

**CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM**

Meeting Date: January 15, 2020

Presenter's Name and Title: Anthony Collins, P.E., Director of Public Works on behalf of Public Works Department and Alicia Ayum, Director of Procurement on behalf of Procurement Department

Prepared By: Kristy Gilbert

Temp. Reso. Number: 7078

Item Description: Temp. Reso. #R7078, approving a piggyback agreement with M & M Asphalt Maintenance, Inc, D/B/A All County Paving, for resurfacing of various roadways throughout the City, in the amount of \$699,969.85; utilizing the City of Lake Worth Invitation for Bid ("IFB") No. 17-106, entitled "Annual Paving, Concrete and Misc. Hardscape Construction Services"; authorizing the City Manager to execute an appropriate agreement with M & M Asphalt Maintenance, Inc, D/B/A All County Paving. *(Director of Public Works, Anthony Collins and Director of Procurement, Alicia Ayum).*

Consent ☒ Resolution ☐ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

Instructions for the Office of the City Clerk: Public Works kindly request execution of the agreement on the dais.

Public Notice – As required by the Sec. ____ of the City Code and/or Sec. ____, Florida Statutes, public notice for this item was provided as follows: on _____ in a _____ ad in the _____; by the posting the property on _____ and/or by sending mailed notice to property owners within _____ feet of the property on _____
(fill in all that apply)

Special Voting Requirement – As required by Sec. _____, of the City Code and/or Sec. _____, Florida Statutes, approval of this item requires a _____ (unanimous, 4/5ths etc.) vote by the City Commission.

Fiscal Impact: Yes ☒ No ☐

REMARKS: Funds totaling \$699,969.85 will be expended from the Capital Improvement Program ("CIP") Project Account Nos. 385-50-804-541-000-606510-52022, 391-50-800-541-000-606510-52022, entitled "CIP-Construction".

Content:



- Agenda Item Memo from the City Manager to City Commission
- Resolution TR 7078
 - Exhibit A: Proposed Piggyback Agreement with M&M Asphalt Maintenance Inc d/b/a All County Paving
 - Exhibit B: First Amendment to Contract for Annual Paving, Concrete and Misc. Hardscape Construction Services
 - Exhibit C: City of Lake Worth Contract No. ITB 17-106

- **Attachment(s)**
 - **Attachment 1: Project Location Maps**
 - **Attachment 2: FY2020 Resurfacing Quote**



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners

FROM:  Vernon E. Hargray, City Manager 

BY: Anthony A. Collins, P.E., PMP, Director of Public Works

DATE: January 9, 2020

RE: Temp. Reso. No. 7078, approving a piggyback agreement with M&M Asphalt Maintenance, Inc d/b/a All County Paving for the purchase of roadway resurfacing services of various locations throughout the City

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 7078, approving an agreement with M&M Asphalt Maintenance, Inc., d/b/a All County Paving in the amount of \$699,969.85 for the purchase of roadway resurfacing services of various roadways throughout the City, utilizing the City of Lake Worth Invitation for Bid No. 17-106 entitled "Annual Paving, Concrete and Misc. Hardscape Construction Services."

ISSUE: City Commission approval is required for the award of contracts and approval of all expenditures in a single department exceeding \$75,000 from the same vendor in a fiscal year. This purchase authorizes expenditures in the amount of \$699,969.85 for Fiscal Year 2020 ("FY20").

BACKGROUND: The Public Works Department, Street Maintenance Program is responsible for the maintenance and condition of the City's roadways. The City has approximately 166 centerline miles of publicly maintained roadway infrastructure. Over the years, road conditions deteriorate and require remediation. Public Works prioritizes road restoration based on condition assessments contained within the Pavement Management System ("PMS") report, which rates roadway conditions based on pavement deterioration and prioritizes maintenance and roadway rehabilitation. An update of the City's PMS report was completed in 2016.

The City's resurfacing program is aimed at extending the life of the existing roadways. Roadway resurfacing also ensures that the City's streets are safe and comfortable for motorists, and are free of hazards such as pot holes, depressions, and other roadway deformities. Roads included in the Annual Roadway Resurfacing Project are prioritized

based on the condition ratings detailed in the PMS and the assessment of existing pavement conditions.

During fiscal year 2018 and 2019, a total of 13.2 centerline miles of roadways rated as poor or fair were milled and resurfaced. Funding approved by the City Commission in the FY20 Budget will provide for resurfacing of 3.6 centerline miles of roadways during FY20. The project location maps showing the selected roadways, marked in red, are attached as "Attachment 1."

The City of Lake Worth competitively solicited and awarded a contract to M&M Asphalt Maintenance, Inc., d/b/a All County Paving, as the lowest responsible and responsive bidder, for the provision of asphalt resurfacing. City of Lake Worth Contract No. 17-106 with M&M Asphalt Maintenance, Inc., was effective for a period of two years through May 15, 2019. On June 10, 2019, the City of Lake Worth renewed the contract for an optional one-year renewal period through May 16, 2020. M&M Asphalt Maintenance, Inc., has agreed to extend the same pricing, terms, and conditions of its contract with the City of Lake Worth to the City of Miramar. M&M Asphalt recently completed similar work for the City of Miramar and performed satisfactorily.

The Procurement Department has reviewed the contract terms and pricing and confirmed that utilizing the contract is in the City's best interest.

Based on the estimated quantities and the unit prices established in the above referenced bid, the cost to mill and resurface the selected streets shown on the project location maps would be approximately \$699,969.85.

The City's Project Manager assigned to this project is Marilyn Markwei, P.E., Streets & Drainage Engineer.

The City Manager recommends award of a contract to M&M Asphalt Maintenance d/b/a All County Paving in the amount of \$699,969.85 for the resurfacing of various City maintained roadways.

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12/2/19
1/8/20

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH M & M ASPHALT MAINTENANCE, INC., D/B/A ALL COUNTY PAVING, FOR RESURFACING OF VARIOUS ROADWAYS THROUGHOUT THE CITY, IN THE AMOUNT OF \$699,969.85; UTILIZING THE CITY OF LAKE WORTH INVITATION FOR BID (“IFB”) NO. 17-106, ENTITLED “ANNUAL PAVING, CONCRETE AND MISC. HARDSCAPE CONSTRUCTION SERVICES”; AUTHORIZING THE CITY MANAGER TO EXECUTE AN APPROPRIATE AGREEMENT WITH M & M ASPHALT MAINTENANCE, INC., D/B/A ALL COUNTY PAVING; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Public Works Department’s Street Maintenance Program is responsible for the maintenance and condition of the City of Miramar’s (“City”) roadways; and

WHEREAS, the City has approximately 166 centerline miles of publicly maintained roadway infrastructure; and

WHEREAS, over the years, road conditions deteriorate and require remediation; and

WHEREAS, the Public Works Department prioritizes road restoration based on condition assessments contained within the Pavement Management System (“PMS”) report, which rates roadway conditions based on pavement deterioration and prioritizes maintenance and roadway rehabilitation; and

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WHEREAS, a PMS update report was completed in 2016; and

WHEREAS, City staff reviewed the PMS report and performed a field assessment to determine roadways in urgent need of resurfacing; and

WHEREAS, the Capital Improvement Program ("CIP") Project No. 52022 provides funding for roadway resurfacing in Fiscal Year 2020; and

WHEREAS, a total of approximately 3.6 centerline miles of roadway resurfacing as detailed in Attachment 1 are expected to be completed in Fiscal Year 2020; and

WHEREAS, the City of Lake Worth competitively solicited and awarded a contract to M&M Asphalt Maintenance, Inc., d/b/a All County Paving ("Contractor"), as the lowest responsible and responsive bidder, for the provision of asphalt resurfacing; and

WHEREAS, City of Lake Worth Contract No. 17-106 with the Contractor, attached hereto as Exhibit "B," was renewed for an optional one-year period effective from June 10, 2019 through May 16, 2020; and

WHEREAS, pursuant to Section 2-450 of the City Code, the City has the authority to piggyback the City of Lake Worth contract No. 17-106 with the Contractor; and

WHEREAS, City Commission approval is required for purchases exceeding the \$75,000 per vendor limit, in accordance with Section 2-412(a)(1) of the City Code; and

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WHEREAS, the City Manager recommends City Commission approval to award a contract to the Contractor for asphalt roadway resurfacing, under the terms and conditions of City of Lake Worth, IFB 17-106, "Annual Paving, Concrete and Misc. Hardscape Construction Services "; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to approve, and authorize the City Manager to execute, an appropriate agreement with M&M Asphalt Maintenance, Inc., d/b/a All County Paving in the amount of \$699,969.85, for asphalt roadway resurfacing, utilizing City of Lake Worth, IFB 17-106.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1: That the foregoing "**WHEREAS**" clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: That the City Commission approves the award of an agreement to M&M Asphalt Maintenance Inc, d/b/a All County Paving in the amount of \$699,969.85, for asphalt roadway resurfacing, utilizing City of Lake Worth, IFB 17-106.

