

CONTRACT FOR COUNTY WIDE MISCELLANEOUS 2024

This Contract is made this 23rd day of August, 2024, by and between Hendry County, a political subdivision of the State of Florida, Post Office Box 2340, LaBelle, Florida 33975, hereinafter called "County", and AJAX PAVING INDUSTRIES OF FLORIDA, LLC, a Florida limited liability company, One Ajax Drive, North Venice, Florida 34275, hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter set forth:

1. Project: Contractor shall commence and furnish services for county wide miscellaneous paving located at various locations in Hendry County, in a manner consistent with industry standards and applicable laws, codes and customs according to the terms, conditions, plans, specifications and other requirements set forth herein and as specified or indicated in the Invitation to Bid #2024-07 and Addendums thereto, attached as Composite Exhibit "A", and Contractor's bid or quote, attached as Exhibit "B", hereinafter referred to as the "Project". Contractor shall furnish all of the materials, supplies, tools, equipment, labor and other services necessary for the completion of the Project described herein.

2. Contractor Qualified: Contractor represents and warrants that it is fully qualified to perform the services called for hereunder and possesses all State and local licenses necessary to perform the services called for hereunder. Prior to the execution of this Contract, Contractor has visited and inspected the Project site and the local conditions under which the Project is to be designed, constructed and operated, and Contractor has performed such tests, if any, as are necessary to determine the conditions under which the work will be performed, and Contractor accepts the conditions of the work site and has taken those conditions into account in entering into this Contract.

3. Time: Contractor will commence the work required by the Contract Documents within thirty (30) consecutive calendar days after the date of the Notice to Proceed and will substantially complete the Project within sixty (60) consecutive calendar days from the Notice to Proceed date and will reach final completion in accordance with the time frames set forth in Section 7. Time is of the essence of this Contract. The liquidated damages specified in Section 22 hereinbelow will be strictly enforced for Contractor's failure to complete the work in accordance with the schedules and timeframe set forth herein or such amended time as may be granted by the County in writing.

4. Surety Bonds: Contractor shall furnish separate performance and payment bonds to County. Each bond shall set forth a penal sum in an amount not less than the Contract Price. Each bond furnished by Contractor shall incorporate by reference the terms of the Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by Change Order executed by Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by Contractor shall be in form suitable to County and shall be executed by surety, or sureties, reasonably acceptable to County. Such bonds must conform with Section 255.05, Florida Statutes, and must remain in full force and effect for 12 months following the Project Final Completion date.

5. Contract Price: Contractor agrees to perform all of the work described in the Contract Documents for the satisfactory completion of the Project for the total sum of Two Hundred Fifty Seven Thousand Eight Hundred Twenty Eight Dollars and One Cent (\$257,828.01), said amount being the total of the unit prices. The Contract price shall not be increased in the total amount stated herein without a written change order executed by the County, notwithstanding increased quantities or conditions which may be needed to perform Contractor's obligations hereunder, nor shall the Contractor be entitled to any additional time or payment for time required for the submission and consideration of any such change order request. This paragraph shall not apply to work or services provided when required to alleviate an emergency condition not caused by the Contractor's actions or omissions.

6. No General Obligation: The County is not obligated to pay hereunder any sum of money in excess of the amount budgeted therefor in the budget for the current fiscal year. In the event the Project extends beyond the County's current fiscal year, the County will not be obligated to pay hereunder unless sufficient funds are included in the adopted budget(s) for that (those) fiscal year(s). The County will undertake good faith efforts to include sufficient funds in the adopted budget(s) for that (those) fiscal year(s). In no event shall any obligation of the County under this Contract be or constitute a pledge of the ad valorem taxing power of the County within the meaning of the Constitution of the State of Florida or any other applicable laws. Neither the Contractor nor any other party shall ever have the right to compel the exercise of the ad valorem taxing power of the County in any form on any real or personal property to pay the County's obligations or undertakings hereunder.

7. Payment: Payments will be made by the County from invoices submitted to the Hendry County Engineering Department, 99 E Cowboy Way, LaBelle, Florida 33935. Retainage of five percent (5%) will be withheld from all progress payments. When the Project is substantially complete, Contractor shall so notify the County's Public Work Director in writing. As used herein "substantial completion" means that all improvements depicted on the plans for the Project are complete and the improvements are ready for use. County will then make final inspection of the work within ten (10) days after receipt of the notice and develop a list of items required to render the Project complete, satisfactory and acceptable. The list shall be delivered to Contractor within five (5) days after the inspection was completed. Contractor shall correct the items on the list within thirty (30) days after delivery of the list and notify County when the corrections have been completed. County will then issue payment, provided that the following requirements have been met:

- A. The work was completed in accordance with the Contract;
- B. If a payment bond was provided, provision of Consent of Surety to final payment. If a payment bond was not provided, provision of an affidavit by Contractor identifying all subcontractors, laborers, or equipment or material suppliers who provided goods or services in connection with the Project and provision of separate releases of lien or lien waivers in form acceptable to County from each subcontractor, laborer, or equipment or material supplier; and

- C. Provision of all product warranties, operating manuals, instruction manuals and other record documents, drawings and things customarily required of a contractor, or expressly required herein as a part of or prior to Project closeout.

8. Payment Not a Waiver or Acceptance: No payment to Contractor, nor any use or occupancy of the Project by County, shall be interpreted or construed to constitute acceptance of any work not in strict compliance with the Contract, and Contractor expressly accepts the risk that defective work may not be detected (1) during any inspection by County, (2) prior to making of any payment to Contractor, or (3) before County's occupancy of the Project.

9. Claims of Subcontractors: All work performed hereunder shall be accomplished in a manner that will result in no liens, claims or encumbrances being imposed on the County's property or suits brought against the County. Contractor shall ensure prompt payment of all subcontractors and materialmen utilized by Contractor on the Project. In the event any materialman or subcontractor of Contractor should file any lien on the property of the County or otherwise file a claim against the County, Contractor shall obtain the release and satisfaction of the lien or claim within ten (10) days of its filing. Contractor shall be liable for any consequential damages to the County resulting from the filing of any lien or claim.

10. Contract Documents: The term "Contract Documents" means and includes the following, which are hereby incorporated by reference and made a binding part of this Contract:

- A. This Contract.

In the event of inconsistency or ambiguity among any of the Contract Documents, the documents shall control the others in the above order of priority.

11. Insurance:

A. Commercial General Liability: Contractor shall have and maintain throughout the duration of the Contract Commercial General Liability (CGL) Insurance with limits of at least \$500,000 each person/each occurrence. If such CGL insurance contains a general aggregate limit, the limit shall be at least \$1,000,000. Products and completed operations aggregate shall be no less than \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x,c,u) exposures, personal injury and advertising injury. Contractor's CGL insurance shall be primary with respect to County, and contribution may not be sought from any insurance held by the County.

B. Business Automobile Liability: Contractor shall have and maintain throughout the duration of the Contract Business Automobile Liability Insurance with limits of at least \$1,000,000 each person/each accident for bodily injury and property damage liability arising out of any auto (including owned, hired and non-owned autos). Contractual liability coverage shall be provided. Contractor's Business Automobile Liability insurance shall be

primary with respect to County, and contribution may not be sought from any insurance held by the County.

C. Workers Compensation: Unless exempt, Contractor shall have and maintain throughout the duration of the Contract Worker's Compensation Insurance in accordance with State law and Employer's Liability coverage with a limit of at least \$1,000,000 each accident, \$500,000 each employee, and \$500,000 policy limit for disease. In case any work is subcontracted, Contractor shall require each subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by Contractor.

D. Reserved.

E. Certificates of Insurance: All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. Hendry County must be named as an additional insured on all policies except Workers' Compensation. Contractor must provide valid certificates of insurance to the County for all policies. Contractor will be required to provide the County, as an additional insured, with thirty (30) days' written notice prior to the cancellation, modification or non-renewal of the policies.

12. Complete Agreement: This Contract, together with the Contractor's and Surety's performance and payment bonds for the Project, if any, constitute the entire and exclusive agreements between County and Contractor with reference to the Project. This Contract supersedes any and all prior documents, discussions, communications, representations, understandings, negotiations or agreements by and between the parties.

13. Assignment: This Contract may not be assigned except at the prior written consent of County, and if so assigned, shall extend and be binding upon the successors and assigns of Contractor.

14. Statutory Disclosures:

A. Public Entity Crime: As provided by Florida Statute 287.133(2)(a), a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or a public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Any person must notify the County within 30 days after a conviction of a public entity crime applicable to that person or to an affiliate of that person. By its execution hereof, Contractor certifies that neither it nor an affiliate is on the convicted vendor list.

B. Activities in Certain Countries: Pursuant to Florida Statute 287.135(2), the County does not contract with a company that is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statute 215.4725, or is engaged in a boycott of Israel. Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List and it is not participating in a boycott of Israel. The County may terminate this Contract if the Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

15. Reserved.

16. Administration of Contract: The Public Works Director shall administer this Contract for the County.

17. Notices: Any notices hereunder shall be provided by hand delivery, certified U.S. Mail (return receipt requested) or by a nationally-recognized delivery service (with proof of delivery) to the other Party in writing at the address specified in the opening paragraph hereof. Additionally, a corporate officer of Contractor or the on-site superintendent in charge of the Project are appropriate persons to receive notice on behalf of Contractor. All notices shall be effective upon receipt.

18. Binding Effect; Governing Law: The parties acknowledge that they have thoroughly read this Contract and have sought and received whatever legal advice as was necessary for them to form a full and complete understanding of all rights and obligations herein. The language of this Contract has been agreed to by both parties to express their mutual intent and no rules of strict construction shall be applied against either party hereto. This Contract shall be interpreted and governed according to the Laws of the State of Florida. Contractor submits to the jurisdiction of Florida courts over it. Venue for all actions involving this Contract shall be in Hendry County.

19. Amendments: No amendment or variation from the terms or conditions of this Contract shall be valid unless in writing and signed by the parties.

20. Indemnity: For and in consideration of receipt of \$10.00 and other good and valuable consideration, which is included in the amount paid to Contractor in Section 5, Contractor shall indemnify and hold harmless County and its officers and employees from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract.

21. Contractor to Repair Property Damage Caused by the Contractor: Contractor agrees to promptly repair and/or replace, or cause to have repaired and/or replaced, at its sole cost and expense and in a manner acceptable to and approved by the County, any property damage arising out of, or caused by, the willful or negligent acts of the Contractor, or of its subcontractors. The Contractor's obligation under this section does not apply to property damage caused by any other contractor engaged directly by the County. The County reserves the right, should the Contractor fail to make such repairs and/or replacement within a reasonable period of time, to cause such repairs and/or replacement to be made by others and for all costs and expenses associated with

having such repairs and/or replacement done to be paid for by the Contractor, or by the Contractor reimbursing the County for all such costs and expenses.

22. Liquidated Damages: Liquidated damages in the amount of \$980 per day shall be paid by the Contractor for each day the work extends beyond the period of completion as set forth herein. The parties specifically agree that this amount is not a penalty, but is an amount reasonably calculated to reimburse the County for its damages suffered by a delay in the completion of this Project. Such liquidated damages shall be in addition to and not in preclusion of the recovery of actual damages resulting from other defects in Contractor's performance hereunder for matters other than delays in substantial completion. When County reasonably believes that substantial completion will be inexcusably delayed, County shall be entitled, but not required, to withhold from any amounts otherwise due to Contractor an amount then believed by County to be adequate to recover liquidated damages applicable to such delays. If and when Contractor overcomes the delay in achieving substantial completion, or any part thereof, for which County has withheld payment, County shall promptly release to Contractor those funds withheld, but beyond the time period for which liquidated damages are applicable.

23. Notice of Claim: All Contractor claims, disputes and other matters in question against County arising out of or related to the Contract or the breach thereof, including without limitation claims in respect of changes in the Contract Price or Contract Time, shall be initiated by a written notice of claim submitted to County. Such written notice of claim shall be received by County no later than seven (7) days after the event, or the first appearance of the circumstances, causing the claim, and same shall set forth in detail all known facts and circumstances supporting the claim including the amount claimed. Contractor agrees and acknowledges that its failure to provide written notice of a claim as set forth herein shall constitute a waiver of any claim for additional compensation or time extension related thereto.

24. Documentation in Support of Claims: Upon discovering an event or condition forming the basis of a claim for an increase in the Contract Price or an extension of the Contract Time, Contractor shall, until the claim is resolved, commence to maintain separate records evidencing all costs and delays incurred in connection with the event or condition forming the basis for the claim.

