

RESOLUTION NO. 2024- 385

A RESOLUTION ACCEPTING THE PROPOSAL OF AJAX PAVING INDUSTRIES OF FLORIDA LLC PERTAINING TO CONTRACT 21-C-00022 E/W GREEN SPINE CYCLE TRACK - PH 3B FROM 7TH AVE TO 13TH AVE AND E/W GREEN SPINE CYCLE TRACK - PH 3C FROM 13TH AVE TO 21ST AVE - REBID, IN THE AMOUNT OF \$4,439,734.42; AUTHORIZING THE EXECUTION OF THE CONTRACT BY THE MAYOR OF THE CITY OF TAMPA; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on December 7, 2023, the City of Tampa ("City") received bids, tabulation of such bids being hereto attached for informational purposes, for the construction of 21-C-00022 E/W Green Spine Cycle Track - PH 3B from 7th Ave to 13th Ave and E/W Green Spine Cycle Track - PH 3C from 13th Ave to 21st Ave - ReBid project, and recommends to City Council of the City of Tampa ("City Council") that the proposal of Ajax Paving Industries of Florida LLC be accepted, funds therefore being available in the appropriate account; and

WHEREAS, City of Tampa Code Section 4-3(a)(1) requires that funding for the Public Art program come from one (1) percent of the construction cost of a municipal building project as bid, contracted and accepted by the City; and

WHEREAS, the Public Art Program determined that the proposed work required in the Contract 21-C-00022 E/W Green Spine Cycle Track - PH 3B from 7th Ave to 13th Ave and E/W Green Spine Cycle Track - PH 3C from 13th Ave to 21st Ave - ReBid is not subject to City of Tampa Code Section 4-3(a)(1) as the work does not involve the construction of a municipal building project.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL
OF THE CITY OF TAMPA, FLORIDA, THAT:

Section 1. The proposal of Ajax Paving Industries of Florida LLC ("Contractor") in the total amount of \$4,439,734.42 for construction of the 21-C-00022 E/W Green Spine Cycle Track - PH 3B from 7th Ave to 13th Ave and E/W Green Spine Cycle Track - PH 3C from 13th Ave to 21st Ave – ReBid project ("Project"), in accordance with plans, specifications and other related contract documents prepared by the Contract Administration Department, is hereby approved and accepted; and the Tampa Agreement ("Contract") attached hereto in its entirety or in substantially similar form is hereby approved and awarded to the said Contractor.

Section 2. This Resolution, which is not part of the contract documents, authorizes the Mayor to execute and the City Clerk to attest and affix the official seal of the City of Tampa to the Contract for and on behalf of the City of Tampa.

Section 3. Plans, specifications and contract documents for the construction of said Project, which documents are now on file in the office of the Contract Administration Department of the City of Tampa, are hereby approved in their entirety or in substantially similar form.

Section 4. The Director of the Contract Administration Department is hereby authorized to issue, in written form only, work directive changes authorizing additions, deletions or revisions resulting from unforeseen conditions or emergencies, said directives to be incorporated in subsequently issued change orders approved by the City Council.

PW24-4844

Section 5. Any and all technical errors, informalities and irregularities in the proposal of the Contractor are hereby waived.

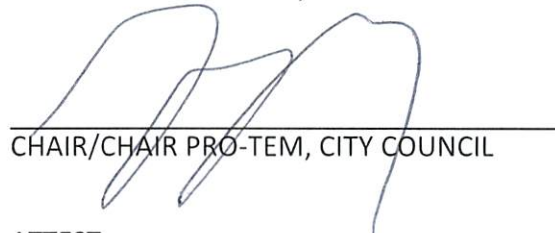
Section 6. The bid security of the bidders shall be returned in accordance with the provisions of the contract documents for this Project.

Section 7. This resolution accepts the proposal of AJAX Paving Industries of Florida LLC in the amount of \$4,439,734.42 for Green Spine Cycle Track - PH 3B From 7th Ave to 13th Ave and Green Spine Cycle Track - PH 3C From 13th Ave To 21st Ave for use by the Mobility Department within Transportation Grants Capital Projects and Local Option Gas Tax Capital project Funds.

Section 8. The City Clerk shall file a fully executed copy of the Contract in the official records of the City of Tampa as maintained by the Office of the City Clerk.

Section 9. Other proper officers of the City of Tampa are authorized to do all things necessary and proper in order to carry out and make effective the provisions of this Resolution, which shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA ON
MAY 02 2024.



CHAIR/CHAIR PRO-TEM, CITY COUNCIL

APPROVED AS BY FORM:

Justin R. Vaske e/s
Justin R. Vaske, Sr. Assistant City Attorney

ATTEST:



CITY CLERK/DEPUTY CITY CLERK

Contract 21-C-00022

E/W Green Spine Cycle Track - PH 3B from 7th Ave to 13th Ave and E/W Green Spine Cycle Track - PH 3C from 13th Ave to 21st Ave - ReBid

AGREEMENT

For furnishing all labor, materials, and equipment, together with all work incidental thereto, necessary and required for the performance of the work for the construction of E/W Green Spine Cycle Track - PH 3B from 7th Ave to 13th Ave and E/W Green Spine Cycle Track - PH 3C from 13th Ave to 21st Ave - ReBid in accordance with your Proposal dated December 7, 2023, for the total amount of \$4,439,734.42 as computed in accordance with subsections I-2.09 and I-2.10 of the Instructions to Bidders.

This AGREEMENT, made and entered into in triplicate, between the City of Tampa, Florida, hereinafter called the CITY, and Ajax Paving Industries of Florida LLC hereinafter called the Contractor, as of the _____ day of _____, 20__ when the City Council of the City of Tampa, Florida adopted a Resolution authorizing, among other things, the Mayor's execution of this Agreement.

WITNESSETH that, in consideration of the mutual stipulations, agreements, and covenants herein to be kept, paid, and performed, the parties hereto agree for themselves, their successors and assigns, as follows:

Contract 21-C-00022; E/W Green Spine Cycle Track - PH 3B from 7th Ave to 13th Ave and E/W Green Spine Cycle Track - PH 3C from 13th Ave to 21st Ave - ReBid, shall include, but not be limited to, maintenance of traffic, roadway, signing and pavement markings, signalization, utilities adjustments/relocations, landscape, hardscape, possible contamination remediation with all associated work required for a complete project in accordance with the Contract Documents.

Contract Documents referred to in Article 1.01 of this Agreement also includes this volume, applicable standard drawings, the plans and any provisions referred to whether actually attached or not.

TAMPA AGREEMENT

SECTION 1

GENERAL ARTICLE 1.01 THE CONTRACT

Except for titles, subtitles, headings, running headlines, and tables of contents (all of which are printed herein merely for convenience), the following, except for such portions thereof as may be specifically excluded, constitute the Contract:

The Notice to Bidders;
The Instructions to Bidders, including Special Instructions and General Instructions;
The Proposal;
The Bid Bond;
The Certification of Nonsegregated Facilities;
The Notice of Award;
The Agreement;
The Performance Bond;
The Notice To Proceed;
The Specifications, including the General Provisions, the Workmanship and Materials, the Specific Provisions or the Contract Items
The Plans;
All Supplementary Drawings Issued after award of the Contract;
All Addenda issued by the City prior to the receipt of proposals;
All provisions required by law to be inserted in this Contract, whether actually inserted or not.

ARTICLE 1.02 DEFINITIONS

The following words and terms, or pronouns used in their stead, shall, wherever they appear in this Contract, be construed as follows, unless different meaning is clear from the context:

(a)"City" shall mean the City of Tampa, Florida, represented by its Mayor and City Council, Party of the First Part, or such other City official as shall be duly empowered to act for the City on matters relating to this Contract.
(b)"Contractor" shall mean the Party of the Second Part hereto, whether corporation, firm or individual, or any combination thereof, and its, their, or his successors, personal representatives, executors, administrators, and assigns, and any person, firm or corporation who or which shall at any time be substituted in the place of the Party of the Second Part under this Contract.
(c)"Engineer" shall mean the Director of the Department or his duly authorized representative.
(d)"Consultant" shall mean the engineering or architectural firm or individual employed by the City to consult with and advise the City in the construction of the project.
(e)"Surety" shall mean any person, firm or corporation that has executed as Surety the Contractor's Performance Bond securing the performance of this Contract.
(f)"The Work" shall mean everything expressly or implied required to be furnished and done by the Contractor under the Contract, and shall include both Contract Work and Extra Work.

(g)"Contract Work" shall mean everything expressly or implied required to be furnished and done by the Contractor by any one or more of the Contract parts referred to in Article 1.01 hereof, except Extra Work, as hereinafter defined; it being understood that, in case of any inconsistency in or between any part or parts of this Contract, the Engineer shall determine which shall prevail.

(h)"Contract" or "Contract Documents" shall mean each of the various part of the Contract referred to in Article 1.01 hereof, both as a whole and severally.

(i)"Extra Work" shall mean work other than that required either expressly or implied by the contract in its present form.

(j)"Plans" shall mean only those drawings specifically referred to as such in these documents, or in any Addendum. Drawings issued after the execution of the Contract to explain further, or to illustrate, or to show changes in the work, will be known as "Supplementary Drawings" and shall be binding upon the Contractor with the same force as the Plans.

(k)"Specifications" shall mean all of the directions, requirements, and standards of performance applying to the work, as hereinafter detailed and designated as such, or which may be issued in an addendum.

(l)"Addendum or Addenda" shall mean the additional contract provisions issued in writing prior to the receipt of bids.

(m)"Notice" shall mean written notice. Notice shall be served upon the Contractor, either personally or by leaving the said notice at his residence or with any employee found on the work, or addressed to the Contractor at the residence or place of business given in his proposal and deposited in a postpaid wrapper in any post office box regularly maintained by the United States Post Office.

(n)"Project" shall mean the entire improvement package or related work. The "project" may consist of several different, but related, contracts.

(o)"Site" shall mean, and be limited to, the area upon or in which the Contractor's operations are carried on and such other appropriate areas as may be designed as such by the Engineer.

(p)"Subcontractor" shall mean any person, firm, or corporation, other than employees of the Contractor, who or which contracts with the Contractor to furnish, or actually furnishes labor, or labor and materials, or labor and equipment or labor, materials, and equipment at the site.

(q)Whenever in the Contract the words "directed", "required", "permitted", "ordered", "designated", "prescribed", and words of like import are used, they shall imply the direction, requirement, permission, order, designation, or prescription of the Engineer; and "approved", "acceptable", "satisfactory", "in the judgement of", and words of like import shall mean approved by, or acceptable to, or satisfactory to, or in the judgment of the Engineer.
(r)Whenever in the Contract the word "day" is used, it shall mean calendar day.

(s)"Final Acceptance" shall mean acceptance of the work as evidenced by an official resolution of the City. Such acceptance shall be deemed to have taken place only if and when an approving resolution has been adopted by the City

Council. The final acceptance shall be signed only after the City has assured itself by tests, inspection, or otherwise, that all of the provisions of the Contract have been carried out to its satisfaction.

(1)"Eastern Standard Time" shall be construed as the time being observed in the City on the day proposals are received or other documents issued or signed.

SECTION 2

POWERS OF THE CITY'S REPRESENTATIVES

ARTICLE 2.01 THE ENGINEER

It is covenanted and agreed that the Engineer, in addition to those matters elsewhere herein expressly made subject to his determination, direction, or approval, shall have the power, subject to such express provisions and limitations herein contained as are not in conflict herewith, and subject to review by the Mayor and City Council: (a)To monitor the performance of the work.

(b)To determine the amount, kind, quality, sequence, and location of the work to be paid for hereunder and, when completed, to measure such work for payment.

(c)To determine all questions of an engineering character in relation to the work, to interpret the Plans, Specifications and Addenda.

(d)To determine how the work of this Contract shall be coordinated with the work of other contractors engaged simultaneously on this project.

(e)To make minor changes in the work as he deems necessary, provided such changes do not result in a net increase in the cost to the City or to the Contractor of the work to be done under the Contract.

(f)To amplify the Plans, add explanatory information and furnish additional Specifications and Drawings consistent with the intent of the Contract Documents.

The power of the Engineer shall not be limited to the foregoing enumeration, for it is the intent of this Contract that all of the work shall be subject to his determinations and approval, except where the determination or approval of someone other than the Engineer is expressly called for herein and except as subject to review by the Mayor and City Council. All orders of the Engineer requiring the Contractor to perform work as Contract work shall be promptly obeyed by the Contractor.

The Engineer shall not, however, have the power to issue an extra work order, and the performance of such work on the order of the Engineer without previously obtaining written confirmation thereof from the Mayor in accordance with Article 7.02 hereof may constitute a waiver of any right to extra compensation therefor. The Contractor is warned that the Engineer has no power to change the terms and provisions of this Contract, except minor changes where such change results in no net increase in the Contract Price.

ARTICLE 2.02 DIRECTOR

The Director of the Department in addition to those matters expressly made subject to his determination, direction or

approval in his capacity as "Engineer", shall also have the power:

(a)To review any and all questions in relation to this Contract and its performance, except as herein otherwise specifically provided, and his determination upon such review shall be final and conclusive upon the Contractor. (b)With the approval of the Mayor and City Council to authorize modifications or changes in the Contract so as to require: (1) the performance of extra work, or (2) the omission of Contract work whenever he deems it in the interest of the City to do so, or both.

(c)To suspend the whole or any part of the work whenever, in his judgment, such suspension is required: (1) in the interest of the City generally, or (2) to coordinate the work of the various Contractors engaged on this project, or (3) to expedite the completion of the entire project, even though the completion of this particular Contract may be thereby delayed, without compensation to the Contractor for such suspension other than extending the time for the completion of the work, as much as it may have been, in the opinion of the City, delayed by such a suspension.

(d)If, before the final acceptance of all the work contemplated herein, it shall be deemed necessary to take over, use, occupy, or operate any part of the completed or partly completed work, the Engineer shall have the right to do so and the Contractor will not, in any way, interfere with or object to the use, occupation, or operation of such work by the City after receipt of notice in writing from the Engineer that such work or part thereof will be used by the City on and after the date specified in such notice. Such taking over, use, occupancy or operation of any part of the completed or partially completed work shall not constitute final acceptance or approval of any such part of the work.

ARTICLE 2.03 NO ESTOPPEL

The City shall not, nor shall any department, officer, agent, or employee thereof, be bound, precluded, or estopped by any determination, decision, acceptance, return, certificate, or payment made or given under or in connection with this Contract by any officer, agent or employee of the City at any time either before or after final completion and acceptance of the work and payment therefor: (a) from showing the true and correct classification, amount, quality, or character of the work done, or that any determination, decision, acceptance, return certificate or payment is untrue, incorrect or improperly made in any particular, or that the work or any part thereof does not in fact conform to the requirements of the Contract Documents, and (b) from demanding and recovering from the Contractor any overpayments made to him or such damages as it may sustain by reason his failure to comply with the requirements of the Contract of Documents, or both.

ARTICLE 2.04 NO WAIVER OF RIGHTS

Neither the inspection, nor any order, measurements or certificate of the City or its employees, officers, or agents, nor by any order of the City for payment of money, nor any money, nor payments for or acceptance of the whole or any part of the work by the City, nor any extension of time, nor any changes in the Contract, Specifications or Plans, nor any possession by the City or its employees shall operate as a

waiver of any provisions of this Contract, nor any power herein provided nor shall any waiver of any breach of this Contract be held as a waiver of any other subsequent breach.

Any remedy provided in this Contract shall be taken and construed as cumulative, namely, in addition to each and every other suit, action, or legal proceeding. The City shall be entitled as of right to an injunction against any breach of the provisions of this Contract.

SECTION 3
PERFORMANCE OF WORK ARTICLE 3.01
CONTRACTOR'S RESPONSIBILITY

The Contractor shall do all the work and furnish, at his own cost and expense, all labor, materials, equipment, and other facilities, except as herein otherwise provided, as may be necessary and proper for performing and completing the work under this Contract. The Contractor shall be responsible for the entire work until completed and finally accepted by the City.

The work shall be performed in accordance with the true intent and meaning of the Contract Documents. Unless otherwise expressly provided, the work must be performed in accordance with the best modern practice, with materials as specified and workmanship of the highest quality, all as determined by and entirely to the satisfaction of the Engineer.

Unless otherwise expressly provided, the means and methods of construction shall be such as the Contractor may choose, subject, however, to the approval of the Engineer. Only adequate and safe procedure, methods, structures and equipment shall be used. The Engineer's approval or the Engineer's failure to exercise his right thereon shall not relieve the Contractor of obligations to accomplish the result intended by the Contract, nor shall such create a cause of action for damages.

ARTICLE 3.02 COMPLIANCE WITH LAWS

The Contractor must comply with all local, State and Federal laws, rules, ordinances and regulations applicable to this Contract and to the work done hereunder, and must obtain, at his own expense, all permits, licenses or other authorization necessary for the prosecution of the work.

No work shall be performed under this Contract on Sundays, legal holidays or after regular working hours without the express permission of the Engineer. Where such permission is granted, the Engineer may require that such work be performed without additional expense to the City.

ARTICLE 3.03 INSPECTION

During the progress of the work and up to the date of final acceptance, the Contractor shall, at all times, afford the representatives of the City, the Florida Department of Environmental Regulation, and if applicable, the Federal Environmental Protection Agency and the Federal Department of Labor every reasonable, safe and proper

facility for inspecting the work done or being done at the site. The inspection of any work shall not relieve the Contractor of any of his obligations to perform proper and satisfactory work as herein specified. Finished or unfinished work found not to be in strict accordance with the Contract shall be replaced as directed by the Engineer, even though such work may have been previously approved and payment made therefor.

The City shall have the right to reject materials and workmanship which are defective or require their correction. Rejected work and materials must be promptly removed from the site, which must at all times be kept in a reasonably clean and neat condition.

