

**COOPERATIVE PURCHASING AGREEMENT FOR
CONTINUING PAVEMENT MANAGEMENT SERVICES**

THIS COOPERATIVE PURCHASING AGREEMENT FOR CONTINUING PAVEMENT MANAGEMENT SERVICES ("Piggyback Agreement") is entered into by and between the **CITY OF Ocala**, a Florida municipal corporation ("City"), and **PAVEMENT TECHNOLOGY, INC.**, a foreign for-profit corporation duly organized in the state of Ohio and authorized to do business in the state of Florida (EIN: 34-1108308) ("Contractor").

WHEREAS, after a competitive procurement process, the City of Gainesville entered into a contract with Pavement Technology, Inc. for the provision of continuing pavement management services, Contract Number: PWDA-230027-DH (the "City of Gainesville Agreement"); and

WHEREAS, in accordance with Chapter 287, Florida Statutes and the City of Ocala's contracting and procurement policies and procedures, City has the legal authority to "piggyback" the purchase of goods and services as contracted by another governmental entity as a form of inter-governmental cooperative purchasing when seeking to utilize the same or similar services provided for in said contract; and

WHEREAS, City desires to purchase labor, services, and materials for the provision of continuing pavement management services pursuant to essentially the same terms and conditions provided under the City of Gainesville Agreement, as applicable and amended by the terms and conditions of this Piggyback Agreement; and

WHEREAS, Contractor agrees to extend the terms, conditions, and pricing from the City of Gainesville Agreement to the City of Ocala, subject to the terms and conditions of the Piggyback Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Contractor agree as follows:

1. **RECITALS.** City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **DEFINITIONS.** As used in this Piggyback Agreement, the following terms shall have the meaning specified below:
 - A. **Piggyback Agreement:** shall mean this Cooperative Purchasing Agreement for continuing services for pavement management as it may from time to time be amended or modified pursuant to its terms and provisions.
 - B. **City of Gainesville Agreement:** shall mean the Continuing Services Agreement for Pavement Management between City of Gainesville and Pavement Technology, Inc., and its exhibits, as amended and attached hereto as **Exhibit A – Gainesville Agreement**.
3. **INCORPORATION OF CITY OF GAINESVILLE AGREEMENT.** The City of Gainesville Agreement attached hereto as Exhibit A is hereby incorporated by reference as if set forth herein in its entirety. However, to the extent that any terms and conditions set forth in the City of Gainesville Agreement conflict with any of the amended or supplemental terms and conditions set forth in this Piggyback Agreement, then the amended and supplemental terms and conditions set forth in this Piggyback Agreement shall be given precedence.

4. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and Contractor shall only include this Agreement and those documents listed in this section as Exhibits to this Agreement. Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

Exhibits to Agreement: The Exhibits to this Agreement are as follows:

- A. Exhibit A: Gainesville Agreement (A-1 through A-10)
 - B. Exhibit B: City of Ocala Proposal (B-1)
5. **AMENDED TERMS AND CONDITIONS.** The following terms and conditions of the City of Gainesville Agreement are modified and replaced, in their entirety, as follows:
- A. The terms "City of Gainesville," or "City" shall be replaced and intended to refer to the "City of Ocala."
 - B. **COMPENSATION.** City shall pay Contractor a price not to exceed the maximum limiting amount of **FIVE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$550,000)** over the contract term for the performance of the work and in accordance with the contract documents based on the most current prices set forth in **Exhibit A – Gainesville Agreement**.
 - C. **TIME FOR PERFORMANCE.** This Agreement shall become effective and commence on **NOVEMBER 20, 2024**, and continue through and including **SEPTEMBER 30, 2025**.
 - D. **Invoice Submission.** All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and Invoice Date. Contractor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Engineering Department**, Attn: **Samuel Grant**, Address: **1805 NE 30th Avenue, Building 700, Ocala, Florida 34470** E-Mail: sgrant@ocalafl.gov; Phone: **(352)-351-6714**.
 - E. **Payment of Invoices by City.** The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.
 - F. **Withholding of Payment.** City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Contractor within **THIRTY (30)** calendar days of the Contractor's remedy or resolution of the inadequacy or defect.
 - G. **Excess Funds.** If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Contractor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.