Section 3: That the City Manager is authorized to execute an agreement with M&M Asphalt Maintenance Inc, d/b/a All County Paving in the form attached hereto as Exhibit "A," together with such non-substantial changes as are deemed appropriate by the City Manager and approved as to form and legal sufficiency by the City Attorney.

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12/2/19
1/8/20

Section 4: That appropriate City staff is authorized to do all things necessary to carry out the aims of this Resolution.

Section 5: That this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of January, 2020.

Mayor, Wayne M. Messam

Vice Mayor, Alexandra P. Davis

ATTEST:

City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:

City Attorney
Austin Pamies Norris Weeks Powell, PLLC

Requested by Administration

Commissioner Winston F. Barnes
Commissioner Maxwell B. Chambers
Commissioner Yvette Colbourne
Vice Mayor Alexandra P. Davis
Mayor Wayne M. Messam

Voted

Reso. No. _____

**CITY OF MIRAMAR AGREEMENT FOR
ASPHALT ROADWAY RESURFACING
(Piggyback Competitive Award)**

This Agreement is made this ____ day of _____, 2020, between the City of Miramar, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 2300 Civic Center Place, Miramar, Florida 33025 ("City"), and M&M Asphalt Maintenance, Inc., d/b/a All County Paving, whose address is 1180 SW 10th Street, Delray Beach, FL 33444 ("Contractor").

WITNESSETH

WHEREAS, the Contractor wishes to enter into this Agreement ("Agreement") with the City to provide to the City Asphalt Roadway Resurfacing at locations within the City; and

WHEREAS, the parties wish to incorporate the terms and conditions of the solicitation and contractual arrangement between the City of Lake Worth, Florida and the Contractor as set forth in the City of Lake Worth, Florida Invitation for Bid No17-106, entitled "Annual Paving, Concrete and Misc. Hardscape Construction Services" ("IFB"); and

WHEREAS, the section 2-413 of the City Code provides authority for the City to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

Section 1. Term. The term of this Agreement commences upon full execution hereof and continues through upon completion, unless terminated earlier by its terms.

Section 2. Contract Terms. The Contractor agrees to provide the City with the asphalt roadway resurfacing services, including labor, materials, permits, and licenses,

as required to restore resurfaced asphalt along properties in the City with and related services as set forth in the Contractor's contract with the City of Lake Worth dated May 3, 2017, attached as Exhibit "C." These services are hereafter referred to as the "Work." The exhibit hereto is incorporated into this Agreement for all purposes (collectively, the "Contract Documents"). In the event of conflict between or among the Contract Documents, the order of priority shall be: this Agreement and Exhibit "B" and "C".

The following additional provisions are included:

A. City shall pay Contractor no more than the unit prices set forth in the Contract Documents and in accordance with the provisions of the Contract Documents. If the City requires services not covered by unit prices already made a part of the Contract Documents, the Contractor shall submit a detailed written proposal to the authorized City representative before providing any such services. For these purposes, Alicia Ayum shall be the City Representative and may be reached at 954-602-3121.

B. If permits are required, Contractor shall submit complete and accurate permit applications to all applicable permitting agencies within ten working days of receiving from the City all documents necessary to file such permit applications. The City shall pay all permit and related fees directly to the permitting agencies, including any permit fees charged by the City.

C. The "City of Miramar" shall be deemed substituted for "City of Lake Worth, Florida" with regard to any and all provisions of the IFB, including by example, and not limitation, with regard to bond requirements, insurance, indemnification, licensing, termination, default and ownership of documents. All recitals, representations, and warranties of Contractor made in the IFB (including Contractor's proposal) are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein.

D. Contractor shall not commence work on the project unless and until the requirements for insurance have been fully met by Contractor and appropriate evidence thereof, in the City's sole discretion, has been provided to and approved by the City. Contractor shall complete the work in accord with the Contract Documents.

Section 3. Open End Contract. The Contractor acknowledges that this Agreement is an open end contract. Accordingly, no guarantee is expressed or implied

as to the total quantity of commodities/services to be purchased hereunder or under any renewal. The City reserves the right to issue purchase orders as and when required, or, issue a blanket purchase order to Contractor, or use another contractor for the same or similar services. No purchase hereunder is authorized without a written order by the City containing the quantity, time of delivery, and other pertinent data. Notwithstanding the foregoing, for items urgently required, the Contractor may be given telephone notice, to be confirmed by an order in writing.

Section 4. Assignment. Neither party may assign its rights or obligations under this Agreement without the written consent of the other.

Section 5. Notice. Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For City: City Manager
City of Miramar
2300 Civic Center Place
Miramar, Florida, Florida 33025

Copy to: Burnadette Norris-Weeks, Esq.
City Attorney
Austin Pamies Norris-Weeks Powell, PLLC
401 NW 7th Avenue
Fort Lauderdale, FL 33311
Telephone: (954)768-9770

For Contractor: M&M Asphalt Maintenance Inc, d/b/a All County Paving
1180 SW 10th Street,
Delray Beach, FL 33444

Section 6. Severability. This Agreement sets forth the entire agreement between Contractor and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Section 7. Public Records.

CONTRACTOR shall comply with The Florida Public Records Act as follows:

- A. Keep and maintain public records in the Contractor's possession or control in connection with the Contractor's performance under this Agreement, that ordinarily and necessarily would be required by the City in order to perform the service.
- B. Upon request by the City's records custodian, provide the City with a copy of 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 Chapter 119, Florida Statutes, 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 this Agreement, and following completion of this Agreement until the records are transferred to the City.
- D. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of the Contractor shall be delivered by the Contractor to the City, at no cost to the City, within seven (7) days. All records stored electronically by the Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
- E. The Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, daqibbs@miramarfl.gov OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.

Section 8. Scrutinized Company

- A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- B. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor , its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Section 9. Ownership of Documents.

Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City. Any compensation due to the Contractor shall be withheld until all documents are received as provided herein.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

CITY:

City of Miramar

By: _____
Vernon E. Hargray
City Manager

Date: _____

By: _____
Denise Gibbs
City Clerk

Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE OF AND RELIANCE
BY THE CITY OF MIRAMAR ONLY:

By: _____
City Attorney
Austin Pamies Norris-Weeks Powell, PLLC

CONTRACTOR:
M & M ASPHALT MAINTENANCE INC, D/B/A ALL COUNTY PAVING

By: _____

Witness: _____

PRINT NAME

TITLE

Date: _____

Date: _____

**FIRST AMENDMENT TO NEIGHBORHOOD ROAD PROGRAM
(Annual Paving, Concrete and Misc. Hardscape Construction Services)**

THIS FIRST AMENDMENT ("Amendment") to the Neighborhood Road Program Contract is made as of the 10th day of JUNE, 2019, by and between the City of Lake Worth Beach, Florida, a municipal corporation of the State of Florida ("CITY") and M&M Asphalt Maintenance, Inc. DBA All County Paving, a Florida corporation, ("CONTRACTOR").

WHEREAS, the CITY issued an Invitation For Bid NO. 17-106 (hereinafter "IFB") for annual paving concrete and miscellaneous hardscape services for the project known as the Neighborhood Road Program, (hereinafter the "Services"); and

WHEREAS, the CONTRACTOR submitted a bid in response to the IFB and the CITY and CONTRACTOR entered into a contract for services on May 16th, 2017 (the "Contract"); and

WHEREAS, the Contract had an initial two (2) year term and the option to renew for up to three (3) additional one (1) year renewals; and

WHEREAS, the CITY and the CONTRACTOR wish to amend the Contract to renew the Contract for one additional year with all other terms, conditions and pricing remaining the same.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged by each party hereto, the CITY and the CONTRACTOR agree to amend the Contract, as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.
2. **Term of Contract.** The parties agree that the term of the Contract is hereby amended to May 16, 2020.
3. **Entire Contract.** The CITY and the CONTRACTOR agree that the Contract and this Amendment set forth the entire Contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. All other terms and conditions of the Contract remain in full force and effect.
4. **Counterparts.** This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Either or both parties may sign this Amendment via facsimile or email and such signature is as valid as the original signature of such party.

5. Scrutinized Companies.

5.1. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the Contractor or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

5.2. If this Agreement is for one million dollars or more, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the City may immediately terminate this Agreement at its sole option if the Contractor, or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

5.3. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

5.4. The Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the term of this Agreement, including any and all renewals.

5.5. The Contractor agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Contractor shall immediately notify the City of the same.