Failure or neglect on the part of the City to condemn or reject bad or inferior work or materials shall not be construed to imply an acceptance of such work or materials, if it becomes evident at any time prior to the final acceptance of the work by the City. Neither shall it be construed as barring the City at any subsequent time from the recovery of damages of such a sum of money as may be needed to build anew all portions of the work in which inferior work or improper materials were used, wherever found.

Should it be considered necessary or advisable by the City at any time before final acceptance of the entire work to make examinations of work already completed, by removing or tearing out all or portions of such work, the Contractor shall, on request, promptly furnish all necessary facilities, labor, and material for that purpose. If such work is found to be defective in any material respect, due to the fault of the Contractor or his subcontractors, he shall defray all expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the cost of examination and restoration of the work shall be considered an item of extra work to be paid for in accordance with the provisions of Article 7.02 hereof.

ARTICLE 3.04 PROTECTION

During performance and until final acceptance, the Contractor shall be under an absolute obligation to protect the finished and unfinished work against any damage, loss, or injury. The Contractor shall take proper precaution to protect the finished work from loss or damage, pending completion and the final acceptance of all the work included in the entire Contract, provided that such precaution shall not relieve the Contractor from any and all liability and responsibility for loss or damage to the work occurring before final acceptance by the City. Such loss or damage shall be at the risk of and borne by the Contractor, whether arising from acts or omissions of the Contractor or others. In the event of any such loss or damage, the Contractor shall forthwith repair, replace, and make good the work without extension of time therefor, except as may be otherwise provided herein.

The provisions of this Article shall not be deemed to create any new right of action in favor of third parties against the Contractor or the City.

ARTICLE 3.05 PRESERVATION OF PROPERTY

The Contractor shall preserve from damage all property along the line of the work, or which is in the vicinity of or is in anywise affected by the work, the removal or destruction of which is not called for by the Plans. This applies, but is not limited, to the public utilities, trees, lawn areas, building monuments, fences, pipe and underground structures, public streets (except natural wear and tear of streets resulting from legitimate use thereof by the Contractor), and wherever such property is damaged due to the activities of the Contractor, it shall be immediately restored to its original condition by the Contractor and at his own expense.

In case of failure on the part of the Contractor to restore such property, or make good such damage or injury, the City may, upon forty-eight (48) hour written notice, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof will be deducted from any monies due or which may become due the Contractor under this Contract. Nothing in this clause shall prevent the Contractor from receiving proper compensation for the removal, damage, or replacement of any public or private property not shown on the Plans, when this is made necessary by alteration of grade or alignment authorized by the Engineer, provided that such property has not been damaged through fault of the Contractor, his employees or agents.

ARTICLE 3.06 BOUNDARIES

The Contractor shall confine his equipment, apparatus, the storage of materials, supplies and apparatus of his workmen to the limits indicated on the plans, by law, ordinances, permits or direction of the Engineer.

ARTICLE 3.07 SAFETY AND HEALTH REGULATIONS

The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91- 596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL91-54).

ARTICLE 3.08 TAXES

All taxes of any kind and character payable on account of the work done and materials furnished under this Contract shall be paid by the Contractor and shall be deemed to have been included in his bid. The laws of the State of Florida provide that sales and use taxes are payable by the Contractor upon the tangible personal property incorporated in the work and such taxes shall be paid by the Contractor and shall be deemed to have been included in his bid.

ARTICLE 3.09 ENVIRONMENTAL CONSIDERATIONS

The Contractor, in the performance of the work under this Contract, shall comply with all Local, State and Federal laws, statutes, ordinances, rules and regulations applicable to protection of the environment; and, in the event he violates any of the provisions of same, he shall be answerable to the Local, State and Federal agencies designated by law to protect the environment. In the event the City receives, from

any of the environmental agencies, a citation which is occasioned by an act or omission of the Contractor or his subcontractor or any officers, employees or agents of either, it is understood and agreed that the Contractor shall automatically become a party-respondent under said citation; and the City immediately shall notify the Contractor and provide him with a copy of said citation.

The Contractor shall comply with the requirements of the citation and correct the offending condition(s) within the time stated in said citation and further shall be held fully responsible for all fines and/or penalties.

SECTION 4

TIME PROVISIONS ARTICLE 4.01 TIME OF START AND COMPLETION

The Contractor must commence work within thirty (30) days subsequent to the date of the receipt of the "Notice to Proceed" by the City unless otherwise provided in the Specific Provisions and Special Instructions. Time being of the essence of this Contract, the Contractor shall thereafter prosecute the work diligently, using such means and methods of construction as well as secure its full completion in accordance with the requirements of the Contract Documents no later than the date specified therefor, or on the date to which the time for completion may be extended.

The Contractor must complete the work covered by this Contract in the number of consecutive calendar days set forth in the Instructions to Bidders, unless the date of completion is extended pursuant to the provisions of Article 4.05 hereof. The period for performance shall start from the date of signing of this Agreement by the City.

The actual date of completion will be established after a final inspection as provided in Article 4.07 hereof.

ARTICLE 4.02 PROGRESS SCHEDULE

To enable the work to be laid out and prosecuted in an orderly and expeditious manner, the Contractor shall submit to the Engineer a proposed progress schedule within fifteen (15) days after the award of this Contract.

The schedule shall state the Contract starting date, time for completion and date of completion and shall show the anticipated time of starting and completion of each of the various operations to be performed under this Contract, together with all necessary and appropriate information regarding sequence and correlation of work and an estimated time required for the delivery of all materials and equipment required for the work. The proposed schedule shall be revised as directed by the Engineer until finally approved by him, and, after such approval, shall be strictly adhered to by the Contractor. The approved progress schedule may be changed only with the written permission of the Engineer.

If the Contractor shall fail to adhere to the approved progress schedule or the schedule as revised, he shall promptly adopt such other or additional means and methods of construction as will make up for the time lost, and will assure completion in accordance with the contract time.

ARTICLE 4.03 APPROVAL REQUESTS

From time to time, as the work progresses and in the sequence indicated by the approved schedule, the Contractor must submit to the Engineer a specific request, in writing, for each item of information or approval required of him by the Contract. These requests must be submitted sufficiently in advance of the date upon which the information or approval is actually required by the Contractor to allow for the time the Engineer may take to act upon such submissions or resubmissions. The Contractor shall not have any right to an extension of time on account of delays due to his failure to submit his requests for the required information or the required approval in accordance with these requirements.

ARTICLE 4.04 COORDINATION WITH OTHER CONTRACTORS

During progress of the work, other Contractors may be engaged in performing other work on this project or on other projects on the site. In that event, the Contractor shall coordinate the work to be done hereunder with the work of such other Contractors in such manner as the Engineer may direct.

ARTICLE 4.05 EXTENSION OF TIME

If such an application is made, the Contractor shall be entitled to an extension of time for delay in completion of the work should the Contractor be obstructed or delayed in the commencement, prosecution or completion of any part of said work by any act or delay of the City, or by acts or omissions of other Contractors on this project, or by a riot, insurrection, war, pestilence, acts of public authorities, fire, lightning, hurricanes, earthquakes, tornadoes, floods, extremely abnormal and excessive inclement weather as indicated by the records of the local weather bureau for a five-year period preceding the date of the Contract, or by strikes, or other causes, which causes of delay mentioned in this Article, in the opinion of the City, are entirely beyond the expectation and control of the Contractor.

The Contractor shall, however, be entitled to an extension of time for such causes only for the number of days of delay which the City may determine to be due solely to such causes and only to the extent that such occurrences actually delay the completion of the project and then only if the Contractor shall have strictly complied with all of the requirements of Articles 4.01, 4.02, 4.03 and 4.04 hereof. It is hereby understood that the determination by the Engineer as to the order and sequence of the work shall not in itself constitute a basis for extension of time.

The determination made by the City on an application for an extension of time shall be binding and conclusive on the Contractor.

Delays caused by failure of the Contractor's materialmen, manufacturers, and dealers to furnish approved working drawings, materials, fixtures, equipment, appliances, or other fittings on time or failure of subcontractors to perform their work shall not constitute a basis of extension of time.

The Contractor agrees to make no claim for damages for delay in the performance of this Contract occasioned by any act or omission to act of the City or any of its representatives or because of any injunction which may be brought against the City or its representatives and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the work as provided herein.

ARTICLE 4.06 LIQUIDATED DAMAGES

It is mutually agreed between the parties that time is the essence of this Contract and that there will be on the part of the City considerable monetary damage in the event the Contractor should fail to complete the work within the time fixed for completion in the Contract or within the time to which such completion may have been extended.

The amount per day set forth in the Instructions to Bidders is hereby agreed upon as the liquidated damages for each and every calendar day that the time consumed in completing the work under this Contract exceeds the time allowed.

This amount shall, in no event, be considered as a penalty or otherwise than as the liquidated and adjusted damages to the City because of the delay and the Contractor and his Surety agree that the stated sum per day for each such day of delay shall be deducted and retained out of the monies which may become due hereunder and if not so deductible, the Contractor and his Surety shall be liable therefor.

ARTICLE 4.07 FINAL INSPECTION

When the work has been completed in accordance with the requirements of the Contract and final cleaning up performed, a date for final inspection of the work by the Engineer shall be set by the Contractor in a written request therefor, which date shall be not less than ten (10) days after the date of such request. The work will be deemed complete as of the date so set by the Contractor if, upon such inspection, the Engineer determines that no further work remains to be done at the site.

If such inspection reveals items of work still to be performed, however, the Contractor shall promptly perform them and then request a reinspection. If, upon such inspection, the Engineer determines that the work is complete, the date of final completion shall be deemed to be the last day of such reinspection.

SECTION 5

SUBCONTRACTS AND ASSIGNMENTS ARTICLE 5.01 LIMITATIONS AND CONSENT

The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Contract or of his right, title, or interest therein, or his power to execute such Contract, or to assign any monies due or to become due thereunder to any other person, firm or corporation unless the previous written consent of the City shall first be obtained thereto and the giving of any such consent to a particular subcontract or assignment shall not dispense with the necessity of such consent to any further or other assignment.

Before making any subcontract, the Contractor must submit a written statement to the Engineer, giving the name and address of the proposed contractor, the portion of the work and materials which he is to perform and furnish and any other information tending to prove that the proposed subcontractor has the necessary facilities, skill, integrity, past experience and financial resources to perform the work in accordance with the terms and conditions of this Contract.

If the City finds that the proposed subcontractor is qualified, the Contractor will be notified in writing. The City may revoke approval of any subcontractor when such subcontractor evidences an unwillingness or inability to perform his work in strict accordance with these Contract Documents. Notice of such revocation of approval will be given in writing to the Contractor.

The Contractor will promptly, upon request, file with the City a conformed copy of the subcontract. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of these Contract Documents, insofar as applicable to the work of subcontractors, and to give the Contractor the same power as regards terminating any subcontracts that the City may exercise over the Contractor under provisions of these Contract Documents.

The Contractor shall be required to perform with his own forces at least twenty-five (25) percent of the work, unless written consent to subcontract a greater percentage of the work is first obtained from the City.

ARTICLE 5.02 RESPONSIBILITY

The approval by the City of a subcontractor shall not relieve the Contractor of any of his responsibilities, duties, and liabilities hereunder. The Contractor shall be solely responsible to the City for the acts or defaults or omissions of his subcontractor and of such subcontractor's officers, agents, and employees, each of whom shall for all purposes be deemed to be the agent or employee of the Contractor. Nothing contained in the Contract Documents shall create any contractual relationship between any subcontractor and the City.

SECTION 6 SECURITY AND GUARANTY ARTICLE 6.01 CONTRACT SECURITY

The Contractor shall execute and deliver to the City a

Performance Bond on the form as provided herein, in an amount at least equal to one hundred (100) percent of the full Contract price, such Bond to be executed by a surety company acceptable to the City. The surety on such Performance Bond shall be a surety company duly authorized to do business in the State of Florida, and the Bond shall be issued or countersigned by a local resident producing agent of such surety company who is a resident of the State of Florida, regularly commissioned and licensed in said State, and satisfactory evidence of the authority of the person or persons executing such Bond shall be submitted with the Bond. The Performance Bond shall serve as security for the faithful performance of this Contract, including maintenance and guaranty provisions, and for the payment of all persons performing labor and furnishing materials in connection with the Contract. The premiums on the Performance Bond shall be paid by the Contractor.

If, at any time, the City shall become dissatisfied with any surety or sureties then upon the Performance Bond, or if for any other reason such bond shall cease to be adequate security for the City, the Contractor shall, within five days after notice so to do, substitute an acceptable Bond in such form and sum and signed by such other sureties as may be satisfactory to the City. The premiums on such Bond shall be paid by the Contractor. No further partial payments shall be deemed due or shall be made until the new sureties have qualified.

ARTICLE 6.02 CONTRACTORS INSURANCE

Insurance required shall be as indicated on Special Instructions pages beginning with "INS-1"

ARTICLE 6.03 AGAINST CLAIMS AND LIENS

The City may withhold from the Contractor as much as any approved payments to him as may, in the opinion of the City, be necessary to secure (a) just claims of any persons supplying labor or materials to the Contractor or any of his subcontractors for the work then due and unpaid; (b) loss due to defective work not remedied, or (c) liability, damage, or loss due to injury to persons or damages to the work or property of other contractors, subcontractors, or others, caused by the act or neglect of the Contractor or of any of his subcontractors. The City shall have the right, as agent for the Contractor, to apply any such amounts so withheld in such manner as the City may deem proper to satisfy such claims or to secure such protection. Such application of such money shall be deemed payments for the account of the Contractor.

ARTICLE 6.04 MAINTENANCE AND GUARANTY

The Contractor hereby guarantees all the work furnished under this Contract against any defects in workmanship and materials for a period of one year following the date of final acceptance of the work by the City. Under this guarantee, the Contractor hereby agrees to make good, without delay, at his own expense, any failure of any part of the work due to faulty materials or manufacture, construction, or installation, or the failure of any equipment to perform satisfactorily all the work put upon it within the limits of the

work caused by such failure. It is hereby agreed that the Performance Bond shall fully cover all guarantees contained in this Article.

It is also agreed that all warranties, expressed or implied, inure to the benefit of the City and are enforceable by the City.

SECTION 7 CHANGES ARTICLE 7.01 MINOR CHANGES

The City reserves the right to make such additions, deductions, or changes to this Contract from time to time as it deems necessary and in a manner not materially affecting the substance thereof or materially changing the price to be paid in order to carry out and complete more fully and perfectly the work herein agreed to be done and performed. This Contract shall in no way be invalidated by any such additions, deductions, or changes, and no claim by the Contractor shall be made for any loss of anticipated profits thereby.

Construction conditions may require that minor changes be made in the location and installation of the work and equipment to be furnished and other work to be performed hereunder, and the Contractor when ordered by the Engineer, shall make such adjustments and changes in said locations and work as may be necessary, without additional cost to the City, provided such adjustments and changes do not alter the character, quantity of cost of the work as a whole, and provided further that Plans and Specifications showing such adjustments and changes are furnished to the Contractor by the City within a reasonable time before any work involving such adjustment and changes is begun. The Engineer shall be the sole judge of what constitutes a minor change for which no additional compensation shall be allowed.

ARTICLE 7.02 EXTRA WORK

The City may at any time by a written order and without notice to the sureties require the performance of such extra work as it may find necessary or desirable. An order for extra work shall be valid only if issued in writing and signed by the Mayor and the work so ordered must be performed by the Contractor.

The amount of compensation to be paid to the Contractor for any extra work as so ordered shall be determined as follows:

(a) By such applicable unit prices, if any, as are set forth in the Proposal; or

(b) If no such unit prices are set forth then by a lump sum or other unit prices mutually agreed upon by the City and the Contractor; or

(c) If no such unit prices are set forth in the Proposal and if the parties cannot agree upon a lump sum or other unit prices then by the actual net cost in money to the Contractor of the extra work performed, which cost shall be determined as follows:

(1) For all labor and foreman in direct charge of the authorized operations, the Contractor shall receive the current local rate of wages to be agreed upon, in writing, before starting such work for each hour that said labor

and foremen are actually engaged thereon, to which shall be added an amount equal to 25 percent of the sum thereof which shall be considered and accepted as full compensation for general supervision, FICA taxes, contributions under the Florida Unemployment Compensation Act, insurance, bond, subcontractor's profit and overhead, the furnishing of small tools and miscellaneous equipment used, such as picks, shovels, hand pumps, and similar items.

- (2) For all materials used, the Contractor shall receive the actual cost of such materials delivered at the site or previously approved delivery point as established by original receipted bills. No percentage shall be added to this cost.
- (3) For special equipment and machinery such as power-driven pumps, concrete mixers, trucks, and tractors, or other equipment, required for the economical performance of the authorized work, the Contractor shall receive payment based on the average local area rental price for each item of equipment and the actual time of its use on the work. No percentage shall be added to this sum.
- (4) Records of extra work done under this procedure shall be reviewed at the end of each day by the Contractor or his representative and the Engineer. Duplicate copies of accepted records shall be made and signed by both Contractor or his representative and the Engineer, and one copy retained by each.

Request for payment for approved and duly authorized extra work shall be submitted in the same form as Contract work or in the case of work performed under paragraph (c) (1) above upon a certified statement supported by receipted bills. Such statement shall be submitted for the current Contract payment for the month in which the work was done.

ARTICLE 7.03 DISPUTED WORK

If the Contractor is of the opinion that any work required, necessitated, or ordered violates the terms and provisions of this Contract, he must promptly notify the Engineer, in writing, of his contentions with respect thereto and request a final determination thereof. If the Engineer determines that the work in question is Contract work and not extra work or that the order complained of is proper, he will direct the Contractor to proceed and the Contractor shall promptly comply. In order, however, to reserve his right to claim compensation for such work or damages resulting from such compliance, the Contractor must, within five (5) days after receiving notice of the Engineer's determination and direction, notify the City in writing that the work is being performed or that the determination and direction is being complied with under protest. Failure of the Contractor to notify shall be deemed as a waiver of claim for extra compensation or damages therefor.

Before final acceptance by the City, all matters of dispute must be adjusted to the mutual satisfaction of the parties thereto. Final determinations and decisions, in case any questions shall arise, shall constitute a condition precedent to the right of the Contractor to receive the money therefor until the matter in question has been adjusted.