- H. **Amounts Due to the City.** Contractor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.
 - I. **Tax Exemption.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.
6. **PUBLIC RECORDS.** Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Contractor shall:
- A. Keep and maintain public records required by the public agency to perform the service.
 - B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in 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 the contract term and following completion of the contract if Contractor does not transfer the records to the public agency.
 - D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Contractor or keep and maintain public records required by the public agency to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

7. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.

8. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
9. **E-VERIFY.** Pursuant to section 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all newly hired employees. Contractor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Contractor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Contractor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Contractor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Contractor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.
10. **CONFLICT OF INTEREST.** Contractor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
11. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power, or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power, or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
12. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
13. **INDEMNITY.** Contractor shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Contractor, its agents, and employees.
14. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all

performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

15. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor: Pavement Technology, Inc.
Attention: Colin Durante
24144 Detroit Road
Westlake, Ohio 44145
Phone: 800-333-6309
E-mail: cdurante@pavetechinc.com

If to City of Ocala: Daphne M. Robinson, Esq., Contracting Officer
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8343
E-mail: notices@ocalafl.gov

Copy to: William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.gov

16. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

17. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY

HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

18. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied, and enforced in accordance with the laws of the State of Florida.
19. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
20. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
21. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
22. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
23. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
24. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
25. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
26. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.

- 27. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements, or understandings, oral, written, or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
- 28. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on _____.

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

City Council President

Printed Name

Approved as to form and legality:

PAVEMENT TECHNOLOGY, INC.

William E. Sexton, Esq.
City Attorney

By: _____
(Printed Name)

Title: _____
(Title of Authorized Signatory)

**FIRST AMENDMENT TO CONTINUING SERVICES AGREEMENT
FOR PAVEMENT MANAGEMENT**

THIS FIRST AMENDMENT is entered into this 8th day of August, 2023 between the CITY OF GAINESVILLE, a Florida municipal corporation (“City”) and PAVEMENT TECHNOLOGY, INC., an Ohio corporation registered to do business in Florida (“Contractor”). Collectively, the City and Contractor are herein referred to as the “Parties.”

WHEREAS, the Parties entered a Continuing Services Agreement for Pavement Management dated May 8, 2023; and

WHEREAS, the City wishes to extend the term of the Agreement through September 30, 2025.

NOW, THEREFORE, in consideration of the foregoing premises and the covenants contained herein, the Parties agree as follows:

- The term of the Agreement is hereby extended through September 30, 2025.
- 1. Except as modified by this First Amendment, all terms and conditions of the Agreement shall remain in full force and effect.
- 2. This First Amendment together with the Agreement, constitutes the entire contract between the Parties.

PAVEMENT TECHNOLOGY, INC.:

John Schlegel
John Schlegel (Aug 7, 2023 12:06 EDT)
John Schlegel, Vice President

Date: Aug 7, 2023

CITY OF GAINESVILLE:

Cynthia W. Curry
Cynthia W. Curry (Aug 8, 2023 08:44 EDT)
Cynthia W. Curry, City Manager

Date: Aug 8, 2023

Approved as to Form and Legality:

Katherine Mœckler
Katherine Mœckler (Aug 7, 2023 16:33 EDT)
Assistant City Attorney



City of Gainesville

Department of Financial Services
Procurement Division

March 10, 2023

VIA EMAIL: dcancelliere@pavetechinc.com

Debbie Cancelliere
Pavement Technology, Inc.
24144 Detroit Road
Westlake, OH 44145

RE: Award Recommendation for ITB- Pavement Management (Preservation & Surfacing)
Continuing Services
Bid #PWDA-230027-DH

Dear Ms. Cancelliere:

Thank you for your proposal on the above-referenced project. We appreciate your time and effort in preparing the proposal that you submitted. For your information, staff is recommending intended award as follows:

Asphalt Paving Systems, Inc.	Part 2, 6, 7, 9, 11
Pavement Technology	Part 8
Preferred Materials	Part 5
Whitehurst & Sons	Part 4, 5
Watson Construction	Part 1, 2, 3, 4, 10, 11

Services will be requested on the basis of lowest price then scheduling availability.

