be made in writing. The City's decision may be reached in accordance with assistance, as it may deem reasonably necessary or desirable. The City's decision shall be rendered in writing no more than 30 calendar days after receipt of a fully documented (to the extent that such documents are within the control of the Contractor) request for a determination. The decision

## AGREEMENT

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shall be conclusive, final, and binding on all Parties, unless the Contractor shall seek a judicial determination in accordance with the provisions set forth below in subsection 3.6D.

ii. No later than 10 calendar Days after the Contractor's receipt of the City's determination, the Contractor shall respond to the City in writing, either accepting the determination or stating the Contractor's factual or legal objection to the determination. If the Contractor's response is an objection, the City shall respond in writing to the objection within 10 calendar days after receipt. No further response by either Party shall be required. Thereafter, the Contractor may seek a judicial determination of the dispute. In the event that the Contractor intends to seek judicial determination of a matter decided by the City, the Contractor shall notify the City of its intent to do so within 10 calendar days of the City's final decision.

iii. If required by City, the Contractor shall continue to perform the Services required under this Agreement during this resolution period, including any judicial resolution. The City's written determination shall be complied with pending final resolution, including judicial, of the dispute. If the Contractor complies with the City's written determination, the City shall continue to perform under this Agreement and make all payments due (other than those or the portions of payments in dispute, if any) during the resolution period. This payment provision shall not apply in the event that the Contractor fails to submit a dispute to the City as required by this subsection. The continued performance of this Agreement by either Party shall not constitute an admission as to any factual or legal position in connection with the dispute, or a waiver of its rights under this Agreement or at Law.

D. Governing Law; Judicial Review; Venue. This Agreement shall be governed by the laws of the State of Florida and venue shall be in Broward County without regard to its conflicts of law. The Parties hereby agree that in the event of any litigation between them, such proceeding shall be brought exclusively in the courts of the State of Florida, County of Broward or the Federal District Court with subject matter jurisdiction and encompassing the County of Broward, Florida. Each Party hereby irrevocably consents and submits to the jurisdiction of, and venue in, the aforementioned courts, and further waives any claim that a proceeding brought therein has been brought in an inconvenient forum. To the extent not prohibited by applicable law that cannot be waived, the City and Contractor hereby waive, and covenant that they will not assert (whether as plaintiff, defendant or otherwise), any right to trial by jury in any action arising in whole or in part under or in connection with this Agreement, whether now existing or hereafter arising, and whether sounding in contract, tort or otherwise.

E. Time of Essence. Time is of the essence for each and every provision of this Agreement.

F. City's Right to Employ Other Contractors. City reserves right employ other contractors in connection with this Project. Successors and Assigns.

G. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

H. Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

I. Construction; References; Captions. Since the Parties or their agents have

## AGREEMENT

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participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and SubContractors of Contractor, except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

J. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

K. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

L. No Third Party Beneficiaries. Except to the extent expressly provided for in this subsection, there are no intended third party beneficiaries of any right or obligation assumed by the Parties. The City has three dependent districts (Plantation Midtown Development District, Plantation Gateway, and the City of Plantation Community Redevelopment Agency) hereinafter “Districts”, all of which have the power to execute contracts, and all of which are served by City personnel for the purpose of Administration. Such Districts shall be intended third Party beneficiaries and shall be able to enforce the terms hereof for any Serves provided on behalf of the Districts.

M. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

N. Prohibited Interests. The Contractor warrants and represents that no elected official, officer, agent or employee of the City has a financial interest directly or indirectly in this Agreement or the compensation to be paid under it, and further, that no City employee who acts in the City as a “purchasing agent” as defined by §112.312(20), Florida Statutes, as amended, nor any elected or appointed officer of the City, nor any spouse or child of such purchasing agent employee or elected or appointed officer, is a partner, officer, director, or proprietor of the Contractors, and further, that no such City employee purchasing agent, City elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the Contractors. Material interest means direct or indirect ownership of more than Five Percent (5%) of the total assets or capital stock of the Contractors.

O. Conflicts of Interest. Contractor covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with City. Contractor further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed, any such interests, on the part of Contractor or its employees, must be disclosed in writing to City. Contractor is aware of the conflict of interest laws of the State of Florida, Chapter 112, Florida Statutes, as amended, and agrees that it will fully comply in all respects with the terms of said laws. Contractor warrants that it has not employed or retained any person employed by City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay, any public official or person employed by City any fee, commission, percentage, brokerage fee or gift of any kind, contingent upon or resulting from the award of this privilege.