25. Formal Written Claim: No later than thirty (30) days after the date of the written notice of claim, Contractor shall submit a formal written claim which shall include at least the following information: (1) a concise statement of the occurrence(s) supporting the claim, dispute or other matter, and the relief sought; (2) identification of the facts giving rise to the claim, dispute or other matter; (3) the date Contractor discovered the occurrence(s); (4) a detailed schedule of values identifying all costs resulting from the claim, dispute or other matter; (5) documentation supporting the schedule of values; (6) identification of any impact the claim, dispute or other matter has on the critical path schedule; and (7) all correspondence, internal memoranda, progress notes, and other documentation relating to the events which form the basis of the claim, dispute or other matter. Contractor shall submit other information or documents to County within ten (10) days after written request by County. The failure to provide a claim as set forth herein, or the failure to provide such other documents or information requested by County within ten (10) days after the written request, shall constitute a waiver of any claim for additional compensation or time

extension related thereto.

26. Continuous Duty to Provide Documentation: Contractor shall provide, and continue to provide, to County all such documentation, including cost and time records, as and when County may request so that County may evaluate Contractor's claim.

27. Duty to Continue Performance: Contractor and County shall continue its performance hereunder regardless of the existence of any claims submitted by Contractor.

28. Modification: The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

29. Use of Wood in Project: Contractor shall utilize lumber, timber and other forest products produced and manufactured in Florida, if wood is a component of the public work, and if such products are available and their price, fitness and quality are equal. This requirement does not apply:

- i. To plywood specified for monolithic concrete forms.
- ii. If the structural or service requirements for timber for a particular job cannot be supplied by native species.
- iii. If the construction is financed in whole or in part from federal funds with the requirement that there be no restrictions as to species or place of manufacture.
- iv. To transportation projects for which federal aid funds are available.

30. Compliance with Labor Laws: Contractor shall assume all labor responsibility for all personnel assigned to or contracted for the performance of the work and agrees to strictly comply with all its obligations as employer with respect to said personnel under all applicable labor laws. Contractor shall not discriminate against any employee or any applicant for employment on the grounds of race, color, religion, gender, sexual orientation, gender identity, national origin, age, handicap or marital status. Contractor shall include this non-discrimination clause in all subcontracts for services under this Contract.

31. Site Safety and Security: Contractor shall take all reasonable steps and legally required measures at the site to comply with applicable safety regulations and standards and to adequately protect the work, stored materials, and temporary structures located on the premises. Contractor shall at all times safeguard County's property and employees and citizens from injury or loss in connection with the performance of the Contract. Contractor shall at all times safeguard and protect its own partially or completely finished work and that of the adjacent property and all adjacent work from damage.

32. Cleaning the Site: Contractor shall keep the site reasonably clean during performance of the work. Upon final completion of the work, Contractor shall thoroughly clean the site and the Project and remove all waste, debris, trash and excess materials or equipment, together with Contractor's property therefrom.

33. Termination: This Contract may be terminated by the County for its convenience, effective upon receipt of written notice by Contractor or five (5) days after mailing by County, whichever comes first. In the event of termination, Contractor shall be paid in full for items supplied to the day of such termination, upon provision of the documents described in Section 7.B.

34. Default by Contractor:

A. If Contractor does not perform the work, or any part thereof, in a timely manner, in accordance with the specifications hereof or proceeds to disobey applicable laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise commits a violation of a material provision of the Contract, then County may by written notice to Contractor, without prejudice to any other right or remedy against Contractor or others, terminate the performance of Contractor and take possession of the Project site and of all materials and equipment at the site and may finish the work by whatever methods it may deem expedient. In such cases, Contractor shall not be entitled to receive any further payment until the work is finished.

B. If the unpaid balance of the Contract Price exceeds the costs of finishing the work, including compensation for County's additional costs and expenses of every nature whatsoever made necessary thereby, such excess shall be paid to Contractor. If such costs exceed the unpaid balance, Contractor shall pay the difference to County. This obligation for payment shall survive the termination of the Contract.

35. Right to Stop Work: In the event Contractor fails or refuses to perform the work in strict accordance with the Contract, or is otherwise in breach of this Contract in any way, County may, at its option, instruct Contractor to cease and desist from performing further work, or any part thereof. Upon receipt of such instruction from County in writing, Contractor shall immediately cease and desist as instructed by County and shall not proceed further until the cause for County's instructions has been corrected, no longer exists, or County instructs that the work may resume.

36. Owner's Right to Perform Work: In the event County issues instructions to stop work pursuant to Section 41 above, and in the further event that Contractor fails and refuses within seven (7) days of receipt of same to provide adequate assurance to County that the cause of such instructions will be eliminated or corrected, then County shall have the right to carry out the work with its own forces, or with the forces of other contractors, and Contractor shall be fully responsible for the costs incurred in performing such work.

37. Rights and Remedies: The rights set forth in Sections 40 - 42 are in addition to, and without prejudice to, any other rights or remedies County may have against Contractor, including the right to pursue court action for breach of contract.

38. Nonaction on Failure to Observe Provisions of this Contract. The failure of the County or the Contractor to promptly insist upon strict performance of any term, covenant, condition or provision of this Contract or any exhibit or any other agreement contemplated hereby, shall not be deemed a waiver of any right or remedy that the County or the Contractor may have, and shall not

be deemed a waiver of any subsequent default or nonperformance of such term, covenant, condition or provision.

39. Warranty: Contractor shall warrant the Project against malfunction or failure for a period of one year from completion of the Project. During this period, Contractor shall perform any necessary repairs at its expense, including materials, equipment, parts and labor. Contractor shall provide the County with copies of any manufacturer warranties that extend beyond one year.

40. Public Records: All documents, including but not limited to, letters, memos, e-mails, computer files, photographs, drawings, tracings, plans, specifications, maps, evaluations, reports and other records and data of any type relating to the Project received, prepared or developed by Contractor under this Contract are public records subject to Florida Statutes Chapter 119 and shall not be destroyed.

Contractor shall:

- (a) Keep and maintain public records required by the County to perform the service.
- (b) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes Chapter 119 or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the County.
- (d) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT KELLY O'NAN AT (863) 612-4727, KONAN@HENDRYFLA.NET, OR P.O. BOX 2340, LABELLE, FL 33975.

41. E-Verify: Pursuant to Florida Statutes, Section 448.095, and in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply

with the Employment Eligibility Verification Program (“E-Verify Program”) developed by the federal government to verify the eligibility individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR shall be registered with and utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the CONTRACTOR shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the CONTRACTOR stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the CONTRACTOR must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the COUNTY without regard to any notice otherwise required herein. In the event the COUNTY incurs costs as a result of the CONTRACTOR’s breach of this provision, any and all such costs shall be paid by the CONTRACTOR immediately upon receipt of notice of the same from the COUNTY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

42. Relationship of the Parties; No Obligation to Third Parties: Contractor is an independent contractor of the County. Nothing in this Contract shall be deemed to contemplate either party as a partner, agent or representative of the other party, or to create the relationship of employer-employee. No party to this Contract shall have any responsibility whatsoever with respect to services provided or contractual obligations assumed by the other party to third parties. The parties specifically intend that no third party have any rights hereunder.

43. Severability: In the event that any portion or portions of this Contract is held to be unenforceable by a court of competent jurisdiction, then the remainder of this Contract shall be enforced as though such portion(s) had not been included, unless to do so would cause this Contract to fail of its essential purposes.

44. Suspended or Debarred Vendors: The County does not award contracts to or consent to subcontracts with suspended or debarred vendors, unless the County Administrator has determined that an emergency exists justifying such action and obtained approval from the Board. Such vendors are also excluded from conducting business with the County as agents, representatives, subcontractors or partners of other vendors. Furthermore, subsequent suspension or debarment may constitute grounds for termination of this Contract.

IN WITNESS WHEREOF, the Parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in two originals effective on the date first above written.

ATTEST:

HENDRY COUNTY

BY: *Kimberley Barrineau*
Kimberley Barrineau, Clerk

BY: *Emma J. Byrd*
Emma J. Byrd, Chair, County Commission



AJAX PAVING INDUSTRIES OF FLORIDA, LLC

Christie Alvarado
Christie Alvarado, Asst. Corp. Secretary

EXHIBIT "A"

**INVITATION TO BID FOR
COUNTY WIDE MISCELLANEOUS PAVING
IN HENDRY COUNTY, FLORIDA**

BID No. 2024-07

OPENING DATE AND TIME: JULY 10, 2024 AT 2:00 P.M



Prepared by: Hendry County Engineering Department
Dated: July 1, 2024

**HENDRY COUNTY
BOARD OF COUNTY COMMISSIONERS
LABELLE, FL 33935**

BID No. 2024-07

**EMMA J. BYRD, CHAIRPERSON
EMORY "ROWDY" HOWARD
MITCHELL WILLS
RAMON IGLESIAS
KARSON TURNER**

**JENNIFER DAVIS, COUNTY ADMINISTRATOR
MATT RAULERSON, COUNTY ATTORNEY**

**INVITATION TO BID FOR
COUNTY WIDE MISCELLANEOUS PAVING
IN HENDRY COUNTY, FLORIDA**

BID No. 2024-07

OPENING DATE AND TIME: JULY 10, 2024 AT 2:00 P.M.

Sealed Bids will be received by the Board of County Commissioners of Hendry County, Florida, for "County Wide Miscellaneous Paving in Hendry County, Florida". In order to be considered, bids must be received by the Board of County Commissioners, c/o the Clerk of the Circuit Court, Attn: Kimberley Barrineau, Clerk of Circuit Court, at the C.E. Hall Building, Room A-226, Hendry County Courthouse Complex, 25 E. Hickpochee Avenue, LaBelle, Florida by **July 10, 2024 at 2:00 P.M.**, at which time all responses to this request will be recorded in the presence of one or more witnesses.

A copy of the Instructions and Bid Documents can be obtained online at www.hendryfla.net under the Public Information tab or by calling (863) 675-5222.

Firms are encouraged to attend the **Pre-Bid Conference on Thursday, June 13, 2024, at 2:00 P.M.** at the Hendry County Engineering Conference Room, located at 99 E Cowboy Way, LaBelle, Florida 33935.

The solicitation does not commit Hendry County to award any contracts, to pay any costs incurred in the preparation of a response to this solicitation, or to contract for any services. The County retains the right to cancel this solicitation or reject any or all responses for any reason set forth in Hendry County Code Section 1-2-185(c)(3)a and may choose to re-procure at the discretion of the Board of County Commissioners.

Hendry County is an Equal Opportunity Provider and Employer.

Si necesita la asistencia de un interprete que hable espanol para participar un esta reunion, por favor pongase en contacto con Jorge Hernandez al (863) 612-4726.

SECTION I

GENERAL INFORMATION

All responses which comply with the requirements of this procurement will be considered.

Submittals must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the response.

One (1) clearly identified original and two (2) copies (three (3) total) of your submittal are required. At least one (1) submittal must have an original signature. If only one original signature is submitted, please mark on the outside of the submittal which one is the original.

Submittals will be received by the Clerk's Office until **2:00 P.M.** on **July 10, 2024.**

Submittals are to be mailed to:

Clerk of Circuit Court
Attn: Kimberley Barrineau, Clerk of Circuit Court
Hendry County Administration Building
PO Box 1760
LaBelle, Florida 33975

Or hand-delivered and/or Express Mailed to:

Hendry County Complex,
Clerk of Circuit Court
Attn: Kimberley Barrineau, Clerk of Circuit Court
C. E. Hall Bldg., Administration Wing, 2nd Floor, Room A-226,
25 E. Hickpochee Avenue
LaBelle, Florida 33935

The submitting respondent is required to have printed on the outer sealed envelope or wrapping containing its submission, the procurement number, title, opening date and time, and its company name and address. Facsimile submissions will not be accepted.

Submittals received after the date and time specified above shall be returned to the sender unopened and will not be considered.

All Submittals shall remain in effect for a period of one hundred fifty (150) days after submittal deadline.

Respondents shall be fully acquainted with the conditions relating to the execution of work required in this procurement. Failure of the respondent to become acquainted with existing conditions and the scope of services will in no way relieve the respondent of any obligation with respect to its submittal. This contract shall allow for "piggybacking" from other local government agencies, per Florida Statute 189.053.

SECTION II

SCOPE OF WORK

The intent of the Contract is to provide for the construction and completion in every detail of the work including the furnishing of all labor, materials, equipment, tools, transportation, and supplies required to complete same in accordance with the Procurement Documents.

The Hendry County Board of County Commissioners and the City of LaBelle are seeking bids from qualified contractors to perform miscellaneous road paving work and pavement marking services on County and City maintained roadways.

The work consists of mobilization, maintenance of traffic, bump milling, leveling, overlaying, and pavement marking services of various roads located in LaBelle, FL. Please refer to Exhibits "A" – "C" for location maps for work to be conducted on Hendry County maintained roads. Please refer to Exhibit "D" for a location map of work to be conducted on the City of LaBelle maintained roads. All work is to be done according to the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, FY 2023-24 Edition. Please note that all quantities listed in the Bid Schedule in Section V are ESTIMATES ONLY. The County intends to award at a minimum the Bid Schedule depicted in Section V, funding permitting. Quantities and/or thickness may change at the discretion of the County Engineer.