This recommendation is currently scheduled to be presented to the City Commission for their approval on March 6, 2023. The five-day bid protest period ends on March 17, 2023 (posting period is 3/10/23 – 3/17/2023).

Pursuant to the City’s Financial Services Procedures Manual Section 41-524, the cone of silence period is in effect until the contract is awarded (City Commission approval). “Violation of this provision shall result in disqualification...”

If you have any questions, please do not hesitate to contact me at 352-393-8759. We look forward to working with you.

Sincerely,

Diane Holder

Diane Holder
Procurement Specialist 3

PO Box 490 • Station 32 • Gainesville, Florida 32627-0490

Exhibit A - Gainesville Agreement CONTRACT# CIP/250042
CONTINUING SERVICES AGREEMENT FOR PAVEMENT MANAGEMENT

THIS AGREEMENT is entered into this day 8th of May, 2023, between PAVEMENT TECHNOLOGY, INC., an Ohio corporation registered to do business in Florida (“Contractor”) and CITY OF GAINESVILLE, a Florida municipal corporation (“City”). Collectively, the City and Contractor are hereinafter referred to as the “Parties.”

WITNESSETH:

In consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

1 **THE WORK.** The Contractor shall furnish all labor, material, equipment, and services covered by all documents attached as exhibits and incorporated by reference in this Agreement, hereinafter collectively referred to as “Contract Documents”, which shall include all necessary work and all work incidental thereto (the “Work”). All Work shall be performed and completed in accordance with the Contract Documents. The Contract Documents are made part of this Agreement as set forth herein. Receipt of the Contract Documents are herein acknowledged by the Contractor.

2 **TERM AND PRICING .**

2.1. **Term.** The Agreement is effective upon execution by both Parties and shall continue through September 30, 2023 unless earlier terminated as provided herein. The Parties may renew this Agreement for two (2) additional (2) year periods at the same terms and conditions outlined herein.

2.1.1. The City’s performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the City Commission. The Parties hereto understand that this Agreement is not a commitment of future appropriations. Therefore, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes, and that the failure of the City Commission to do so shall not constitute a breach or default of this Supplemental Agreement.

2.2. **Pricing.** The Contractor shall be paid a sum not to exceed \$4,000,000.00 per fiscal year. The City shall pay the Contractor in accordance with the pricing, as adjusted as provided herein, contained in

Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City.

49 **NO THIRD PARTY BENEFICIARIES.** Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

PAVEMENT TECHNOLOGY, INC.

CITY OF GAINESVILLE



Print Name: John Schlegel
Title: Vice President
Date: 5-1-23


Cynthia Curry (May 8, 2023 10:49 EDT)

Cynthia W. Curry, City Manager
Date: May 8, 2023

Approved as to Form and Legality


David C. Schwartz (May 2, 2023 17:15 EDT)

Assistant City Attorney

EXHIBIT 1: FEE SCHEDULE

Asphalt Rejuvenation

Asphalt Rejuvenation - Spec. 335-4	Unit	10,000 – 25,000	25,001 – 50,000	50,001 – 100,000	100,001 – 250,000	Over 250,000
Mobilization	Lump Sum	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00
After-Hours Mark-up	Percentage	20	20	20	20	20
Asphalt Rejuvenation	Square Yards	1.50	1.28	1.25	1.18	1.18
Asphalt Rejuvenation with TiO₂	Square Yards	3.00	2.80	2.65	2.50	2.45

- m) Contractor’s authorized signature
- n) QC aggregate properties (if required)
- o) Asphalt emulsion bill of lading(s)

335-2.11 Acceptance.

Allow the Engineer access to in-progress work for quality assurance review and testing. Upon completion of work, schedule an inspection with the City. The City will note deficiencies. Any deficiencies identified during this process will be addressed by the Contractor at no additional cost.