5.6. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

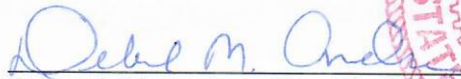
IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment to the Fleet Services Contract on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA


By: 

Michael Bornstein, City Manager

ATTEST:


Deborah M. Andrea, City Clerk

Approved as to form and legal sufficiency:


Glen J. Torcivia, City Attorney
/mpa

**M&M ASPHALT MAINTENANCE, INC. DBA
ALL COUNTY PAVING**

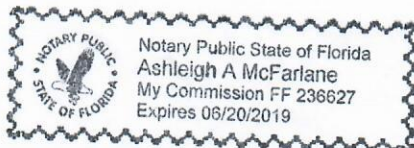
By: 

Print Name: Jeffrey Cohen

Title: Executive Vice President

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 3rd day of May, 2019, by Jeffrey Cohen, as Executive VP (title) of M&M Asphalt Maintenance Inc. dba All County Paving a Florida corporation, and who is personally known to me or who has produced the following _____ as identification.



By: 
Notary Public

Print Name: Ashleigh McFarlane

My commission expires: 6/20/2019

**CONTRACT FOR NEIGHBORHOOD ROAD PROGRAM
ANNUAL PAVING, CONCRETE AND MISC. HARDSCAPE CONSTRUCTION SERVICES
IFB # 17-106**

THIS CONTRACT for the Neighborhood Road Program (annual paving, concrete and miscellaneous hardscape construction services) ("Contract") is by and between the **City of Lake Worth**, a Florida municipal corporation ("City") and **M&M Asphalt Maintenance, Inc. DBA All County Paving** a Florida corporation, with its principal address at 1180 SW 10th Street, Delray Beach, FL 33444 ("Contractor").

WHEREAS, the City issued Invitation For Bid # 17-106 for annual paving, concrete and miscellaneous hardscape services for the project known as the Neighborhood Road Program ("IFB"); and

WHEREAS, the Contractor submitted a bid in response to the IFB; and

WHEREAS, the City desires to award the IFB to the Contractor on a non-exclusive basis for the Neighborhood Road Program (annual paving, concrete and miscellaneous hardscape construction services) ("Program"); and

WHEREAS, the City finds awarding the IFB to the Contractor as described herein serves a valid public purpose.

NOW THEREFORE, the City hereby engages the services of the Contractor, and in consideration of the mutual promises herein contained, the sufficient of which is hereby acknowledged by both parties, the parties agree as follows:

Article 1. GENERAL INFORMATION.

1.1 Scope of Services. The Contractor shall provide the services requested by the City and required under a City approved work order as described herein. The general nature of the services to be provided by the Contractor under this Contract are construction services for the Program including annual paving, concrete and miscellaneous hardscape services.

1.2 Contract Documents. The Contract Documents are incorporated herein by reference as if set forth in this Contract and comprise the entire agreement between the City and Contractor. The Contract Documents consist of this Contract, the IFB (including, but not limited to, the addenda, attachments, exhibits and any plans issued therewith); the bid submitted by the Contractor; and any duly executed and issued work orders, change orders and Contract amendments relating thereto. If, during the performance of the work, the Contractor finds an ambiguity, error or discrepancy in the Contract Documents, the Contractor shall so notify the City, in writing, within five (5) business days and before proceeding shall obtain a written interpretation or clarification. Failure to obtain a written interpretation or clarification will be deemed a waiver of the ambiguity, error or discrepancy by the Contractor. The City will not be responsible for any oral instructions, clarifications, or other communications except those provided in writing in response to Contractor's request for clarification of an ambiguity, discrepancy or error.

In resolving conflicts in any of the Contract Documents, the order of precedence shall be as follows:

First Priority:	Fully executed Change Orders or Contract amendments
Second Priority:	This Contract
Third Priority:	Fully executed Work Orders
Fourth Priority:	IFB
Fifth Priority:	Contractor's Bid

1.3 **Contract Administrator.** Whenever the term Contract Administrator is used herein, it is intended to mean the City Manager or designee, City of Lake Worth, Florida. In the administration of this Contract, all parties may rely upon instructions or determinations made by the Contract Administrator except that all requests and/or determinations that result in an increase in change in time of completion and/or an increase in the price shall require a formal change order or contract amendment executed by the City Manager or the City Commission (depending on the authority set forth in the City's Procurement Code).

1.4 **Work Orders.** This non-exclusive Contract does not guarantee that the City will utilize the Contractor in any capacity or for any services hereunder. When the City identifies a need for the Contractor's services, the City will request a proposal from the Contractor to provide the services requested. The City will provide the Contractor with plans in order for the Contractor to develop its proposal. The Contractor's proposal shall be submitted in the format of the sample work order, attached hereto and incorporated herein as **Exhibit "A"** along with a copy of the Contractor's proposal and shall be based on the unit prices set forth in the Contractor's bid to the IFB (or as may be amended under section 1.6 below). Upon receipt of the Contractor's proposed work order and proposal, the City shall decide in its sole discretion whether to award the work order to the Contractor. Depending on the lump sum amount of each work order, the work order may be awarded by the City Manager (if within his purchasing authority (currently not to exceed \$25,000)) or the City Commission. If the work order is approved by the City, the Contractor shall commence the identified services upon the City's approval of the work order for the services and issuance of a notice to proceed. The City reserves the right to reject any and all proposals submitted by the Contractor. A City-approved work order shall include (by reference) the plans provided by the City to the Contractor.

1.5 **Term.** This non-exclusive Contract shall become effective upon approval by the City Commission. Unless earlier terminated as provided for herein, the initial term of this Contract shall be for **two (2) years** from the effective date **with three (3) one (1) year renewal options**. The City, through the City Manager, may exercise the renewal options provided that the City has approved funding for said renewal options. Each fiscal year of this Contract and any renewals shall be subject to the availability of funds lawfully appropriated for its purpose by the State of Florida (if applicable) and the City.

1.6 **Unit Prices.** The unit prices stated in the Contractor's bid shall remain fixed for the first year of this Contract. The unit prices will be reviewed prior to the second year of this Contract and prior to each renewal option year. If due to applicable price escalations and/or reductions in asphalt and/or concrete which impact the Contractor's unit prices, the City and Contractor may execute a written amendment to this Contract to establish new unit prices for the next year of the Contract. The City Manager may approve changes in unit prices for the second year of this Contract and for each renewal option year based on the recommendation of the City's Public Services and Water Utility Director or their designees.

Article 2. CONTRACT TIME; LIQUIDATED DAMAGES.

2.1 All services to be provided under a City-approved work order shall be provided in a timely manner.

2.2 **Liquidated Damages.** The City and Contractor recognize that time is of the essence under this Contract and that the City will suffer financial loss if the work described in the Contract Documents is not completed within the times specified in the applicable work order. The City and Contractor recognize, agree and acknowledge that it would be impractical and extremely difficult to ascertain and fix the actual damages that the City would suffer in the event Contractor neglects, refuses, or otherwise fails to complete the work within the time specified. Accordingly, instead of requiring any such proof, the City and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the City five hundred dollars (\$500.00) for each day that expires after the time specified in the applicable work order.

Article 3. PAYMENT PROCEDURES

3.1 Generally. The Contractor shall submit invoices on a monthly basis detailing all work accomplished in the prior month and all materials installed and used in the Program pursuant to City approved work order. Contractor's invoices shall be submitted to:

City of Lake Worth
Attn: Finance Department
7 N. Dixie Highway
Lake Worth, FL 33460

The City's Contract Administrator or designee will review each invoice submitted by the Contractor. If approved, the City will make payment in accordance with the Contract Documents. If not approved, the City will notify the Contractor within twenty (20) business days of the City's receipt and identify the action necessary to correct the invoice or a deficiency.

3.2 Payment to the Contractor shall be made pursuant Florida's Prompt Payment Act (for construction services), section 218.735, Florida Statutes, except as provided herein. Specifically, the City will withhold ten percent (10%) of each payment from a work order to the Contractor as retainage until fifty percent (50%) of the work order price is paid to the Contractor. Upon payment of fifty percent (50%) of the work order price to the Contractor, the City will withhold only five percent (5%) of each work order payment made to the Contractor. Upon written request from the Contractor, the Contract Administrator may agree in writing with the Contractor to release a portion of the retainage upon payment of fifty percent (50%) of the work order price being paid to the Contractor (not to exceed fifty percent (50%) of the total retainage amount).

3.3 Upon substantial completion, the Contractor and City shall establish a punch-list of items that must be completed by the Contractor prior to the Contractor submitting its final payment request.

3.4 Final Payment. Upon final completion and acceptance of the work in accordance with the IFB and this Contract (including all punch-list items) and final inspection by the appropriate agency with jurisdiction over the Program (if other than the City), the Contractor shall submit a "final invoice" to the City. In order for both parties to close their books and records, the Contractor will clearly state "FINAL" on the Contractor's final invoice. This certifies that all work under the applicable work order has been properly completed and all charges have been invoiced to the City. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the Contractor. If the Contractor's Final Invoice is approved as set forth above, the City shall pay the remainder of the work order price including any amount held as retainage.