2.1 The Contractor is to remove all existing reflective pavement markings (RPM) prior to paving activities.

2.2 **200-8 Priming and Maintaining.**

200-8.1 Priming: Apply the prime coat only when the base meets the specified density requirements and when the moisture content in the top half of the base does not exceed the optimum moisture of the base material. At the time of priming, ensure that the base is firm, unyielding and in such condition that no undue distortion will occur. Ensure the prime coat adheres to the base course.

200-8.2 Maintaining: Maintain the true crown and template, with no rutting or other distortion, while applying the surface course.

2.3 **330-4 Surface Preparation.**

330-4.1 Cleaning: Before placing the mixture, clean the surface of the base or underlying pavement of all loose and deleterious material by the use of power brooms or blowers, supplemented by hand brooming where necessary.

330-4.2 Tacking: Apply a tack coat on all existing pavement surfaces that are to be overlaid with an asphalt mix as specified in Section 300 and between

successive layers of all asphalt mixes. Apply tack on a clean surface. Do not place tack while rain is falling or when there is water on the surface to be tacked. Once the rain has stopped, standing water has been removed from the surface to be tacked to the satisfaction of the Engineer, the Contractor may then apply tack. Apply a tack coat on freshly primed bases only when directed by the Engineer.

2.4 330-6 Placing Mixture.

330-6.1 Requirements Applicable to All Pavement Types:

330-6.1.1 Alignment of Edges: Place all asphalt mixtures by the stringline method to obtain an accurate, uniform alignment of the pavement edge. As an exception, pavement edges adjacent to curb and gutter or other true edges do not require a stringline. Control the unsupported pavement edge to ensure it will not deviate from the stringline more than plus or minus 1.5 inches.

330-6.1.2 Paving Width: If necessary due to the traffic requirements, place the mixture in strips in such a manner as to provide for the passage of traffic. As an option, where the road is closed to traffic, place the mixture to the full width with machines traveling in echelon.

330-6.1.3 Mix Temperature: Maintain the mix temperature at the time of paving within the master range as defined in 320-6.3. Take mix temperatures on the roadway at the minimum frequency indicated in 320-6.3. Any load, or portion of a load, of asphalt mix on the roadway with a temperature outside of the master range shall be rejected for use on the project. Immediately notify the Engineer of the rejection. Remove any windrow material not meeting the temperature requirements of 320-6.3.2 from the area of deficient temperature and replace with new asphalt meeting the temperature requirements.

330-6.1.4 Speed of Paver: Establish the forward speed of the asphalt paver based on the rate of delivery of the mix to the roadway, but not faster than the optimum speed needed to adequately compact the pavement.

330-6.1.5 Thickness and Spread Rate of Layers: Construct each layer as defined in the following Table 330-2:

Table 330-2	
Thickness and Target Spread Rate Requirements	
Mix Type	Specification Section and Article
Type SP	334-1
Type FC	337-8
Type B	234-8

330-6.1.6 Correcting Defects: Before starting any rolling, check the surface; correct any irregularities; remove all drippings, sand accumulations from the screed, and fat spots from any source; and replace them with satisfactory material. Do not skin patch. When correcting a depression while the mixture is hot, scarify the surface and add fresh mixture.

330-6.1.7 Hand Work: In limited areas where the use of the paver is impossible or impracticable, the Contractor may place and finish the mixture by hand.

2.4 **330-3 Limitations of Operations.**

330-3.1 Weather Limitations: Do not transport asphalt mix from the plant to the roadway unless all weather conditions are suitable for the paving operations.

330-3.2 Limitations of Paving Operations:

330-3.2.1 General: Place the mixture only when the surface upon which it is to be placed has been previously prepared, is intact, firm, dry, clean, and the tack or prime coat, with acceptable spread rate, is properly broken or cured. Do not place friction course until the adjacent shoulder area has been dressed and grassed.

330-3.2.3 Rain and Surface Conditions: Immediately cease transportation of asphalt mixtures from the plant when rain begins at the roadway. Do not place asphalt mixtures while rain is falling, or when there is water on the surface to be covered. Once the rain has stopped, standing water has been removed from the tacked surface to the satisfaction of the Engineer, and the temperature of the mixture caught in transit still meets the requirements as specified in 320-6.3, the Contractor may then place the mixture caught in transit. For windrow paving, immediately cease dumping of asphalt material when rain begins at the roadway. Stop paving operations while rain is falling or where there is water on the surface to be covered. Remove windrowed asphalt mixture exposed to rain. Once the rain has stopped, standing water has been removed from the tacked surface to the satisfaction of the Engineer, and the temperature of the mixture caught in transit still meets the requirements as specified in 320-6.3, the Contractor may then windrow the remaining material caught in transit.

330-3.2.4 Wind: Do not place the mixture when the wind is blowing to such an extent that proper and adequate compaction cannot be maintained or when sand, dust, etc., are being deposited on the surface being paved to the extent the bond between layers will be diminished.

2.5 Estimated quantities and specifications, are annexed hereto for bidding and construction purposes, and incorporated as Bid and Procurement Documents.

- 2.6 Road with a cross slope of less than 2% will require leveling prior to the placement of final course. Hendry County desires a 2% cross slope on final pavement surface.
- 2.7 Some of the roads will require more leveling than others but in any case 1 ½ inches of asphalt is the required minimum thickness. The County may require certain roads to have a greater thickness due to the type of vehicular traffic.
- 2.8 Some of the roads may require the contractor to put down leveling course, patching, or filling in of potholes prior to overlaying. Asphalt patch and tapers must be flush with adjacent asphalt and curbing.
- 2.9 Estimated quantities and specifications, are annexed hereto for bidding and construction purposes, and incorporated as Bid and Procurement Documents.
- 2.10 The Contractor must provide their own equipment and resources necessary for the operation. The Contractor must take precautions to protect private property, structures, equipment, and adjacent facilities from damage that might be caused during construction. Any damage caused by the Contractor in the performance of his work shall be repaired by the Contractor at no cost to the County.
- 2.11 The Contractor shall endeavor to protect private property. Any damage caused by the Contractor in the performance of his work shall be corrected to the satisfaction of the Engineer at the Contractor's Expense.
- 2.12 The Contractor must notify the County Engineer's Office at (863) 675-5222, or the County Engineer's designee, of any equipment failure or other delays that prohibit performance in a timely manner.
- 2.13 Coordination between the contractor and Hendry County is of the utmost importance. Hendry County will have a Project Inspector on the job. Inspector will receive all asphalt truck and tacking tickets and reconcile daily with contractor.
- 2.14 It shall be the Contractor's responsibility to determine the location, character, and depth of any existing utilities within the project limits. The Contractor will adjust all utilities, valve boxes, manholes, catch basins, etc, to match the new grade. Buildings, telephone or other cables, poles, signs, mailboxes, irrigation piping, water pipes, sanitary pipe, manholes, catch basins, valve boxes, or other structures which may be encountered within the project limits, shall be repaired if damaged.
- 2.15 The use of a shuttle buggy will not be required.

- 2.16 All asphalt millings shall be hauled to the Hendry County Road & Bridge compound located at 99 E. Cowboy Way, LaBelle, FL 33935 or to the contractor's preferred destination.
- 2.17 The Contractor shall allow for a 30 day cure time prior to placing the thermoplastic striping. Thermoplastic striping shall account for temporary paint during the 30 day period.
- 2.18 Contract Time. Contract time shall commence upon the date of commencement provided in the Notice to Proceed (NTP) or, if the date of commencement is not provided in the NTP, upon the date of Contractor's receipt of the Notice to Proceed (NTP). The Contractor shall be expected to commence construction within fifteen (15) calendar days after the date of commencement, be substantially completed within **sixty (60) calendar days** from the date of commencement, and reach final completion within thirty (30) calendar days after Substantial Completion, a total of **ninety (90) days, the Contract Time**. The liquidated damages provision of the Procurement Documents will be strictly enforced for Contractor's failure to complete the work in accordance with the schedules and timeframe set forth in the Contract or such amended time as may be granted.
- 2.19 Final Clean Up. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, temporary structures, surplus materials, discarded materials, garbage, rubbish, and rubble. They shall leave the site in neat and presentable condition. Material cleared/removed from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily unless the Contractor has obtained the written permission of such adjacent property Owner which includes an agreement or satisfactory disposal.
- 2.20 The Contractor shall legally dispose of all construction waste via the County's franchise hauler Waste Connections, Inc.
- 2.21 The quantities on the Bid Schedule are for bid purposes only. The County may add or delete work, in whole or in part, based on unit prices.
- 2.22 All listed quantities are estimates only. The County will make payment on actual field quantities based on the specified units of measure listed for each road. Upon confirmation of satisfactory completion of work, the County will process the invoice for payment.
- 2.23 **NO** Local Vendor Preference will be given under this Invitation to Bid.

SECTION III

SUBMITTALS

3-1. PREPARATION OF SUBMITTALS

Submittals will be prepared in accordance with the following:

- A. The attached Bid Form must be used.
- B. All information required by the Bid Form shall be furnished. The respondent shall print or type their names and manually sign the schedule and each continuation sheet on which an entry is made.
- C. Unit price shall be shown, and where there is an error in extension of price, the unit price shall prevail.
- D. Alternate bids will not be considered, unless authorized by the specifications.
- E. Respondents will not charge Federal Taxes, nor State of Florida Sales, Excise and Use Taxes in bid prices, as the County is exempt from payment of such taxes.
- F. Respondents shall thoroughly examine the drawings, specifications, schedule, instructions and all other Bid documents, and shall investigate the conditions to be encountered at the site of the proposed work as to the character, quality, and quantities of work to be performed and materials to be furnished. The County does not guarantee the details pertaining to borings, tests or analysis shown on the plans or provided in the Procurement Documents to be more than a general indication of the conditions likely to be found at approximately the locations indicated. Respondent shall make his own interpretation of said data, if any, and shall base his bid on his own opinion of the conditions likely to be encountered. Respondent's submission of a proposal (bid) is prima facie evidence that it is based on his thorough examination and investigation as described in this section.
- G. Respondents shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment, as required by the Bid documents. No pleas of ignorance by the respondent of conditions that may hereafter exist as a result of failure or omission on the part of the respondent to make prudent examinations and investigations will be accepted as a basis for varying the requirements of the Contract or compensation to the respondent.
- H. Respondents must submit one (1) complete original bid and two (2) complete copies of the original bid.

- I. Respondents are strongly encouraged to attend the **Pre-Bid Conference** scheduled for **Thursday, June 13, 2024, at 2:00 P.M.** at the Hendry County Engineering Conference Room, located at 99 E Cowboy Way, LaBelle, Florida 33935.
- J. As provided in Florida Statute 287.135, a company that, at the time of bidding on, submitting a proposal for, or entering into or renewing a contract with the County for goods or services, is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statute 215.4725, or is engaged in a boycott of Israel, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with the County. Respondents must certify that the respondent is not participating in a boycott of Israel.

NOTE: For respondents' convenience, this certification form is attached and made a part of the procurement package.

- K. In addition to the Bid Form provided in Section V, the following Forms, attached at back of this bid packet, are to be completed, as appropriate, and submitted as part of Bidder's bid package:

- Attachment 1 – Contractor's Affidavit;
- Attachment 2 – Contractor's Qualification Questionnaire;
- Attachment 3 – Completed Projects;
- Attachment 4 – Current Projects;
- Attachment A – No Lobbying Acknowledgement;
- Attachment B – Anti-Collusion & No Gifts Affidavit;
- Attachment C – Public Entity Crime Affidavit;
- Attachment D – Conflict of Interest Disclosure Affidavit;
- Attachment E – Immigration Law Affidavit;
- Attachment F – Drug-Free Workplace Affidavit;
- Attachment G – Exceptions to Solicitation (if needed);
- Attachment H – Affidavit Concerning Boycotts of Israel;
- Attachment I – Indemnification Contract Clause Acknowledgement;

- L. Bidders shall not take advantage of any apparent error or omission discovered in the Procurement Documents, but shall immediately notify the Engineer of such discovery. The Engineer will then make such corrections and interpretations as necessary to reflect the actual spirit and intent of the Bid Documents.
- M. Any questions regarding these projects or the technical requirements of engineering services sought by this solicitation may be directed to:

Jorge Hernandez
Hendry County Project Engineer
Hendry County Engineering Department
99 East Cowboy Way

LaBelle, Florida 33935
Phone: (863) 612-4726
Email: jorge.hernandez@hendryfla.net

And, if necessary to:

Shane Parker, P.E.
Public Works Director / County Engineer
Hendry County Engineering Department
99 East Cowboy Way
Post Office Box 1607
LaBelle, Florida 33975
Phone: (863) 675-5222
email to sparker@hendryfla.net

The last day to submit questions via e-mail for review and answer is **Friday, June 28, 2024 at 12:00 P.M.**

3-2. EXCEPTIONS

Any exceptions, substitutions, deletions, or deviations from these specifications shall be explained in detail on the Exceptions to Solicitation Form (“**Attachment G**”). Bidders must show proof that any exceptions are equal or superior to those specified.

