

MEMORANDUM

DATE: July 29, 2015
TO: **"ORIGINAL"**
CITY CLERK
FROM: Shelby Reisinger *SR*
Procurement Management Department

SUBJECT: Authorization to Release Contract

CONTRACT: #20150080
CONTRACT TITLE: Furnish & Install Asphaltic Concrete 10-199 Ton
VENDOR NAME: Lynch Paving & Construction Co., Inc. (**Primary Vendor**)
VENDOR ADDRESS: PO Box 1994
CITY & STATE: Okeechobee, FL 34972

APPROVED BY COUNCIL: July 13, 2015
7b) - LYNCH PAVING & CONSTRUCTION CO., PRIMARY CONTRACTOR, AND COMMUNITY ASPHALT CORPORATION, SECONDARY CONTRACTOR, TO FURNISH AND INSTALL ASPHALTIC CONCRETE 10-199 TON, #20150080, \$200,000, CONTRACT PERIOD IS FOR TWO YEARS WITH TWO (2) TWO (2) YEAR RENEWALS

START DATE: July 29, 2015

Please sign two originals and return to Shelby Reisinger in Procurement Management Department.

Thank you.

RECEIVED
JUL 29 2015
City Manager's Office

**CITY OF PORT SAINT LUCIE
CONTRACT #20150080**

This CONTRACT, executed this 30th day of July, 2015, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and Lynch Paving & Construction CO. Inc, PO Box 1994, Okeechobee, Florida 34972, Telephone No. (863)763 7373 Fax No. (863) 763 7379, hereinafter called "Contractor", party of the second part.

RECITALS

In consideration of the below agreements and covenants set forth herein, the parties agree as follows:

NOTICES

City Project Manager: Heath Stocton, PE
City of Port St. Lucie Public Works
121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984
Telephone: 772-344-4239 Fax: 772-871- 5289
Email: hstocton@cityofpsl.com

City Contract Administrator: Gina Jolly
City of Port St. Lucie Procurement Management
Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984
Telephone: 772-344-4055 Fax: 772-871-7337
Email: gjolly@cityofpsl.com

Primary Contractor: Lynch Paving & Construction Co., Inc.
PO Box 1994
Okeechobee, Florida 34972
Telephone: 863-763-7373 Fax: 863-763-7379
Email: bgent@lynchpaving.com

**SECTION I
DESCRIPTION OF SERVICES TO BE PROVIDED**

The specific work that the Contractor has agreed to perform pursuant to the E-Bid Specifications 20150080, Asphaltic Concrete Paving, 10-199 Ton, per project, and all addenda are hereby incorporated by this reference. The intent of the contract, specifications, and other contract documents is that the Contractor furnishes all labor and materials, equipment, supervision and transportation necessary for the proper execution of the work unless specifically noted otherwise.

The Contractor shall perform all the work as related to supplying and installing City designated areas of asphaltic concrete paving in quantities of 10-199 ton per project. All incidental work, including but not limited to Raised Pavement Markers (RPM) and temporary striping considered necessary to complete the work or improvement, ready for use or operation in a manner acceptable to the City. The secondary Contractor will be used only in the event the primary Contractor is unable to provide required services within seven (7) calendar days after issuance of purchase order or Visa authorization form.

**SECTION II
TIME OF PERFORMANCE**

The Contract Period will begin on July 29, 2015 and will extend for twenty four (24) months terminating on July 28, 2017. The Contractor will be required to commence work under this Contract within ten (10) calendar days after the start date identified in this Contract. In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Project Manager until all work specified in the bid specifications has been rendered.

Written requests shall be submitted to the City for consideration of extension of completion time due to strikes, unavailable materials, or other similar causes over which the Contractor feels he has no control. Requests for time extensions shall be submitted immediately but in no event more than two (2) weeks upon occurrence of conditions, which, in the opinion of the Contractor, warrant such an extension with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the Contractor's control.