335-2.12 Basis of Payment.

335-2.12.1 General: The micro surfacing shall be paid unit price per square yard, completed and accepted. Such price and payment shall be full compensation for performing all work included in this section, and shall include the cost of all materials, including the cost of the emulsified asphalt and aggregate. Crack sealing, if required, shall be paid for under the appropriate pay item.

335-3 Cape Seal

335-3.1 Description and Payment.

Construct a cape seal application by placing a chip seal application in accordance with 335-1 or rejuvenating scrub seal in accordance with 335-5 followed by a micro surface application in accordance with 335-2. Payment will be made in accordance with the separate chip seal or rejuvenating scrub seal and micro-surfacing applications as outlined in the Work Order.

335-4 Asphalt Rejuvenation

335-4.1 Description.

The work specified in this section shall consist of furnishing all labor, material, and equipment necessary to perform all operations for the application of an asphalt rejuvenating agent with or without titanium dioxide to asphaltic concrete surface courses.

The rejuvenation of surface courses shall be by spray application of a maltene based cationic rejuvenating agent composed of petroleum oils and resins emulsified with water.

335-4.2 Materials.

The asphalt rejuvenating agent shall be an emulsion composed of a petroleum resin oil base uniformly emulsified with water. The contractor shall submit a certified statement from the asphalt rejuvenator manufacturer showing that the asphalt rejuvenating emulsion conforms to the required physical and chemical requirements shown in Table 335-13. Asphalt rejuvenating agent with titanium dioxide shall have a minimum of 2.0% TiO₂.

Table 335-13 Asphalt Rejuvenation Requirements				
Property	Test Methods		Requirements	
	ASTM	AASHTO	Min	Max
Tests on Emulsion:				
Viscosity @ 25°C, SFS	D-244	T-59	15	40
Residue, % W ¹	D-244(Mod.)	T-59(Mod)	60	65
Miscibility Test ²	D-244(Mod.)	T-59(Mod)	No Coagulation	
Sieve Test, %W ³	D-244(Mod.)	T-59(Mod)		0.1
Particle Charge Test	D-244	T-59	Positive	
Percent Light Transmittance ⁴	-	-		30
Tests on Residue from Distillation:				
Flash Point, COC, °C	D-92	T-48	196	
Viscosity @ 60°C, cSt	D-445	-	100	200
Asphaltenes, %w	D-2006-70	-		1.00
Maltene Dist. Ratio ⁵	D-2006-70	-	0.3	0.6
PC/S Ratio ⁵	D-2006-70	-	0.5	
Saturated Hydrocarbons, S ⁵	D-2006-70	-	21	28

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

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

³ Test procedure identical with ASTM D-244 except that distilled water shall be used in place of two percent sodium oleate solution.

⁴ Procedure for Determining Percent Light Transmittance on Asphalt Rejuvenating Agent:

1. Scope: This procedure covers the determination of percent light transmittance of the asphalt rejuvenating agent.
2. Apparatus:
 - a. Container may be glass, plastic or metal having a capacity of 6,000 ml.
 - b. Graduated cylinder, 1,000 ml, or greater
 - c. Light transmittance measuring apparatus, such as Bausch and Lomb or Lumberton spectrophotometer
 - d. Graduated pipette having 1 ml capacity to 0.01 ml accuracy
 - e. Suction bulb for use with pipette
 - f. Test tubes compatible with spectrophotometer, 3/4" X 6, Bausch and Lomb, Catalog No. 33-17- 81, (B&L)
3. Calibration of spectrophotometer; calibrate as follows:
 - a. Set wavelength at 580 mu,
 - b. Allow spectrophotometer to warm-up thirty minutes,
 - c. Zero percent light transmittance (%LT) scale,
 - d. Rinse test tube three times with tap water and fill to top of circle marking on B&L test tube or approximately 2/3 full,
 - e. Place tube in spectrophotometer and set %LT scale at 100, and
 - f. Repeat steps c. and e. two times or until no further adjustments are necessary.
4. Procedure:
 - a. Shake, stir or otherwise thoroughly mix emulsion to be tested. Place sample of emulsion in beaker and allow to stand one minute.
 - b. Place 2,000 ml tap water in container.
 - c. Suck 1.00 ml emulsion into pipette using suction bulb. Wipe off outside of pipette.
 - d. Using suction bulb, blow emulsion into container.
 - e. Rinse pipette by sucking in diluted emulsion solution and blowing out.
 - f. Clean pipette with soap or solvent and water. Rinse with acetone.
 - g. Stir diluted emulsion thoroughly.
 - h. Rinse out tube to be used with the diluted emulsion three times and fill to top of circle.
 - i. Calibrate spectrophotometer.
 - j. Place diluted emulsion sample tube in spectrophotometer, cover and read %LT to nearest tenth.
 - k. Repeat steps i. and j. until three identical consecutive readings are achieved.
 - l. The elapsed time between addition of emulsion to dilution of water and final %LT reading should not exceed 5 minutes.