ARTICLE 7.04 OMITTED WORK

The City may at any time by a written order and without notice to the sureties require the omission of such Contract work as it may find necessary or desirable.

An order for omission of work shall be valid only if signed by the Mayor and the work so ordered must be omitted by the Contractor. The amount by which the Contract price shall be reduced shall be determined as follows: (a) By such applicable unit prices, if any, as are set forth in the Contract; or

(b) By the appropriate lump sum price set forth in the Contract; or

(c) By the fair and reasonable estimated cost to the City of such omitted work as determined by the Engineer and approved by the City.

SECTION 8

CONTRACTOR'S EMPLOYEES ARTICLE 8.01 CHARACTER AND COMPETENCY

The Contractor and his subcontractors shall employ upon all parts of the work herein contracted for only competent, skillful, and trustworthy workers. Should the Engineer at any time give notice, in writing, to the Contractor or his duly authorized representative on the work that any employee in his opinion is incompetent, unfaithful, disorderly, careless, unobservant of instructions, or in any way a detriment to the satisfactory progress of the work, such employee shall immediately be dismissed and not again allowed upon the site.

ARTICLE 8.02 SUPERINTENDENCE

The Contractor shall give his personal supervision to the faithful prosecution of the work and in case of his absence shall have a competent, experienced, and reliable supervisor or superintendent, acceptable to the Engineer on the site who shall follow without delay all instructions of the Engineer in the prosecution and completion of the work and every part thereof, in full authority to supply workers, material, and equipment immediately. He shall keep on hand at all times copies of the Contract Documents.

ARTICLE 8.03 EMPLOYMENT OPPORTUNITIES

The Contractor shall, in the performance of the work required to be done under this Contract, employ all workers without discrimination regarding race, creed, color, sex or national origin and must not maintain or provide facilities that are segregated on the basis of race, color, creed or national origin.

ARTICLE 8.04 RATES OF WAGES

On federally assisted projects, the rates of wages to be paid under this Contract shall not be less than the rates of wages set forth in Section 12 of this Agreement.

On other projects, no wage rate determination is included. Florida's Prevailing Wage Law (Section 215.19, Florida Statutes) was repealed effective April 25, 1979.

ARTICLE 8.05 PAYROLL REPORTS

The Contractor and each subcontractor shall, if requested to do so, furnish to the Engineer a duly certified copy of his payroll and also any other information required by the Engineer to satisfy him that the provisions of the law as to the hours of employment and rate of wages are being observed.

Payrolls shall be prepared in accordance with instructions furnished by the City and on approved forms. The Contractor shall not carry on his payroll any persons not employed by him. Subcontractor's employees shall be carried only on the payrolls of the employing subcontractor.

SECTION 9

CONTRACTOR'S DEFAULT ARTICLE 9.01 CITY'S RIGHT AND NOTICE

It is mutually agreed that: (a) if the Contractor fails to begin work when required to do so, or (b) if at any time during the progress of the work it shall appear to the Engineer that the Contractor is not prosecuting the work with reasonable speed, or is delaying the work unreasonably and unnecessarily, or (c) if the force of workmen or quality or quantity of material furnished are not sufficient to insure completion of the work within the specified time and in accordance with the Specifications hereto attached, or (d) if the Contractor shall fail to make prompt payments for materials or labor or to subcontractors for work performed under the Contract, or (e) if legal proceedings have been instituted by others than the City in such manner as to interfere with the progress of the work and may subject the City to peril of litigation or outside claims of (f) if the Contractor shall be adjudged a bankrupt or make an assignment for the benefit of creditors, or (g) if in any proceeding instituted by or against the Contractor an order shall be made or entered granting an extension of time of payment, composition, adjustment, modification, settlement or satisfaction of his debts or liabilities, or (h) if a receiver or trustee shall be appointed for the Contractor or the Contractor's property, or (i) if the Contract or any part thereof shall be sublet without the consent of the City being first obtained in writing, or (j) if this Contract or any right, monies, or claim thereunder shall be assigned by the Contractor, otherwise than as herein specified, or (k) if the Contractor shall fail in any manner of substance to observe the provisions of this Contract, or (l) if any of the work, machinery, or equipment shall be defective, and shall not be replaced as herein provided, or (m) if the work to be done under this Contract shall be abandoned, then such fact or conditions shall be certified by the Engineer and thereupon the City without prejudice to any other rights or remedies of the City, shall have the right to declare the Contractor in default and so notify the Contractor by a written notice, setting forth the ground or grounds upon which such default is declared and the Contractor must discontinue the work, either as a portion of the work or the whole thereof, as directed.

ARTICLE 9.02 CONTRACTOR'S DUTY UPON DEFAULT

Upon receipt of notice that his Contract is in default, the Contractor shall immediately discontinue all further operations on the work or such part thereof, and shall immediately quit the site or such part thereof, leaving untouched all plant, materials, equipment, tools, and supplies.

ARTICLE 9.03 COMPLETION OF DEFAULTED WORK

The City, after declaring the Contractor in default, may then have the work completed or the defective equipment or machinery replaced or anything else done to complete the work in strict accordance with the Contract Documents by such means and in such manner, by Contract with or without public letting, or otherwise, as it may deem advisable, utilizing for such purpose without additional cost to the City such of the Contractor's plant, materials, equipment, tools, and supplies remaining on the site, and also such subcontractors as it may deem advisable.

The City shall reimburse all parties, including itself, for the expense of such completion, including liquidated damages, if any, and the cost of reletting. The City shall deduct this expense from monies due or to become due to the Contractor under this Contract, or any part thereof, and in case such expense is more than the sum remaining unpaid of the original contract price, the Contractor and his sureties shall pay the amount of such deficiency to the City.

ARTICLE 9.04 PARTIAL DEFAULT

In case the City shall declare the Contractor in default as to a part of the work only, the Contractor shall discontinue such part, shall continue performing the remainder of the work in strict conformity with the terms of the Contract, and shall in no way hinder or interfere with any other contractor or person whom the City may engage to complete the work as to which the Contractor was declared in default.

**SECTION 10
PAYMENTS ARTICLE 10.01 PRICES**

For the Contractor's complete performance of the work, the City will pay and the Contractor agrees to accept, subject to the terms and conditions hereof, the lump sum prices or unit prices in the Contractor's Proposal and the award made therein, plus the amount required to be paid for any extra work ordered under Article 7.02 hereof, less credit for any work omitted pursuant to Article 7.04 hereof. Under unit price items, the number of units actually required to complete the work under the Contract may be more than stated in the Proposal. The Contractor agrees that no claim will be made for any damages or for loss of profits because of a difference between the quantities of the various classes of work assumed and stated in the Proposal Form as a basis for comparing Proposals and the quantities of work actually performed.

The sum as awarded for any lump sum Contract or lump sum Contract Item shall represent payment in full for all of the various classes of work, including materials, equipment, and labor necessary or required to complete, in conformity with the Contract Document, the entire work shown, indicated or specified under the lump sum Contract or lump sum Contract Item.

The amount as awarded as a unit price for any unit price Contract Item shall represent payment in full for all the materials, equipment, and labor necessary to complete, in conformity with the Contract Documents, each unit of work shown, specified, or required under the said unit price Contract Item.

No payment other than the amount as awarded will be made for any class of work included in a lump sum Contract Item or a unit price Contract Item, unless specific provision is made therefor in the Contract Documents.

ARTICLE 10.02 SUBMISSION OF BID BREAKDOWN

Within fifteen (15) days after the execution of this Contract, the Contractor must submit to the Engineer in duplicate an acceptable breakdown of the lump sums and unit prices bid for items of the Contract, showing the various operations to be performed under the Contract, as described in the progress schedule required under Article 4.02 hereof, and the value of each of such operations, the total of such items to equal the total price bid. The Contractor shall also submit such other information relating to the bid prices as may be required and shall revise the bid breakdown as directed. Thereafter, the breakdown may be used for checking the Contractor's applications for partial payments hereunder but shall not be binding upon the City or the Engineer for any purpose whatsoever.

ARTICLE 10.03 REPORTS, RECORDS AND DATA

The Contractor shall furnish to the Engineer such schedules of quantities and costs, progress schedules, reports, invoices, delivery tickets, estimates, records, and other data as the Engineer may request concerning work performed or to be performed and the materials furnished under the Contract.

ARTICLE 10.04 PAYMENTS BY CONTRACTOR

The Contractor shall pay (a) for all transportation and utility services not later than the 20th day of the calendar month following that in which such services are rendered, (b) for all materials, tools, and equipment delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used, and (c) to each of his subcontractors, not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his subcontractors, to the extent of each subcontractor's interest therein; and proof of such payments or releases therefor shall be submitted to the Engineer upon request.

ARTICLE 10.05 PARTIAL PAYMENTS

On or about the first of each month, the Contractor shall make and certify an estimate, on forms prescribed by the City, of the amount and fair value of the work done, and may apply for partial payment therefore. The Contractor shall revise the estimate as the Engineer may direct. When satisfactory progress has been made, and shows that the value of the work completed since the last payment exceeds one percent (1%) of the total Contract price in amount, the Engineer will issue a certificate that such work has been completed and the value thereof. The City will then issue a voucher to the Contractor in accordance with the following schedule:

FOR CONTRACT AMOUNTS UNDER \$250,000

(A) In the amount of ninety percent (90%) of the value of the work completed as certified until construction is one hundred percent (100%) complete (operational or beneficial occupancy), the withheld amount may be reduced below ten percent (10%), at the Engineer's option, to only that amount necessary to assure completion.

FOR CONTRACT AMOUNTS OVER \$250,000

(A) In the amount of ninety percent (90%) of the value of the work completed as certified until construction is fifty percent (50%) complete.

(B) When the dollar value, as determined by the Engineer, of satisfactorily completed work in place is greater than fifty percent (50%) of the original contract price, vouchers for partial payment will be issued by the City to the Contractor in the amount of one hundred percent (100%) of the value of the work, above 50%, completed as certified for that payment period.

(C) If the Contractor has performed satisfactorily and the work is substantially complete (operational or beneficial occupancy) the withheld amount may be reduced, at the Engineer's option, to only that amount necessary to assure completion.

In addition to the Conditions set forth in (A), (B), and (C) above, payments will always be less any sums that may be retained or deducted by the City under the terms of any of the contract documents and less any sums that may be retained to cover monetary guarantees for equipment, materials or progress performance.

Payment on estimates made on or about the first of the month may be expected on or about the 20th of the month.

Unless specified otherwise in the Contract Items, the delivered cost of equipment and nonperishable materials suitably stored at the site of the work and tested for adequacy may be included in the Contractor's application for partial payment provided, however, that the Contractor shall furnish evidence satisfactory to the City that the Contractor is the unconditional owner and in possession of such materials or equipment. The amount to be paid will be 90 percent of the invoice cost to the Contractor which cost shall be supported by receipted bills within 30 days of the date of payment by the City to the Contractor. Such payment shall not relieve the Contractor from full responsibility for completion of the

work and for protection of such materials and equipment until incorporated in the work in a permanent manner as required by the Contract Documents.

Before any payment will be made under this Contract, the Contractor and every subcontractor, if required, shall deliver to the Engineer a written, verified statement, in satisfactory form, showing in detail all amounts then due and unpaid by such Contractor or subcontractor to all laborers, workmen, and mechanics, employed by him under the Contract for the performance of the work at the site thereof, for daily or weekly wages, or to other persons for materials, equipment, or supplies delivered at the site of the work during the period covered by the payment under consideration.

ARTICLE 10.06 FINAL PAYMENT

Under determination of satisfactory completion of the work under this Contract as provided in Article 4.07 hereof, the Engineer will prepare the final estimate showing the value of the completed work. This estimate will be prepared within 30 days after the date of completion or as soon thereafter as the necessary measurements and computations can be made. All prior certificates and estimates, being approximate only, are subject to correction in the final estimate and payment.

When the final estimate has been prepared and certified by Engineer, he will submit to the Mayor and City Council the final certificate stating that the work has been completed and the amount based on the final estimate remaining due to the Contractor. The City will then accept the work as fully completed and will, not later than 30 days after the final acceptance, as defined in Article 1.02, of the work done under this Contract, pay the Contractor the entire amount so found due thereunder after deduction of all previous payments and all percentages and amounts to be kept and retained under provisions of this Contract; provided, however, and it is understood and agreed that, as a precedent to receiving final payment, the Contractor shall submit to the City a sworn affidavit that all bills for labor, service, materials, and subcontractors have been paid and that there are no suits pending in connection with this work. The City, at its option, may permit the Contractor to execute a separate surety bond in a form satisfactory to the City. The surety bond shall be in the full amount of the suit or suits.

Neither the final payment nor any part of the retained percentage shall be paid until the Contractor, if required, shall furnish the City with a complete release from any should remain unsatisfied after all payments are made, the Contractor shall refund to the City all monies which the City may be compelled to pay in discharging such claim, including incidental costs and attorney's fees.

ARTICLE 10.07 ACCEPTANCE OF FINAL PAYMENT

The acceptance by the Contractor, or by anyone claiming by or through him, of the final payment shall operate as and shall be a release to the City and every officer and agent thereof from any and all claims and liability to the Contractor for anything done or furnished in connection

others relating to or affecting the work. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this Contract or the Performance Bond.

SECTION 11
MISCELLANEOUS PROVISIONS ARTICLE 11.01
CONTRACTOR'S WARRANTIES

In consideration of, and to induce the award of this contract to him, the Contractor represents and warrants:

(a) That he is not in arrears to the City upon debt or contract, and he is not a defaulter, as surety, contractor, or otherwise.

(b) That he is financially solvent and sufficiently experienced and competent to perform the work. (c) That the work can be performed as called for by the Contract Documents.

(d) That the facts stated in his proposal and the information given by him are true and correct in all respects. (e) That he is fully informed regarding all the conditions affecting the work to be done and labor and materials to be furnished for the completion of this Contract, and that his information was secured by personal investigation and research.

ARTICLE 11.02 PATENTED DEVICES, MATERIAL AND PROCESSES

It is mutually understood and agreed that Contract prices include all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the work. Whenever the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, the Contractor shall indemnify and save harmless the City, its officers, agents and employees from any and all claims for infringement by reason of the use of any such patented design, device, tool, material, equipment, or process, to be performed under the Contract, and shall indemnify the said City, its officers, agents, and employees for any costs, expenses, and damages which may be incurred by reason of such infringement at any time during the prosecution or after completion of the work.

ARTICLE 11.03 SUITS AT LAW

In case any action at law or suit in equity may or shall be brought against the City or any of its officers, agents, or employees for or on account of the failure, omission, or neglect of the Contractor or his subcontractors, employees, or agents, to do or perform any of the covenants, acts, matters, or things by this Contract undertaken to be done or performed by the Contractor or his subcontractors, employees, or agents, or from any injuries done to property or persons and caused by the negligence or alleged negligence of the Contractor or his subcontractors, employees, or agents, or in any other manner arising out of the performance of this Contract, then the Contractor shall immediately assume and take charge of the defense of such actions or suits in like manner and to all intents and purposes as if said actions or suits have been brought directly against the Contractor, and the Contractor shall also indemnify and save harmless the City, its officers, agents, and employees from any and all loss, cost or damage whatever arising out of such actions or suits, in like manner and to all intents and

purposes as if said actions or suits have been brought directly against the Contractor.

The Contractor shall and does hereby assume all liability for and agrees to indemnify the City or its Engineer against any or all loss, costs, damages, and liability for any or by reason of any lien, claims or demands, either for materials purchased or for work performed by laborers, mechanics, and others and from any damages, costs, actions, or causes of action and judgement arising from injuries sustained by mechanics, laborers, or other persons by reason of accidents or otherwise, whether caused by the carelessness or inefficiency or neglect of said Contractor, his subcontractors, agents, employees, workmen or otherwise.

ARTICLE 11.04 CLAIMS FOR DAMAGES

If the Contractor shall claim compensation for any damage sustained, other than for extra or disputed work covered by Article 7.02 and 7.03 hereof, by reason of any act or omission of the City, its agents, or any persons, he shall, within five days after sustaining such damage, make and deliver to the Engineer a written statement of the nature of the damage sustained and of the basis of the claim against the City. On or before the 15th of the month succeeding that in which any damage shall have been sustained, the Contractor shall make and deliver to the Engineer an itemized statement of the details and amounts of such damage, duly verified by the Contractor. Unless such statements shall be made delivered within the times aforesaid, it is stipulated that and all claims for such compensation shall be forfeited and invalidated, and the Contractor shall not be entitled to payment on account of such claims.

ARTICLE 11.05 NO CLAIMS AGAINST INDIVIDUALS

No claim whatsoever shall be made by the Contractor against any officer, agent, employee of the City for, or on account of, anything done or omitted to be done in connection with this Contract.

ARTICLE 11.06 LIABILITY UNAFFECTED

Nothing herein contained shall in any manner create any liability against the City on behalf of any claim for labor, services, or materials, or of subcontractors, and nothing herein contained shall affect the liability of the Contractor or his sureties to the City or to any workmen or materialsmen upon bond given in connection with this Contract.

ARTICLE 11.07 INDEMNIFICATION PROVISIONS

Whenever there appears in this Agreement, or in the other Contract Documents made a part hereof, an indemnification provision within the purview of Chapter 725.06, Laws of Florida, the monetary limitation on the extent of the indemnification under each such provision shall be One Million Dollars or a sum equal to the total Contract price, whichever shall be the greater.

ARTICLE 11.08 UNLAWFUL PROVISIONS DEEMED STRICKEN

If this contract contains any unlawful provisions not an essential part of the Contract and which shall not appear to have a controlling or material inducement to the making thereof, such provisions shall be deemed of no effect and shall, upon notice by either party, be deemed stricken from the Contract without affecting the binding force of the remainder.

ARTICLE 11.09 LEGAL PROVISIONS DEEMED INCLUDED

Each and every provision of any law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein and if, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon application of either party the Contract shall forthwith be physically amended to make such insertion.