3-3. REJECTION OF BIDS

The County Administrator or the Board of County Commissioners may cancel this solicitation or reject any or all of the responses, as set forth in Hendry County Code Section 1-2-185(c)(3)a.

3-4. BID SECURITY

Respondents shall provide, with the bid, a certified check or surety bond in the amount of five percent (5%) of the total amount of the bid, as a guarantee that the respondent, if awarded the Contract, will within fifteen (15) calendar days of the date of said Notice, unless such term is extended by the County, enter into a contract with the County, in accordance with the accepted bid.

3-5. CORRECTION OR WITHDRAWAL OF RESPONSES; MATERIAL MISTAKES; CANCELLATION OF AWARDS.

- A. Responses containing mistakes discovered before the competitive procurement opening may be modified or withdrawn by written notice by the respondent received in the office designated in the procurement notice prior to the time set for opening.

B. After the competitive procurement opening, corrections of mistakes shall be permitted only to the extent that the vendor can show by clear and convincing evidence that a Material Mistake of a factual or mathematical nature was made, the nature of the mistake, and the price actually intended. The assigned unit price, when applicable, will be the determining factor when an extension price is in error. In place of correction, a low bidder establishing a material mistake of a factual or mathematical nature may be permitted to withdraw its bid if:

1. The response was submitted in good faith;
2. The magnitude of the error made would make enforcement a severe hardship;
3. The miscalculation was not the result of gross negligence;
4. The error was reported immediately to the County; and
5. It is not later than twenty-four (24) hours after the Competitive Procurement opening, except that if the following day is not a business day for the County. In such case, a withdrawal may be made until 12:00 noon the next County business day.

All decisions to permit the correction or withdrawal of responses, or to cancel awards or contracts based on material mistakes, shall be supported by a written determination by the County Administrator.

3-6. COMPETITIVE PROCUREMENT DISPUTE RESOLUTION PROCEDURE.

- A. Any competitive procurement award decision may be challenged on the grounds of material irregularities in the procurement procedure or material irregularities in the evaluation of the response. To initiate a challenge, the vendor must file a notice of intent to challenge the procurement in writing with the Office of Management and Budget within three (3) business days of e-mailing of the notice of intent to award in accordance with the County's Procurement Policy. A formal written procurement challenge shall be filed in the County Administrator's Office within ten (10) calendar days of the notice of intent to award. Failure to file a timely notice of intent to challenge or failure to file a timely formal written procurement challenge shall constitute a waiver of procurement challenge proceedings.
- B. The notice of intent to challenge shall contain at a minimum: the name of the vendor, the vendor's address, e-mail address, fax number and phone number, the name of the vendor's representative to whom notices may be sent, the name and procurement number of the competitive procurement, and a brief factual summary of the basis of the intended challenge.

- C. The formal written procurement challenge shall contain at a minimum: the vendor and the Competitive Procurement involved, a clear statement of the grounds on which the challenge is based, reference to the statutes, laws, ordinances or other legal authorities which the vendor deems applicable to such grounds, and the specific relief to which the vendor deems itself entitled by application of such authorities to such grounds. The vendor shall mail a copy of the notice of intent to challenge and the formal written procurement challenge to the selected vendor. The County Administrator shall, within ten (10) calendar days of receipt of the formal written procurement challenge, investigate the challenge claim. If the challenge is found to be lacking in legitimate legal grounds, or if the challenge is incorrect factually, the County Administrator shall inform the vendor of such finding. If the challenge is found to be meritorious, the County Administrator shall inform all vendors who submitted responses of such finding. In the event the challenge is not resolved to all affected parties' satisfaction, the Board shall, within a reasonable time, be presented with the written challenge and the County Administrator's findings. The procurement which is the subject of the protest shall not proceed until a final decision has been made, unless the Board makes a determination that the contract must proceed without delay to protect the substantial interests of the County. The Board's decision on the challenge shall be final.
- D. Nothing herein relinquishes the County's rights to waive irregularities and formalities in accordance with the procurement package and instructions. Further, nothing herein shall create any rights in the unsuccessful vendor.

3-7. GENERAL NOTES

- A. The successful Bidder must be a State or Hendry County Certified Licensed Contractor, as applicable, and otherwise comply with applicable Hendry County ordinances.
- B. All equipment necessary for the completion of the project shall be on the job **in first class working condition BEFORE COMMENCING WORK.**
- C. The Contractor shall advise the County Engineer 24 hours prior to commencing with each phase of the project.
- D. The Contractor shall provide all quality control testing at its expense inherit to pay items on the Bid Schedule included in this solicitation. **This includes being responsible for any subcontractor activities, quality control testing, and Contractor quality assurance testing of same per listed FDOT specifications.** Hendry County's inspector will perform the verification testing on the project. The contractor will ensure that all testing required by the specifications is performed. All commercially produced products that are used on the project will be accompanied by numerical test results or a certification from

the manufacturer that the material meets the applicable standards. At the County Engineer's discretion, verification (acceptance) testing may be conducted. Passing acceptance tests shall be paid for by the County, the Contractor shall pay for all failures.

- E. The Contractor shall obtain all locations (locates) of underground utilities located within the project work area.
- F. Unless noted otherwise, the Contractor shall obtain all permits for this project from any necessary entity, such as South Florida Water Management, Florida Department of Environmental Protection, Florida Department of Transportation, and/or Hendry County Building & Zoning/ Planning Departments.
- G. Any construction related staking is the responsibility of the Contractor and shall be performed by a Professional Licensed Surveyor.
- H. E-VERIFY

The Contractor shall utilize the U. S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. all persons employed by the Contractor during the term of the Contract to perform employment duties within Florida; and
2. all persons, including subcontractors, assigned by the Contractor to perform work pursuant to the Contract with the County.

3-8. ADDITIONAL CONDITIONS

- A. The Contractor shall maintain a competent qualified superintendent on the job at all times that will be responsible for assuring that the finished work complies with the procurement documents.
- B. The Contractor shall furnish all material, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, water and sanitary facilities and all other facilities and incidentals necessary for the execution, and completion of the work.
- C. The contract price constitutes the total compensation payable to Contractor for performing the work.
- D. The contract price may ONLY be changed by a WRITTEN CHANGE ORDER.

- E. The Contractor shall maintain the proper safety procedures, at all times, to include the control of traffic in accordance with Contractor's Maintenance of Traffic Plan as approved by the County.

3-9. PAYMENTS

- A. All payments shall be subject to a 5% RETAINAGE. The final 5% of the contract price shall be withheld until the work has been completed, accepted, and all submittals made in accordance with the plans and specifications.
- B. Payments will be made by the County from invoices submitted to the Hendry County Engineering Office, Post Office Box 1607, LaBelle, Florida 33975.
- C. Contractor shall ensure prompt payment of all materialmen and subcontractors utilized by the Contractor on the Project. Prior to being entitled to a progress payment from the County the Contractor shall (a) provide the County with written consent of surety to each partial payment or (b) an affidavit identifying all materialmen and subcontractors utilized on the Project, and affidavits from each materialman and subcontractor confirming payment in full for materials supplied or work performed through the date of the last progress payment request, together with a release of all lien rights or other claims from each through said date. Upon final completion of the Project and submission of required documentation including written consent of surety to final payment and a final invoice adjusted, if necessary, to include final project quantities, the County will process the final invoice for payment.
- D. All payments must be approved by the Board of County Commissioners. Invoices shall be submitted for verification a minimum of five (5) working days prior to the following Board of County Commissioners meeting, which meetings are regularly scheduled on the second and fourth Tuesdays of each month.
- E. Any invoice not received in the necessary timeframe for verification will be carried over to the next Board of County Commissioners meeting.
- F. All invoices and receiving tickets must have a valid purchase order number before submitted to the Engineer's office for verification.

SECTION IV

REVIEW OF SUBMITTALS

Submittals will be reviewed in accordance with the County's procurement ordinance, Hendry County Code Section 1-2-185(c).

SECTION V

BID FORM

BID No. 2024-07

TO: Hendry County Clerk of Circuit Court
Attn: Kimberley Barrineau, Clerk of Circuit Court
C.E. Hall Building
25 East Hickpochee Ave.
Administrative Wing, 2nd Floor, Room A-226
LaBelle, Florida 33935

RE: County Wide Miscellaneous Paving in Hendry County, Florida

FROM: _____
Bidder's Name

Address

City, State and Zip Code

Date

Phone Number

Email Address

- A. The undersigned, as bidder, does hereby declare that he has familiarized himself with the area affected by the work, local conditions affecting the cost of the work, Construction Documents including the Invitation to Bid, Project Plans, Specifications and Exhibits thereto and any addenda to such Construction Documents, and hereby proposes to furnish all materials and perform all work required in strict accordance with the provisions of such documents for the consideration of prices quoted in the Bid Schedule, which prices include any and all costs and profit associated with completing the scope of in accordance with the Procurement Documents.
- B. The undersigned understands that the quantities shown in the Bid Schedule are approximate only and are intended principally to serve as a guide in evaluating bids and are subject to either increase or decrease. All quantities of work, whether increased or decreased are to be performed at the unit price stated in the Bid Schedule. The Owner reserves the right to modify or delete items listed in the Bid Schedule in order to make use of all available funding. Such modifications shall be made solely at the Owner's discretion.
- C. The undersigned affirms that in making this bid, neither he nor any company that he may represent, nor anyone on behalf of him or his company, directly or indirectly, has entered into any combination, collusion, undertaking or agreement with any other bidder or bidders to maintain the prices of said work, or any compact to prevent any other bidder or bidders from bidding on said contract or work and further affirms that such bid is made

without regard or reference to any other bidder and without any agreement or understanding or combination, either directly or indirectly, with any other person or persons with any other person or persons with reference to such bidding in any way or manner whatsoever.

- D. The undersigned, when notified of the acceptance of this bid, does hereby agree to enter into a construction contract with the Owner, within fifteen (15) days from the date on the notice of acceptance unless such term is extended by the County, and he shall provide all required bonds and certificates of insurance.
- E. The undersigned further agrees that if awarded the contract he will commence the work on the date provided in the Notice to Proceed or, if no date is provided, within fifteen (15) calendar days after the date of the Notice to Proceed, and that he will complete the work in accordance with the schedules and timeframe set forth in the Contract or such amended time as may be granted. If the undersigned fails to complete any phase of the work within the given timeframe or if he fails to complete all of the work on or before the expiration of the allowed calendar days, then and in that event, he further expressly agrees that, for each day that any phase of the work under this Contract remains uncompleted thereafter, the Owner may deduct from the Contract price herein specified the stipulated sum of liquidated damages as scheduled in the Contract and retain for failure of the undersigned to complete the Contract on or before the expiration of the scheduled critical timeframe(s).

The undersigned agrees that the Owner's damages caused by delay are capable of being established but would be difficult to measure accurately or completely and that the sums herein specified as liquidated damages are not a penalty, but represent the parties' estimate of the actual damages which the Owner would suffer per day if the work is not completed as scheduled.

- F. In submitting this bid it is understood that the right is reserved by the Owner to waive formalities, technicalities and irregularities, to reject all bids and to negotiate with the apparent qualified low bidder if necessary. It is agreed that THIS BID MAY NOT BE WITHDRAWN FOR A PERIOD OF ONE HUNDRED FIFTY (150) DAYS after the opening thereof.
- G. The undersigned has attached hereto a Certified Check, or Bid Bond in the sum of _____ Dollars (\$ _____) payable to Hendry County, as required in the procurement document, and the undersigned agrees that in case he fails to fulfill his obligations under the aforementioned bid, Hendry County may, at its option, determine that the undersigned has abandoned his rights and interests in such bid and that the cashier's check or bid bond accompanying his bid has been forfeited. Otherwise, the cashier's check or bid bond shall be returned to the undersigned upon the execution of the contract and the acceptance of the bonds and insurance required therein, or upon rejection of his bid.
- H. The undersigned affirms that he has completed, as applicable, signed and included in his bid the forms, security, statements, documents, and memoranda required by the procurement documents.

A bid shall be considered unresponsive and shall be rejected if it fails to include these fully executed statements or if the bidder fails to furnish required data. When a determination has been made to award a contract to a specific contractor, such contractor shall, prior to award, furnish such other pertinent information and assurances regarding his own employment policies and practices as well as those of his proposed subcontractors, as the Owner or State Office of Contract Compliance may require. The bidder shall furnish similar statements executed by each of his first tier and second tier subcontractors whose contracts equal ten thousand (\$10,000.00) dollars or more. No subcontract shall be awarded to any non-complying subcontractor.