⁵ Chemical Composition by ASTM Method D-2006-70:

$$\frac{PC + A_1}{S + A_2}$$

PC = Polar Compounds, A₁ – First Acidaffins, A₂ = Second Acidaffins, S = Saturated Hydrocarbons

The rejuvenating agent shall have a record of satisfactory service as an asphalt rejuvenating agent and in depth sealer. Satisfactory service shall be based on the capability of the material to decrease the viscosity of the asphalt binder and provide an in-depth seal. The contractor shall submit a manufacturer's certification that the material proposed for use is in compliance with the specification requirements. The contractor shall submit previous use documentation and test data conclusively demonstrating that; the rejuvenating agent has been used successfully and that the asphalt rejuvenating agent has been proven to perform, as heretofore required, through field testing as to the required change in asphalt binder viscosity. Testing data shall be submitted indicating such product performance on a sufficient number of projects to insure product consistency and reasonable life expectancy.

335-4.3 Material Performance.

335-4.3.1 Maltene Replacement: The asphalt rejuvenating agent shall have the capability to penetrate the asphalt pavement surface. The asphalt rejuvenating agent shall be absorbed and incorporated into the asphalt binder. Verification that said incorporation of the asphalt rejuvenating agent into the asphalt binder has been effected shall be by analysis of the chemical properties the asphalt binder. The viscosity shall be reduced by a minimum of 25% for a pavement two years or less in age, and reduced by a minimum of 40% for a pavement greater than two years in age as determined by dynamic shear rheometer (DSR) method for asphalt testing in

accordance with AASHTO T315- 05. This analysis shall apply to extracted asphalt binder, taken from cores extracted fifteen to thirty days following application, in the upper 3/8 inch of pavement. In addition, the treated areas shall be sealed in-depth to the intrusion of air and water. The City will require that untreated and treated core samples, a minimum of six inches in diameter, be removed by the Contractor at locations indicated by the City. The treated core sample shall be taken in the same lane in close proximity to each untreated sample. A minimum of one untreated and treated core sample shall be taken for each pavement group or one per 50,000 square yards of treated pavement in each pavement group.

335-4.3.2 Photocatalytic Properties (required for rejuvenator with titanium dioxide only)

335-4.3.2.1 Titanium Dioxide Penetration Test: The TiO₂ Enhanced Asphalt Rejuvenating Agent shall have a non-destructive analytical procedure applied to determine the percent of Titanium Dioxide nanoparticles present in each two-millimeter (2mm) layer of the field core sample matrix for a minimum depth of six millimeters (6mm) from the top of the treated sample core. The method of measurement shall be by fluorescent X-ray emitted from the surface when excited by a principal X-ray source that is exceptional for the given element. A hand-held XRF analyzer may be accepted for this testing. The minimum required concentration of Titanium Dioxide nanoparticles per each two-millimeter (2mm) section up to the minimum depth (6mm) shall be 2000 parts per million.