3.5 Notwithstanding the foregoing, the City shall not be required to pay or release any amount of retainage that is subject of a good faith dispute, the subject of a claim brought pursuant to section 255.05, Florida Statutes, or otherwise the subject of a claim or demand by the City.

3.6 Final payment shall not become due until the Contractor and all of its subcontractors submit to the City releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract Documents or otherwise related to the Program.

3.7 Acceptance of final payment by the Contractor or a subcontractor shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at

the time of final invoice.

Article 4. SUBCONTRACTS

The Contractor represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City. All of the services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. The Contractor shall furnish services in a manner consistent with industry standards and to a level of professional skill generally acceptable in the industry with regard to services of this kind. The Contractor shall comply with all applicable laws in the provision of services under this Contract. The Contractor agrees that it is fully responsible to the City for the acts and omissions of subcontractors and of persons either directly or indirectly employed by the Contractor. Nothing contained herein shall create any contractual relationship between any subcontractor and the City. All of the Contractor's personnel (and all subcontractors) while on City premises, will comply with all City requirements governing conduct, safety, and security. The City reserves the right to request replacement of any of subcontractor or subcontractor's personnel furnished by the Contractor upon written notice by City to Contractor of the cause for such replacement. All change order work performed by a subcontractor will be at a markup of 5% to the City by the Contractor. All subcontractors must provide the same level and type of insurance as required of the Contractor under this Contract prior to commencing any services. The Contractor shall submit the subcontractors' proof of insurance upon receipt of a notice to proceed.

Article 5. INDEMNITY.

The parties recognize that the Contractor is an independent contractor. The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the Contractor in the performance of this Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of the Contractor against the City and the Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

Subject to the limitations set forth in this Section, Contractor shall assume control of the defense of any claim asserted by a third party against the City and, in connection with such defense, shall appoint lead counsel, in each case at the Contractor's expense. The City shall have the right, at its option, to participate in the defense of any third party claim, without relieving Contractor of any of its obligations hereunder. If the Contractor assumes control of the defense of any third party claim in accordance with this paragraph, the Contractor shall obtain the prior written consent of the City before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the Contractor shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the City and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the City, be detrimental in any material respect to the City's reputation; (ii) the third party claim seeks an injunction or equitable relief against the City; or (iii) the Contractor has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in

connection therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. The Contractor expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained in the foregoing indemnification or any other provision in the Contract Documents shall be construed as a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

Article 6. REIMBURSEMENT OF ENGINEER EXPENSES.

Should the completion of a work order be delayed beyond the specified or adjusted time limit, Contractor shall reimburse the City for all expenses of engineering and inspection incurred by the City during the period between said specified or adjusted time and the actual date of final completion. All such expenses for engineering and inspection incurred by the City will be charged to Contractor and be deducted from payments due Contractor as provided by this Contract. Said expenses shall be further defined as engineer charges associated with the construction contract administration, including resident project representative costs. All such expenses shall be separate from and in addition to any Liquidated Damages as provided for herein.

Article 7. PUBLIC CONSTRUCTION BOND.

If the City approves a work order which exceeds \$200,000, the Contractor must provide the City with a public construction bond in accordance with section 255.05, Florida Statutes. Said bond must be recorded in the Official Records in and for Palm Beach County and a copy of the recorded bond must be provided to the City prior to the Contractor providing any services under the work order. The City reserves the right to request a bond for any work order which is less than \$200,000. The cost of the bond shall be a direct pass through cost to the City without any mark-up by the Contractor.

The public construction bond shall be on forms attached hereto as **Exhibit "B"** or substantially similar as approved by the City. The bond shall be in an amount not less than the total Work Order price and shall incorporate by reference the terms of the Contract Documents in their entirety.

To be acceptable to the City, a Surety Company shall comply with the following provisions:

The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida Department of Insurance, authorizing it to write surety bonds in the State of Florida.

- (a) The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.
- (b) The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.
- (c) The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the Contractor submits its Work Order for City approval.
- (d) The Surety Company shall have at least the ratings of A-/Class V in the latest issue of Best's Key Rating Guide.
- (e) The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:

1. Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Insurance to do business in this state have been met.
2. In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

Article 8. TERMINATION.

8.1 **TERMINATION BY CITY:** The City may terminate any work order, the Contract and/or the Contract Documents if the Contractor is in default as follows:

- (a) refuses or fails to supply enough properly skilled workers or proper materials to timely and competently complete the work;
- (b) fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- (c) disregards or takes action contrary to any laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
- (d) **takes action, short of declaring bankruptcy, evidencing insolvency;**
- (e) **fails or refuses to provide and/or maintain insurance or proof of insurance as required by the Contract Documents; or,**
- (f) otherwise is in breach of a provision of the Contract Documents.

When any of the above reasons exist, the City, may without prejudice to any other rights or remedies of the City and after giving the Contractor and the Contractor's surety (if applicable), three (3) days' written notice, and five (5) days to cure, terminate the work order, Contract and/or Contract Documents and may:

- (a) take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by or paid for by the City; and,
- (b) finish the work by whatever reasonable method the City may deem expedient.

The Contractor and its surety shall be liable for any damage to the City, including additional attorney and engineering/architectural fees, resulting from the Contractor's termination under this provision by the City, including but not limited to, and any increased costs incurred by the City in completing the work.

When the City terminates the Contract for one of the reasons stated above, the Contractor shall not be entitled to receive further payment, if any, until the work is finished.

Should it be determined by a mediator or a court of competent jurisdiction that the City wrongfully terminated the Contract, then the Contractor agrees to treat such termination as a termination for convenience.

8.2 **TERMINATION BY THE CITY FOR CONVENIENCE**

The City may, at any time, terminate the Contract and Contract Documents for the City's convenience and without cause. Upon receipt of written notice from the City of such termination for the City's convenience, the Contractor shall:

- (a) cease operations as directed by the City in the notice;
- (b) take actions necessary, or that the City may direct, for the protection and preservation of the work; and
- (c) except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

In case of such termination for the City's convenience, the Contractor shall be entitled to receive payment for work executed, and costs incurred by reason of such termination including termination payments to subcontractors and demobilization costs.

Article 9. MISCELLANEOUS.

9.1 The City and Contractor each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

9.2 Additional work, changes to the work order price or time, is subject to the City's prior written approval. The engineer or Contractor has no authority to approve such changes and has no authority to waive the requirement of prior written authorization for extra work, changes in the scope or time.

9.3 The headings contained in this Contract are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to Articles are to the Articles of this Contract. All references herein to Exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Contract.

9.4 This Contract may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.

9.5 This Contract (together with the other Contract Documents) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Contract, constitutes the entire agreement of the parties relating to the subject matter hereof. This Contract may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Contract shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Contract.

9.6 This Contract shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.

9.7 This Contract shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Contract; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason

whatsoever; and (c) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Contract or the subject matter hereof may not be enforced in or by such courts.

9.8 This Contract shall create no rights or claims whatsoever in any third party.

9.9 If any one or more of the provisions of the Contract shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

9.10 The effective date of this Contract is the date the Contract is approved by the City Commission.

9.11 Public Records: The Contractor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the City as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- (a) Keep and maintain public records required by the City to perform the service.
- (b) Upon request from the City's custodian of public records or designee, provide the City 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 Chapter 119, Florida Statutes, 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 this Contract and following completion of this Contract if the Contractor does not transfer the records to the City.
- (d) Upon completion of this Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City 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 City, upon request from the City's custodian of public records or designee, in a format that is compatible with the information technology systems of the City.

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 OR DESIGNEE AT (561) 586-1660, dandrea@LakeWorth.org, or 7 North Dixie Highway, Lake Worth, FL 33460.

9.12 This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

9.13 In accordance with Palm Beach County ordinance number 2011-009, the Contractor acknowledges that this Contract may be subject to investigation and/or audit by the Palm Beach County Inspector General. The

Contractor has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

9.14 Except where specifically provided for in the Contract Documents, the Contractor shall not be entitled to an increase in the price or payment or compensation of any kind from the City for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever. Provided, however, and subject to sovereign immunity under section 768.28, Florida Statutes, that this provision shall not preclude recovery or damages by the Contractor for hindrances or delays due solely to fraud, bad faith or active interference on the part of the City. Otherwise, the Contractor shall be entitled only to extensions of the contract times as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

9.15 If any legal action or other proceeding is brought for the enforcement of this Contract or the Contract Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract or the Contract Documents, each party shall be responsible for their own attorney's fees at all levels. EACH PARTY ALSO AGREES AND VOLUNTARILY WAIVES ANY RIGHT TO A JURY TRIAL ARISING OUT OF ALLEGED DISPUTE, BREACH, DEFAULT, MISREPRESENTATION OR ANY OTHER CLAIM IN CONNECTION WITH OR ARISING FROM ANY PROVISION OF THIS CONTRACT OR THE CONTRACT DOCUMENTS

9.16 Each of the parties agrees to perform its obligations under the Contract Documents in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of the work and under the Contract Documents.