## AGREEMENT

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P. Convicted Vendor List. Contractor represents to City that it is not a person or affiliate as defined in §287.133, Florida Statutes, as amended, which has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime. Contractor acknowledges and agrees that it may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of any public building or public work, may not submit bids on leases of real property with the City, may not be awarded an opportunity to perform work as a Contractor, supplier, SubContractor or Contractor under a contract with the City, and may not transact business with the City in an amount set forth in §287.017, Florida Statutes, as amended, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

Q. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

R. Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

S. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

T. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties

THIS SECTION WAS INTENTIONALLY LEFT BLANK

# AGREEMENT

IN WITNESS WHEREOF, CITY OF PLANTATION AND [CONTRACTOR'S NAME] have signed this Agreement in duplicate. One counterpart each has been delivered to the City and Contractor.

Attest: \_\_\_\_\_  
April Beggerow, City Clerk

CITY OF PLANTATION

By: \_\_\_\_\_  
Lynn Stoner, Mayor

As to legal form: \_\_\_\_\_  
Kerry L Ezrol, City Attorney

As to Procurement: \_\_\_\_\_  
Charles Spencer, Procurement Director

STATE OF FLORIDA  
COUNTY OF BROWARD

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2022, by Lynn Stoner, as Mayor of the City of Plantation, a Florida municipal corporation, on behalf of the municipal corporation. She is personally known to me or has produced \_\_\_\_\_ as identification.

My commission expires:

\_\_\_\_\_  
NOTARY PUBLIC

Signed, Sealed in the presence of:

[CONTRACTOR'S NAME]

Witness:

By: \_\_\_\_\_  
\_\_\_\_\_, President

\_\_\_\_\_

\_\_\_\_\_  
Typed name of Witness

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ (date) by \_\_\_\_\_, as \_\_\_\_\_, a Virginia Limited Liability Company, on behalf of the company. They are personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

My commission expires:

\_\_\_\_\_  
NOTARY PUBLIC

**OFFICE OF THE MAYOR**

Lynn Stoner  
Mayor

**PROCUREMENT DEPARTMENT**

Charles Spencer, NIGP-CPP  
Director



**CITY COUNCIL**

Erik Anderson, President  
Jennifer Andreu, President Pro Tem  
Timothy J. Fadgen  
Denise Horland  
Nick Sortal

**ADDENDUM NO. 1**

**ITB No. 072-22**

**Asphalt Rejuvenation Project – Term Contract**

**DATE OF ADDENDUM: November 18, 2022**

**TO ALL PROSPECTIVE BIDDERS:**

The following clarification, changes, additions and/or deletions are hereby made part of the Contract Documents for ITB No. 072-22.

**Questions and Answers**

**Question No. 1** - On page 14, paragraph 2, it states that the initial contract term is two years, with three optional one-year renewal terms, but on page 64, it states that the initial term is for one year, with four optional one-year renewal periods. Can you please tell me which is correct?

**Response No. 1** – A two-year initial contract term with renewal options for an additional three one-year terms.

**Question No. 2** - Also, page 4, the second paragraph describes elevator work. I know that was just left in by mistake, if you could please confirm?

**Response No. 2** – Please disregard that paragraph and refer to the scope beginning on page 14 for a description of work to be performed under this project.

Bids **must** be submitted on or before **January 10, 2023 11:00 A.M.** Bids must be submitted electronically **ONLY** via the Demand Star website.

<https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/>

All other terms, conditions and specifications remain unchanged for ITB No. 072-22.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** \_\_\_\_\_

**OFFICE OF THE MAYOR**

Nick Sortal  
Mayor

**PROCUREMENT DEPARTMENT**

Charles Spencer, NIGP-CPP  
Director



**CITY COUNCIL**

Jennifer Andreu, President  
Timothy J. Fadgen, President Pro Tem  
Erik Anderson  
Denise Horland  
Louis Reinstien

**ADDENDUM NO. 2**

**ITB No. 072-22**

**Asphalt Rejuvenation Project – Term Contract**

**DATE OF ADDENDUM: December 14, 2022**

**TO ALL PROSPECTIVE BIDDERS:**

The following clarification, changes, additions and/or deletions are hereby made part of the Contract Documents for ITB No. 072-22.

**Questions and Answers**

**Question No. 1** - The previous contract used by the City was on the South Florida Purchasing Cooperative, will this contract similarly allow for other agencies to piggyback by adding language to that end?

**Response No. 1** – The City will allow for other agencies to piggyback by excluding language in the contract that may prohibit it.

**Question No. 2** - With the extreme volatility of petroleum-based materials, longer term contracts around the state have added escalation clauses (such as the Producer Price Index or the FDOT Fuel and Bituminous Average Price Index). Would the City of Plantation consider adding such a clause to this contract?

**Response No. 2** – Please make the appropriate assumptions for the initial term of the contract. After the initial term, the City will consider the aforementioned escalation clauses.

Bids **must** be submitted on or before **January 10, 2023 11:00 A.M.** Bids must be submitted electronically **ONLY** via the Demand Star website.