- I. The undersigned affirms that he has completed all of the blank spaces in the Bid Schedule and has verified that quantities shown on the Bid Schedule are reasonably accurate. In the case of a tie bid price, the Owner may negotiate a price with each low tie bidder.
- J. The undersigned affirms that wages not less than the minimum rates or wages, as predetermined for this project by the U. S. Secretary of Labor and Hendry County were used in the preparation of this bid.
- K. The undersigned affirms that Bidder's Equal Employment Opportunity Policy is designed to further the provision of equal employment opportunity to all persons seeking employment and to assure that all employees are treated during employment without regard to their age, race, religion, color, national origin, sex, or disability. Such Policy applies to Bidder's employment practices including: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship and/or on-the-job training.
- L. Bidder certifies that the bid prices contained in this bid include compensation for providing Owner indemnification as provided in Section 6.24 of the General Conditions
- M. The undersigned acknowledges receipt of the addenda described in Contractor's Certification submitted herewith.
- N. It is understood and agreed that all workmanship and materials under all items of work are guaranteed for one (1) year from the Date of Final Acceptance, unless otherwise specified within the Procurement Documents.
- O. The award of this contract will be made to the lowest responsive, responsible and qualified bidder at the discretion of the Owner based on the attached Bid Schedule and qualifying documents.
- P. The legal status of the undersigned is (the bidder shall complete the appropriate following sub-section (1), (2), or (3) and strike out the other two):

(1) A corporation duly organized and doing business under the laws of the State of _____, for whom bearing official title of _____, whose signature is affixed to this bid, is duly authorized to execute contracts.

If a Foreign Corporation or non-State of Florida Corporation, provide date qualified in State declared above: _____(date).

Name and address of agent: _____
for service of process: _____

(Out of state contractor must also provide name and address of Florida process agent.)

(2) A partnership, all of the members of which, with addresses (designate general partners):

If all partners are non-residents of Florida, designate name and address of agent required for service of process located in Florida.

(3) Mr./Ms. _____ is the individual whose signature is affixed to this bid

BID SCHEDULE

HENDRY COUNTY

CR78 (Segment)	Unit	Quantity	Unit Price	Total
Mobilization	LS	1	\$	\$
Maintenance of Traffic (MOT)	LS	1	\$	\$
Milling Depth 2"	SY	174	\$	\$
1" Asphaltic Concrete, S-III (Leveling Course)	SY	174	\$	\$
1" Asphaltic Concrete, S-III (Overlay)	SY	174	\$	\$
Paint, Standard, White, Solid, 6"	GM	0.029	\$	\$
Paint, Standard, Yellow, Solid, 6"	GM	0.029	\$	\$
Raised Pavement Marker, Type B	EA	4	\$	\$
			Bid Total	\$

SW Eucalyptus Blvd (Segment)	Unit	Quantity	Unit Price	Total
Mobilization	LS	1	\$	\$
Maintenance of Traffic (MOT)	LS	1	\$	\$
1 1/2" Asphaltic Concrete, S-III (Overlay)	SY	243	\$	\$
Paint, Standard, White, Solid, 6"	GM	0.034	\$	\$
Paint, Standard, Yellow, Solid, 6"	GM	0.034	\$	\$
Raised Pavement Marker, Type B	EA	4	\$	\$
			Bid Total	\$

Helms Road (Segment)	Unit	Quantity	Unit Price	Total
Mobilization	LS	1	\$	\$
Maintenance of Traffic (MOT)	LS	1	\$	\$
1" Asphaltic Concrete, S-III (Leveling Course)	SY	11,414	\$	\$
1" Asphaltic Concrete, S-III (Overlay)	SY	11,414	\$	\$
Paint, Standard, White, Solid, 6"	GM	1.609	\$	\$
Paint, Standard, Yellow, Solid, 6"	GM	1.010	\$	\$
Paint, Standard, Yellow, Skip, 6" (10/30)	GM	0.306	\$	\$
Raised Pavement Marker, Type B	EA	170	\$	\$
Thermoplastic, Standard, White, Solid, 24" for Stop Line	LF	24	\$	\$
			Bid Total	\$

Hendry County Bid Total (CR78 + SW Eucalyptus Blvd + Helms Road)	\$
---	----

CITY OF LABELLE

City of LaBelle (Segments)	Unit	Quantity	Unit Price	Total
Mobilization	LS	1	\$	\$
Maintenance of Traffic (MOT)	LS	1	\$	\$
Thermoplastic, Standard, White, Solid, 24" for Stop Line	LF	30	\$	\$
Sunset Drive (North Segment)				
1 1/2" Asphaltic Concrete, S-III	SY	1,289	\$	\$
Sunset Drive (South Segment)				
1 1/2" Asphaltic Concrete, S-III	SY	2,311	\$	\$
Kissimmee Ave				
1 1/2" Asphaltic Concrete, S-III	SY	689	\$	\$
Miller Avenue/Selma Daniels Ave				
1 1/2" Asphaltic Concrete, S-III	SY	560	\$	\$
City of LaBelle Bid Total				\$

Total Overall Combined Bid For All Roads (Hendry County + City of LaBelle)				\$
---	--	--	--	-----------

Edges will be clipped by Hendry County. Contractor will broom and clean all surfaces to be paved and ensure they are free of any loose debris, sand and/or sediment. All tie end joints to be butt joints milled a minimum of 4 feet. All surfaces to be leveled and/or paved shall have tack coat or prime (depending surface being paved) applied prior to placing asphalt. Each site will be cleaned up, free of any contractor trash or debris and all excess asphalt piles to be removed. Contractor to furnish MOT (maintenance of traffic) at all locations. There will be no full road closures but lane closures with proper MOT is permitted. All asphalt thickness dimensions are referring to compacted thickness.

The award of this contract will be made to the lowest responsive, responsible and qualified bidder at the discretion of the County based on the attached Bid Schedule and qualifying documents. Please note given project funding limitations the County and/or City reserves the right to remove line items, segments or reduce quantities if is in the best interest of the County and/or City.

Firm Name: _____

By (Printed): _____

By (Signature): _____

Title: _____

Address: _____

Phone Number: _____

SECTION VI
GENERAL CONDITIONS

- 6.1 Definitions
- 6.2 Introductory Provisions
- 6.3 Schedules, Reports and Records
- 6.4 Drawings and Specifications
- 6.5 Shop Drawings
- 6.6 Materials, Services and Facilities
- 6.7 Inspection and Testing
- 6.8 Substitutions
- 6.9 Patents
- 6.10 Surveys, Permits and Regulations
- 6.11 Protection of Work, Property and Persons
- 6.12 Supervision and Provision of the Work by Contractor
- 6.13 Changes in the Work
- 6.14 Contract Price and Changes Thereto
- 6.15 Commencement, Time for Completion and Liquidated Damages
- 6.16 Rejection and Correction of Work
- 6.17 Unforeseen Physical and Subsurface Conditions
- 6.18 Suspension of Work, Termination and Delay
- 6.19 Payments to Contractor
- 6.20 Acceptance of Final Payments as Release
- 6.21 Insurance
- 6.22 Contract Security – Bonds
- 6.23 Assignments
- 6.24 Indemnification
- 6.25 Separate Contracts
- 6.26 Subcontracting
- 6.27 Engineer’s Authority
- 6.28 Land and Rights-of-Way
- 6.29 Guaranty
- 6.30 Claims for Adjustments and Disputes
- 6.31 Miscellaneous Provisions

6.1 DEFINITIONS

- 6.1.1 Wherever used in the Procurement Documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and the plural thereof:
- 6.1.2 ADDENDA: Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Procurement Documents, drawings and specifications, by additions, deletions, clarifications or corrections.

- 6.1.3 **AGREEMENT:** The written agreement between County and Contractor covering the work to be performed (a/k/a Contract); other Procurement Documents are attached to the Agreement.
- 6.1.4 **BID:** The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
- 6.1.5 **BIDDER:** Any person or entity submitting a Bid for the Work.
- 6.1.6 **BONDS:** Bid, Performance and Payment Bonds and other instruments of security, furnished by the Contractor and his/its Surety in accordance with the Procurement Documents.
- 6.1.7 **CHANGE ORDER:** A written order to the Contractor signed by the County authorizing an addition, deletion or revision in the Work within the general scope of the Procurement Documents, or authorizing an adjustment in the Contract Price or Contract Time issued after execution of the Agreement.
- 6.1.8 **CONTRACT PRICE:** The total monies payable to the Contractor under the terms and conditions of the Procurement Documents.
- 6.1.9 **CONTRACT TIME:** The number of calendar days stated in the Procurement Documents for the completion of the Work.
- 6.1.10 **CONTRACTOR:** The person, firm, corporation or entity with whom the County has executed the Contract.
- 6.1.11 **COUNTY:** Hendry County, Florida, a governmental body under the authority of the Hendry County Board of County Commissioners, for which the Work is to be performed.
- 6.1.12 **DAY:** A calendar day of twenty-four hours measured from midnight to the next midnight.
- 6.1.13 **DRAWINGS:** The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by Engineer and are referred to in the Procurement Documents.
- 6.1.14 **DEFECTIVE WORK:** Work that is unsatisfactory, faulty or defective, or does not conform to the requirements of the Procurement Documents or does not meet the requirements of any inspection, test or approval or has been damaged prior to approval of final payment. Defective Work shall also include neglected work resulting from Contractor's failure to prosecute the Work in accordance with the Procurement Documents, including any requirements of the progress schedule.
- 6.1.15 **ENGINEER:** The person, firm, corporation, or entity named as such in the **PROCUREMENT DOCUMENTS.**

- 6.1.16 FIELD ORDER: A written order effecting a change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the Engineer to the Contractor during construction.
- 6.1.17 MODIFICATION: (a) A written amendment of the Procurement Documents signed by both parties, (b) a Change Order, (c) a written clarification or interpretation issued by County, or (d) a written order for a minor change or alteration in the Work. A modification may only be issued after execution of the Agreement.
- 6.1.18 NOTICE OF AWARD: The written notice by County to the apparent successful Bidder stating that upon compliance with the conditions precedent to be fulfilled by him within the time specified, County will enter into an Agreement with him.
- 6.1.19 NOTICE TO PROCEED: Written communication issued by the COUNTY to the CONTRACTOR authorizing him to proceed with the WORK and establishing the date of commencement of the WORK.
- 6.1.20 OWNER: See County.
- 6.1.21 PROCUREMENT DOCUMENTS: The Contract, Addenda (whether issued prior to the opening of Bids or the execution of the Agreement), Invitation to Bid, Bid Form with Bid Schedule and required qualifying Forms, Scope of Work and Exhibits (including drawings, specifications, and diagrams, as applicable), Submittal instructions, Bid Bond, Payment Bond, Performance Bond, Insurance, General Conditions, Miscellaneous and Special provisions, if any, Specifications and Supplementary Specifications, if any, Technical Specifications, if applicable, Notice of Award, Notice to Proceed, and Change Orders signed after execution of the Agreement.
- 6.1.22 PROJECT: The undertaking to be performed as provided in the Procurement Documents.
- 6.1.23 RESIDENT PROJECT REPRESENTATIVE: The authorized representative of the County who is assigned to the Project site or any part thereof.
- 6.1.24 SHOP DRAWINGS: All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Subcontractor, Manufacturer, Supplier or Distributor, which illustrate how specific portions of the WORK shall be fabricated or installed, or which illustrate the equipment, material or some portion of the Work.
- 6.1.25 SPECIFICATIONS: A part of the Procurement Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship as applied to the Work.

- 6.1.26 SUBCONTRACTOR: An individual, firm, corporation or other entity having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site.
- 6.1.27 SUBSTANTIAL COMPLETION: That date as certified by the Engineer when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Procurement Documents, so that the Project or specified part can be utilized for the purposes for which it is intended; or if there be no such certification, the date when final payment is due.
- 6.1.28 SUPPLEMENTAL AGREEMENT: A WRITTEN AGREEMENT BETWEEN THE Contractor and the Owner covering: (1) work that would increase or decrease the total amount of the awarded Contract, or any major Contract item, by more than 25%, such increased or decreased work being within the scope of the originally awarded Contract; or (2) work that is not within the scope of the originally awarded Contract.
- 6.1.29 SUPPLEMENTAL GENERAL CONDITIONS: Modifications to General Conditions.
- 6.1.30 SUPPLIER: Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.
- 6.1.31 WORK: Any and all obligations, duties and responsibilities necessary for the successful completion of the Project assigned to or undertaken by Contractor under the Procurement Documents, including all labor, its administration and Project superintendence, material, equipment and tools, and all services, incidentals and responsibilities prescribed or implied and the furnishing thereof.
- 6.1.32 WRITTEN NOTICE: Any notice to any party to the Agreement relative to any part of the Procurement Documents communicated in writing and considered delivered, and the service thereof completed when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative.