**SECTION III
COMPENSATION**

The total amount to be paid by the City to the Contractor is on a per unit fixed price basis for the prices as identified on Schedule "A" attached hereto and made a part of this contract, plus a one-time ten-dollar (\$10.00) payment for indemnification as provided in Section V of this Contract herein below.

	Description	Unit	QTY	Unit Price	Total	% of material
1	Furnish & Install Asphalt Concrete Friction Course (FC-9.5) per Section 337, FDOT Specs, Latest Revision.	Ton	250	180.45	45,112.50	44%
2	Furnish & Install Superpave Asphalt Concrete (SP-9.5 TL-B(min)) per Section 334, FDOT Specs, Latest Revision. **	Ton	500	161.00	80,500.00	44%

Furnish & Install Asphaltic Concrete 10-199 Ton

3	Furnish & Install Asphalt Concrete Friction Course (FC-12.5) per Section 337, FDOT Specs, Latest Revision.	Ton	250	180.45	45,112.50	44%
4	Furnish & Install Superpave Asphalt Concrete (SP-12.5TL-B (min) per Section 334, FDOT Specs, Latest Revision. **	Ton	500	161.00	80,500.00	44%
5	Furnish & Install Tack coat material, PG 52-28 per Section 300-2.3, FDOT Specs, Latest Revision. This item includes the use of NTSS-1hm (trackless tack coat product) in approved applications.	Gallon	500	8.50	4,250.00	35%
6	Furnish & Install Prime Coat material MS-Emulsion, per Section 300-2.1, FDOT Specs. Latest Revision.	Gallon	500	9.00	4,500.00	40%
7	Clean edge existing pavement surface width prior to installation of tack coat per Section 300-5, FDOT Specs. Latest Revision. (Unit is Pavement Width)	LF	5,000	1.60	8,000.00	
8	Clean/scrape existing pavement to Base surface prior to installation of Prime Coat per Section 300-5, FDOT Specs. Latest Revision.	LF	5,000	2.75	13,750.00	
9	Asphalt Milling Service- Per FDOT 327	SY	2,000	7.50	15,000.00	
10	Total				296,725.00	

The contract allows for percentage adjustments for items #1-6 on the bid reply sheet for material only (not labor) for an increase or decrease on an annual adjustment (start date) based on the Florida Department of Transportation "Asphalt Price Index" (API), in accordance with the "Aggregate Industry Index". All adjustments must be mutually agreed upon by both parties and substantiated by documentation of said fluctuations.

FDOT Asphalt Price Index:

<http://www.dot.state.fl.us/construction/fuel&bit/fuel&bit.shtm>

The City shall not pay the Contractor any additional compensation for any loss or damage, arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties encountered in the performance of the work, or for any expenses incurred by or in consequence of the suspension or discontinuance of the work.

Invoices for services shall be submitted once a month, by the 10th day of each month, and payments shall be made net thirty calendar (30) days unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days.

Payment shall be made net thirty calendar days (30) of receipt of Contractor's valid invoice, provided invoice is accompanied by adequate supporting documentation, partial release of liens and approved by the Contract Supervisor as provided in Section XII of the Contract.

No payment for projects involving improvements to real property shall be due until Contractor delivers to City a complete release of all claims arising out of the Contract or receipts in full in lieu thereof, and an affidavit asserting personal knowledge that the releases and receipts include labor and materials for which a lien could be filed.

All invoices and correspondence relative to this Contract must contain the City's Contract number and Purchase Order number or Visa Authorization number.

The Contractor shall not be paid additional compensation for any loss or damage arising out of the nature of the work, from the action of the elements, from any delay or unforeseen obstruction, difficulties encountered in the performance of the work, or for any expenses incurred by or as a consequence of the suspension or discontinuance of the work.

SECTION IV CONFORMANCE WITH BID

It is understood that the materials and/or work required herein are in accordance with the bid made by the Contractor pursuant to the Invitation to Bid and Specifications on file in the Procurement Management Department of the City. All documents submitted by the Contractor in relation to said bid, and all documents promulgated by the City for inviting bids are, by reference, made a part hereof as if set forth herein in full.