ARTICLE 11.10 DEATH OR INCOMPETENCY OF CONTRACTOR

In the event of death or legal incompetency of a Contractor who shall be an individual or surviving member of a contracting firm, such death or adjudication of incompetency shall not terminate the Contract, but shall act as default hereunder to the effect provided in Article 9.01 hereof and the estate of the Contractor and his surety shall remain liable hereunder to the same extent as though the Contractor had lived. Notice of default, as provided in Article 9.01 hereof, shall not be required to be given in the event of such death or adjudication of incompetency.

ARTICLE 11.11 NUMBER AND GENDER OF WORDS

Whenever the context so admits or requires, all references herein in one number shall be deemed extended to and including the other number, whether singular or plural, and the use of any gender shall be applicable to all genders.

ARTICLE 11.12 ACCESS TO RECORDS

Representatives of Federal Agencies, if applicable, and the State of Florida shall have access to the work whenever it is in preparation of progress. On federally assisted projects the Federal Agency, the Comptroller General of the United States, or any authorized representative shall have access to any books, documents, papers, and records of the Contractor which are pertinent to the project for the purpose of making audit, examination, excerpts, and transcription thereof.

**SECTION 12
LABOR STANDARDS ARTICLE 12.01 LABOR STANDARDS**

The Contractor shall comply with all of the regulations set forth in "Labor Standards Provisions for Federally Assisted Construction Contracts", which may be attached, and any applicable Florida Statutes.

ARTICLE 12.02 NOTICE TO LABOR UNIONS

If required, the Contractor shall provide Labor Unions and other organizations of workers, and shall post, in a conspicuous place available to employees or applicants for employment, a completed copy of the form entitled "Notice to Labor Unions or Other Organizations of Workers" attached to and made a part of this Agreement.

ARTICLE 12.03 SAFETY AND HEALTH REGULATIONS

The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91- 596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54). Nothing in these Acts shall be construed to supersede or in any manner affect any worker's compensation law or statutory rights, duties, or liabilities of employers and employees under any law with respect to injuries, diseases, or death of employees arising out of, or in the course of, employment.

ARTICLE 12.04 EEO AFFIRMATIVE ACTION REQUIREMENTS

The Contractor understands and agrees to be bound by the equal opportunity requirements of Federal regulations which shall be applicable throughout the performance of work under this Contract. The Contractor also agrees to similarly bind contractually each subcontractor. In policies, the Contractor agrees to engage in Affirmative Action directed at promoting and ensuring equal employment opportunity in the work force used under the Contract (and the Contractor agrees to require contractually the same effort of all subcontractors whose subcontractors exceed \$100,000). The Contractor understands and agrees that "Affirmative Action" as used herein shall constitute a good faith effort to achieve and maintain minority employment in each trade in the onsite work force used on the Contract.

ARTICLE 12.05 PREVAILING RATES OF WAGES

Florida's prevailing wage law was repealed effective April 25, 1979.

For Federally assisted projects, appropriate prevailing wage rate determinations are indicated on pages beginning with WR-1.

* * * * *

TAMPA AGREEMENT

IN WITNESS THEREOF, the parties have caused this Order to be executed representatives and shall be effective as of the date of the last signature below.

ATTEST:

CITY OF TAMPA, FLORIDA

City Clerk/Deputy City Clerk
(SEAL)

By: _____
Jane Castor, Mayor

Date: _____

Approved at to Form:

AJAX PAVING INDUSTRIES OF FLORIDA LLC

JUSTIN VASKE
SENIOR ASSISTANT CITY ATTORNEY

CONTRACTOR

ATTEST:

BY: Christie Alvaro

(SEAL) CORPORATE SECRETARY

TITLE: Director of Estimating
(Pres., V-Pres., Partner, Owner) Corporation ()
Partnership ()
Individual () Incorporated in the State of ____

The execution of this document was authorized
by Resolution No. _____

If business is individually owned, you must sign
Before two (2) witnesses:

WITNESS: _____

WITNESS: _____

If doing business under a fictitious name, you must submit a copy of your Certificate of Registration and a copy of the legal Notice which appeared in a newspaper.

Tampa Bay Times
Published Daily

City of Tampa
City of Tampa Bid 21-C-00022: E/W Green Spine Cycle Track - PH 3B from 7th Ave to 13th Ave and E/W Green Spine Cycle Track - PH 3C from 13th Ave to 21st Ave - ReBid; Deadline 1:30 PM, November 7, 2023. Download Bid documents from DemandStar.com or tampagov.net/contract-administration/programs/construction-contract-bidding
10/04/2023 0000310037

STATE OF FLORIDA
COUNTY OF Hillsborough

} ss

Before the undersigned authority personally appeared Carol Chewning who on oath says that he/she is Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Pinellas County, Florida, that the attached copy of advertisement, being a Legal Notice in the matter RE: City of Tampa Bid 21-C-00022 was published in said newspaper by print in the issues of: 10/ 4/23 or by publication on the newspaper's website, if authorized, on

Affiant further says the said Tampa Bay Times is a newspaper published in Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hillsborough County, Florida each day and has been entered as a second class mail matter at the post office in said Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

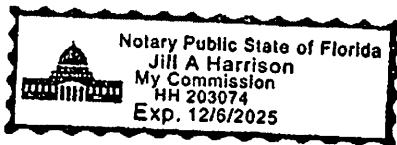
Signature Affiant

Sworn to and subscribed before me this .10/04/2023

Signature of Notary Public

Personally known or produced identification

Type of identification produced _____



**City of Tampa
BID TABULATION**

**21-C-00022; E/W Green Spine Cycle Track - PH 3B from 7th Ave to 13th Ave -
2nd ReBid**

Bid Opening - December 05, 2022

Posted December 05, 2022 (Updated December 07, 2023)

CONTRACTOR	TOTAL BID AMOUNT
Ajax Paving Industries of Florida, LLC	\$4,439,734.42 *

* Arithmetic correction by Contract Administration

Notice of Intent to Award: Unless subsequently indicated otherwise, in a revised posting, the City of Tampa intends to award the referenced project to the lowest bidder listed in this tabulation. A bidder aggrieved by this decision may file a protest not later than 4:30 P.M., five (5) business days from the first posting hereof, pursuant to City of Tampa Code Chapter 2, Article V, Division 3, Section 2-282, Procurement Protest Procedures. Protests not conforming therewith shall not be reviewed.

Bids Received By: *Jim Greiner*

Jim Greiner, P.E.
City of Tampa - Contract Administration Department
306 E. Jackson Street - 4N
Tampa, FL 33602

Contract 21-C-00022; E/W Green Spine Cycle Track - PH 3B from 7th Ave to 13th Ave - ReBid
and E/W Green Spine Cycle Track - PH 3C from 13th Ave to 21st Ave - ReBid

PROPOSAL

To the Mayor and City Council of the City of Tampa, Florida:

Legal Name of Bidder: Ajax Paving Industries of Florida, LLC

Bidder's Fictitious Name, if applicable: _____

Bidder is a/an: Individual Partnership* Joint Venture* LLC Corp. Other:

Bidder is organized under the laws of: State of Florida Other:

Bidder Mailing Address: One Ajax Drive, North Venice FL, 34275

Bidder's Federal Employee Identification No. (FEI/EIN): 26-1871966

Bidder's License No.: CGC1516738 Bidder's FDOS (SUNBIZ) Doc. No.: L08000010565
(See Ch. 489, FS; use entity's, individual's only if applicable)

Bidder Contact Name**: Kara Coggins Email: FLEstimate@ajaxpaving.com Phone: (941) 486-3600

Bidder's own initial application for employment has criminal history screening practices similar in nature to the practices contained in Chapter 12, Article VI, City of Tampa Code (Responses, whether "Yes" or "No", are for informational purposes only and will not be used as a basis of award or denial, nor as a basis for any protest): Yes No

The below named person, appearing before the undersigned authority and after being first duly sworn, for him/herself and on behalf of the entity submitting this Proposal does hereby affirm and declare as follows:

- (1) He/She is of lawful age and is authorized to act on behalf of Bidder (the individual, partnership, corporation, entity, etc. submitting this Proposal) and that all statements made in this document are true and correct to the best of my knowledge.
- (2) If Bidder is operating under a fictitious name, Bidder has currently complied with any and all laws and procedures governing the operation of businesses under fictitious names in the State of Florida
- (3) No person or entity other than Bidder has any interest in this Proposal or in the Contract proposed to be entered into.
- (4) This Proposal is made without any understanding, agreement, or connection with any person or entity making Proposal for the same purposes and is in all respects fair and without collusion or fraud.
- (5) Bidder is not in arrears to the City of Tampa, upon debt or contract, and is not a defaulter, as surety or otherwise, upon any obligation to the City of Tampa.
- (6) That no officer or employee or person whose salary is payable in whole or in part from the City Treasury is, shall be or become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise, in this Proposal, or in the performance of the Contract, or in the supplies, materials, or equipment and work or labor to which it relates, or in any portion of the profits thereof.
- (7) Bidder has carefully examined and fully understands the Solicitation and has full knowledge of the scope, nature, and quality of the work to be performed; furthermore, Bidder has carefully examined the site of the work and that, from his own investigations, he has satisfied himself as to the nature and location of the work, the character, quality, and quantity of materials and the kinds and extent of equipment and other facilities needed for the performance of the work, the general and local conditions and all difficulties to be encountered, and all other items which may, in any way, affect the work or its performance.
- (8) Bidder (including its principals) has | has NOT been debarred or suspended from contracting with a public entity.
- (9) Bidder has | has NOT implemented a drug-free workplace program that meets the requirements of Section 287.087, Florida Statutes.
- (10) Bidder has carefully examined and fully understands all the component parts of the Contract Documents and agrees Bidder will execute the Contract, provide the required Public Construction Bond, and will fully perform the work in strict accordance with the terms of the Contract and Contract Documents therein referred to for the following prices, to wit:

* If a Partnership or Joint Venture, attach Partnership or Joint Venture Agreement.

** Someone the City may contact with questions/correspondence regarding this Solicitation and/or permits.

**Contract 21-C-00022;
E/W Green Spine Cycle Track-Ph. 3B and 3C - Rebid**

Item No.	Description	Unit	3B Quantity	3C Quantity	TOTAL Quantity	Unit Price in Words	Unit Price	Total Computed Price
0101 1	MOBILIZATION	LS	1		1	two hundred twenty-six thousand dollars zero cents	\$ 226000.00	\$ 226000.00
0101 1	MOBILIZATION	LS		1	1	two hundred thirty-one thousand five hundred dollars	\$ 231500.00	\$ 231500.00
0102 1	MAINTENANCE OF TRAFFIC	LS	1		1	four hundred thousand dollars zero cents	\$ 400000.00	\$ 400000.00
0102 1	MAINTENANCE OF TRAFFIC	LS		1	1	five hundred fifty-four thousand dollars zero cents	\$ 554000.00	\$ 554000.00
EX-099925	CONTINGENCY	LS	1		1	Fifty Two Thousand Seven Hundred Dollars and No Cents	\$ 52,700.00	\$ 52,700.00
EX-099925	CONTINGENCY	LS		1	1	One Hundred Thirty Thousand Two Hundred Fifty Dollars and No Cents	\$ 130,250.00	\$ 130,250.00
0104 10 3	SEDIMENT BARRIER	LF		175	175	thirty dollars zero cents	\$ 30.00	\$ 5250.00
0104 18	INLET PROTECTION SYSTEM	EA	10	13	23	one hundred eighty dollars zero cents	\$ 180.00	\$ 4140.00
0110 1 1	CLEARING & GRUBBING	LS	1		1	eighty-five thousand dollars zero cents	\$ 85000.00	\$ 85000.00
0110 1 1	CLEARING & GRUBBING	LS		1	1	seventy-seven thousand dollars zero cents	\$ 77000.00	\$ 77000.00
0110 4 10	REMOVAL OF EXISTING CONCRETE	SY	39	985	1024	one hundred dollars zero cents	\$ 100.00	\$ 102400.00
0120 6	EMBANKMENT	CY		419	419	two hundred one dollars zero cents	\$ 201.00	\$ 84219.00
285 701	OPTIONAL BASE, BASE GROUP 01	SY	640		640	three hundred eighty-eight dollars zero cents	\$ 388.00	\$ 248320.00
0327 70 6	MILLING EXIST ASPH PAVT, 1 1/2" AVG DEPTH	SY	6604	9288	15892	seven dollars sixty cents	\$ 7.60	\$ 120779.20
0334 1 53	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C, PG76-22	TN	555	768	1323	two hundred seventy-three dollars zero cents	\$ 273.00	\$ 361179.00
0425 2 43	MANHOLES, P-7, PARTIAL	EA		3	3	four thousand seven hundred eight dollars zero cents	\$ 4708.00	\$ 14124.00
430175115	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 15"S/CD	LF		102	102	five hundred ninety-four dollars zero cents	\$ 594.00	\$ 60588.00
430175118	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 18"S/CD	LF		63	63	five hundred ninety-six dollars zero cents	\$ 596.00	\$ 37548.00

**Contract 21-C-00022;
E/W Green Spine Cycle Track-Ph. 3B and 3C - Rebid**

Item No.	Description	Unit	3B Quantity	3C Quantity	TOTAL Quantity	Unit Price in Words	Unit Price	Total Computed Price
EX-0435 100 2	INLET SPECIAL DRAINAGE GRATE	LF	144	181	325	eight hundred seventy-nine dollars zero cents	\$ 879.00	\$ 285675.00
0520 1 10	CONCRETE CURB & GUTTER, TYPE F	LF	258	325	583	one hundred eight dollars fourteen cents	\$ 108.14	\$ 63045.62
0520 2 4	CONCRETE CURB, TYPE D	LF	199	2410	2609	one hundred twenty-seven dollars zero cents	\$ 127.00	\$ 331343.00
0520 7 1	GRANITE CURB, FURNISH & INSTALL	LF		193	193	one hundred thirty-five dollars zero cents	\$ 135.00	\$ 26055.00
0520 7 2	GRANITE CURB, RESET	LF		235	235	one hundred nineteen dollars zero cents	\$ 119.00	\$ 27965.00
0520 70	CONCRETE TRAFFIC SEPARATOR, SPECIAL- VARIABLE WIDTH	SY	588		588	one hundred fifty-three dollars zero cents	\$ 153.00	\$ 86904.00
0522 1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	27	340	367	one hundred seventeen dollars zero cents	\$ 117.00	\$ 42939.00
0522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	42	1696	1738	one hundred five dollars zero cents	\$ 105.00	\$ 182490.00
EX-0527 2	DETECTABLE WARNINGS	SF	49	357	406	twenty-seven dollars zero cents	\$ 27.00	\$ 10962.00
EX-0526 1A	RED BRICK PAVERS, FURNISH AND INSTALL	SY		115	115	two hundred fourteen dollars zero cents	\$ 214.00	\$ 24610.00
0570 1 2	PERFORMANCE TURF, SOD	SY	5	432	437	fourteen dollars zero cents	\$ 14.00	\$ 6118.00
COT-002	CITY INLET TYPE 2	EA		2	2	twenty thousand one hundred dollars zero cents	\$ 20100.00	\$ 40200.00
COT-003	CITY INLET TYPE 3	EA		3	2	twenty thousand one hundred dollars zero cents	\$ 20100.00	\$ 40200.00
0523 1 3	PATTERNED PAVEMENT, VEHICULAR AREAS- GREEN BIKE LANE	SY	150	128	278	one hundred forty-three dollars zero cents	\$ 143.00	\$ 39754.00

Contract 21-C-00022;
EW Green Spine Cycle Track-Ph. 3B and 3C - Rebid

Item No.	Description	Unit	3B Quantity	3C Quantity	TOTAL Quantity	Unit Price in Words	Unit Price	Total Computed Price
0654 2 22	RECTANGULAR RAPID FLASHING BEACON, FURNISH & INSTALL- SOLAR POWERED, COMPLETE SIGN ASSEMBLY- BACK TO BACK	AS		2	2	eleven thousand nine hundred dollars zero cents	\$ 11900.00	\$ 23800.00
0700 1 11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS	5	10	15	four hundred eighty dollars zero cents	\$ 480.00	\$ 7200.00
0700 1 12	SINGLE POST SIGN, F&I GROUND MOUNT, 12-20 SF	AS		1	1	eighteen hundred dollars zero cents	\$ 1800.00	\$ 1800.00
0700 1 18	SINGLE POST SIGN, F&I GROUND MOUNT, IN-STREET FLEXIBLE POST SIGN	AS	8	8	16	three hundred twenty-three dollars zero cents	\$ 323.00	\$ 5168.00
0700 1 50	SINGLE POST SIGN, RELOCATE	AS	1	6	7	two hundred six dollars zero cents	\$ 206.00	\$ 1442.00
0700 1 60	SINGLE POST SIGN, REMOVE	AS	1	8	9	fifty dollars zero cents	\$ 50.00	\$ 450.00
0705 11 3	DELINEATOR, FLEXIBLE HIGH VISIBILITY MEDIAN	EA	11	15	26	two hundred thirty dollars zero cents	\$ 230.00	\$ 5980.00
0710 90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS	1		1	seven thousand five hundred dollars zero cents	\$ 7500.00	\$ 7500.00
0710 90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS		1	1	ten thousand three hundred dollars zero cents	\$ 10300.00	\$ 10300.00
0711 11123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	LF	480	752	1232	four dollars zero cents	\$ 4.00	\$ 4928.00
0711 11124	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18" FOR DIAGONALS AND CHEVRONS	LF	63	307	370	six dollars zero cents	\$ 6.00	\$ 2220.00
0711 11125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	101	294	395	eight dollars zero cents	\$ 8.00	\$ 3160.00
0711 11141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 GAP EXTENSION, 6"	GM	0.252	0.255	0.507	thirty-nine hundred dollars zero cents	\$ 3900.00	\$ 1977.30
0711 11160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	EA	2	3	5	one hundred dollars zero cents	\$ 100.00	\$ 500.00
0711 11170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	23	21	44	one hundred dollars zero cents	\$ 100.00	\$ 4400.00