6.2 INTRODUCTORY PROVISIONS

- 6.2.1 CONTRACTOR represents that CONTRACTOR has familiarized himself with, and assumes full responsibility for having familiarized himself with, the nature and extent of the Procurement Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and requirements of the Procurement Documents. CONTRACTOR also represents that CONTRACTOR has studied all surveys and investigation reports of subsurface and latent physical conditions and made such additional surveys and investigations as CONTRACTOR deems necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Procurement Documents and that he has correlated the results of all such data with

the requirements of the Procurement Documents.

- 6.2.2 COUNTY and CONTRACTOR shall each receive at least one executed counterpart of the Procurement Documents. COUNTY shall furnish CONTRACTOR up to three copies (unless otherwise provided in the Specifications) of the Procurement Documents as are reasonably necessary for the execution of the Work.
- 6.2.3 Before starting the Work at the site, a pre-construction conference will be held for COUNTY and CONTRACTOR to review the Project and discuss procedure. Present at the conference will be ENGINEER Resident Project Representatives, CONTRACTOR and his Project Supervisor or Superintendent.
- 6.2.4 The Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, as to the manner of performance and rate of progress of the work. The Engineer shall decide all questions which may arise as to the interpretation of the Specifications of Plans relating to the work. The Engineer shall determine the amount and quality of the several kinds of work performed and materials furnished which are to be paid for under the Contract.
- 6.2.5 All work and materials furnished shall be in reasonably close conformity with the requirements that are specified in the Contract, Plans, and Specifications.

If the Engineer finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the Plans and Specifications but that the portion of the work affected, will, in his/her opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, he will advise the Owner of his/her determination that the affected work be accepted and remain in place. In this event, the Engineer will document his/her determination and recommend to the Owner a basis of acceptance which will provide for an adjustment in the Contract price for the affected portion of the work. The Engineer's determination and recommended Contract price adjustments will be based on good engineering judgment and such tests or retests of the affected work as are in his/her opinion, needed. Changes in the Contract price shall be covered by Contract modifications (change order or supplemental agreement) as applicable.

If the Engineer finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the Plans and Specifications and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the Engineer's written orders.

For the purpose of this subsection, the term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the Contract, Plans, and Specifications. The term shall not be construed as waiving the Engineer's right to assist on strict compliance with the requirements of the Contract, Plans, and Specifications during the Contractor's prosecution of the work,

when, in the Engineer's opinion, such compliance is essential to provide an acceptable finished portion of the work.

For the purpose of this subsection, the term "reasonably close conformity" is also intended to provide the Engineer with the authority to use good engineering judgment in his/her determinations as to acceptance or work that is not in strict conformity but will provide a finished product equal to or better than that intended by the requirements of the Contract, Plans and Specifications.

The Engineer should advise FDOT of the Engineer's determinations as to acceptance of work that is not in reasonable close conformity to the Contract, Plans, and Specifications. Change orders or supplemental agreements must bear the written approval of FDOT.

- 6.2.6 COUNTY will make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Procurement Documents. COUNTY will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work.

6.3 SCHEDULES, REPORTS AND RECORDS

- 6.3.1 The CONTRACTOR shall submit to the COUNTY such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the Procurement Documents for the Work to be performed.

- 6.3.2 Within five (5) days after delivery of the executed Agreement by COUNTY to CONTRACTOR, CONTRACTOR shall submit construction progress schedules showing the order in which he proposes to carry on the Work, including dates at which he will start the various parts of the Work, estimated date of completion of each part and, as applicable:

- 6.3.2.1 The dates at which special detail drawings will be required; and

- 6.3.2.2 Respective dates for submission of Shop Drawings, the beginning of manufacture, the testing and installation of materials, supplies and equipment.

- 6.3.3 The CONTRACTOR shall also submit a schedule of payments that he anticipates he will earn during the course of the Work.

- 6.3.4 COUNTY reserves the right to conduct an audit of all records pertaining to the project including those of the prime contractor, the subcontractor, or both. Records include, but are not limited to, all books of account, supporting documents, and papers pertaining to the cost of performance of the project work. CONTRACTOR and its subcontractors shall retain all records pertaining to the Contract for a period of not less than five (5) years from the date of the Engineer's final acceptance of the project unless a longer

period is otherwise specified.

- 6.3.5 The COUNTY shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The COUNTY shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.
- 6.3.6 The Department reserves the right to unilaterally terminate this Agreement for failure by the COUNTY to comply with the Public Records provisions of Chapter 119, Florida Statutes.

6.4 DRAWINGS AND SPECIFICATIONS

- 6.4.1 The intent of the Drawings and Specifications is that the CONTRACTOR shall furnish all labor, materials, tools, equipment and transportation necessary for the proper execution of the Work in accordance with the Procurement Documents and all incidental Work necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy or operation by the COUNTY.
 - 6.4.2.1 The CONTRACTOR may be furnished additional instructions and detail drawings by the ENGINEER, as necessary to carry out the Work required by the Procurement Documents.
 - 6.4.2.2 The additional drawings and instruction thus supplied will become a part of the Procurement Documents. The CONTRACTOR shall carry out the Work in accordance with the additional detail drawings and instructions.
- 6.4.3 In case of conflict between the Drawings and Specifications, the Specifications shall govern. Figure dimensions on Drawings shall govern over scale dimensions, and detailed Drawings shall govern over general Drawings.
- 6.4.4 Any discrepancies found between the Drawings and Specifications and site conditions or any inconsistencies or ambiguities in the Drawings or Specifications shall be immediately reported to the ENGINEER, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the CONTRACTOR after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the CONTRACTOR'S risk.
- 6.4.5 During the entire construction operation, CONTRACTOR shall keep one record of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to COUNTY and shall be delivered to the COUNTY upon completion of the Project.

Record information shall include but not be limited to record dimensions, finished pavement grades, finished elevations or structures, record inverts, etc.

The Contractor shall, without additional cost, furnish to the Owner three (3) complete sets of all maintenance manuals, parts lists, and operating instructions covering materials, equipment and installations having moving parts. It is mandatory that all of the aforesaid be delivered at the same time and with the materials, equipment, and installations, so that proper installations and operation can be promptly made.

6.4.6 The CONTRACTOR shall employ a Florida Registered Professional Land Surveyor, engineer, architect, and or other appropriate professional as necessary, for the completion of record drawings. Final payment will not be made to the CONTRACTOR until signed and sealed record drawings have been submitted to and approved by COUNTY.

6.5 SHOP DRAWINGS

6.5.1 The CONTRACTOR shall provide Shop Drawings as may be necessary for the prosecution of the Work as required by the Procurement Documents. The ENGINEER shall promptly review all Shop Drawings. The ENGINEER'S approval of any Shop Drawing shall not release the CONTRACTOR from responsibility for deviations from the Shop Drawings. The approval of any Shop Drawing, which substantially deviates from the requirement of the Procurement Documents shall be evidenced by a Change Order.

6.5.2 When submitted for the ENGINEER'S review, Shop Drawings shall bear the CONTRACTOR'S certification that he has reviewed, checked and approved the Shop Drawings and that they are in conformance with the requirements of the Procurement Documents.

6.5.3 Portions of the Work requiring a Shop Drawing or sample submission shall not begin until the Shop Drawing or submission has been approved by the ENGINEER. A copy of each approved Shop Drawing and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

6.6 MATERIALS, SERVICES AND FACILITIES

6.6.1 It is understood that, except as otherwise specifically stated in the Procurement Documents, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision and temporary construction of any nature whatsoever necessary to execute, complete and deliver the Work within the specified time.

6.6.2 Materials and equipment shall be so stored as to ensure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection.

- 6.6.3 Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
- 6.6.4 Materials, supplies and equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the ENGINEER.
- 6.6.5 Materials, supplies or equipment to be incorporated into the Work shall not be purchased by the CONTRACTOR or the SUBCONTRACTOR subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

6.7 INSPECTION AND TESTING

- 6.7.1 All materials and equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Procurement Documents.
- 6.7.2 The COUNTY shall provide all inspection and testing services not required by the Procurement Documents.
- 6.7.3 The CONTRACTOR shall provide at his expense the testing and inspection services required by the Procurement Documents.
- 6.7.4 If the Procurement Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the ENGINEER timely notice of readiness. The CONTRACTOR will then furnish the ENGINEER the required certificates of inspection, testing or approval.
- 6.7.5 Inspections, tests or approvals by the ENGINEER or others shall not relieve the CONTRACTOR from his obligations to perform the Work in accordance with the requirements of the Procurement Documents.
- 6.7.6 The ENGINEER and his representatives will at all times have access to the Work. In addition, authorized representatives and agents of any participating Federal or State Agency shall be permitted to inspect all Work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the Work and also for any inspection, or testing thereof.
- 6.7.7 If any Work is covered contrary to the written instructions of the ENGINEER it must, if requested by the ENGINEER, be uncovered for his observation and replaced at the CONTRACTOR'S expense.

- 6.7.8 If the ENGINEER considers it necessary or advisable that covered Work be inspected or tested by others, the CONTRACTOR, at the ENGINEER'S request, will uncover, expose or otherwise make available for observation, inspection or testing as the ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, materials tools and equipment. If it is found that such Work is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such Work is not found to be defective, the CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate Change Order shall be issued.
- 6.7.9 CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If CONTRACTOR observes that the Specifications or Drawings are at variance therewith, CONTRACTOR shall give COUNTY prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If CONTRACTOR performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to COUNTY, CONTRACTOR shall bear all costs arising therefrom.

6.8 SUBSTITUTIONS

- 6.8.1 Whenever a material, article or piece of equipment is identified on the Drawings or Specifications by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article or piece of equipment of equal substance and function for those referred to in the Procurement Documents by reference to brand name or catalogue number, and if, in the opinion of the ENGINEER, such material, article or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution in writing and use by the CONTRACTOR. Any cost differential shall be deductible from the Contract Price and the Procurement Documents shall be appropriately modified by Change Order. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or general design of the Project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the Contract Price or Contract Time.

6.9 PATENTS

- 6.9.1 The CONTRACTOR shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the COUNTY harmless from loss on account thereof, except that the COUNTY shall be responsible for any such loss when a particular process, design or the product of a particular manufacturer or manufacturers is specified, however, if the CONTRACTOR has reason to believe that the design, process or product specified is an infringement of a patent, he shall be

responsible for such loss unless he promptly gives such information to the ENGINEER.

6.10 SURVEYS, PERMITS, REGULATIONS

6.10.1 The COUNTY shall furnish a survey and establish all base lines and reference points for locating the principal component parts of the Work together with a suitable number of bench marks adjacent to the Work as shown in the Procurement Documents. From the information provided by the COUNTY, unless otherwise specified in the Procurement Documents, the CONTRACTOR shall develop and make all detail surveys needed for layout and construction such as slope stakes, batter boards, stakes for pile locations and other working points, lines, elevations and cut sheets.

6.10.2 The CONTRACTOR shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

6.10.3 Permits and licenses, governmental charges and inspection fees, of a temporary nature necessary for the prosecution of the Work shall be secured and paid for by the CONTRACTOR unless otherwise stated in the Supplemental General Conditions. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the COUNTY unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work as drawn and specified. If the CONTRACTOR observes that the Procurement Documents are at variance therewith, he shall promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted.

6.11 PROTECTION OF WORK, PROPERTY AND PERSONS

6.11.1 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

6.11.2 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. He will notify COUNTY of adjacent utilities when prosecution of the Work may affect them. The CONTRACTOR will remedy all damage, injury or loss to any property caused directly or indirectly, in whole or in part, by the CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for

whose acts any of them may be liable, except damage or loss attributable to the fault of the Procurement Documents or to the acts or omissions of the COUNTY or the ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.

6.11.3 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or COUNTY, shall act to prevent threatened damage, injury or loss. He will give the ENGINEER prompt Written Notice of any significant changes in the Work or deviations from the Procurement Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved.

6.11.4 CONTRACTOR shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR'S superintendent unless otherwise designated in writing by CONTRACTOR to COUNTY.

6.12 SUPERVISION AND PROVISION OF THE WORK BY CONTRACTOR

6.12.1 The CONTRACTOR will supervise and direct the Work efficiently and with his best skill and attention. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction, and shall be responsible to see that the finished Work complies accurately with the Procurement Documents. The CONTRACTOR will employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work.

6.12.2 CONTRACTOR shall provide adequate, competent, suitable, qualified personnel to perform the Work. CONTRACTOR shall at all times maintain good discipline and order at the sites, and conduct the Work in a manner which shall protect the health and safety of personnel, the public, the Work, and property.

6.12.3 CONTRACTOR shall confine his equipment, the storage of materials and equipment, and the operations of his workmen to areas permitted by law, ordinance, permits, or the requirements of the Procurement Documents, and shall not unreasonably encumber the premises with materials or equipment.

6.12.4 CONTRACTOR shall not load nor permit any part of any structure to be loaded with weight that will endanger the structure, or subject any part of the Work to stresses or pressures that will endanger same.