SECTION V INDEMNIFICATION/INSURANCE

The Contractor shall indemnify and hold harmless the City, and its Officers and their employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional/Contractor and other persons employed or utilized by the Contractor in the performance of the Contract. As consideration for this indemnity provision the Contractor shall be paid the sum of \$10.00 (ten dollars), which will be added to the Contract price and paid prior to commencement of work.

The Contractor shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other

than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its immunity pursuant to Section 768.28, Florida Statutes, under its self insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage should apply on a primary basis. Should scope of work performed by Contractor qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for Completed Operations (should be ISO CG20101185 or CG20370704 & CG20100704) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of five (5) years from the date of possession by City or completion of contract. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the CITY. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Contractor does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement

to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, a municipality of the State of Florida, Furnish & Install Asphaltic Concrete 10-199 Ton shall be listed as additionally insured, Contract #20150080**". The Certificate of Insurance and policy shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage should be attached to the Certificate of Insurance. All independent contractors and subcontractors utilized in this project must furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

The Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Contractor shall 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 requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such a Contract on a pre-loss basis.

It shall be the responsibility of the Contractor to ensure that all subcontractors comply with the same insurance requirements referenced above.

All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract.

The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form," the City shall be endorsed as an "Additional Insured."

The City, by and through its Risk Management Department reserves the right, but not the obligation, to review and reject any insurer providing coverage.

The failure on the part of the Contractor to execute the Contract and/or punctually deliver the required Insurance Certificates and other documentation may be cause for the annulment of the award.

**SECTION VI
PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS**

Subject to the laws of the State of Florida and of the United States, neither Contractor nor any Subcontractor, supplier of materials, laborer or other person shall file or maintain any lien for labor or materials delivered in the performance of this Contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

**SECTION VII
WORK CHANGES**

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion. Any and all changes in the amount of \$25,000.00 or higher per fiscal year require City Council approval by a written change order that must be signed by the City Manager or his designee as representing the City. Adjustments in price up to \$24,999.00 per fiscal year require written approval from Procurement Director. Work shall be changed and the Contract price and completion time shall be modified only as set out in the written change order.

**SECTION VIII
COMPLIANCE WITH LAWS**

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances, and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and works done are to comply with all federal, state, and local laws and regulations. Contractor will comply with all requirements of 28 C.F.R. § 35.151. Contractors and subcontractors shall comply with § 119.0701, Fla. Stat. (2013). The Contractor and subcontractors are to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Contract, unless the records are exempt from Art. I, § 24(a), Fla. Const. and § 119.07(1)(a), Fla. Stat. (2013). Pursuant to § 119.10(2)(a), Fla. Stat. (2013), any person who willfully and knowingly violates any of the provisions of Ch. 119, Laws of Fla., commits a misdemeanor of the first degree, punishable as provided in § 775.082 and § 775.083 Fla. Stat. (2013).

**SECTION IX
CLEANING UP**

Contractor shall, during the performance of this Contract, remove and properly dispose of resulting dirt and debris, and keep the work area reasonably clear. On completion of the work, Contractor shall remove all Contractors' equipment and all excess materials, and put the work area in a neat, clean and sanitary condition.

**SECTION X
NOTICE OF PERFORMANCE**

Following delivery of materials and Contractor's performance of work required under this Contract, Contractor shall submit a written request for inspection to the Contract Supervisor. Such written request for inspection is the Contractor's Notice of Performance, which is further addressed in Section XII of this Contract.

**SECTION XI
DELIVERY DOCUMENTATION**

Where contract provides in whole or in part, for the sale and purchase of materials Contractor shall prepare a delivery ticket in triplicate for each shipment of material delivered to the City. The Contract Supervisor or his /her designee receiving the material shall sign the delivery ticket. One copy shall be given to the Contract Supervisor or his/her designee with the material. The Contractor shall retain one copy, and one copy shall accompany the Contractor's invoice.