9.17 All documents, including but not limited to drawings, specifications, plans, reports, other items and data or programs stored in hard-copy, electronically or otherwise (collectively referred to as "Documents" hereafter), prepared by the Contractor or its subcontractors under this Contract shall be considered a "Work for Hire" and the exclusive property of the City. To the extent such Documents may not be deemed a "Work for Hire" under applicable law, Contractor and Contractor's Subcontractors will assign to the City all right, title and interest in and to Contractor and/or Contractor's Subcontractors' copyright(s) for such Documents. Contractor shall execute and deliver to City such instruments of transfer and take such other action that City may reasonably request, including, without limitation, executing and filing, at City's expense, copyright applications, assignments and other documents required for the protection of City's right to such Documents. The Contractor shall retain copies of the Documents for a period of three (3) years from the date of completion of the Program. The City grants to the Contractor and Contractor's subcontractors the right and/or limited license to use a portion of the Documents prepared by the Contractor or the Contractor's subcontractors in future projects of the Contractor or Contractor's subcontractors with said right and/or limited license to use a portion at Contractor's or Contractor's subcontractor's own risk and without any liability to City. Any modifications made by the City to any of the Contractor's Documents, or any use, partial use or reuse of the Documents without written authorization or adaptation by the Contractor will be at the City's sole risk and without liability to the Contractor.

9.18 Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

9.19 Any notice required to be given under the Contract Documents shall be sent by certified mail (return receipt requested) or by nationally recognized overnight courier as follows to the City:

City of Lake Worth
Attn: City Manager

7 N. Dixie Highway
Lake Worth, FL 33460

and to the Contractor as follows:

M&M Asphalt Maintenance, Inc.
1180 SW 10th Street
Delray Beach, FL 33444

Either party may amend this provision by written notice to the other party.

9.20 The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida Statutes. The Contractor further represents that no person having any such conflicting interest shall be employed for said performance. The Contractor shall promptly notify the City's representative, in writing, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Contractor. The City agrees to notify the Contractor of its opinion within thirty (30) days of receipt of notification by the Contractor. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the City shall so state in the notification and the Contractor shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the Contractor under the terms of this Contract.

9.21 The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, Contractor shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.


9.22 This Contract is not intended to be and shall not be construed as an exclusive agreement, and the City may employ additional or other contractors to perform services contemplated by this Contract without liability to the City.

Remainder of this page intentionally left blank
Signature page follows

10.22 This Contract is not intended to be and shall not be construed as an exclusive agreement, and the City may employ additional or other contractors to perform services contemplated by this Contract without liability to the City.

IN WITNESS WHEREOF, the City and Contractor have caused this Contract for Neighborhood Road Program (annual paving, concrete and misc. hardscape construction services) to be executed the day and year shown below.

CITY OF LAKE WORTH, FLORIDA

By: 
Pam Triolo, Mayor

ATTEST:


Deborah M. Andrea, City Clerk

Approved as to form and legal sufficiency:


Glen J. Torcivia, City Attorney

CONTRACTOR:

M&M ASPHALT MAINTENANCE, INC.

By: 

Print Name: Kenneth Goldberg

Title: President

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 3RD day of MAY, 2017 by KENNETH GOLDBERG, as PRESIDENT of M&M Asphalt Maintenance, Inc., a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public

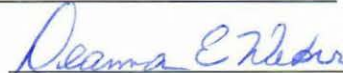

Print Name: DEANNA E WEBER
My commission expires: _____



EXHIBIT "A"
SAMPLE WORK ORDER

NEIGHBORHOOD STREETS PROGRAM
ANNUAL PAVING, CONCRETE AND MISC. HARDSCAPE CONSTRUCTION SERVICES
WORK ORDER NO. _____

THIS WORK ORDER FOR CONSTRUCTION SERVICES ("Work Order" hereafter) is made on the _____ day of _____, 2017, between the **City of Lake Worth**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City" hereafter) and _____, a Florida corporation, whose local business address is _____ ("Contractor" hereafter).

1.0 Project Description:

The City desires the Contractor to provide those construction services as identified herein for the Neighborhood Streets Program. The services are generally described as: _____ (the "Project"). The Project is more specifically described in the plans prepared by _____, dated _____, and which are incorporated herein by reference.

2.0 Scope

Under this Work Order, the Contractor will provide the City of Lake Worth with construction services for the Project as specified in the **Contractor's proposal attached hereto and incorporated herein as Exhibit "1"**.

3.0 Schedule

The services to be provided under this Work Order shall be substantially completed within _____ calendar days from the City's approval of this Work Order and issuance of a notice to proceed. Final completion shall be within _____ calendar days from the City's approval of this Work Order and issuance of a notice to proceed.

4.0 Compensation

This Work Order is issued for a lump sum, not to exceed amount of \$_____. (_____). The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount.

5.0 Project Manager

The Project Manager for the Contractor is _____, phone: _____; email: _____; and, the Project Manager for the City is _____, phone: _____; email: _____.

6.0 Progress Meetings

The Contractor shall schedule periodic progress review meetings with the City Project Manager as

necessary but every 30 days as a minimum.

7.0 Contractor's Representations

In order to induce the City to enter into this Work Order, the Contractor makes the following representations:

7.1 Contractor has familiarized itself with the nature and extent of the Contract Documents including this Work Order, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work.

7.2 Contractor has obtained at his/her own expense and carefully studied, or assumes responsibility for obtaining and carefully studying, soil investigations, explorations, and test reports which pertain to the subsurface conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the work as Contractor considers necessary for the performance or furnishing of the work at the stated work order price within the Work Order stated time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the IFB; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or is deemed necessary by Contractor for such purposes.

7.3 Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or is deemed necessary by the Contractor in order to perform and furnish the work under this Work Order price, within the Work Order time and in accordance with the other terms and conditions of the Contract Documents.

7.4 Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.5 Contractor has given the City's Contract Administrator written notice of all conflicts, errors or discrepancies that he or she has discovered in the Contract Documents and the written resolution thereof by City or its designee is acceptable to the Contractor.

8.0 Warranty. The Contractor warrants and guarantees to the City that all work provided under this Work Order will be in accordance this Work Order and the other Contract Documents. The Contractor warrants that all materials and parts supplied under this Work Order shall be free from defects for one (1) year from the final completion of all work (unless a longer manufacturer warranty applies). Contractor warrants that all work performed under this Work Order will be free from defects for one (1) year from the final completion of all work. If, at any time prior to the expiration of the one (1) year warranty period, the City discovers any failure or breach of the Contractor's warranties or the Contractor discovers any failure or breach of the Contractor's warranties, the Contractor will, upon written notice from City or of its own accord, at the Contractor's sole cost and expense, promptly correct such failure or breach (which corrective action must include, without limitation, any necessary removal, disassembly, reinstallation, repair, replacement, reassembly, retesting, and/or re-inspection of any part or portion of the work and any other property damaged or affected by such failure, breach, or corrective action). The Contractor will remedy any such failure or breach so, to the extent possible, to avoid unnecessary disruptions to the operations of City or its neighborhood roads. In the event the Contractor fails to initiate and diligently pursue corrective action within five (5) days of the Contractor's receipt of the City's notice or the Contractor's discovery of the same, the City may undertake such corrective action at the

Contractor's expense. The Contractor's obligations under this section shall be limited to the cost of repair of the defective condition.

9.0 Authorization

This Work Order is issued pursuant to the Contract for Neighborhood Road Program – Annual Paving, Concrete and Miscellaneous Hardscape Construction Services between the City of Lake Worth and the Contractor, dated _____, 2017 ("Contract" hereafter). If there are any conflicts between the terms and conditions of this Work Order and the Contract, the terms and conditions of the Contract shall prevail.

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order as of the day and year set forth above.

CITY OF LAKE WORTH, FLORIDA

By: _____
Pam Triolo, Mayor

ATTEST:

Approved as to form and legal sufficiency:

Deborah M. Andrea, City Clerk

Glen J. Torcivia, City Attorney

Contractor: _____

[Corporate Seal]

By: _____
Name:
Title:

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, as _____ of _____, a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public

EXHIBIT "B"
PUBLIC CONSTRUCTION BOND FORMS

Record and Return to:

CITY OF LAKE WORTH
PAYMENT AND PERFORMANCE BOND
(Pursuant to sec. 255.05, Fla. Stat.)