**Contract 21-C-00022;
E/W Green Spine Cycle Track-Ph. 3B and 3C - Rebid**

Item No.	Description	Unit	3B. Quantity	3C Quantity	TOTAL Quantity	Unit Price in Words	Unit Price	Total Computed Price
0711 11224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAGONAL OR CHEVRON	LF	32	468	500	six dollars zero cents	\$ 6.00	\$ 3000.00
0711 14125	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" FOR CROSSWALK	LF	340	670	1010	twenty dollars zero cents	\$ 20.00	\$ 20200.00
0711 14160	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE	EA	18	17	35	two hundred eighty-four dollars zero cents	\$ 284.00	\$ 9940.00
0711 16101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	GM	0.394	0.662	1.056	ten thousand five hundred dollars zero cents	\$ 10500.00	\$ 11088.00
0711 16102	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 8"	GM	0.032	0.115	0.147	twenty thousand dollars zero cents	\$ 20000.00	\$ 2940.00
0711 16131	THERMOPLASTIC, OTHER SURFACES, WHITE, SKIP, 6", 10-30 SKIP OR 3-9 LANE DROP	GM		0.343	0.343	twenty-six hundred dollars zero cents	\$ 2600.00	\$ 891.80
0711 16201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	GM	0.469	0.194	0.663	ten thousand five hundred dollars zero cents	\$ 10500.00	\$ 6961.50
0711 16202	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 8"	GM		0.003	0.003	twenty thousand dollars zero cents	\$ 20000.00	\$ 60.00
0711 16231	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SKIP, 6"	GM	0.303	0.122	0.425	twenty-six hundred dollars zero cents	\$ 2600.00	\$ 1105.00
0630 2 11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	LF	10	150	160	thirty-one dollars zero cents	\$ 31.00	\$ 4960.00
0630 2 12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	LF	250	191	441	forty-eight dollars zero cents	\$ 48.00	\$ 21168.00
0632 7 2	SIGNAL CABLE-REPAIR/REPLACE/OTHER, FURNISH & INSTALL	LF	95	900	995	fifteen dollars zero cents	\$ 15.00	\$ 14925.00

**Contract 21-C-00022;
E/W Green Spine Cycle Track-Ph. 3B and 3C - Rebid**

Item No.	Description	Unit	3B. Quantity	3C Quantity	TOTAL Quantity	Unit Price in Words	Unit Price	Total Computed Price	
0635 2 11	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	EA	2	7	9	nineteen hundred dollars zero cents	\$ 1900.00	\$ 17100.00	
0646 1 11	ALUMINUM SIGNALS POLE, PEDESTAL	EA	2	4	6	twenty-nine hundred dollars zero cents	\$ 2900.00	\$ 17400.00	
0646 1 40	ALUMINUM SIGNALS POLE, RELOCATE	EA		4	4	nineteen hundred dollars zero cents	\$ 1900.00	\$ 7600.00	
0646 1 60	ALUMINUM SIGNALS POLE, REMOVE	EA		1	1	eight hundred eighty-five dollars zero cents	\$ 885.00	\$ 885.00	
0650 1 14	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 3 SECTION, 1 WAY	AS	4	4	8	sixteen hundred dollars zero cents	\$ 1600.00	\$ 12800.00	
0653 1 11	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 1 WAY	AS		2	2	one thousand thirty dollars zero cents	\$ 1030.00	\$ 2060.00	
0670 5400	TRAFFIC CONTROLLER ASSEMBLY, MODIFY	AS	1	2	3	one thousand eight hundred eighty dollars zero cents	\$ 1880.00	\$ 5640.00	
EX-0520 2 4	CONCRETE CURB, TYPE D	LF		160	160	seventy dollars zero cents	\$ 70.00	\$ 11200.00	
EX-0580 1 1	LANDSCAPE COMPLETE-SMALL PLANTS	LS		1	1	forty-five thousand dollars zero cents	\$ 45000.00	\$ 45000.00	
EX-0580 1 2	LANDSCAPE COMPLETE-LARGE PLANTS	LS		1	1	forty-five thousand dollars zero cents	\$ 45000.00	\$ 45000.00	
EX-0526 1 2	PAVERS, ARCHITECTURAL, SIDEWALK	SY		87	87	two hundred dollars zero cents	\$ 200.00	\$ 17400.00	
EX-SP13.01	SPECIAL FURNISHINGS	LS		1	1	forty-six thousand dollars zero cents	\$ 46000.00	\$ 46000.00	
EX-SP13.02	PRE-EMERGENT HERBICIDE	SY		142	142	six dollars zero cents	\$ 6.00	\$ 852.00	
EX-9910	ADJUST VALVE BOX (HEIGHT)	EA	2	15	15	one hundred forty-five dollars zero cents	\$ 145.00	\$ 2175.00	
EX-0425 5	MANHOLE, ADJUST	EA	4	8	12	six hundred dollars zero cents	\$ 600.00	\$ 7200.00	
							\$	\$	
							Total Computed Price Phase 3B and Phase 3C		\$ 4,419,634.42

Contract 21-C-00022; E/W Green Spine Cycle Track - PH 3B from 7th Ave to 13th Ave - ReBid
and E/W Green Spine Cycle Track - PH 3C from 13th Ave to 21st Ave - ReBid

Computed Total Price in Words: four million four hundred nineteen thousand six hundred thirty-four
dollars and forty-two cents.

Computed Total Price in Figures: \$ 4,419,634.42

Bidder acknowledges that the following addenda have been received and that the changes covered by the addendum(s) have been taken into account in this proposal: #1 X #2 X #3 #4 #5 #6 #7 #8 .

Bidder acknowledges the requirements of the City of Tampa's Equal Business Opportunity Program.

Bidder acknowledges that it is aware of Florida's Trench Safety Act (Sections 553.60-553.64, Florida Statutes), and agrees that Bidder together with any involved subcontractors will comply with all applicable trench safety standards. Bidder further acknowledges that included in the various items of this Proposal and the total bid price (as applicable) are costs for complying with the Trench Safety Act. Bidder further identifies the costs and methods summarized below:

	Trench Safety Measure (Description)	Unit of Measure (LF, SY)	Unit Quantity	Unit Cost	Extended Cost
A.	trench box	LF	165	\$20	\$3300.00
B.					
C.					

Total Cost: \$ \$3300.00

Accompanying this Proposal is a certified check, cashier's check or Tampa Bid Bond (form included herein must be used) for at least five percent (5%) of the total amount of the Proposal which check shall become the property of the City, or which bond shall become forthwith due and payable to the City, if this Proposal shall be accepted by the City and the Bidder shall fail to enter into a binding contract with and to furnish the required Public Construction Bond to the City within twenty (20) days after the date of its receipt of written Notice of Award by the City so to do.

FAILURE TO COMPLETE THE ABOVE MAY RESULT IN THE PROPOSAL BEING DECLARED NON-RESPONSIVE

[SEAL]

Name of Bidder: Ajax Paving Industries of Florida, LLC

Authorized Signature: Christie Alvaro

Signer's Printed Name: Christie Alvaro

Signer's Title: Director of Estimating

STATE OF Florida

COUNTY OF Sarasota

For an entity: The forgoing instrument was sworn (or affirmed) before me this 1st day of November, 2023 by Christie Alvaro as Director of Estimating of Ajax Paving Industries of Florida, LLC, a/n Partnership Joint Venture LLC Corp Other: _____, on behalf of such entity. Such individual is personally known to me or produced a/n _____ state driver's license as identification.

For an individual: The forgoing instrument was sworn (or affirmed) before me this ___ day of _____, 20___ by _____, who is personally known to me or produced a/n _____ state driver's license as identification.

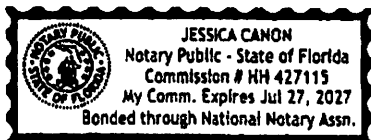
[NOTARY SEAL]

Notary Public, State of Florida

Notary Printed Name: Jessica Canon

Commission No.: _____

My Commission Expires: _____



TAMPA BID BOND
Contract 21-C-00022; E/W Green Spine Cycle Track - PH 3B from 7th Ave to 13th Ave - ReBid and
E/W Green Spine Cycle Track - PH 3C from 13th Ave to 21st Ave - ReBid

KNOW ALL MEN BY THESE PRESENTS, that we, Ajax Paving Industries of Florida, LLC

(hereinafter called the Principal) and Liberty Mutual Insurance Company

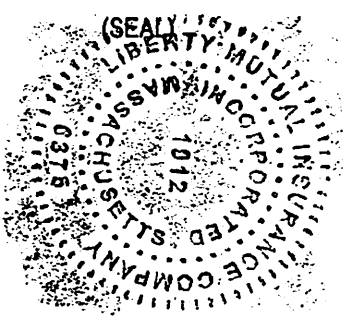
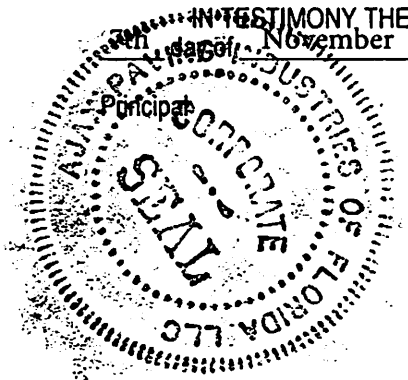
(hereinafter called the Surety) a Corporation chartered and existing under the laws of the State of Massachusetts, with its principal offices in the City of Boston, and authorized to do business in the State of Florida, are held and firmly bound unto the City of Tampa, a Municipal Corporation of Hillsborough County, Florida, in the full and just sum of 5% of the amount of the (Bid) (Proposal) good and lawful money of the United States of America, to be paid upon demand of the City of Tampa, Florida, to which payment will and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally and firmly these presents.

WHEREAS, the Principal is about to submit, or has submitted to the City of Tampa, Florida, a Proposal for the construction of certain facilities for the City designated Contract 21-C-00022, E/W Green Spine Cycle Track - PH 3B from 7th Ave to 13th Ave and E/W Green Spine Cycle Track - PH 3C from 13th Ave to 21st Ave - ReBid.

WHEREAS, the Principal desires to file this Bond in accordance with law, in lieu of a certified Bidder's check otherwise required to accompany this Proposal.

NOW, THEREFORE: The conditions of this obligation are such that if the Proposal be accepted, the Principal shall, within twenty (20) days after the date of receipt of written Notice of Award, execute a contract in accordance with the Proposal and upon the terms, conditions and price set forth therein, in the form and manner required by the City of Tampa, Florida and execute a sufficient and satisfactory Public Construction Bond payable to the City of Tampa, Florida in an amount of one hundred percent (100%) of the total contract price, in form and with security satisfactory to said City, then this Bid Bond obligation is to be void; otherwise to be and remain in full force and virtue in law, and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid City, upon demand, the amount thereof, in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this 21th day of November, 2023.



Ajax Paving Industries of Florida, LLC
BY Christie Adams
TITLE Director of Estimating
Liberty Mutual Insurance Company
BY Holly Nichols
TITLE Holly Nichols, Attorney-in-fact

Holly Nichols - W564989
Producing Agent
989 E. South Boulevard, Suite 200
Rochester Hills, MI 48307
Producing Agent's Address

Guy Hurley, LLC
Name of Agency

The addition of such phrases as "not to exceed" or like import shall render the (Bid) (Proposal) non-responsive.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8198086-013068

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Anne Barick; Holly Nichols; Jason Rogers; Mark Madden; Michael D. Lechner; Nicholas Ashburn; Paul M. Hurley; Richard S. McGregor; Robert D. Heuer

all of the city of Rochester Hills state of MI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of November, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company
By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 30th day of November, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7th day of November, 2018.



By: Renee C. Llewellyn, Assistant Secretary



Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Bid or Proposal Non-Responsive

**Page 1 of 4 – DMI Solicited/Utilized Schedules
City of Tampa – Schedule of All Solicited Sub-(Contractors/Consultants/Suppliers)
(FORM MBD-10)**

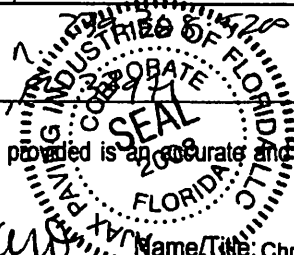
Contract No.: 21-C-00022 Contract Name: E/W Green Spine Cycle Track – PH 3B from 7th Ave to 13th Ave and E/W Green Spine Cycle Track – PH 3C from 13th Ave to 21st Ave – ReBid
 Company Name: Ajax Paving Industries of Florida, LLC Address: One Ajax Drive, North Venice FL, 34275
 Federal ID: 26-1871966 Phone: 941-486-3600 Fax: 941-486-3500 Email: FLEstimate@ajaxpaving.com

Check applicable box(es). Detailed Instructions for completing this form are on page 2 of 4.

- No Firms were contacted or solicited for this contract.
- No Firms were contacted because: _____
- See attached list of additional Firms solicited and all supplemental information (List must comply to this form)
 Note: Form MBD-10 must list ALL subcontractors solicited including Non-minority/small businesses

NIGP Code Categories: Buildings = 909, General = 912, Heavy = 913, Trades = 914, Architects = 906, Engineers & Surveyors = 925, Supplier = 912-77

S = SLBE W=WMBE O = Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade or Services NIGP Code (listed above)	Contact Method L=Letter F=Fax E=Email P=Phone	Quote or Response Received Y/N
O	ROLHARD 171 S. GRANGE AVE #150 ORLANDO FL 32801 310.467.3502	CM	ADA MATS	E	Y
W	SUNBEL SOD 819 9TH ST NE PUSHKIN FL 33570 813.645.7263	CF	SOD + LANDSCAPE	E	Y
W	BLACKROCK MILLING 2011 WEST CLEVELAND ST. S RE A TAMPA FL 33606 813.251.1188	CF	MILLING	E	Y
S	TTC 12814 SANDUS CLOUD CIRCLE #103 TAMPA FL 33635 813.270.4241	Am	GL	E	Y
O	TCP 5514 CARWACK RD TAMPA FL 33610 813.621.8484	CF	SEWER & SOLIDAR	E	Y
S	KLEINGERS 2363 FIRST AVE # 1. ST. PETER FL 33714 727.576.2877	CM	SURVEY	E	Y
O	MST 508 WEN AVE N LEHIGH ACRES FL 33971 407.420.4200	CM	STRIPING	E	Y



It is hereby certified that the information provided is an accurate and true account of contacts and solicitations for sub-contracting opportunities on this contract.

Signed Christie Alvaro Name/Title: Christie Alvaro, Director of Estimating Date: November 1, 2023

Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Bid or Proposal Non-Responsive

Forms must be included with Bid / Proposal



Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Bid or Proposal Non-Responsive

**Page 3 of 4 – DMI Solicited/Utilized Schedules
City of Tampa – Schedule of All To-Be-Utilized Sub-(Contractors/Consultants/Suppliers)
(FORM MBD-20)**

Contract No.: 21-C-00022 Contract Name: E/W Green Spine Cycle Track – PH 3B from 7th Ave to 13th Ave and E/W Green Spine Cycle Track – PH 3C from 13th Ave to 21st Ave – ReBid
 Company Name: Ajax Paving Industries of Florida, LLC Address: One Ajax Drive, North Venice FL, 34275
 Federal ID: 26-1871966 Phone: 941-486-3600 Fax: 941-486-3500 Email: FLEstimate@ajaxpaving.com

Check applicable box(es). Detailed Instructions for completing this form are on page 4 of 4.

- See attached list of additional Firms Utilized and all supplemental information (List must comply to this form)
 Note: Form MBD-20 must list ALL subcontractors To-Be-Utilized including Non-minority/small businesses
- No Subcontracting/consulting (of any kind) will be performed on this contract.
- No Firms are listed to be utilized because: _____

NIGP Code General Categories: Buildings = 909, General = 912, Heavy = 913, Trades = 914, Architects = 906, Engineers & Surveyors = 925, Supplier = 912-77

Enter "S" for firms Certified as Small Local Business Enterprises, "W" for firms Certified as Women/Minority Business Enterprise, "O" for Other Non-Certified

S = SLBE W = WMBE O = Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic Am. AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade, Services, or Materials NIGP Code Listed above	\$ Amount of Quote. Letter of Intent (LOI) if available	Percent of Scope or Contract %
O	ROLAND 171 S. ORANGE AVE #1500 ORLANDO FL 32801 30.467.3502	CM	ADA WATS	E	Y
W	SUMBERT SOD 819 9TH ST NE RUSKIN FL 33570 813.645.7263	CP	ROAD & LANDSCAPE	E	Y
W	BLACK ROCK MILLING 2011 WEST CLEVELAND ST STE A TAMPA FL 33606 813.251.1188	CP	MILLING	E	Y
S	TTG 12814 SADDLE CREEK LANE #103 TAMPA FL 33635 813.270.4241	HM	QC.	E	Y
O	TCP 5514 CARMARK RD TAMPA FL 33610 813.621.8484	CP	SIGNALS	E	Y
S	KLEIN GEP 2363 1ST AVE N. ST PETERS 33714 727.576.2877	CM	SURVEY	E	Y
O	MIGRANT 508 OWEN AVE N. LEHIGH ALBERT FL 33921 739.368.5200	CM	STREPAK	E	Y

Total ALL Subcontract / Supplier Utilization \$ 565,000
 Total SLBE Utilization \$ 15,000
 Total WMBE Utilization \$ 115,000
 Percent SLBE Utilization of Total Bid/Proposal Amt. 0.4% Percent WMBE Utilization of Total Bid/Proposal Amt. 3%

It is hereby certified that the following information is a true and accurate account of Utilization for sub-contracting opportunities on this Contract.

Signed: Christie Alvaro Name/Title: Christie Alvaro, Director of Estimating Date: November 1, 2023

Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Bid or Proposal Non-Responsive

Forms must be included with Bid / Proposal

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LAP CERTIFICATION OF CURRENT CAPACITY

525-010-46
PROGRAM MANAGEMENT
09/20
Page 1 of 2

CONFIDENTIAL per Ch 337.14(1) F.S.