**SECTION XII
INSPECTION AND CORRECTION OF DEFECTS**

In order to determine whether the required material has been delivered or the required work was performed in accordance with the terms and conditions of the Contract documents, the Contract Supervisor shall conduct the inspection as soon as practicable after receipt of the Contractor's Notice of Performance or delivery ticket. If such inspection shows that the required material has been delivered and required work performed in accordance with the terms and conditions of the Contract documents and that the material and work is entirely satisfactory, the Project Manager shall approve the invoice when it is received. Any defective work whether the result of poor workmanship, use of defective materials, damaged through carelessness or from other cause shall be removed within five (5) days after written notice is given by the City, and the work shall be re-executed by the Contractor at his expense. The fact that the City may have previously overlooked such defective work shall not constitute an acceptance of any part of it. Should the Contractor fail to remove rejected work or materials within five (5) days after written notice to do so, the City may remove them and may store the materials. Costs for such removal will be the responsibility of the Contractor. Satisfaction of warranty work after final payment shall be in accordance with the General Requirements.

Damage to Property: The Bidder shall preserve from damage all property along the line of work, or which is in the vicinity of or is in any way affected by the work, the removal, or destruction of which is not called for by the plans. This applies to public and private property, public and private utilities, trees, shrubs, crops, signs, monuments, fences, guardrail, pipe and underground structures, public highways, etc. Whenever such property is damaged due to the activities of the Bidder, it shall be immediately restored to a condition equal to or better than existing before such damage or injury was done by the Bidder, and at the Bidders expense. The

Furnish & Install Asphaltic Concrete 10-199 Ton

Bidder's special attention is directed to protection of any geodetic monument, horizontal, vertical or property corner, located within the limits of construction.

National Geodetic Vertical Datum 1929 (NGVD '29) or North American Vertical Datum 1988 (NAVD '88) monuments shall be protected. If in danger of damage, notify:

Geodetic Information Center
6001 Executive Boulevard
Rockville, MD 20852
Attn: Maintenance Center (301) 443-8319

City of Port St. Lucie vertical or horizontal datum shall also be protected. In case of damage or if relocation is needed, notify:

City of Port St. Lucie
Public Works Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099 (772) 871-5175

SECTION XIII ADDITIONAL REQUIREMENTS

In the event of any conflict between the terms and conditions, appearing on any purchase order issued relative to this Contract, and those contained in this Contract and the Specifications herein referenced, the terms of this Contract and Specifications herein referenced shall apply. If there is a conflict between the Contract and specifications, the Contract will control.

In the event of any conflict between the terms and conditions, appearing on any purchase order or work authorization issued relative to this Contract, and those contained in this Contract and the E-Bid herein referenced, the terms of this Contract and E-Bid herein referenced shall apply.

Discrepancies: If, in the course of performing work resulting from an award under this specification, the Engineer finds any discrepancy between the area defined in these specifications and the actual area where work is being performed, the Engineer shall discontinue work on the subject area and inform the Contract Supervisor of the discrepancy. The Engineer shall thereafter proceed as authorized by the Contract Supervisor who will document any modification to these specifications that he authorized in writing as soon as possible.

Suspension of Work: The City may at any time suspend work on the entire job or any part thereof by giving three (3) calendar days written notice, signed by the Project Manager, to the Engineer. The Engineer shall resume the work within three (3) calendar days after a written notice to resume work, signed by the Contract Supervisor, and is issued to the Engineer.

Emergencies: In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the Engineer, or his designee, without special instruction or authorization from the City, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. In the event such actions are taken, the Engineer shall promptly give to the Project

Manager, written notice of any significant changes in work or deviations from the Contract documents caused thereby, and if such action is deemed appropriate by the Project Manager, a written authorization signed by the Contract Supervisor covering the approved changes and deviations will be issued.