335-4.3.2.2 NO₂ Reduction: The TiO₂ Enhanced Asphalt Rejuvenating Agent shall be verified for the effectiveness of the air pollution remediation of the Titanium Dioxide nano-particle portion of by laboratory analysis of core samples extracted from the treated pavement as directed and required by the City. The cores shall be a minimum of four inches (4") in diameter and in pairs at each location directed by the City. The cores shall be tested by an accredited laboratory or university with the equipment and capability to perform the following test procedures. A photo reactor test chamber shall be employed that allow for the evaluation of the efficient photocatalytic reduction of introduced NO_x gas of a known and controlled concentration within the chambers volume. The chamber light source shall be a UV lamp having a wavelength of 375 nanometers. The interior chamber environment shall be at 77°F with a constant humidity of 55% ±5%. The test total duration shall be five hours. The analysis test system shall be based on a Japanese Industrial Standard (JIS) TR Z0018 "Photocatalytic Materials-Air purification test procedure". NO removal efficiency shall be measured using a Model 42i Chemiluminescence NO-NO₂-NO_x Analyzer (Thermo Fisher Scientific Inc.). The minimum NO reduction following the heretofore outlined test procedure evaluating field core samples shall average 25% for all cores tested.

335-4.4 Equipment.

335-4.4.1 Distributor: The distributor for spreading the emulsion shall be self-propelled, and shall have pneumatic tires. The distributor shall be designed and equipped to distribute the asphalt rejuvenating agent uniformly on variable widths of surface at readily determined and controlled rates from 0.04 to 0.5 gallons per square yard of surface, and with an allowable variation from any specified rate not to exceed 5% of the specified rate. Distributor equipment shall include full circulation spray bars, pump tachometer, volume measuring device and a hand hose attachment suitable for application of the emulsion manually to cover areas inaccessible to the distributor. The distributor shall be equipped to circulate and agitate the emulsion within the tank. The rate of application shall be controlled by an onboard computer control system designed to uniformly and consistently control the selected application rate in gallons per square yard regardless of the forward speed of the distributor truck. A check of distributor equipment as well as application rate accuracy and uniformity of distribution shall be made when directed by the City.

335-4.4.2 Sand Truck. The truck used for sanding shall be equipped with a spreader that allows the sand to be uniformly distributed onto the pavement. The spreader shall be able to apply 1/2 pound to 3 pounds of sand per square yard in a single pass. The spreader shall be adjustable so as not to broadcast sand onto driveways or to lawns. The sand to be used shall be manufactured sand free flowing, without any leaves, dirt, stones, etc. Any wet sand shall be rejected from the job site. Any equipment that is not maintained in full working order, or is proven inadequate to obtain the results prescribed, shall be repaired or replaced at the direction of the City.

335-4.4.3 Calibration.

335-4.4.3.1 Distributor: Prior to construction, calibrate the distributor in accordance with ASTM D2995-99 in the presence of the City. The distributor shall be moving forward at the proper application speed at the time the spray bar is opened. If at any time a nozzle becomes clogged or not spraying a proper pattern, the operation shall be immediately halted until repairs are made.

335-4.4.3.2 Sand Truck. Prior to construction, calibrate the spreader in accordance with ASTM D5624-02, in the presence of the City. The allowable deviation in the amount of manufactured sand

spread on each of the rubber mats shall not exceed plus or minus 1 pound per square yard in the transverse direction, or plus or minus 1 pound per square yard in the longitudinal direction, from the design application rate.

335-4.5 Construction.

335-4.5.1 Layout: : The Contractor will be responsible for the lay out of the roadway and project planning and sequencing to meet traffic control requirements prior to paving.

335-4.5.2 Weather and Seasonal limitations: The asphalt-rejuvenating agent shall not be applied to a wet surface or when rain is occurring or the threat of rain is present immediately before placement. The surface treatment shall not be applied when the temperature is less than 40° in the shade. When applying emulsions, the temperature of the surface shall be a minimum of 59°F, and no more than 140°F. If unexpected rain occurs prior to material penetration and sanding, the agent shall be reapplied at no cost to the county. Further, the contractor's traffic control and project monitoring shall continue until the application has penetrated, area has been sanded and the resultant surface is not slippery or dangerous to vehicular travel.