Surety Bond No. _____

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR:

Name:

Principal Business Address:

Telephone Number:

SURETY:

Name:

Principal Business Address

Telephone Number:

OWNER:

City of Lake Worth
7 North Dixie Highway
Lake Worth, FL 33460
(561) 586-1600

CONTRACT: Neighborhood Road Program – Annual Paving, Concrete and Misc. Hardscapes

Contract Work Order No:

Date:

Amount:

Description (Name and Location):

General Description of Work:

BOND

Date (not earlier than Work Order Date):

Amount:

Modifications to this Bond Form:

BY THIS BOND, we, _____ as Principal, and _____, a corporation, as Surety, are bound to the **City of Lake Worth, Florida**, herein called Owner, in the sum of \$_____ (_____) for payment of which we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the work set forth in the above noted Work Order and as further required in the **Neighborhood Road Program – Annual Paving, Concrete and Misc. Hardscapes** Construction Services Contract dated _____, 2017, between Principal and Owner, with the Work Order, the Contract and all Contract Documents (as defined in the Contract) being made a part of this Bond by reference and hereafter referred to as the “Contract Documents”, at the times and in the manner prescribed in the Contract Documents; and
2. Promptly makes payments to all claimants, as defined in section 713.01, Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Work Order and in accordance with the Contract Documents; and
3. Pays Owner all losses, damages, expenses, costs, and attorneys’ fees, including appellate proceedings, that Owner sustains because of a default by Principal under the Contract Documents; and
4. Performs the guarantee of all work and materials furnished under the Work Order and in accordance with the Contract Documents for the time specified in the Contract Documents, then this Bond is void, otherwise it remains in full force.

Whenever the Principal is declared by Owner to be in default under the Contract Documents, or whenever the Contract Documents have been terminated by default of the Principal, the Surety shall:

- a. Complete the work under the Work Order and Contract Documents in accordance with their terms and conditions; or,
- b. Obtain a bid or bids for submission to the Owner for completing the work under the Work Order and Contract Documents in accordance with their terms and conditions, and upon determination by the Owner and Surety of the best value bidder, arrange for a contract between such bidder and the Owner and make available sufficient funds to pay the costs of completion less the balance of the contract price and other costs and damages for which the Surety may be liable hereunder; but not exceeding the amount set forth above. The term “balance of the contract price” shall mean the total amount payable by the Owner to the Principal under the Work Order and any amendments or change orders thereto, less the amount properly paid by Owner to Principal.

The Surety expressly agrees to be bound by all Contract Documents terms and conditions related to liquidated, delay and time or impact-related damages. Surety shall be bound by the warranty or warranties contained in the Contract Documents and shall be responsible for any and all warranty obligations or damages as a result of latent defects or deficiencies in the work performed under the Contract.

The Surety shall and hereby agrees to indemnify the Owner and hold it harmless of, from and against any and all liability, loss, cost, damage or expense including reasonable attorneys’ fees, engineering and architectural fees or other professional service which the Owner may incur or which may accrue or be imposed upon Owner by reason of any negligence, default, act and/or omission of the Principal or any of its sub-contractors, agents, servants and/or employees, in, about or on account of the work and performance of the work in accordance with the Contract Documents by the Principal.

The Surety waives all rights against the Owner and its agents and employees for damages or other causes of loss by the Surety’s performance of its obligations under this Bond, including claims by Surety against Owner for costs it asserts were not warranted by the Contract Documents, excluding only such rights as the Surety shall have to proceeds of such insurance held by the Owner as fiduciary.

Any action for payment instituted by a claimant under this Bond must be in accordance with the notice and time limitation provisions in Section 255.05(2) and 255.05(10), Florida Statutes.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or any changes do not affect Surety's obligation under this Bond.

This Bond shall remain in full force and effect through the warranty period provided in the Contract Documents.

Dated on: _____

(If sole Ownership or Partnership, two (2) Witnesses required). (If Corporation, Secretary only will attest and affix seal).

Signed and sealed this _____ day of _____, 201__.

Witness

Principal

Title

(Corporate Seal)

Witness

Surety

Attorney-in-Fact
(Attach Power of Attorney)

Print Name

(Corporate Seal)

IFB #17-106**SCHEDULE OF UNIT PRICES**

In order to evaluate the total bid amount, each Bidder must identify the unit prices for the work set forth in the Scope of Work. In the event additional work is added to this contract by Change Order, the following unit prices will be utilized (as applicable). **Exhibit B illustrates the Work program per Year per District for reference.**

No.	FDOT No.	ITEM DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL
<u>GENERAL ITEMS</u>						
1	102-60	WORK ZONE SIGN	50	ED	\$0.50	
2	102-61	BUSINESS SIGN	10	EA	\$195.00	
3		PROJECT SIGN (PER DETAIL)	8	EA	\$900.00	
4	102-76	ARROW BOARD	2	ED	\$18.00	
5	102-99-A	PORTABLE MESSAGE SIGN	2	ED	\$45.00	
6	102-150-1	PORTABLE REGULATORY SIGN	2	ED	\$18.00	
7		MOT – CERTIFIED FLAGMAN (2 flagman)	1	ED	\$990.00	
8	102-74-1	BARRICADE, TYPE 1, II, DI, VP, DRUM	50	ED	\$0.45	
9		HI-VISIBILITY CONES	50	ED	\$0.43	
10	104-18	INLET PROTECTION	50	EA	\$100.00	
11	110-2-A	SELECTIVE CLEARING AND GRUBBING	1	AC	\$9,900.00	
<u>ROADWAY</u>						
12	327-70-AA	MILLING EXISTING ASPHALT PAVEMENT (1.5" AVG DEPTH) AND HAULOFF	500-1,000	SY	\$8.65	
12.1	327-70-AA	MILLING EXISTING ASPHALT PAVEMENT (1.5" AVG DEPTH) AND HAULOFF	Over 1,000	SY	\$2.75	
13	210-1-AA	REWORKING LIMEROCK BASE	500-1,000	SY	\$7.95	
13.1	210-1-AA	REWORKING LIMEROCK BASE	Over 1,000	SY	\$6.95	
14		REMOVE/HAULOFF EX. PAVEMENT AND BASE (UP TO 10" DEEP)	500-1,000	SY	\$11.95	
14.1		REMOVE/HAULOFF EX. PAVEMENT AND BASE (UP TO 10" DEEP)	Over 1,000	SY	\$7.75	
15		12" STABILIZED SUBGRADE	500-1,000	SY	\$8.95	
15.1		12" STABILIZED SUBGRADE	Over 1,000	SY	\$6.95	

16		8" BASEROCK (LIMEROCK OR CR. CONC.) (PRIMED)	500-1,000	SY	\$16.25	
16.1		8" BASEROCK (LIMEROCK OR CR. CONC.) (PRIMED)	Over 1,000	SY	\$12.45	
17		12" BASEROCK (LIMEROCK OR CR. CONC.) (PRIMED)	500	SY	\$21.40	
18	334-1-13	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C SP9.5	50-100	TN	\$175.00	
18.1	334-1-13	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C SP9.5	Over 100	TN	\$140.00	
19	337-7-33	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC 12.5	50-100	TN	\$228.00	
19.1	337-7-33	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC 12.5	Over 100	TN	\$210.00	
20	523-A-B	PATTERNED PAVEMENT, CROSSWALKS OR INTERSECTIONS	500	SY	\$82.00	
21		COLD IN-PLACE RECYCLING (CIR) 4"-8" DEPTH	Over 1,000	SY	\$13.30	
22		ASPHALT EMULSION (FOR CIR)	1	GAL	\$3.05	
23		PORTLAND CEMENT (FOR CIR)	1	TN	\$195.00	
24		ADDED RAP OR AGGREGATE (FOR CIR)	1	TN	\$23.40	
25		ASPHALT SPEED HUMP COMPLETE W/ THERMO STRIPING (PER DETAIL)	25	EA	\$5,000.00	
26	339-1	MISC. ASPHALT PAVEMENT	Over 100	TN	\$250.00	
27	305-1	BITUMINOUS CRACK AND JOINT SEALING	Over 1,000	LF	\$1.65	
28		CLEAN FILL DIRT F&I	50-100	CY	\$16.00	
29		SWALE CONSTRUCTION INCL. BAHIA SODDING	500	SY	\$18.00	
30		ASPHALT MILLINGS F&I	100	TN	\$45.00	
31		PBC TRAFFIC SIGNAL LOOP RESTORATION	5	EA	\$1,800.00	
CONCRETE						
32		REMOVE EX. CONCRETE CURBING (ALL TYPES)	Over 1,000	LF	\$9.95	
33		REMOVE EX. CONCRETE SIDEWALK / DRIVEWAY (4"-6")	Over 1,000	SY	\$24.50	
34	522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK (SELECTIVE REPLACEMENT)	Over 1,000	SY	\$58.50	
35	522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK (SELECTIVE REPLACEMENT)	500-1,000	SY	\$64.35	
36		MONOLITHIC CURB AND SIDEWALK (SELECTIVE REPLACEMENT)	Over 1,000	SF	\$70.20	
37	520-1-AA	TYPE F CURB AND GUTTER (SELECTIVE REPLACEMENT)	500-1,000	LF	\$28.60	