- 6.12.5 CONTRACTOR shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work.
- 6.12.6 All materials and equipment shall be new, except as otherwise provided in the Procurement Documents. If required by COUNTY, CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the Procurement Documents.
- 6.12.7 CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work, and at the completion of the Work shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by COUNTY. CONTRACTOR shall restore to their original condition those portions of the site not designated for alteration by the Procurement Documents.

6.13 CHANGES IN THE WORK

- 6.13.1 The COUNTY may at any time, as the need arises, order changes within the scope of the Work without invalidating the Agreement. If such changes increase or decrease the amount due under the Procurement Documents, or in the time required for performance of the Work, an equitable adjustment shall be authorized by Change Order.
- 6.13.2 The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alteration shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work or cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.

If the alternations or changes in quantities do not significantly change the character of the work performed under the contract, the altered work will be paid for as provided elsewhere in the contract. The term "significant change" shall be construed to apply only to the following circumstances:

- (A) When the character of the work as altered differs materially in kind of nature from that involved or included in the original proposed construction; or

(B) When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of the original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

6.13.3 The ENGINEER also, may at any time, by issuing a Field Order, make changes in the details of the Work. The CONTRACTOR shall proceed with the performance of any changes in the Work so ordered by the ENGINEER unless the CONTRACTOR believes that such Field Order entitles him to a change in Contract Price or Contract Time, or both, in which event he shall give the ENGINEER Written Notice thereof within seven (7) days after the receipt of the ordered change. Thereafter the CONTRACTOR shall document the basis for the change in the Contract Price or Contract Time within thirty (30) days. The CONTRACTOR shall not execute such changes pending the receipt of an executed Change Order or further instruction from the COUNTY.

6.13.4 During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.

Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.

No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.

No contract adjustment will be allowed under this clause for any effects caused on unchanged work.

6.13.5 If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for an adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees

that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.

No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.

No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

6.14 CONTRACT PRICE AND CHANGES THERETO

6.14.1 The Contract price constitutes the total compensation payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expenses without change in the Contract Price.

6.14.2 The Contract Price may be changed only by a written Change Order. The value of any Work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:

6.14.2.1 Unit prices previously approved;

6.14.2.2 An agreed lump sum; and

6.14.2.3 The actual cost for labor, directed overhead, materials, supplies, equipment and other services necessary to complete the Work. In addition there shall be added an amount to be agreed upon but not to exceed fifteen (15) percent of the actual cost of the Work to cover the cost of general overhead and profit.

6.15 COMMENCEMENT, TIME FOR COMPLETION AND LIQUIDATED DAMAGES

6.15.1 All time limits stated in the Procurement Documents are of the essence of the Agreement.

6.15.2 The Contract Time will commence to run on the thirtieth (30) day after the day on which the executed Agreement is delivered by COUNTY to CONTRACTOR; or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed or if not specified therein within fifteen (15) consecutive calendar days after issuance of the Notice to Proceed.

6.15.3 The Contract Time may only be changed by Change Order.

6.15.4 The date of beginning and the time for completion of the Work are essential conditions of the Procurement Documents and the Work embraced shall be commenced on a date specified in the Notice to Proceed.

6.15.5 The CONTRACTOR will proceed with the Work at such rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed by and between the CONTRACTOR and the COUNTY, that the Contract Time for the completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work.

Applicable liquidated damages are the amounts established in the following schedule:

Original Contract Amount....Daily Charge per Calendar Day

\$299,999 and under.....	\$980
\$300,000 but less than \$2,000,000.....	\$1,699
\$2,000,000 but less than \$5,000,000	\$2,650
\$5,000,000 but less than \$10,000,000.....	\$3,819
\$10,000,000 but less than \$20,000,000.....	\$4,687
\$20,000,000 but less than \$40,000,000	\$7,625
\$40,000,000 & over.....	\$10,467 plus 0.00005 of any amount over \$40 million (Round to the nearest whole dollar)

The Engineer may approve adjustments to the liquidated damages amounts in accordance with the Construction Project Administration Manual (CPAM) provided all contract work is complete.

6.15.6 For all contracts, regardless of whether the Contract Time is stipulated in calendar days or working days, the Engineer will count default days in calendar days. If the Contractor or, in case of his default, the surety fails to complete the work with the time stipulated in the contract, or within such extra time that the Owner may have granted then the Contract or, in case of his default, the surety shall pay to the Owner, not as penalty, but as liquidated damages, the amount so due according to the above schedule for each calendar day in which the work is not completed. The Owner has the right to apply, as payment on such liquidated damages, any money the Owner owes the Contractor. The Owner does not waive its right to liquidated damages due under the Contract by allowing the Contractor to continue and to finish the work, or any part of it, after the expiration of the Contract Time including granted time extensions. In the case of a default of the Contract and the completion of the work by the Owner, the Contractor and his surety are liable for the liquidated damages under the Contract, but the Owner will not charge liquidated damages for any delay in the final completion of the Owner's performance of the work due to any unreasonable action or delay on the part of the

Owner. The Owner considers the Contract complete when the Contractor has completed all work and the Owner has accepted the work. The Owner will then release the Contractor from further obligation except as set forth in his bond. In addition to the damages provided for in the above schedule and pursuant to Section 337.18 of the Florida Statutes, when the Contractor fails to complete the work within the Contract Time the Owner may recover from the Contractor amounts that the Owner pays for damages suffered by third parties unless the failure to timely complete the work was caused by the Owner's act or omission.

6.15.6 If the CONTRACTOR shall fail to complete the Work within the Contract Time, or extension of time granted by the COUNTY, then the CONTRACTOR will pay to the COUNTY the amount for liquidated damages as specified in the Agreement for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the Procurement Documents.

6.15.7 The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due to the following, and the CONTRACTOR has promptly given Written Notice of such delay to the COUNTY or ENGINEER:

6.15.7.1. To any preference, priority or allocation order duly issued by the COUNTY;

6.15.7.2. To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, acts of God or of a public enemy, acts of the COUNTY, acts of another CONTRACTOR in the performance of a contract with the COUNTY, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and abnormal and unforeseeable weather; or

6.15.7.3 To any delays of Subcontractors occasioned by any of the causes specified in Sections 6.15.7.1 and 6.15.7.2.

6.15.7.4 To any increased work due to overruns in the original Contract items, new work items or unforeseen work.

6.16 REJECTION AND CORRECTION OF WORK

6.16.1 COUNTY has authority to disapprove or reject Defective Work.

6.16.2 The CONTRACTOR shall promptly remove from the premises all Work rejected by the ENGINEER for failure to comply with the Procurement Documents, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and re-execute the Work in accordance with the Procurement Documents and without expense to the COUNTY and shall bear the expense of making good all Work of other contractors destroyed or damaged by such removal or replacement.

- 6.16.3 All removal and replacement Work shall be done at the CONTRACTOR'S expense. If the CONTRACTOR does not take action to remove such rejected Work within ten (10) days after receipt of Written Notice, the COUNTY may remove such Work and store the materials at the expense of the CONTRACTOR.
- 6.16.4 If the Work is defective or CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment, or if CONTRACTOR fails to make prompt payments to Subcontractors for labor, materials or equipment, COUNTY may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of COUNTY to stop the Work shall not give rise to any duty on the part of the COUNTY to exercise this right for the benefit of CONTRACTOR or any other party.
- 6.16.5 If CONTRACTOR does not correct defective Work or remove and replace such rejected Work within a reasonable time, all as specified in a written notice from COUNTY, COUNTY may have the deficiency corrected or the rejected Work removed and replaced. All direct or indirect costs of such correction or removal and replacement, including compensation for additional professional services, shall be paid by CONTRACTOR, and shall also bear the expenses of making good all Work of others destroyed or damaged by such correction, removal or replacement of the defective Work.
- 6.16.6 If, instead of requiring correction or removal and replacement of defective Work, COUNTY may elect to accept the Work, as is. In such case, if acceptance occurs prior to approval of final payment, a Change Order shall be issued incorporating the necessary revisions in the Procurement Documents, including appropriate reduction in the Contract Price; or if the acceptance occurs after approval of the final payment, an appropriate amount shall be paid by CONTRACTOR to COUNTY.

6.17 UNFORESEEN PHYSICAL and SUBSURFACE CONDITIONS

- 6.17.1 The CONTRACTOR shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the COUNTY by Written Notice of the following:
- 6.17.1.1 Subsurface or latent physical conditions on the site differing materially from those indicated in the Procurement Documents; and
- 6.17.1.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Procurement Documents.
- 6.17.1.3 The COUNTY shall promptly investigate the conditions, and if it finds that such conditions do so materially differ and cause an increase or decrease in the scope of, cost of, or in the time required for, performance of the Work, an equitable adjustment shall be made and the Procurement Documents shall be modified by a Change Order. Any claim of the CONTRACTOR for adjustment hereunder shall not be allowed unless

he has given written notice to the County of the condition in a timely manner; provided that the COUNTY may, if it determines the facts so justify, consider and adjust any such assertion before the date of final payment.

6.18 SUSPENSION OF WORK, TERMINATION AND DELAY

- 6.18.1 The COUNTY may, at any time without cause, suspend the Work or any portion thereof for a period of not more than ninety (90) days, or such further time as agreed upon by the CONTRACTOR, by Written Notice to the CONTRACTOR which shall fix the date on which Work shall be resumed. The CONTRACTOR will resume that Work on the date so fixed. The CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension.
- 6.18.2 If the CONTRACTOR is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the Work or if he disregards the authority of the ENGINEER, or if he otherwise violates any provision of the Procurement Documents, then the COUNTY may, without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety a minimum of ten (10) days from delivery of a Written Notice, terminate the services of the CONTRACTOR and take possession of the Project, and of all materials, equipment, tools, construction equipment and machinery, thereon owned by the CONTRACTOR, and finish the Work by whatever method he may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the COUNTY. Such costs incurred by the COUNTY will be determined by the ENGINEER and incorporated in a Change Order.
- 6.18.3 Where the CONTRACTOR'S services have been so terminated by the COUNTY, said termination shall not affect any right of the COUNTY against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by the COUNTY due the CONTRACTOR will not release the CONTRACTOR from compliance with the Procurement Documents.
- 6.18.4 After ten (10) days from delivery of a Written Notice to the CONTRACTOR, the COUNTY may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the CONTRACT. In such case, the CONTRACTOR shall be paid for all Work executed and any expense sustained plus reasonable profit.

6.18.5 If through no act or fault of the CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by the COUNTY or under an order of court or other public authority, or the ENGINEER fails to act on any request for payment within thirty (30) days after it is submitted or the COUNTY fails to pay the CONTRACTOR substantially the sum approved by the ENGINEER, then the CONTRACTOR may, after ten (10) days from delivery of a Written Notice to the COUNTY and the ENGINEER, terminate the CONTRACT and recover from the COUNTY payment for all Work executed and all expenses sustained. In addition and in lieu of terminating the CONTRACT, if the ENGINEER has failed to act on a request for payment or if the COUNTY has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) days Written Notice to the COUNTY and the ENGINEER stop the Work until he has been paid all amounts then due, in which event and upon resumption of the Work, Change Orders shall be issued for adjusting the Contract Price or extending the Contract Time or both to compensate for the costs and delays attributable to the stoppage of the work.

6.18.6 If the performance of all or any portion of the Work is suspended, delayed or interrupted as a result of a failure of the COUNTY or ENGINEER to act within the time specified in the Procurement Documents, or if no time is specified, within a reasonable time, an adjustment in the Contract Price or an extension of the Contract Time, or both, shall be made by Change Order to compensate the CONTRACTOR for the costs and delays necessarily caused by the failure of the COUNTY or ENGINEER.

6.19 PAYMENTS TO CONTRACTOR

6.19.1 At least ten (10) days before each progress payment falls due (but not more than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate (payment request) filled out and signed by the CONTRACTOR covering the Work performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the COUNTY, as will establish COUNTY'S title to the material and equipment and protect its interest therein, including applicable insurance. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his verification of work progression and approval of payment, and process same pursuant to Section 4.18; or return the partial payment estimate to the CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. Upon Engineer's approval, the payment estimate shall be processed for Board of County Commission approval according to the terms and timelines expressed in Section 4.18. The COUNTY will, within ten (10) days of Board of County Commission approval, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The COUNTY shall retain five (5) percent of the amount of each payment until final completion and acceptance of all Work covered by the Procurement

Documents. On completion and acceptance of a part of the Work on which the price is stated separately in the Procurement Documents, payment may be made in full, including retained percentages, less authorized deductions.