335-4.5.3 Preparation of Surface: The contractor will be responsible for blowing or sweeping the road immediately ahead of the application operation to make sure the road is free of standing water, dirt, loose aggregate and other debris. The surface shall be clean and dry prior to the application.

335-4.5.4 Application of asphalt rejuvenating emulsion: The asphalt-rejuvenating agent shall be applied by a distributor truck at the temperature recommended by the manufacturer and at the pressure required for the proper distribution. The emulsion shall be so applied that uniform distribution is obtained at all points of the areas to be treated. Distribution shall be commenced with a running start to insure full rate of spread over the entire area to be treated. Areas inadvertently missed shall receive additional treatment as may be required by hand sprayer application.

335-4.5.4.1 Material Placement: Application of asphalt rejuvenating agent shall be on one-half width of the pavement at a time. When the second half of the surface is treated, the distributor nozzle nearest the center of the road shall overlap the previous application by at least one-half the width of the nozzle spray. In any event the centerline construction joint of the pavement shall be treated in both application passes of the distributor truck. Before spreading, the asphalt rejuvenating agent shall be blended with water at the rate of two parts rejuvenating agent to one part water, by volume or as specified by the manufacturer. The combined mixture of asphalt rejuvenating agent and water shall be spread at the rate of 0.04 to 0.10 gallons per square yard, or as approved by the Engineer following field testing. Where more than one application is to be made, succeeding applications shall be made as soon as penetration of the preceding application has been completed and the Engineer grants approval for additional applications. Grades or super elevations of surfaces that may cause excessive runoff, in the opinion of the Engineer, shall have the required amounts applied in two or more applications as directed. After the street has been treated, the area within one foot of the curb line on both sides of the road, when directed shall receive an additional uniformly applied treatment of the asphalt rejuvenating emulsion as directed by the engineer. The Contractor shall furnish a quality inspection report showing the source, manufacturer, and the date shipped, for each load of asphalt rejuvenating agent. When directed by the Engineer, the Contractor shall take representative samples of material for testing.

335-4.5.4.2 Material Placement: Test Strip for Application Rate: Prior to start of the project, the contractor shall perform test strip applications as directed by the engineer. Test strips shall be performed for each pavement group of similar age and type within the project area. The test strips shall be applied at a minimum width of 6 feet and for a length of 50 feet. A total of three test strips shall be applied at application rates of 0.04, 0.08 and 0.10 gallons per square yard, respectively. The time, in minutes, for essentially complete absorption of the asphalt rejuvenating emulsion shall be recorded for each test strip. The optimal rate to be used in a given area shall be that rate essentially absorbed within 30 minutes. In the event that all three of the standard test rates are absorbed completely within the 30 minute timeframe, then the Contractor and the Engineer shall agree on a fourth test strip application rate. Upon completion of the test strips for each pavement group, the Engineer will determine the final application rate to be applied to each pavement group.

335-4.5.4.3 Sanding/Blotting: After the rejuvenating emulsion has penetrated, and when recommended by the Contractor and approved by the Engineer, a coating of dry manufacture sand shall be applied to the surface in sufficient amount to protect the traveling public as required. All manufactured sand used during the treatment must be removed no later than 24 hours after treatment of a roadway. This shall be accomplished by a combination of hand and mechanical sweeping. All turnouts, cul-de-sacs, etc. must be cleaned of any material to the satisfaction of the Engineer. Street sweeping will be included in the price bid per square yard for asphalt rejuvenating emulsion. If, after

manufactured sand is swept and in the opinion of the Engineer a hazardous condition exists on the roadway, the contractor must apply additional manufactured sand and sweep same no later than 24 hours following reapplication. No additional compensation will be allowed for reapplication and removal of materials.