For bids to be received on November 7, 2023
(Letting Date)

Fill in your FDOT Vendor Number VF <u>2 6 1 8 7 1 9 6 6 0 0 1</u> (Only applicable to FDOT pre-qualified contractors)

CERTIFICATE

I hereby certify that the amount of any proposal submitted by this bidder for the above letting does not exceed the amount of the Firm's CURRENT CAPACITY (maximum capacity rating less total uncompleted work).

The total uncompleted work as shown on
the "Status of Contracts on Hand" report (page 2) \$ 185,076,300.00

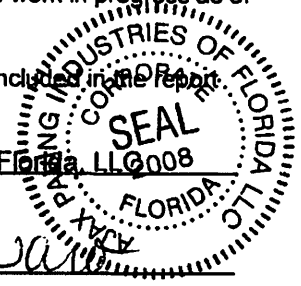
I further certify that the "Status of Contracts on Hand" report (page 2) was prepared as follows:

1. If the letting is before the 25th day of the month, the certificate and report reflect the uncompleted work as of the 15th day of the month, last preceding the month of the letting.
2. If the letting is after the 25th day of the month, the certificate and report reflects the uncompleted work in progress as of the 15th day of the month of the letting.
3. All new contracts (and subcontracts) awarded earlier than five days before the letting date are included in the report and charged against our total rating.

I certify that the information above is correct.

Sworn to and subscribed this 1st day
of November, 2023

Ajax Paving Industries of Florida, LLC
NAME OF FIRM
By: Christy Awan
Director of Estimating
Title



STATUS OF CONTRACTS ON HAND

(Furnish complete information about all your contracts, whether prime or subcontracts; whether in progress or awarded, but not yet begun; and regardless of whom contracted with.)

1	2	3	4	5		6
PROJECTS OWNER, LOCATION AND DESCRIPTION	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT	UNCOMPLETED AMOUNT TO BE DONE BY YOU		
				AS PRIME CONTRACTOR	AS SUBCONTRACTOR	
"Please See Attached Status of Contracts on Hand"						
NOTE: Columns 2 and 3 to show total contract (or subcontract) amounts. Column 4 to be difference between columns 2 and 3. Amount in columns 5 or 6 to be uncompleted portion of amount in column 4. All amounts to be shown to nearest \$100. The Contractor may consolidate and list as a single item all contracts which, individually, do not exceed 3% of total, and which, in the aggregate, amount to less than 20% of the total.	TOTALS			\$0.00	\$0.00	
	TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU (TOTAL COLUMNS 5 AND 6)				\$0.00 _____	



The Future is Riding on Ajax.™

State of Florida Department of Transportation (Status of Contracts on Hand)

11/1/2023 7:00:07 AM

Contractor Name: Ajax Paving Industries of Florida, LLC
 Address: One Ajax Drive, North Venice, FL 34275

All 'Active' Projects (Owner, Location and Desc)	Contract (or) Subcontract Amt	Amt Sublet to Others	Balance of Contract Amt	Uncompleted Amounts	
				As Prime Contractor	As Subcontractor
*** Total Private Projects ***	\$17,341,700.00	\$10,353,200.00	\$6,988,600.00	\$2,566,500.00	\$2,338,100.00
IFB-ML-19055 - 2018-19 Mill & Resurface E of US 41 (MASTER) (30119- 04)	\$6,375,500.00	\$0.00	\$6,375,500.00	\$6,375,500.00	\$0.00
Ajax-E1R87 Design Builid I-75(SR 93) @ US 301 Interchange Man (104021-)	\$58,135,300.00	\$41,955,800.00	\$16,179,500.00	\$6,706,800.00	\$0.00
T1858-441560-1-52-01 - D122043B - SR 681 US 41 to I-75 Saras (107623-)	\$6,892,200.00	\$2,125,700.00	\$4,766,500.00	\$3,504,400.00	\$0.00
22-TA004242DJ LOCKWOOD RIDGE REBASE & RESURFACE, UNIVERSITY (107723-)	\$9,377,700.00	\$5,295,200.00	\$4,082,500.00	\$384,600.00	\$0.00
E1S92 SR 43 (US 301) Manatee FPN 441534 (108722-)	\$4,999,800.00	\$2,900,000.00	\$2,099,900.00	\$188,300.00	\$0.00
2022-07 HURRICANE IAN - City Of Arcadia (109023-)	\$1,351,200.00	\$459,100.00	\$892,100.00	\$416,500.00	\$0.00
E1V10-441550-SR 45(US 41) N of Port Commons to State College (109223-)	\$14,459,300.00	\$4,914,800.00	\$9,544,400.00	\$9,374,900.00	\$0.00
CONSTRUCTION OF TAXIWAY CHARLIE AND FOXTROT REHABILITATION (109622-)	\$6,099,500.00	\$3,043,900.00	\$3,055,700.00	\$385,400.00	\$0.00
E1U97-447896-SR 789 -Longboat Club to SR 64 Manatee/Sarasota (110022-)	\$3,990,000.00	\$2,191,400.00	\$1,798,600.00	\$1,436,100.00	\$0.00
Charlotte County - 2023 County Paving Program - 2023000348 (110623-)	\$13,820,500.00	\$2,983,900.00	\$10,836,500.00	\$9,868,100.00	\$0.00
H1200 TWO #01 I-75 At River Rd - Sarasota County (112023-)	\$108,100.00	\$47,100.00	\$61,100.00	\$200.00	\$0.00
RUNWAY 13-31 REHABILITATION (113223-)	\$3,730,600.00	\$863,500.00	\$2,867,100.00	\$2,867,100.00	\$0.00
H1108 - TWO #21 - SR 72 South of SR 70 (MP 10.72) Desoto Co (113322-)	\$555,800.00	\$102,900.00	\$452,800.00	\$127,200.00	\$0.00
H1108 - TWO #29 - SR 72 At Horse Creek Desoto County (114322-)	\$32,300.00	\$23,500.00	\$8,800.00	\$1,600.00	\$0.00
T1676 SR 45 (US 41) Lee 431313 (241218-)	\$19,757,800.00	\$13,772,500.00	\$5,985,300.00	\$316,400.00	\$0.00
T1789 SR 45 (US 41) Lee 436931 D120038B (257720-)	\$2,309,700.00	\$1,431,700.00	\$878,000.00	\$86,600.00	\$0.00
Cape Coral Parkway Eastbound Turn Lane Extension At Del Prad (263721-)	\$217,100.00	\$121,300.00	\$95,800.00	\$1,200.00	\$0.00
T1834 SR 93 (I-75) Collier 446320 D121090B (269822-)	\$4,147,500.00	\$1,744,300.00	\$2,403,100.00	\$180,900.00	\$0.00
City Of Ft Myers RFQ #0007-21 Paving & Drainage Repairs (271322-)	\$591,700.00	\$99,600.00	\$492,100.00	\$27,900.00	\$0.00
T1815 SR 45 (US 41) Lee 444640 D121099B (271522-)	\$9,881,000.00	\$4,825,300.00	\$5,055,600.00	\$2,384,000.00	\$0.00
FY2023 Bridge Repair & Re-Paving Project (272222-)	\$313,800.00	\$92,500.00	\$221,300.00	\$12,800.00	\$0.00
Taxiway D Reconstruction (272422-)	\$9,641,800.00	\$2,549,900.00	\$7,092,000.00	\$680,900.00	\$0.00
RSW REHABILITATION OF ROADS - PROJECT 1 (272622-)	\$13,414,900.00	\$9,183,200.00	\$4,231,700.00	\$2,479,900.00	\$0.00
H1108 - TWO #32 - SR 865 San Carlos Blvd Lee 451802 (272722-)	\$22,700.00	\$3,300.00	\$19,500.00	\$800.00	\$0.00
REHAB OF AIRSIDE PAVEMENTS AT PAGE FIELD AIRPORT AREA A (272822-)	\$5,998,100.00	\$2,847,600.00	\$3,150,600.00	\$3,341,700.00	\$0.00
H1108 - TWO #66 - SR 681 N of US 41 Sarasota 451800 (272922-)	\$385,300.00	\$35,000.00	\$350,300.00	\$111,500.00	\$0.00
H1108 - TWO #55 - I-75 NB At MP 2.13 Sarasota 451800 (273122-)	\$26,800.00	\$1,100.00	\$25,700.00	\$4,500.00	\$0.00
G0W99 Curve Safety Imp CR 835 Hendry 438372 D117112B (273222-)	\$4,765,800.00	\$2,156,400.00	\$2,609,400.00	\$1,301,800.00	\$0.00
E1V61 SR 25 (US 27) Hendry 446228 (273522-)	\$5,208,700.00	\$1,449,300.00	\$3,759,400.00	\$3,415,100.00	\$0.00



The Future is Riding on Ajax.

State of Florida Department of Transportation
(Status of Contracts on Hand)

11/1/2023 7:00:07 AM

Table with 6 columns: Project Name, Budget, Actual, Encumbrance, Balance, and Status. Rows include various road construction and maintenance projects such as H1128 TWO 01 I-75 At Jacaranda Blvd, H1108 - TWO #54 - US 17 Washout, and CONSTRUCTION OF UNIMPROVED ALLEYS.



The Future is Riding on Ajax.

State of Florida Department of Transportation
(Status of Contracts on Hand)

11/1/2023 7:00:07 AM

Table with 6 columns: Project Name, Budget, Obligation, Encumbrance, Available, and Balance. Lists various transportation projects such as Bledsoe Loop, Wishing Well, Lancelot Loop, etc.



The Future is Riding on Ajax.

State of Florida Department of Transportation
(Status of Contracts on Hand)

11/1/2023 7:00:07 AM

Table with 6 columns: Contract Description, Budget, Approved, Obligated, Encumbered, and Balance. Rows include various road resurfacing and rehabilitation projects such as S 57th St - ITB 22664 Neighborhood Roadway Resurfacing, S 86th St - ITB 22664 Neighborhood Rdwy Resurfacing, and Mansfield Blvd-Pasco ROADWAY REHABILITATION AND REPAVING.



The Future is Riding on Ajax.

State of Florida Department of Transportation (Status of Contracts on Hand)

11/1/2023 7:00:07 AM

105/106 Public Utilities Renewal (277123-)	\$679,700.00	\$16,800.00	\$682,900.00	\$0.00	\$570,700.00
H1117 Sanibel Causeway Lee 451938 (278923-)	\$1,980,800.00	\$18,900.00	\$1,983,900.00	\$0.00	\$1,202,600.00
RSW Taxiway F Emergency Repairs (279423-)	\$262,600.00	\$89,700.00	\$192,900.00	\$0.00	\$182,900.00
Cleveland St Phase III (341921-)	\$444,700.00	\$84,000.00	\$380,700.00	\$0.00	\$84,500.00
TWO 8 E7R27 US 19 / SR 55 DBPB V-D7 (342221-)	\$153,600.00	\$12,500.00	\$141,000.00	\$0.00	\$26,600.00
TWO 10 E7R27 Independence Parkway WB - PBDB V - D-7 (342321-)	\$89,200.00	\$7,300.00	\$81,900.00	\$0.00	\$2,100.00
TWO 16 E7R27 Baker St. CO 8 (342621-)	\$34,200.00	\$8,000.00	\$26,200.00	\$0.00	\$0.00
TWO 9 E7R27 Roosevelt Blvd & 18th St N CO 5 (342721-)	\$26,500.00	\$7,200.00	\$19,300.00	\$0.00	\$3,000.00
TWO 26 E7R27 North Florida Ave CO 18 (343322-)	\$18,400.00	\$6,300.00	\$12,100.00	\$0.00	\$1,700.00
TWO 29 E7R27 SR 55 (US 19) CO 23 (343923-)	\$131,400.00	\$12,600.00	\$118,800.00	\$0.00	\$118,800.00
TWO 30 E7R27 Southbound SR 45 (US 41) CO 23 (344023-)	\$101,100.00	\$12,600.00	\$88,500.00	\$0.00	\$88,500.00
TWO 36 E7R27 SR 55 (US 19) CO 23 (344123-)	\$76,800.00	\$8,500.00	\$88,300.00	\$0.00	\$10,100.00
TWO 38-39 CO 26 - SR 39 E7R27 (344423-)	\$108,500.00	\$12,600.00	\$96,800.00	\$0.00	\$96,900.00
TWO 43 CO 27 - SR 55 (US 19) E7R27 (344523-)	\$74,500.00	\$12,600.00	\$81,900.00	\$0.00	\$81,900.00
E7R26 I-75 at MLK DB JV Self Performed w/Prince (346921-)	\$5,895,000.00	\$24,700.00	\$5,870,300.00	\$0.00	\$4,363,800.00
Brooksville Airport Taxiway "A" Rehab - 19-CG0119/BK (347122-)	\$504,000.00	\$18,000.00	\$488,000.00	\$0.00	\$56,000.00
E7O01 SR 50 FPN 442835-1-52-01 Hernando (348221-)	\$5,895,500.00	\$98,400.00	\$5,797,100.00	\$0.00	\$4,815,900.00
E8T83- Suncoast II (SR 589) SR 44 To CR 466 (362123-)	\$8,432,700.00	\$127,400.00	\$8,305,200.00	\$0.00	\$8,305,200.00
USCG Clearwater - LOX Phase II #23.001 (362823-)	\$987,900.00	\$447,100.00	\$520,700.00	\$0.00	\$243,900.00
T7507 - SR 93 (I-275) - Pinellas (364423-)	\$1,048,500.00	\$71,200.00	\$977,300.00	\$0.00	\$977,300.00
E1V34 US 41 At I-275 FPN 449720 Manatee - FAP D122023B (365123-)	\$139,400.00	\$8,500.00	\$130,800.00	\$0.00	\$130,800.00
T1754 SR 25 (US 27) Polk 419243 D119037B (400020-)	\$4,907,300.00	\$87,000.00	\$4,840,300.00	\$0.00	\$884,800.00
FPN 438018 (E8R82) Polk Parkway D/B - Ranger (402122-)	\$10,645,600.00	\$229,100.00	\$10,418,500.00	\$0.00	\$2,417,100.00
			Government Total	\$142,624,800.00	\$37,546,900.00
			Combined Government Total:		\$180,171,700.00
			Total Private Work:		\$4,904,600.00
			Total Status of Contracts On Hand:		\$185,076,300.00

Note: Columns 2 and 3 to show total contract (or subcontract) amounts. Column 4 to be difference between columns 2 and 3. Amount in columns 5 and 6 to be uncompleted portion of amount in column 4. All amounts to be shown to nearest \$100. The Contractor may consolidate and list as a single item all contracts which, individually, do not exceed 3% of total, and which, in the aggregate, amount to less than 20% of the total.

**CERTIFICATION
COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY (EEO)
PROVISIONS ON FEDERAL AID CONTRACTS**

FIN PROJECT I.D. 439476-3-58-01
439476-4-58-01

DATE November 1, 2023
CONTRACT NO. 21-C-00022

Ajax Paving Industries of Florida, LLC . prime contractor

for the above referenced contract, hereby certifies that this company and all of its subcontractors have made every Good Faith Effort to comply with the EEO provisions of FHWA Form-1273 (Section II. Nondiscrimination and Section III. Nonsegregated facilities) on this contract

Exception:

The following subcontractor(s) have been found to be in noncompliance with the provisions stated above. Attached is notification sent to the respective subcontractor(s) explaining their noncompliance with these provisions.

Subcontractor Name _____

Subcontractor Name _____

Street Address _____

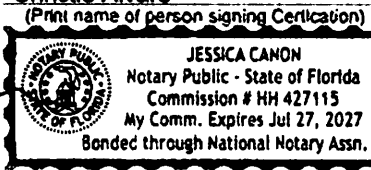
Street Address _____

City/State/Zip _____

City/State/Zip _____

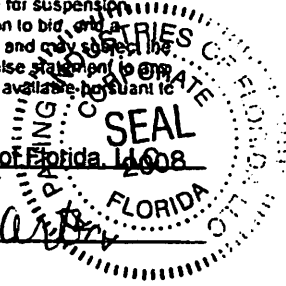
State of Florida
County of Sarasota
Sworn to and subscribed before me this 1st day
of November, by Christie Alvaro

[Signature]
Notary Public



A false statement or omission made in connection with this certification is sufficient cause for suspension, revocation, or denial of qualification to bid, and a determination of nonresponsibility, and may subject the person and/or entity making the false statement to civil and all civil and criminal penalties available pursuant to applicable Federal and State law.

Ajax Paving Industries of Florida, LLC
Contractor
[Signature]
By _____



Commission Expires _____
Personally Known: OR Produced Identification
Type of Identification Produced N/A personally known

Director of Estimating
Title

Instructions:

- 1 Attach copy of any notifications of noncompliance sent to each applicable subcontractor
- 2 List the subcontractors found not in compliance at the time of this certification
- 3 A separate certification is required for each contract
- 4 To be signed by an officer or director of the Contractor with the authority to bind the Contractor and notarized
- 5 To avoid delay in payment, certification must be submitted to the Project Engineer no later than the Friday before the monthly estimate cutoff date (generally the 3rd Sunday of the month).