Labor and Equipment: The Engineer shall utilize experienced help who are thoroughly capable of performing the work assigned to them. The Engineer shall utilize proper equipment in good repair to perform assigned work. Failure on the part of the selected Engineer to furnish such labor or equipment shall be sufficient cause for annulment of any award resulting from these specifications.

Deductions: In the event the City deems it expedient to perform work which has not been done by the Engineer as required by these Specifications, or to correct work which has been improperly and/or inadequately performed by the Engineer as required in these Specifications, all expenses thus incurred by the City, at the City's option, will be invoiced to the Engineer and/or deducted from payments due to the Engineer. Deductions thus made will not excuse the Engineer from other penalties and conditions contained in the Contract.

Dress Code: All personnel in the employ of the selected Bidder(s) shall be appropriately attired. Employees engaged in the course of work shall wear company uniforms neat and clean in appearance, readily identifiable to all City employees and the public. No t-shirts with obscene pictures or writings will be allowed. Swimsuits, tank tops, shorts and sandals are also prohibited. Safety toed shoes shall be worn at all times.

Patent Fees, Royalties, and Licenses: If the Bidder requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the Bidder and his surety shall indemnify and hold harmless the City from any and all claims for infringement in connection with the work agreed to be performed. The Bidder shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during the prosecution of or after completion of the work.

Cooperative Purchasing Agreement: This bid may be expanded to include other governmental agencies provided a cooperative Purchasing Agreement exists or an Inter-local Agreement for joint purchasing exists between the City of Port St. Lucie and other public agencies. Bidders may agree to allow other public agencies to contract with them for the same items at the same terms and conditions as this bid, during the period of time that this bid is in effect. Each political entity will be responsible for execution of its own requirements with the Bidder.

SECTION XIV LICENSING

Contractor warrants that he possesses a State of Florida General Contractors License and certificates necessary to perform required work and is not in violation of any laws. Contractor warrants that his license and certificates are current and will be maintained throughout the duration of the Contract.

SECTION XV SAFETY PRECAUTIONS

Precaution shall be exercised at all times for the protection of persons, including employees and members of the public, and property. The safety provisions of all applicable laws and building and construction codes shall be observed.

Safety Precautions: The Engineer shall erect and maintain all necessary safeguards for the protection of the Engineer's employees and subcontractors, City personnel, and the general public; including, but not limited to, posting danger signs, and other warnings against hazards as is prudent and/or required by law to protect the public interest. All damage, injury or loss to persons and/or property caused, directly or indirectly, in whole or in part, by the Engineer's employees, or subcontractor(s), or anyone directly or indirectly employed by said parties shall be remedied by the Engineer.

Safety Data Sheets: Bidders shall provide SDS's and description literature for each chemical/compound/mixture used in the performance of the Contract to the City before the commencement of any work. All SDS's shall be of the latest version and comply with 29 CFR 1910.1200. Hazardous products shall not be used except with prior approval of the City, and must be disposed of properly by the bidder in accordance with U.S. Environmental Protection Agency 40 CFR 260-265. The Bidder shall maintain and have readily accessible on-site a complete SDS book of all chemicals, compounds/mixtures used in the execution of the contract.

Personal Protective Equipment (PPE): All personnel are required to wear PPE in the process of the work including eye protection, hearing protection, respiratory protection as necessary, gloves, approved safety boots with steel or composite toes, reflective vests and any other PPE as necessary for the work.

SECTION XVI ASSIGNMENT

Contractor shall not delegate, assign or subcontract any part of the work required to be performed under this Contract or assign any monies due to the Contractor hereunder without first obtaining the written consent of the City.

SECTION XVII TERMINATION, DELAYS AND LIQUIDATED DAMAGES

A. Termination of Contract. If the Contractor refuses or fails to deliver material as required and/or prosecute the work with such diligence as will insure its completion within the time specified in this Contract, the City by written notice to the Contractor, may terminate Contractor's rights to proceed. Upon such termination, the City may take over the work and prosecute the same to completion, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred by it in its completion of the work. The City may also, in the event of termination, obtain undelivered materials, by Contract or

otherwise, and the Contractor and his sureties shall be liable to the City for any additional costs incurred for such material. Contractor and his sureties shall also be liable to the City for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completing the work, such materials, tools, equipment and facilities as may be on the site of the work, and therefore necessary to accomplish the work.