38	520-2-AA	TYPE D CURB (SELECTIVE REPLACEMENT)	500-1,000	LF	\$28.60	
39	520-3	VALLEY GUTTER (SELECTIVE REPLACEMENT)	500-1,000	LF	\$27.00	
40		DECORATIVE STAMPED COLORED CONCRETE, 4" THICK	Over 500	SF	\$9.50	
41		DECORATIVE STAMPED COLORED CONCRETE, 6" THICK	Over 500	SF	\$11.05	
42		ADA CURB RAMP W/ DETECTABLE WARNINGS (CAST-IN-PLACE)	Over 100	EA	\$995.00	
<u>STRIPING / SIGNAGE</u>						
43	705-11-A	DELINEATOR	25	EA	\$58.50	
44	706-3	RETRO REFELCTIVE PAVEMENT MARKERS (RPM'S)	Over 500	EA	\$5.20	
45		REMOVAL OF EX. STRIPING (GRIND OR WATERBLAST)	100	LF	\$1.89	
46		4" DOUBLE YELLOW THERMO	Over 500	LF	\$1.63	
47		4" SINGLE YELLOW THERMO	100	LF	\$0.85	
48		4" SINGLE WHITE THERMO	Over 500	LF	\$0.85	
49		6" DOUBLE YELLOW THERMO	100	LF	\$1.85	
50		6" SINGLE YELLOW THERMO	100	LF	\$1.05	
51		6" SINGLE WHITE THERMO	100	LF	\$1.05	
52		12" SINGLE WHITE THERMO	Over 500	LF	\$1.95	
53		18" SINGLE WHITE THERMO	Over 500	LF	\$2.65	
54		24" STOP BAR WHITE THERMO	Over 500	LF	\$3.95	
55	700-20-11	SINGLE SIGN POST ASSEMBLY, F&I, LESS THAN 12SF	Over 100	AS	\$348.00	
56		STANDARD STREET SIGN BLADE W/ POST ASSEMBLY	Over 50	AS	\$189.00	
57		HISTORIC DISTRICT STREET SIGN BLADE W/ POST ASSEMBLY	25-50	AS	\$208.00	
58		BIKE LANE SYMBOL STRIPING (THERMO)	Over 50	EA	\$455.00	
59		HANDICAP PARKING STALL COMPLETE W/ SIGN (PAINT)	10	EA	\$455.00	
60		REMOVE / RELOCATE EXISTING SIGN W/ POST	Over 50	EA	\$228.00	
<u>MISC. WORK</u>						
61		ST. AUGUSTINE SOD	Over 100	SY	\$5.85	

62		BAHIA SOD	Over 100	SY	\$4.85	
63		CHOCOLATE BROWN MULCH	100	CY	\$75.00	
64	425-4	ADJUST INLET	Over 25	EA	\$1,200.00	
65	425-5-A	ADJUST MANHOLES	Over 25	EA	\$750.00	
66	425-6	ADJUST VALVE BOX	Over 25	EA	\$750.00	
67		REPLACE MANHOLE RING AND COVER	Over 25	EA	\$950.00	
68		22"x22"x8" CONCRETE COLLAR (CLEANOUTS)	25	EA	\$500.00	
69		30"x30"x8" CONCRETE COLLAR (VALVES)	25	EA	\$600.00	
70		5'X5'X8" CONCRETE COLLAR (MANHOLES AND INLETS)	25	EA	\$750.00	
71	526-1-A	ARCHITECTURAL PAVERS (PER DETAIL)	100- 250	SY	\$108.00	
72	110-7-A	MAILBOX RELOCATION	Over 100	EA	\$250.00	
73		PAVER BRICK REPAIR (REINSTALL EXIST. BRICKS)	100- 250	SY	\$45.00	
74		FEC RAILROAD FLAGMAN	1	HR	\$135.00	

Name of Firm: M & M Asphalt Maintenance, Inc. dba All County Paving

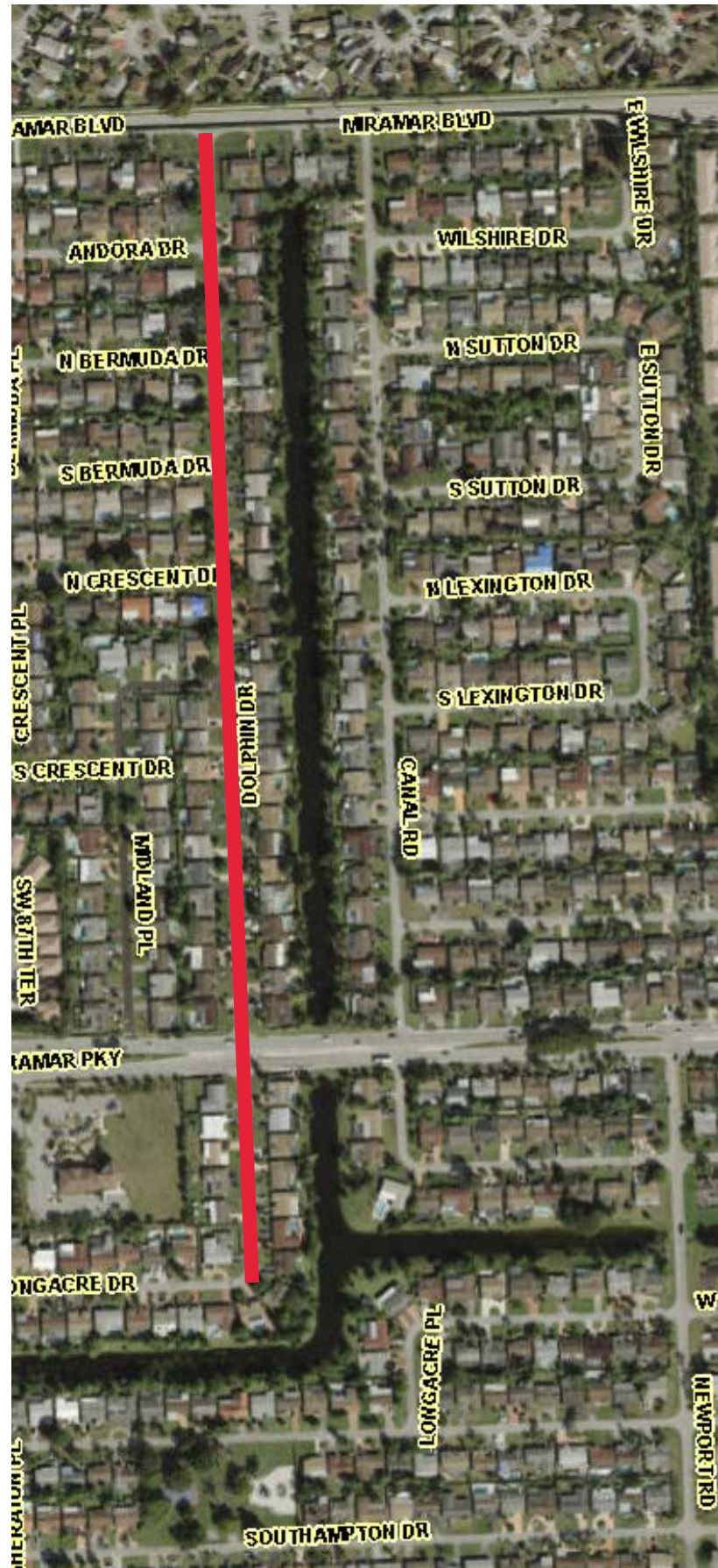
Address: 1180 SW 10th Street, Delray Beach ST FL Zip 33444