**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES
ON FEDERAL-AID CONTRACTS
(Compliance with 49CFR, Section 20.100 (b))**

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: Ajax Paving Industries of Florida, LLC



By: Christie Alvaro Date: November 1, 2023 Authorized Signature

Title: Director of Estimating

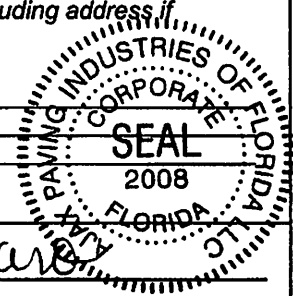
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
PROCUREMENT
02/16

Is this form applicable to your firm?
YES NO

If no, then please complete section 4
below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: <u>Ajax Paving Industries of Florida, LLC</u> <u>One Ajax Drive, North Venice FL, 34275</u> _____ Congressional District, if known: 4c _____	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, if known: _____	
6. Federal Department/Agency: _____ _____	7. Federal Program Name/Description: _____ _____ CFDA Number, if applicable: _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): _____ _____ _____	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): _____ _____ _____	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: <u>Christie Alvaro</u> Print Name: <u>Christie Alvaro</u> Title: <u>Director of Estimating</u> Telephone No.: <u>941-486-3600</u> Date (mm/dd/yyyy): <u>11/01/2023</u>	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)



INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**NON-COLLUSION DECLARATION AND
COMPLIANCE WITH 49 CFR § 29**

575-060-13
RIGHT OF WAY
05/01
Page 1 of 3

ITEM/SEGMENT NO.: _____
F.A.P. NO.: _____
MANAGING DISTRICT: _____
PARCEL NO.: _____
COUNTY OF: _____
BID LETTING OF: November 7, 2023

I, Christie Alvaro, hereby declare that I am
(NAME)
Director of Estimating of Ajax Paving Industries of Florida, LLC
(TITLE) (FIRM)
of North Venice, Florida
(CITY AND STATE)

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this State Project.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.
3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.
8. As required by Section 337.165, Florida Statutes, the firm has fully informed the Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(1)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action. Providing false information may result in criminal prosecution and/or administrative sanctions.)

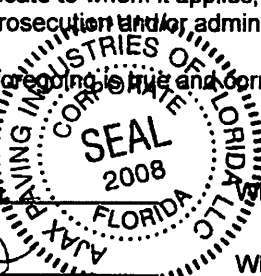
I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR:

(Seal)

BY: Christie Alvaro, Director of Estimating
NAME AND TITLE PRINTED

BY: Christie Alvaro
SIGNATURE



WITNESS: Jessie Gustin

WITNESS: Kara Coggin

Executed on this 1st day of November, 2023

**FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT
MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE**

REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors and other lower tier participants.

- Appendix B of 49 CFR Part 29 –

Appendix B—Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION-
LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS**
(Compliance with 2 CFR Parts 180 and 1200)

375-030-32
PROCUREMENT
11/15



I hereby certify that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: Ajax Paving Industries of Florida, LLC

By: Christie Alvaro Christie Alvaro

Date: November 1, 2023

Title: Director of Estimating

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

375-040-18
PROCUREMENT
03/17

287.087 Preference to businesses with drug-free workplace programs. —Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?

YES

NO

NAME OF BUSINESS: Ajax Paving Industries of Florida, LLC

CORPORATE SUBSTANCE ABUSE **PROGRAM**

STATEMENT OF POLICY

This Company has legal responsibility to comply with the United States Department of Transportation's (US DOT) regulations regarding the testing of Company employees. To accomplish that end, the Company cannot condone and will not tolerate any of the following behaviors by its employees:

- A. Use of illicit drugs.
- B. Abuse of legal drugs (prescription or over-the-counter).
- C. Abuse of alcohol
- D. Sale, purchase, transfer or use or possession of illegal drugs or prescription drugs obtained illegally.
- E. Arrival for work under the influence of drugs or alcohol.

Should any of these above-mentioned behaviors be detected, the Company will terminate the employee.

The testing of an employee's urine for drugs is an effective mean to identify those in need of treatment or disciplinary action. However, the urine testing program is intended to supplement, not replace, other means of drugs or alcohol detection



Michael A. Horan
Chief Executive Officer



Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
 See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Ajax Paving Industries of Florida, LLC	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <u> P </u> <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. One Ajax Drive	Requester's name and address (optional)
6 City, state, and ZIP code North Venice, FL 34275	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
[][][] - [][] - [][][][][]	
or	
Employer identification number	
[][][] - [][][][][]	
2 6 - 1 8 7 1 9 6 6	

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ <u> 1/4/23 </u>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CONTRACTOR'S COMPANY WIDE EEO REPORT

1. REPORT FOR PAY PERIOD INCLUDING: March 20th <input type="checkbox"/> June 20th <input type="checkbox"/> September 20th <input checked="" type="checkbox"/> December 20th <input type="checkbox"/> YEAR: 2023	2. NAME AND FLORIDA HOME OFFICE ADDRESS Ajax Paving Industries of Florida, LLC One Ajax Drive North Venice, FL 34275 3. FEID # OR FDOT VENDOR # 26-1871966
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

4. FLORIDA CONSTRUCTION EMPLOYMENT

Job Categories	TABLE A																		TABLE B		
	Total Employees		Total Minorities		Black (not of Hispanic Origin)		Hispanic		American Indian or Alaska Native		Asian		Native Hawaiian or Other Pacific Islander		Two or more races		White (not of Hispanic Origin)		On-The-Job Trainees (OJT)		
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	
Officials (Managers)	41	8	5	1	1	1	4	0	0	0	0	0	0	0	0	0	0	36	7		
Supervisors	36	1	7	0	4	0	3	0	0	0	0	0	0	0	0	0	0	29	1		
Foreman/Women	55	0	22	0	10	0	12	0	0	0	0	0	0	0	0	0	0	33	0		
Administrative Support	17	30	3	7	1	1	2	4	0	0	0	2	0	0	0	0	0	14	23		
Equipment Operators	93	2	54	1	29	0	25	1	0	0	0	0	0	0	0	0	0	39	1	4	0
Mechanics	12	0	3	0	1	0	2	0	0	0	0	0	0	0	0	0	0	9	0	0	0
Truck Drivers	91	5	38	3	11	1	24	2	2	0	0	0	0	0	0	1	0	53	2	0	0
Ironworkers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Carpenters	2	0	2	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cement Masons	10	0	10	0	3	0	7	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Electricians	2	0	1	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	0	0	0
Pipefitters, Plumbers	3	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0
Painters	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers Semi-Skilled	29	5	10	2	2	1	8	1	0	0	0	0	0	0	0	0	0	19	3	3	1
Laborers Unskilled	58	5	38	4	21	2	16	2	0	0	0	0	0	0	0	1	0	20	1		
Totals	449	56	194	18	85	6	105	10	2	0	0	2	0	0	2	0	255	38			

TABLE C																		OJT Totals				
																		M	F			
On-The-Job Trainees (OJT)																					7	1

5. IF ANY EMPLOYEES REPORTED IN 'TABLE A' ARE APPRENTICES, NAME OF THE PROGRAM, JOB CATEGORY, COUNT, RACE & SEX.

**6. SUMMARIZE ALL HIRES FOR THE REPORTING PERIOD BY JOB CATEGORY, RACE, SEX (USE ADDITIONAL SHEET IF NEEDED).
NEW HIRE REPORTING PERIODS ARE: JAN 1 - MAR 30 OR APR 1 - JUN 30 OR JULY 1 - SEP 30 OR OCT 1 - DEC 31**

	Printed Name: First/Last	Email Address	Phone	Signature	Date
7. PREPARER	Linda Bailey	lbailey@ajaxpaving.com	941.486.3600	<i>Linda Bailey</i>	7/14/2023
8. REVIEWER					



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwanee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT, P.E.
SECRETARY

11/11/2021

RE: DBE AFFIRMATIVE ACTION PLAN APPROVAL

The Disadvantaged Business Enterprise Affirmative Action Plan submitted by:

AJAX PAVING INDUSTRIES OF FLORIDA LLC

has been approved for a period of three years. Please update and submit a new plan before the expiration date shown below. If you do not plan to work on any Florida Department of Transportation Projects, it will not be necessary for you to submit a new plan.

If you need any additional information, please contact me at (850) 414-4747.

Sincerely,

Stefan Kulakowski
State Contract Compliance Administrator
Equal Opportunity Office

AFFIRMATIVE ACTION PLAN EXPIRATION: 11/11/2024

This plan is one of the requirements to bid on contracts for the Florida Department of Transportation. This is not approval for Unified Certification Program Disadvantaged Business Enterprise (UCP/DBE) Certification. For additional information in becoming a DBE, contact the Certification Section at (850)414-4747.



**Ajax Paving
Industries of Florida, LLC**

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Ajax Paving Industries of Florida, LLC. hereafter referred to as "the Company" or "this Company" has adopted this policy and plan.

Date: November 9, 2021

By:

Signature

Corporate FEID No.: 26-1871966

Linda Bailey, EEO/DBE Officer

Printed name & title

DISADVANTAGED BUSINESS ENTERPRISE ('DBE') AFFIRMATIVE ACTION PLAN

POLICY STATEMENT

It is the policy of this Company that disadvantaged businesses, as defined by 49 CFR Part 26, Subpart D and implemented under Rule Chapter 14-78, F.A.C., shall have the opportunity to participate as subcontractors and suppliers on all contracts awarded by the Florida Department of Transportation (FDOT).

The requirements of Rule Chapter 14-78, F.A.C., shall apply to all contracts entered into between FDOT and the Company. Subcontractors and/or suppliers to the Company will also be bound by the requirements of Rule Chapter 14-78 F.A.C. and its subcontractors shall take all necessary and reasonable steps in accordance with Chapter 14-78, F.A.C., to ensure that disadvantaged businesses have the opportunity to compete and perform work contracted with FDOT. The Company and its subcontractors shall not discriminate on the basis of race, color, religion, national origin, disability, sex, or age in the administration of contracts with FDOT. The Company has designated and appointed a Liaison Officer to develop, maintain, and monitor the DBE Affirmative Action Plan implementation. The Liaison Officer will be responsible for disseminating this policy statement throughout the Company and to disadvantaged controlled businesses. This statement is posted on notice boards of the Company.

I. DESIGNATION OF LIAISON OFFICER

The Company will aggressively recruit disadvantaged businesses as subcontractors and suppliers for all contracts with FDOT. The Company has appointed a Liaison Officer to develop and maintain this Affirmative Action Plan in accordance with the requirements of Rule Chapter 14-78, F.A.C. The Liaison Officer will have primary responsibility for developing, maintaining, and monitoring the Company's utilization of disadvantaged subcontractors in addition to the following specific duties:

- (1) The Liaison Officer shall aggressively solicit bids from disadvantaged business subcontractors for all FDOT contracts;
- (2) The Liaison Officer will submit all records, reports, and documents required by FDOT, and shall maintain such records for a period of not less than three years, or as directed by any specific contractual requirements of FDOT.

The following individual has been designated Liaison Officer with responsibility for implementing the Company's affirmative action program in accordance with the requirements of FDOT.

DBE LIAISON OFFICER:	
NAME:	Linda Bailey
TITLE:	EEO/DBE Officer
EMAIL:	lbailey@ajaxpaving.com
ADDRESS:	One Ajax Drive, North Venice, FL 34275



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II. AFFIRMATIVE ACTION METHODS

In order to formulate a realistic Affirmative Action Plan, the Company has identified the following known barriers to participation by disadvantaged subcontractors, before describing its proposed affirmative action methods:

1. Lack of qualified disadvantaged subcontractors in our specific geographical areas of work;
2. Lack of certified disadvantaged subcontractors who seek to perform FDOT work;
3. Lack of interest in performing on FDOT contracts;
4. Lack of response when requested to bid;
5. Limited knowledge of FDOT plans and specifications to prepare a responsible bid.

In view of the barriers to disadvantaged businesses stated above, it shall be the policy of the Company to provide opportunity by utilizing the following affirmative action methods to ensure participation on the contracts with FDOT will:

1. Provide written notice to all certified DBE subcontractors in the geographical area where the work is to be subcontracted by the Company;
2. Advertise in minority focused media concerning subcontract opportunities with the Company;
3. Select portions of work to be performed by DBEs in order to increase the likelihood of meeting the state's goals (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation);
4. Provide adequate information about the plans, specifications, and requirements of the contract, not rejecting subcontractors without sound reasons based on a thorough investigation of their capabilities;
5. Waive requirements of performance bonds where it is practical to do so;
6. Attend pre-bid meetings held by FDOT to apprise disadvantaged subcontractors of opportunities with the Company;
7. Follow up on initial solicitations of interest to DBE subcontractors to determine with certainty whether the DBE company is interested in the subcontract opportunity.
8. Utilize FDOT's DBE Supportive Services providers for assistance in identifying and notifying DBE's of contracting opportunities.

The Company understands that this list of affirmative action methods is not exhaustive and will include additional approaches after having established familiarity with the disadvantaged subcontracting community and/or determined the stated approaches to be ineffective.

III. IMPLEMENTATION

The Company will make every effort to

1. Meet state goals by utilizing its affirmative action methods.
2. Express good faith by seeking to utilize DBE subcontractors where work is to be subcontracted.
3. Ensuring that contracted DBE's perform a commercially useful function as evidenced by their execution of a distinct element of work with its own workforce and the carrying out responsibilities by actually performing, managing and supervising the work involved

IV. REPORTING

The Company shall keep and maintain such records as are necessary to determine the Company's compliance with its DBE Affirmative Action Plan. The Company will design its record keeping system to indicate:

1. The number of DBE subcontractors and suppliers used by the Company, identifying the items of work, materials and services provided;
2. The efforts and progress being made in obtaining DBE subcontractors through local and community sources;
3. Documentation of all contracts, to include correspondence, telephone calls, newspaper advertisements, etc., to obtain DBE participation on all FDOT projects;
4. The Company shall comply with FDOT's requirements regarding payments to subcontractors including DBEs for each month (estimate period) in which the companies have worked.

V. DBE DIRECTORY

The Company will utilize the DBE Directory published by the FDOT



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EEO/AA POLICY & PLAN

PAGE 1 OF 6

Ajax Paving Industries of Florida, LLC.

hereafter referred to as 'the Company' or 'this Company' has adopted this policy and plan

Date: January 1, 2023

By: Linda Bailey, EEO Officer

EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION (EEO/AA) POLICY AND PLAN

EEO/AA POLICY STATEMENT

It is the policy of this Company to comply and cooperate to the fullest extent with all applicable regulations of the Equal Employment Opportunity Provisions of the Civil Rights Act of 1964, Executive Order 11246, the Rehabilitation Act of 1973 (29 U.S.C. 793), the Americans with Disabilities Act (ADA) of June 26, 1990 and the Vietnam Era Veterans Readjustment Assistance Act of 1972, all as amended. This policy pertains, as far as the responsibility of this Company is concerned, to any arrangement under which employees, including trainees, are selected for work.

It is the policy of this Company not to discriminate against any employee or applicant for employment because of race, religion, color, age, sex, and national origin, disabilities or Vietnam Era and Special Disabled Veterans status.

This Company will take affirmative action to assure an equal employment opportunity to all qualified persons, and that employees are treated equally during employment without regard to their race, religion, color, age, sex, national origin, disabilities, or Vietnam Era and Special Disabled Veteran's status. Such action shall include but not be limited to:

1. Employment, upgrading, demotion, or transfer.
2. Recruitment and recruitment advertising
3. Layoff or termination
4. Rate of pay or other forms of compensation
5. Selection for training, including apprenticeship, pre-apprenticeship and/or on-the-job training.

EEO OFFICER DUTIES

It is the policy of this Company to continuously maintain the appointment of an Equal Employment Opportunity Officer (EEO Officer). The name and contact information for the EEO Officer will be communicated along with this policy. The EEO Officer has responsibility for effectively administering and promoting an active program of equal employment opportunity.

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One Ajax Drive, North Venice, FL 34275

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EEO/AA POLICY & PLAN

PAGE 2 OF 6

The EEO Officer will coordinate the EEO efforts of superintendents, supervisors, foremen and others in the position of hiring personnel.

This Company's EEO Officer has the responsibility for effectively administering and promoting an active program of equal employment opportunity within the Company. The EEO Officer will make recommendations, where appropriate, to correct any deficiencies found in the Company's program. The EEO Officer will ensure that this policy and plan are being carried out.

EEO/AA PLAN

It is the policy of this Company that there not be any discrimination by virtue of race, religion, color, age, sex, national origin, disabilities or Vietnam Era and Special Veterans status, in the functions of hiring, placement, up-grading, transfer or demotion. In addition, there shall not be any discriminatory practices in recruitment, advertising, or solicitation for employment, rates of pay or other forms of compensation, selection for training including apprenticeship, layoff or termination, or treatment during employment. The Company has affirmative action obligations in the hiring of minorities, females, disabled and veteran's applicants.

We will not use goals, timetables or affirmative action standards to discriminate against any person because of their race, religion, color, age, national origin, disabilities, or Vietnam Era and Special Disabled Veteran's status.

This Company shall take specific affirmative actions to ensure equal opportunity. Our compliance with this policy and plan shall be based upon our efforts to achieve maximum results from our actions and we shall document our efforts fully. This Company will implement specific affirmative action steps, at least as extensive as the following actions to ensure equal employment opportunity:

1. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all times and in all facilities at which our employees are assigned to work. We shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out our obligations to maintain such a working environment.
2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when we have employment opportunities available, and maintain a record of the organization's responses.
3. Maintain a current file of the names, addresses and telephone number of each minority and females off-the-street applicant or female referral from a union and minority or female referrals from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. When applicable if such individual was sent to the Union hiring hall for referral and was not referred back to the Company by the union or, if referred, not employed by the Company, this shall be documented in the file with the reason therefore, along with whatever additional actions the Company may have taken.

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4. When applicable provide immediate written notification to the Director when the union or unions with which we have a collective bargaining agreement have not referred to us a minority person or woman sent by us, or when we have other information that the union referral process has impeded our efforts to meet our obligations.
5. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Company's employment needs, especially those programs funded or approved by the Department of Labor. We shall provide notice of these programs to the sources complied under "2" above.
6. Disseminate the company EEO policy notice by providing notice to the unions and training programs and requesting their cooperation in assisting us in meeting our EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
7. Review, at least annually, the Company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc. prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed and disposition of the subject matter.
8. Disseminate the Company EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media and providing written notification to and discussing the company EEO policy with other contractors and subcontractors with whom the company does or anticipates doing business.
9. Direct our recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to female recruitment and training organizations serving our recruitment area and our employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, we shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
10. We will encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth, both on the site and in other areas of our workforce.