335-4.5.4.4 Handling of Asphalt Rejuvenating Agent: Contents in tank cars or storage tanks shall be circulated at least 45 minutes before withdrawing any material for application. When loading the distributor, the asphalt rejuvenating agent concentrate shall be loaded first and then the required amount of water shall be added. The water shall be added into the distributor with enough force to cause agitation and thorough mixing of the two materials. To prevent foaming, the discharge end of the water hose or pipe shall be kept below the surface of the material in the distributor that shall be used as a spreader. The distributor truck will be cleaned of all of its asphalt materials, and washed out to the extent that no discoloration of the emulsion may be perceptible. Cleanliness of the spreading equipment shall be subject to the approval and satisfaction of the Engineer.

335-4.5.4.5 Street Sweeping: The Contractor shall be responsible for sweeping and cleaning of the streets after treatment. All sand used during the treatment must be removed no later than 48 hours after treatment of the street. This shall be accomplished by a combination of hand and mechanical sweeping. All turnouts, cul-de-sacs, etc. must be cleaned of any material to the satisfaction of the Engineer. If, after sand is swept and in the opinion of the Engineer a hazardous condition exists on the roadway, the contractor must apply additional sand and sweep same no later than 24 hours following reapplication. No additional compensation will be allowed for reapplication and removal of sand.

335-4.6 Method of Measurement Basis of Payment.

Asphalt rejuvenation shall be paid unit price per square yard, completed and accepted. Such price and payment shall be full compensation for performing all work included in this section, and shall include the cost of all materials, equipment, labor and testing.

335-5 Rejuvenating Scrub Seal

335-5.1 Description

This work shall consist of furnishing all labor, equipment, material, supplies, and other incidentals necessary to provide an application rejuvenating scrub seal emulsion drag broom and cover coat aggregate as defined below. Meet the applicable requirements for plants, equipment, and construction requirements as defined below. Use asphalt emulsion and stone that meet the requirements of this specification.

335-5.2 Materials

335-5.2.1 Liquid bituminous material for surface treatment: Use CMS-IPC liquid bituminous material conforming to the requirements in Table 335-14. Contractor may substitute an alternative rejuvenating polymer bituminous material if approved, in advance, by the Engineer.

Table 335-14 Rejuvenating Scrub Seal			
Material Designation - Cationic Asphalt Emulsion			
Emulsion Properties	Test	Min	Max
Viscosity, Saybolt Furol, 77° F (25° C), SFS	T59	50	350
Storage Stability Test, 24-h, %	T59		1
Oil Distillate, %	T59		0.5
Sieve Test, %	T59		0.1
Residue by Distillation ¹ @ 350°F, %	T59	60	
Residue Properties from Distillation:	T59		
Penetration, 4°C (39.2°F), 200 g., 60 sec	T49	30	
Residue Properties from Low Temp Evaporation:	PP72-11, Procedure B		
MSCR @ 52°C, J _{nr} @ 3.2kPa	ASTM D7405		4.0
Polymer Properties:			
Swelling in rejuvenating agent, % max weight increase: 48 hours	ASTM D471 Mod ²		40%
Tensile Strength, PSI	ASTM D412A Mod ³	800	

Pavement Technology, Inc.

24144 Detroit Rd.
Westlake, Ohio 44145

Phone: 800-333-6309 440-892-1895
Fax: 440-892-0953

June 5, 2024

Mr. Paul Constable
Project Manager
City of Ocala
2100 N.E. 30th Ave Building 700
Ocala, FL 34470

RE: Award Recommendation for ITB-Pavement Management (Preservation & Surfacing)
Continuing Services Bid #PWDA-230027-DH

Dear Mr. Constable:

We are pleased to offer our proposal to apply Reclamite® Asphalt Rejuvenator to streets located in the City of Ocala, Florida.

Enclosed find verification of our contract with The City of Gainesville, Florida for the application of Reclamite® Asphalt Rejuvenating Agent. Pavement Technology, Inc. can offer to The City of Ocala, the contract price of \$1.18 per square yard plus mobilization from May 8, 2023 to September 30, 2025 as per the attached documents.

We look forward to the opportunity to be of service to you and The City of Ocala.

Sincerely,

Colin Durante

Colin Durante
President
cdurante@pavetechinc.com

Enclosures
cc: Chris Evers
John J. Schlegel