B. Liquidated Damages for Delays. If material is not provided or work is not completed within the time specified in this Contract, including any extensions of time for excusable delays as herein provided, (it being impossible to determine the actual damages occasioned by the delay) the Contractor shall provide to the City five hundred (\$500.00) dollars as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be jointly and severally liable to the City for the total amount that is due to the City as a result of said delay of work completion.

C. Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work or delivery of materials due to: (1) any acts of the Federal Government, including controls or restrictions or requisitioning of materials, equipment, tools or labor by reason of war, national defense or any other national emergency, (2) any adverse acts of the City, (3) causes not reasonably foreseeable by the parties at the time of the execution of the Contract that are beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of another Contractor in the performance of some other Contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargos and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions, and (4) any delay of any Subcontractor occasioned by any of the above mentioned causes. However, the Contractor must promptly provide written notice of the delay in performing work. Contractor shall provide such written notice of delay within two (2) days of the event that caused the delay. If, on the basis of the facts and the terms of this Contract, the delay is properly excusable, then the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

D. The City may terminate this Contract with or without cause by giving the Contractor thirty (30) days notice in writing. Upon delivery of said notice and upon expiration of the thirty (30) day period, the Contractor shall discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly all related existing third party Contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder and no charges, penalties or other costs shall be due Contractor except for work timely completed.

SECTION XVIII LAW AND VENUE

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce this Contract shall be in St. Lucie County, Florida.

**SECTION XIX
REIMBURSEMENT FOR INSPECTION**

The Contractor agrees to reimburse the City for any expenditures incurred by the City in the process of testing materials supplied by the Contractor against the specifications under which said materials were procured, if said materials prove to be defective, improperly applied, and/or in other manners not in compliance with specifications. Expenditures as defined herein shall include, but not be limited to, the replacement value of materials destroyed in testing, the cost paid by the City to testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended by the City in the process of conducting the testing. Reimbursement of charges as specified herein shall not relieve the Contractor from other remedies provided in the Contract.

**SECTION XX
APPROPRIATION APPROVAL**

The Contractor acknowledges that the City of Port Saint Lucie's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Contractor agrees that, in the event such appropriation is not forthcoming, the City may terminate this Contract and that no charges, penalties or other costs shall be assessed.

**SECTION XXI
RENEWAL OPTION**

This Contract is for (2) years with the option of two (2), two (2) year renewals. In the event Contractor offers in writing ninety (90) days prior to the termination of this Contract, to provide the identical services required in this Contract for the following two (2) year period and the City agrees that said services are required and that the cost is acceptable, then the City, without additional bidding or negotiation, may, with the mutual agreement of the Contractor, extend this Contract two (2), two (2) year periods at the adjusted price for the additional term.

**SECTION XXII
ENTIRE CONTRACT**

The written terms and provisions of this Contract shall supersede all prior and contemporaneous verbal or written statements of any official or other representative of the City. Any such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract documents.

IN WITNESS WHEREOF, the parties have executed this Contract at Port St. Lucie, Florida, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

By:

J. Bremer

City Manager

By: *Robert P. Dent*
Authorized Representative of Lynch Paving & Construction Co, Inc.

State of: Florida

County of: Okeechobee

Before me personally appeared: *Robert P. Dent*
(please print)

Please check one:

Personally known

Produced Identification: _____
(type of identification)

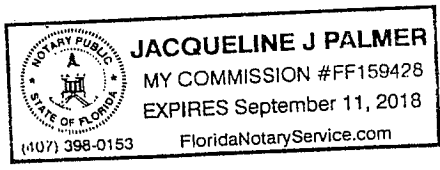
and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed. (he/she)

WITNESS my hand and official seal, this 21st day of July, 2015.