<https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/>

All other terms, conditions and specifications remain unchanged for ITB No. 072-22.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** \_\_\_\_\_

**OFFICE OF THE MAYOR**

Nick Sortal  
Mayor

**PROCUREMENT DEPARTMENT**

Charles Spencer, NIGP-CPP  
Director



**CITY COUNCIL**

Jennifer Andreu, President  
Timothy J. Fadgen, President Pro Tem  
Erik Anderson  
Denise Horland  
Louis Reinstien

**ADDENDUM NO. 3**

**ITB No. 072-22**

**Asphalt Rejuvenation Project – Term Contract**

**DATE OF ADDENDUM: December 21, 2022**

**TO ALL PROSPECTIVE BIDDERS:**

The following clarification, changes, additions and/or deletions are hereby made part of the Contract Documents for ITB No. 072-22.

**Changes**

**Please see the attached revised bid form.**

**Questions and Answers**

**Question No. 1** - On page 53, the checklist lists “Federal Funding Requirements” as a submitted form, but that won’t apply, correct?

**Response No. 1** – **Please disregard this checklist item as it does not apply.**

**Question No. 2** - If we are submitting a price for the standard spec product, Reclamite®, and we are also providing pricing for an alternate product, then would the Grand Total be those two totals added together, or would the Grand Total be the total amount for the standard spec product?

**Response No. 2** – **Please see the attached revised bid form.**

**Question No. 3** - In regard to the Base Bid Total on page 53: Is this the total for the standard spec product plus the total for the alternate product, added together, or if it would be the total for the standard spec product, only?

**Response No. 3** – **Please provide two different totals and make a clear distinction between the standard and alternate bid price.**

Bids **must** be submitted on or before **January 10, 2023 11:00 A.M.** Bids must be submitted electronically **ONLY** via the Demand Star website.

<https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/>

All other terms, conditions and specifications remain unchanged for ITB No. 072-22.

Please acknowledge receipt of this Addendum No. 3 by returning it and/or acknowledging it in your bid.

**BIDDER’S NAME:** \_\_\_\_\_

400 NW 73rd Avenue ♦ Plantation, Florida 33317  
954.414.7842 ♦ [www.plantation.org](http://www.plantation.org)

## BID FORM (REVISED)

---

Bidding Company's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

To furnish and deliver all materials and to do and perform all work in accordance with the Contract Documents for the Project entitled:

SOLICITATION NAME: Asphalt Rejuvenation Project – Term Contract  
ITB No. 072-22  
City of Plantation

TO: City of Plantation  
400 NW 73rd Avenue  
Plantation, FL 33317

The Undersigned BIDDER proposes and agrees if this bid is accepted, to enter an agreement with the CITY to complete all work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.

BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation. This bid will remain open for ninety (90) days after the day of Bid Opening.

A. BIDDER has examined copies of all the Contract Documents and of the following Addenda:  
(if any addenda have been issued)

DATE:

[   ]  
[   ]  
[   ]

ADDENDA NUMBER:

[   ]  
[   ]  
[   ]

(receipt of all of which is hereby acknowledged) and also copies of the Advertisement or Notice to Contractors and the Instruction to Bidder.

- B. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreements or rules of any group, association, organization or corporation. BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham bid; BIDDER has not solicited or induced any person, firm, or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other BIDDER or over CITY.
- C. BIDDER shall complete/furnish the work/equipment for the following price. It is the CITY'S intent to award a contract to the lowest, responsive, and responsible BIDDER for Base Bid A or Base Bid B.

## BID FORM (REVISED)

TOTAL BASE BID AMOUNT:

### BASE BID A

Description	Per SQ YD Cost	Total Cost
<b><u>Standard Specification – Reclamite</u></b> Approximately 615,000 square yards annually construction sealing with asphalt-rejuvenating agent furnished and applied.	\$ _____ SY	\$ _____

### BASE BID B

Description	Per SQ YD Cost	Total Cost
<b><u>Bid Alternate #1</u></b> Approximately 615,000 square yards annually construction sealing with asphalt-rejuvenating agent furnished and applied.	\$ _____ SY	

**\*The City reserves the right to award either Base Bid A or Base Bid B**

**\*Prices shall remain firm for ninety (90) days.**

Safety Data Sheets enclosed? Yes \_\_\_\_\_ No \_\_\_\_\_

Specification Sheets/Brochures? Yes \_\_\_\_\_ No \_\_\_\_\_

Communications concerning this Bid shall be addressed to the address of BIDDER indicated below.

The undersigned also agrees as follows:

To do any extra work not covered by the foregoing Schedule of Price which may be ordered by the CITY, and to accept as full compensation therefore, such prices may be agreed upon in writing by the CITY and

the BIDDER SUBMITTED ON \_\_\_\_ 20 \_\_\_\_

SIGNATURE OF BIDDER: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE (if any): \_\_\_\_\_

ADDRESS: \_\_\_\_\_

Incorporated under the laws of the State of Florida.