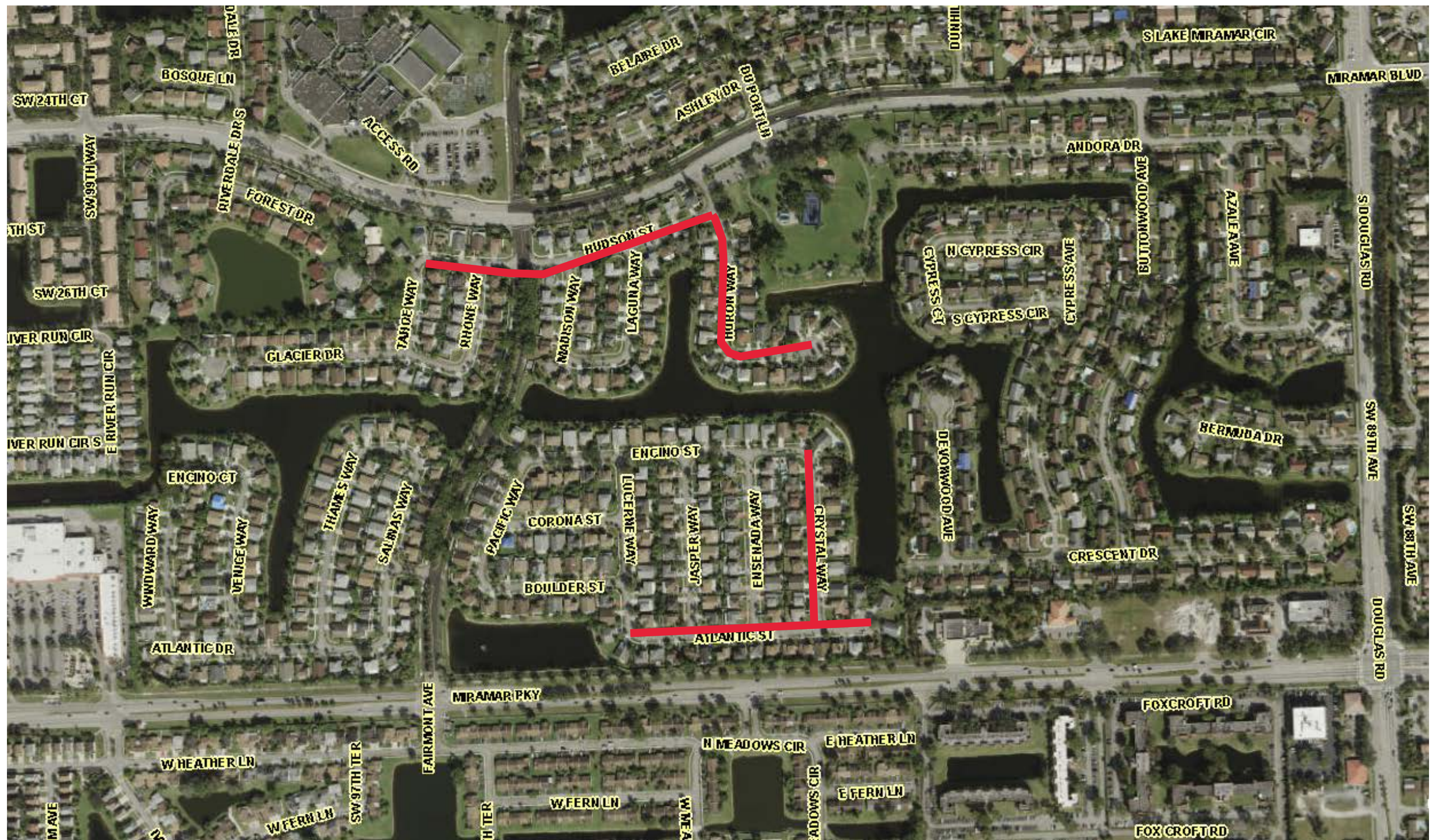
Phone: (561) 588-0949 Email: info@allcountypaving.com

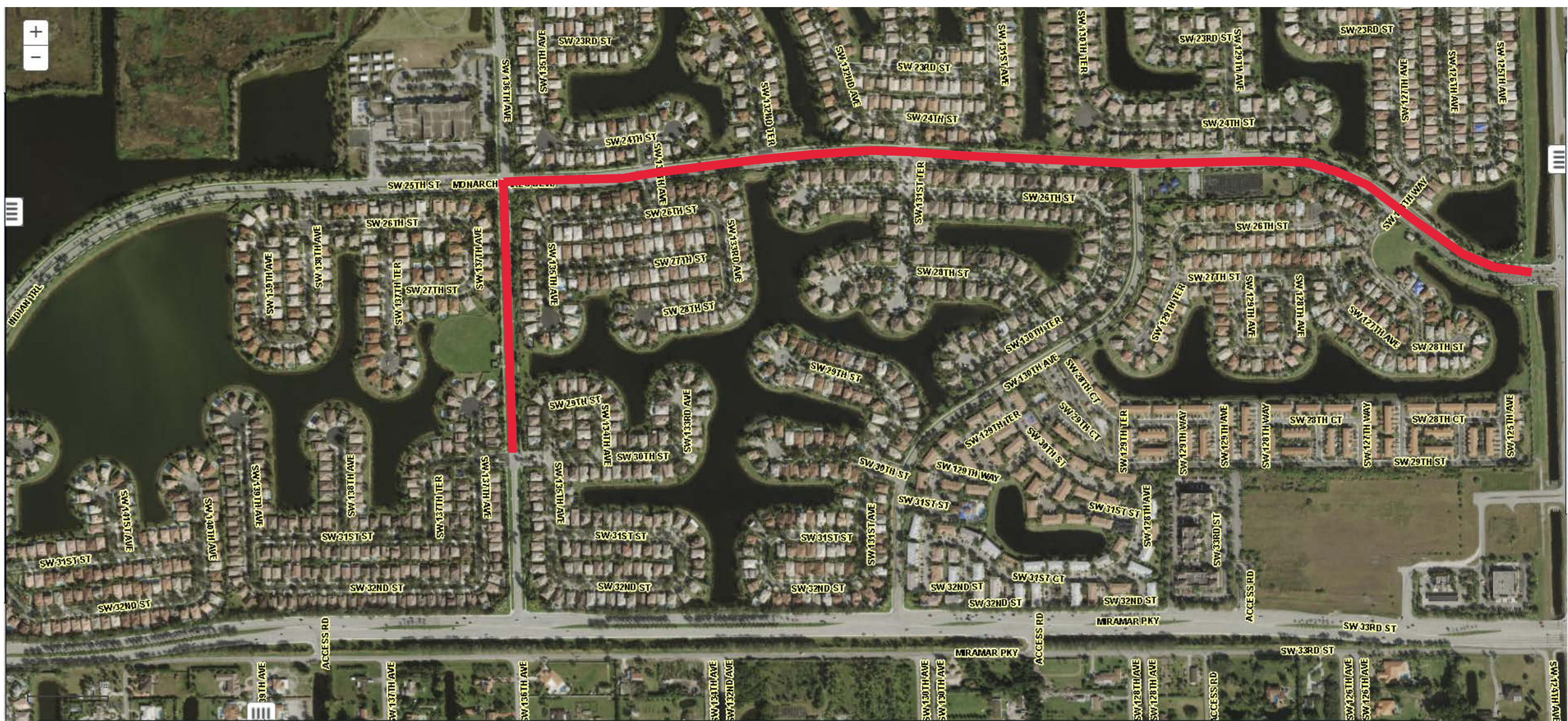
Print Name: Kenneth Goldberg Title: President

SIGNATURE:  Date: 4-12-17









ATTACHMENT 2

IFB #17-106

SCHEDULE OF UNIT PRICES

No.	FOOT No.	ITEM DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL
GENERAL ITEMS						
1	102-60	WORK ZONE SIGN	360	ED	\$ 0.50	\$ 180.00
7		MOT - CERTIFIED FLAGMAN (2 flagman)	30	ED	\$ 990.00	\$ 29,700.00
8	102-74-1	BARRICADE, TYPE 1, II, DI, VP, DRUM	900	ED	\$ 0.45	\$ 405.00
9		HI-VISIBILITY CONES	5000	ED	\$ 0.43	\$ 2,150.00
ROADWAY						
12.1	327-70-AA	MILLING EXISTING ASPHALT PAVEMENT (1.5" AVG DEPTH) AND HAULOFF	66389	SY	\$ 2.75	\$ 182,569.75
18.1	334-1-13	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC SP9.5	3118	TN	\$ 140.00	\$ 436,520.00
STRIPING & SIGNAGE						
44	706-3	RETRO REFLECTIVE PAVEMENT MARKERS (RPM'S)	643	EA	\$ 5.20	\$ 3,343.60
49		6" DOUBLE YELLOW THERMO	2075	LF	\$ 1.85	\$ 3,838.75
so		6" SINGLE YELLOW THERMO	13367	LF	\$ 1.05	\$ 14,035.35
51		6" SINGLE WHITE THERMO	23358	LF	\$ 1.05	\$ 24,525.90
52		12" SINGLE WHITE THERMO	185	LF	\$ 1.95	\$ 360.75
53		18" SINGLE WHITE THERMO	220	LF	\$ 2.65	\$ 583.00
54		24" STOP BAR WHITE THERMO	445	LF	\$ 3.95	\$ 1,757.75

TOTAL COST..... \$ 699,969.85

Name of Firm: M & M Asphalt Maintenance, Inc. dba All County Paving

Address: 1180 SW 10th Street, Delray Beach

ST EL Zip 33444

Phone: (561) 588-0949

- Email: info@allcountypaving.com