Jacqueline J. Palmer
Notary Signature

Notary Public-State of Florida at Large.

My Commission Expires September 11, 2018



(seal)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/21/2015

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 TDA, Inc., The Driscoll Agency 93 Longwater Circle P.O. Box 9120 Norwell MA 02061	CONTACT NAME: Ted Matthews PHONE (A/C No. Ext): 781-681-6656 E-MAIL ADDRESS: jbd@driscollagency.com	FAX (A/C No.):
	INSURER(S) AFFORDING COVERAGE	
INSURED 3130 Lynch Paving & Construction Co Inc Okeechobee Asphalt & Ready Mixed Concrete Inc Lawrence-Lynch Corp 503 NW 9th Street Okeechobee FL 34973	INSURER A: Starr Indemnity & Liability Co.	
	INSURER B: Old Republic General Ins Corp. 24139	
	INSURER C: Travelers Indemnity Co of CT 25682	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1262857983

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blkt Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	Y	Y	A2CG99941504	4/1/2015	4/1/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$	
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	A2CA99941504FL	4/1/2015	4/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp & Coll Deductib \$1,000	
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0	Y	Y	1000020870	4/1/2015	4/1/2016	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	A2CW99941504	4/1/2015	4/1/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER USL&H E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000	
C	Contractors Equipment Leased/Rented Equipment Installation Floater			QT660739X9338	4/1/2015	4/1/2016	Sched & Unsched Max Per Item: \$500,000 Limit Per Job Site \$1,000,000 Special Incl Theft \$1,000,000	

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

Re: City of Port St. Lucie, a municipality of the State of Florida
 Furnish and Install Asphaltic Concrete 10-199 Ton shall be listed additionally insured, Contract #20150080

City of Port St. Lucie, a municipality of the State of Florida are included as Additional Insured for Automobile Liability on a Primary Basis for the conduct of the (Named) Insured, but only to the extent of that liability.

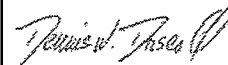
See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of Port St. Lucie
 121 SW Port St. Lucie Blvd
 Port St. Lucie FL 34984

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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ADDITIONAL REMARKS SCHEDULE

AGENCY TDA, Inc., The Driscoll Agency		NAMED INSURED Lynch Paving & Construction Co Inc Okeechobee Asphalt & Ready Mixed Concrete Inc Lawrence-Lynch Corp 503 NW 9th Street Okeechobee FL 34973	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

City of Port St. Lucie, a municipality of the State of Florida are included as Additional Insured for General Liability for ongoing operations per form CG2010 04/13 and for completed operations per form CG2037 04/13 and Excess Liability, as required by a signed written contract or agreement with the Named Insured.

The Additional Insured coverage for General Liability & Excess Liability detailed above applies on a primary, non-contributory basis where required by a signed written contract or agreement with the Named Insured.

The General Liability, Excess Liability, Automobile Liability, and Workers Compensation / Employers Liability Policies include a Waiver of Subrogation in favor of City of Port St. Lucie, a municipality of the State of Florida on whose behalf the Named Insured is required to obtain this Waiver under a written contract or agreement executed prior to a loss.

General Liability policy includes coverage for "X, C, U" (hazards, collapse of building, blasting and damage to underground property). Completed Operations, and Contractual Liability

30 day's notice of cancellation, except 60 days applies to GL, Auto, WC, and Excess Liability. 10 Days notice applies to non-payment of premium, on all policies.



ADDITIONAL REMARKS SCHEDULE

AGENCY TDA, Inc., The Driscoll Agency		NAMED INSURED Lynch Paving & Construction Co Inc Okeechobee Asphalt & Ready Mixed Concrete Inc Lawrence-Lynch Corp 503 NW 9th Street Okeechobee FL 34973	
POLICY NUMBER		EFFECTIVE DATE:	
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