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11. Validate all test and other selection requirements where there is an obligation to do so under 41 CFP Part 60-3.
12. Conduct at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to prepare for, through appropriate training, etc. such opportunities.
13. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory affect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and our obligations under these specifications are being carried out.
14. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilets and necessary changing facilities shall be provided to assure privacy between the sexes.
15. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
16. Conduct a review, at least annually, of all supervisors' adherence to and performance under the company EEO policies and affirmative action obligations.

RECORDS

This company will keep records to monitor all employment related activity to ensure that the company's EEO policy is being carried out. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates and changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed.

REPORTING OF COMPLAINTS

If at any time anyone feels he or she has been discriminated against because of sex, race, religion, color, age, national origin, disabilities or Vietnam Era and Social Disabled Veteran status, they should report this matter to the company EEO Officer whose name and contact information is communicated along with this policy.

The EEO Officer will investigate all complaints of alleged discrimination made to the company in connection with its contractual obligations. The EEO Officer will attempt to resolve such complaints, corrective actions to be taken and will then follow up on actions taken and their effect. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective actions shall include such other persons.

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EEO/AA POLICY & PLAN

PAGE 5 OF 6

Upon completion of each investigation, the EEO Officer will inform every complainant of all his or her avenues of appeal. The addresses shown below are such avenues for appeals.

Ajax EEO Officer Linda Bailey One Ajax Drive North Venice, FL 34275 (941) 486-3600 x4383	Florida Commission on Human Relations 2009 Apalachee Parkway, Tallahassee, FL 32303-4102 (850) 488-7082 or (800) 342-8170
U.S. Dept. of Labor, Regional Director Office of Federal Contract Compliance 61 Forsyth Street, SW, Room 7B-75 Atlanta, GA 30303 (404)-562-2424	U.S. Federal Highway Administration 545 John Knox Road Suite 200 Tallahassee, FL 32303 (850) 942-9650
U.S. Equal Employment Opportunity Commission Miami District Office One Biscayne Tower, Suite 2700 Miami, FL 33131 (800) 669-4000	U.S. Equal Employment Opportunity Commission Tampa District Office 501 East Polk Street, Suite 1020 Tampa, FL 33602 (800) 669-4000

end: EEO/AA Policy & Plan

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EEO OFFICE DESIGNATION: ACCOMPANYING EEO/AA POLCY & PLAN

PAGE 6 OF 6

Ajax Paving Industries of Florida, LLC has made the following designation in accordance with the EEO/AA Policy and Plan. Date: January 1, 2023 By: Linda Bailey

EQUAL EMPLOYMENT OPPORTUNITY OFFICER:

EEO OFFICER

NAME: Linda Bailey

ADDRESS: One Ajax Drive
North Venice, FL 34275

PHONE: (941) 486-3600 x4383

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Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

April 20, 2023

AJAX PAVING INDUSTRIES OF FLORIDA LLC
ONE AJAX DRIVE
NORTH VENICE, FLORIDA 34275-3624

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:

DRAINAGE, ELECTRICAL WORK, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, GUARDRAIL, HOT PLANT-MIXED BITUM. COURSES, INTERMEDIATE BRIDGES, MINOR BRIDGES, PORTLAND CEMENT CONCRETE ROADWAY PAVING, ROADWAY SIGNING, SIDEWALK, TRAFFIC SIGNAL, MILLING, UNDERGROUND UTILITIES (WATER & SEWER).

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2024**.

In accordance with Section 337.14(4), Florida Statutes, changes to Ability Factor or Maximum Capacity Rating will not take effect until after the expiration of the current certificate of prequalification (if applicable).

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:

[HTTPS://fdotwpl.dot.state.fl.us/ContractorPreQualification](https://fdotwpl.dot.state.fl.us/ContractorPreQualification)

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII:cg

Improve Safety, Enhance Mobility, Inspire Innovation

www.fdot.gov



July 13, 2023

RE: Principal: Ajax Paving Industries of Florida, LLC.

To Whom It May Concern:

The purpose of this letter is to advise you of the surety bond capacity and reputation of Ajax Paving Industries of Florida, LLC. We have had the continuing privilege of providing surety bonds for this company for more than 30 years.

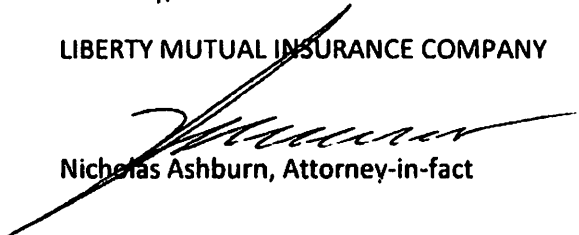
We write bonds for Ajax Paving Industries of Florida, LLC through Liberty Mutual Insurance Company and extend to them a surety line in excess of \$200,000,000 per single project and \$750,000,000 in aggregate. Liberty Mutual Insurance Company is licensed to do business in all states and has an A.M. Best Rating of "A" with a financial size of Class "XV". Liberty Mutual Insurance Company's Treasury Listing is \$1,762,981,000.

Ajax Paving Industries of Florida, LLC is a professionally managed organization with an excellent reputation. They have an experienced organization and are well financed. We recommend Ajax Paving Industries of Florida, LLC to you without reservation.

Upon the request of Ajax Paving Industries of Florida, LLC, we will be pleased to execute Performance and Payment Bonds. This letter is not an assumption of liability, nor is it a bid or performance bond. The surety reserves the right to review the file and contract terms and conditions for acceptance prior to the authorization or execution of any performance and payment bonds.

Sincerely,

LIBERTY MUTUAL INSURANCE COMPANY



Nicholas Ashburn, Attorney-in-fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8198086-013068

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Anne Barick, Holly Nichols, Jason Rogers, Mark Madden, Michael D. Lechner, Nicholas Ashburn, Paul M. Hurley, Richard S. McGregor, Robert D. Heuer

all of the city of Rochester Hills state of MI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of November, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY

On this 30th day of November, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows.

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13th day of July, 2023.



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/25/2023

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 Guy Hurley, LLC 989 E. South Boulevard Suite 200 Rochester Hills MI 48307		CONTACT NAME: Linda Weal PHONE (A/C No. Ext): (248) 519-1429 E-MAIL ADDRESS: lweal@ghbh.com		FAX (A/C No): (248) 519-1401	
INSURED Ajax Paving Industries of Florida, LLC One Ajax Drive North Venice FL 34275		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A: American Contractors Insurance Co RRG		12300	
		INSURER B: ACIG Insurance Company		19984	
		INSURER C: Continental Insurance Company		35289	
		INSURER D: Travelers Prop Casualty Co. A+XV		25674	
		INSURER E: Indian Harbor Insurance Company A+ XV		36940	
		INSURER F: National Fire Ins Co of Hartford AXV		20478	

COVERAGES **CERTIFICATE NUMBER: 23-24 Kara w Poll** **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	ADL INSD	SUBR WWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Coverage Included <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GL23A00094 GL23B00094 (GL Excess) GL23C00094 (GL Excess)	6/1/2023 6/1/2023 6/1/2023	6/1/2024 6/1/2024 6/1/2024	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COM/POP AGG \$ 10,000,000 \$
F	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BUA7015117321	6/1/2023	6/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			7014990214	6/1/2023	6/1/2024	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 <input checked="" type="checkbox"/> N	N/A	WCA000030723	6/1/2023	6/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional/Pollution Liab			CE07421287	6/1/2023	6/1/2024	Occurrence/Aggregate \$5,000,000
D	Inland Marine			QT6308A099255	6/1/2023	6/1/2024	Leased/Rented \$550,000

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

CERTIFICATE HOLDER	CANCELLATION
EVIDENCE OF COVERAGE	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 R McGregor/HLAROS

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AJAX PAVING INDUSTRIES OF FLORIDA, LLC.

CONSTRUCTION EXPERIENCE OF PRINCIPAL SUPERVISORY PERSONNEL

<u>INDIVIDUAL'S NAME</u>	<u>POSITION/OFFICE</u>	<u>TYPE OF WORK</u>	<u>YEARS</u>		
			<u>EXPERIENCE</u>	<u>CAPACITY</u>	
Michael A. Horan, P.E.	Chief Executive Officer, Manager	5,6,7,8,9,10	43		Civil Engineer/Manager
Vince Hafeli	President	5,6,7,8,9,10	34		Engineer/Manager
Natalie Woody, P.E.	Secretary/Treasurer	5,6,7,8,9,10	12		Enginner/Secretary/Treasurer
Scott Pittman, P.E.	VP of Operations - North Region	5,6,7,8,9,10	21		Civil Engineer/Manager
Andre DeCraene	VP of Operations - South Region	5,6,7,8,9,10	21		Engineer/Manager
Tom Daquanna	Construction Manager - Tampa	5,6,7,8,9,10	34		Engineer/Manager
Matt Horan	Area Manager - Sarasota	5,6,7,8,9,10	10		Civil Engineer/Project Manager
Matthew Desotell	Area Manager - Fort Myers	5,6,7,8,9,10	8		Civil Engineer/Project Manager
Joe Minich	Area Manager - Tampa	5,6,7,8,9,10	20		Civil Engineer/Estimator
Mike Woody	TPR Coordinator	5,6,7,8,9,10	6		Project Engineer
Mike Curle	Quality Control Manager - Asphalt	5,6,7,8,9,10	23		Quality Control Manager
John Savage	Project Manager	5,6,7,8,9,10	20		Quality Control Manager
Rusty Reynolds	Asphalt Plant Operations Manager	5,6,7,8,9,10	35		Asphalt Plant Operations Manager
Mickey Cox	General Manager - Plants and Materials	5,6,7,8,9,10	28		Asphalt Plant Operations Manager
Jim Price, P.E.	Project Manager	5,6,7,8,9,10	23		Civil Engineer/Project Manager
Dale Purcell	Construction Manager	5,6,7,8,9,10	24		Construction Manager
Jayson Brown, P.E.	Project Manager	5,6,7,8,9,10	12		Civil Engineer/Project Manager
Jason Prokopetz, P.E.	Project Manager	5,6,7,8,9,10	20		Civil Engineer/Project Manager
Mike Morgan, P.E.	Project Manager	5,6,7,8,9,10	34		Civil Engineer/Project Manager
Linda Bailey	EEO Officer	5,6,7,8,9,10	12		EEO Officer
Mandy Kustra	Safety Director	5,6,7,8,9,10	19		Safety Director
Eric Green	Safety Manager	5,6,7,8,9,10	14		Safety Manager
Bob Kern	Safety Manager	5,6,7,8,9,10	2		Safety Manager
Steve Ayers	Design Build Project Director	5,6,7,8,9,10	45		Engineer/Manager
Felipe Jaramillo, P.E.	Alternative Contracting Project Manager	5,6,7,8,9,10	17		Civil Engineer/Project Manager
Jerry Hunt	Construction Manager	5,6,7,8,9,10	42		Construction Manager
Garrett Fons	Construction Manager	5,6,7,8,9,10	21		Construction Manager
Roger Owens	Project Manager	5,6,7,8,9,10	35		Project Engineer
Nathan Hassler, P.E.	Project Manager	5,6,7,8,9,10	11		Project Engineer
Clayton Cross	Project Manager	5,6,7,8,9,10	18		Project Engineer
Chris Stewart	Project Superintendent	5,6,7,8,9,10	28		Foreman/Superintendent
Wally Cabral	Project Superintendent	5,6,7,8,9,10	40		Foreman/Superintendent
Ralph Bridger	Project Superintendent	5,6,7,8,9,10	43		Foreman/Superintendent
Joseph Dutton	Project Superintendent	5,6,7,8,9,10	29		Foreman/Superintendent
Brian Pittman	Asphalt Paving Superintendent	5,6,7,8,9,10	15		Foreman/Superintendent
Christie Alvaro, P.E.	Senior Estimator	5,6,7,8,9,10	22		Civil Engineer/Senior Estimator
Dave Reid	Senior Estimator	5,6,7,8,9,10	26		Senior Estimator

Type of Work:

- 5 Grading (Includes Clearing and Grubbing, Excavation and Embankment)
- 6 Drainage (All Storm Drains, Pipe Culverts, Culverts, etc.)
- 7 Flexible Paving (Includes Limerock, Shell Base and other Optional Base Courses, Soil-Cemented Base, Mixed-in-Place Bituminous Surface Treatments, and Stabilizing)
- 8 Portland Cement Concrete Paving
- 9 Hot Plant-Mixed Bituminous Structural and Surface Courses
- 10 Milling



**Ajax Paving
Industries of Florida, LLC**

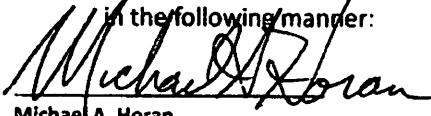
An Equal Opportunity Employer

One Ajax Drive • North Venice, FL 34275
Main: 941.486.3600 • Fax: 941.486.3500

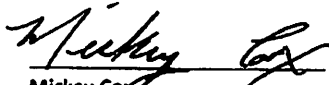
July 24, 2023

**RESOLUTION OF THE BOARD OF DIRECTORS OF
AJAX PAVING INDUSTRIES OF FLORIDA, LLC**

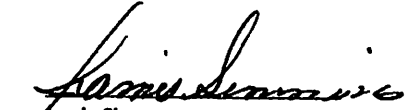
Resolved, that the following individuals are authorized to enter into contracts and sign bonds with all governmental agencies, municipalities, private developers, and contractors for work performed on behalf of **AJAX Paving Industries of Florida, LLC**. In addition, resolved, that the following individuals have written authorization to acknowledge receipt of payment by signature on an appropriate Partial, Conditional or Final Waiver, process the filling of a Claim of Lien, Notice of Non-Payment or Satisfaction of Lien according to the Mechanics Lien Law, or process the recovery of outstanding monies due, through the means of Small Claims Court on behalf of **AJAX Paving Industries of Florida, LLC**, authorized to transact business in the State of Florida in the following manner:



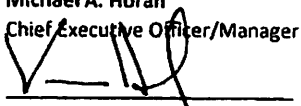
Michael A. Horan
Chief Executive Officer/Manager



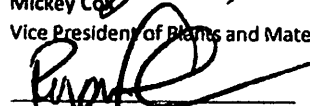
Mickey Cox
Vice President of Plants and Materials



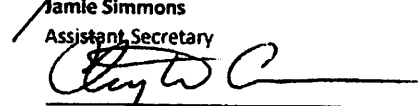
Jamie Simmons
Assistant Secretary



Vince Hafeli
President



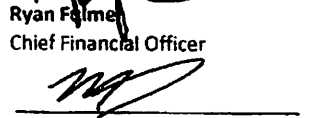
Ryan Palmer
Chief Financial Officer



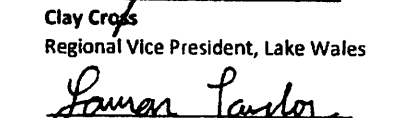
Clay Cross
Regional Vice President, Lake Wales



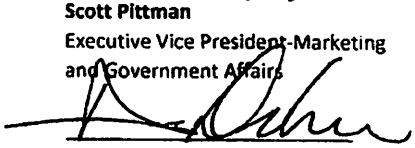
Scott Pittman
Executive Vice President - Marketing
and Government Affairs



Matt Desotell
Regional Vice President, Ft. Myers



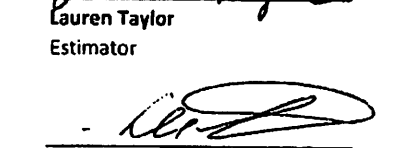
Lauren Taylor
Estimator



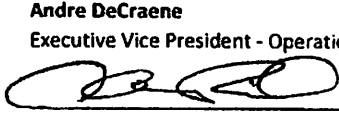
Andre DeCraene
Executive Vice President - Operations



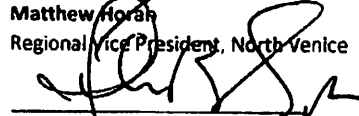
Matthew Horan
Regional Vice President, North Venice



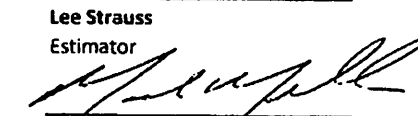
Lee Strauss
Estimator



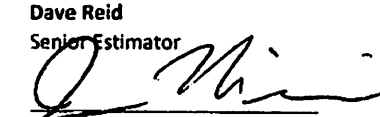
Dave Reid
Senior Estimator



John Savage
Director of Quality Control



Mark Miller
Estimator



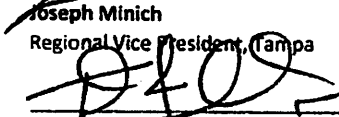
Joseph Minich
Regional Vice President, Tampa



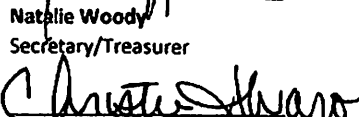
Natalie Woody
Secretary/Treasurer



Sharon Radford
Estimator



Felipe Jaramillo
Engineer Director



Christie Alvaro
Director of Estimating



Employment Eligibility Verification

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- Close Company Account
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- View Reports
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- View Essential Resources
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- View User Manual
- Share Ideas
- Contact Us

Company Information

Welcome
Ingrid Delaney

User ID

Last Login
01:31 PM - 01/11/2016

Log Out



Company Name: Ajax Paving Industries of Florida, LLC

[View / Edit](#)

Company ID Number: 390402

Doing Business As (DBA) Name:

DUNS Number: 032436479

Physical Location:

Address 1: One Ajax Drive

Address 2:

City: North Venice

State: FL

Zip Code: 34275

County: SARASOTA

Mailing Address:

Address 1:

Address 2:

City:

State:

Zip Code:

Additional Information:

Employer Identification Number: 261871966

Total Number of Employees: 100 to 499

Parent Organization:

Administrator:

Organization Designation:

Employer Category: None of these categories apply

NAICS Code: 237 - HEAVY AND CIVIL ENGINEERING CONSTRUCTION

[View / Edit](#)

Total Hiring Sites: 2

[View / Edit](#)

Total Points of Contact: 2

[View / Edit](#)