6.19.2 After the COUNTY'S first payment, each subsequent payment estimate (payment request) shall include Contractor's Affidavit stating that all previous progress payments received on account of the work have been applied to discharge in full all of CONTRACTOR'S obligations with respect to the work, materials and equipment represented in prior payment requests. Prior to payment for any period in which a "Notice to Owner" on file has not been fully released, Contractor shall submit (a) a consent of surety to such payment, or (2) a partial release of lien from the party or parties giving said Notice, satisfactory to County, certifying that all payrolls, material bills, and other indebtedness incurred by Contractor and Subcontractor(s), if any, in connection with the construction of the project have been paid in full through the date of the last payment request. No releases of lien shall be required if Contractor provides written consent of surety for the subject payment.

6.19.3 The request for payment may include an allowance for the cost of major materials and equipment which are suitably stored at or near the site.

6.19.4 COUNTY'S approval of any payment request will constitute a representation that the work has progressed to the point indicated; that, to the best of ENGINEER'S knowledge, information and belief, the quality of the work is in accordance with the Procurement Documents (subject to an evaluation of the work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Procurement Documents and any qualifications stated in his approval); and that CONTRACTOR is entitled to payment of the amount approved. However, by approving any such payment COUNTY will not thereby be deemed to have represented that COUNTY made exhaustive or continuous on-site inspections to check the quality or the quantity of the work, or that COUNTY has reviewed the means, methods, techniques, sequences and procedures of construction, or that COUNTY has made any examination to ascertain how or for what purpose CONTRACTOR has used the monies paid or to be paid to him on account of the Contract Price, or that title to any work, materials or equipment has passed to COUNTY free and clear of any liens.

6.19.5 COUNTY may refuse to approve the whole or any part of any payment if, in its opinion, it would be incorrect. COUNTY may also refuse to approve any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously approved, to such extent as may be necessary in its opinion to protect COUNTY from loss because:

6.19.5.1 The work is defective, or completed work has been damaged requiring correction or replacement;

6.19.5.2 Claims or liens have been filed or there is reasonable cause to believe such may be filed;

- 6.19.5.3 The Contract Price has been reduced because of modifications;
- 6.19.5.4 COUNTY has been required to correct defective or incomplete work; or
- 6.19.5.5 CONTRACTOR'S unsatisfactory performance of the work, including failure to furnish acceptable document submittal or to clean up.
- 6.19.6 Upon written notice from CONTRACTOR that the Project is complete, ENGINEER will make a final inspection with CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.
- 6.19.7 On or before the date specified for Substantial Completion in the Agreement, CONTRACTOR shall, in writing to COUNTY, certify that the entire Project is substantially completed and request that COUNTY issue a Certificate of Substantial Completion. Within a reasonable time thereafter, ENGINEER and CONTRACTOR shall make an inspection of the Project to determine the status of completion. If ENGINEER does not consider the Project substantially complete, ENGINEER will notify CONTRACTOR in writing giving his reasons therefore. If COUNTY considers the Project substantially complete, COUNTY will prepare a tentative Certificate of Substantial Completion which shall fix the date of Substantial Completion and the responsibilities between COUNTY and CONTRACTOR for maintenance. There shall be attached to the Certificate, a tentative list of items to be completed or corrected before final payment, and the Certificate shall fix the time within which such items shall be completed or corrected, said time to be within the Contract Time.
- 6.19.8 If no date is specified for Substantial Completion in the Agreement and there is no requirement therefor, CONTRACTOR may nevertheless request a Certificate of Substantial Completion, within a reasonable time before the end of the Contract Term, according to the terms of the preceding paragraph, or CONTRACTOR may make application for final payment provided that CONTRACTOR has completed all requirements of the Procurement Documents.
- 6.19.8.1 CONTRACTOR'S application for final payment shall contain verification that all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, record drawings and other items required by the Procurement Documents have been delivered to COUNTY.
- 6.19.8.2 CONTRACTOR'S application for final payment shall attach written consent of surety to the final payment and a complete and legally sufficient Final Release and Waiver of all Liens (satisfactory to ENGINEER) arising out of the Procurement Documents and the labor and services performed by the CONTRACTOR, and the material and equipment furnished thereunder by CONTRACTOR. CONTRACTOR shall attach an affidavit verifying that all labor, services, materials and equipment for which a lien could be filed,

and that all payrolls, materials and equipment bills, and other indebtedness connected with the Work for which COUNTY or its property might in any way be responsible have been paid or otherwise satisfied.

- 6.19.9 ENGINEER shall approve CONTRACTOR'S application for final payment, if, on the basis of his observation and review of the work during construction, his final inspection and his review of the application for final payment all as required by the Procurement Documents ENGINEER is satisfied that the work has been completed and CONTRACTOR has fulfilled all of his obligations under the Procurement Documents. Otherwise, ENGINEER will return the application to CONTRACTOR indicating in writing his reasons for refusing to approve final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the application.
- 6.19.10 ENGINEER shall indicate his approval for final payment and acceptance of the work in a certificate attached to CONTRACTOR'S final payment request, and forward same to the Board of County Commissioners for approval and acceptance of the work. The entire balance found to be due the CONTRACTOR, including the retained percentages, except such sums as may be lawfully retained by the COUNTY, shall be paid to the CONTRACTOR within thirty (30) days of ENGINEER'S approval of CONTRACTOR'S application for final payment. CONTRACTOR shall furnish COUNTY a Contractor's Affidavit to Owner prior to COUNTY'S release of final payment.
- 6.19.11 If after Substantial Completion of the work, final completion is materially delayed through no fault of CONTRACTOR, COUNTY shall, without terminating the Agreement, make payment of the balance due for that portion of the work fully completed and accepted. If the remaining balance for work not fully completed is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required by the Procurement Documents, the written consent of the Surety to the payment of the balance due for that portion of the work fully completed and accepted shall be submitted by the CONTRACTOR to the COUNTY prior to approval of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.
- 6.19.12 CONTRACTOR'S obligation to perform the work and complete the Project in accordance with the Procurement Documents shall be absolute. Neither approval of any progress or final payment by COUNTY, nor the issuance of a certificate of Substantial Completion, nor any payment by COUNTY to CONTRACTOR under the Procurement Documents, nor any use or occupancy of the Project or any part thereof by COUNTY, nor any act or acceptance by COUNTY nor any failure to do so, nor any correction of defective work by COUNTY shall constitute an acceptance of work not in accordance with the Procurement Documents.
- 6.19.13 The COUNTY shall have the right to enter the premises for the purpose of doing Work not covered by the Procurement Documents. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the

Work, or the restoration of any damaged Work except such as may be caused by agents or employees of the COUNTY.

- 6.19.14 Prior to Substantial Completion of the Project, COUNTY may request CONTRACTOR in writing to permit it to use a specified part of the Project which is complete or substantially complete and which COUNTY believes may be used without significant interference with construction of the other parts of the Project. If CONTRACTOR agrees, CONTRACTOR will certify to COUNTY that said part of the Project is substantially complete and request COUNTY to issue a certification of Substantial Completion for that part of the Project. Within a reasonable time thereafter COUNTY and CONTRACTOR shall make an inspection of that part of the Project to determine its status of completion. If COUNTY does not consider that it is substantially complete, COUNTY will notify CONTRACTOR in writing giving the reasons therefore. If COUNTY considers that part of the Project to be substantially complete, COUNTY will execute to a certificate to that effect fixing the date of Substantial Completion as to that part of the Project, attaching thereto a tentative list of items to be completed or corrected before final payment and a statement fixing the responsibility between COUNTY and CONTRACTOR for maintenance and utilities as to that part of the Project. COUNTY shall have the right to exclude CONTRACTOR from any part of the Project which is so certified to be substantially complete, but shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.
- 6.19.15 COUNTY shall have the right to exclude CONTRACTOR from the Project after the date of Substantial Completion, but COUNTY shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.
- 6.19.16 The CONTRACTOR will indemnify and save the COUNTY or the COUNTY'S agents harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the Work. Prior to being entitled to a progress payment from the County the CONTRACTOR shall (a) provide the county with written consent of surety to such payment, or (b) furnish satisfactory evidence from subcontractors and materialmen providing Notice to Owner as specified herein that all obligations of the nature designated above have been paid, discharged or waived. If the CONTRACTOR fails to do so, the COUNTY may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the CONTRACTOR shall be resumed in accordance with the terms of the Procurement Documents, but in no event shall the provisions of this paragraph be construed to impose any obligations upon the COUNTY to the CONTRACTOR, his surety, or any third party. In paying any unpaid bills of the CONTRACTOR, any payment so made by the COUNTY shall be considered as a payment made under the Procurement Documents by the COUNTY to the CONTRACTOR and the COUNTY shall not be liable to the CONTRACTOR for any such payments made in good faith.

6.19.17 The CONTRACTOR shall indemnify, defend, save and hold harmless the COUNTY and, if applicable, the FLORIDA DEPARTMENT OF TRANSPORTATION and all of their officers, agents, or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the CONTRACTOR, its officers, agents, or employees.

6.20 ACCEPTANCE OF FINAL PAYMENT AS RELEASE

6.20.1 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the COUNTY of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for things done or furnished in connection with this Work and for every act and neglect of the COUNTY and others relating to or arising out of this Work. Any payment, however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the Procurement Documents, guarantee, or the Performance Bond and Payment Bond.

6.21. INSURANCE

- A. Commercial General Liability:** CONTRACTOR shall have and maintain throughout the duration of the Contract Commercial General Liability (CGL) Insurance with limits of at least \$1,000,000 each person/each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of at least \$2,000,000. Products and completed operations aggregate shall be no less than \$2,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x,c,u) exposures, personal injury and advertising injury. CONTRACTOR'S CGL insurance shall be primary with respect to the County, and contribution may not be sought from any insurance held by the County.
- B. Business Automobile Liability:** CONTRACTOR shall have and maintain throughout the duration of the Contract Business Automobile Liability Insurance with limits of at least \$1,000,000 each person/each accident for bodily injury and property damage liability arising out of any auto (including owned, hired and non-owned autos). Contractual liability coverage shall be provided. CONTRACTOR'S Business Automobile Liability insurance shall be primary with respect to the County, and contribution may not be sought from any insurance held by the County.
- C. Workers Compensation:** CONTRACTOR shall have and maintain throughout the duration of the Contract Worker's Compensation Insurance in accordance with State law and Employer's Liability coverage with a limit of at least \$1,000,000 each accident, \$500,000 each employee, and \$500,000 policy limit for disease. In case any work is

subcontracted, CONTRACTOR shall require each subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by CONTRACTOR.

D. RESERVED

E. Certificates of Insurance: All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. Hendry County must be named as an additional insured on all policies except Workers' Compensation. CONTRACTOR must provide valid certificates of insurance to the COUNTY for all policies. CONTRACTOR will be required to provide the COUNTY, as an additional insured, with thirty (30) days' written notice prior to the cancellation, modification or non-renewal of the policies.

6.22 CONTRACT SECURITY - BONDS

6.22.1 The CONTRACTOR shall within fifteen (15) days after the receipt of the Notice of Award furnish the COUNTY with a Performance Bond and a Payment Bond in penal sums equal to the amount of the Contract Price, conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions and agreements of the Procurement Documents, and upon the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of the Work provided by the Procurement Documents. Such Bonds shall be executed by the CONTRACTOR and a corporate bonding company licensed to transact such business in the state in which the Work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these Bonds shall be borne by the CONTRACTOR. If at any time a surety on any such Bond is declared a bankrupt or loses its right to do business in the State of Florida or is removed from the list of Surety Companies accepted on Federal Bonds, CONTRACTOR shall within ten (10) days after notice from the COUNTY to do so, substitute an acceptable Bond (or Bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the COUNTY. The premiums on such Bond shall be paid by the CONTRACTOR. The term of said Bond(s) shall extend as provided in the Procurement Documents. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable Bond to the COUNTY.

6.22.2 It is the CONTRACTOR'S responsibility to notify his Surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable Bond(s) shall be adjusted accordingly. CONTRACTOR shall furnish proof of such adjustments to COUNTY.

6.22.3 In case of default on the part of the CONTRACTOR, the COUNTY will charge against the bond all expenses for services incidental to ascertaining and collecting losses under the bond, including accounting, engineering, and legal services, together with any and all costs incurred in connection with renegotiation of the Contract and those other expenses and losses allowed by law.

6.22.4 The surety company shall indemnify and provide defense for the COUNTY when called upon to do so for all claims or suits against the COUNTY by third parties pertaining to CONTRACTOR payment or performance issues arising out of the Contract where the CONTRACTOR has failed to timely do so. It is expressly understood that the monetary limitation on the extent of the indemnification shall be the approved Contract amount, which shall be the original Contract amount as may be increased by subsequent Supplemental Agreements or change orders.

6.23 ASSIGNMENTS

6.23.1 Neither the CONTRACTOR nor the COUNTY shall sell, transfer, assign or otherwise dispose of the Agreement or any portion thereof or of his right, title or interest therein, or its obligations there-under, without written consent of the other party.

6.24 INDEMNIFICATION

6.24.1 The CONTRACTOR will indemnify and hold harmless the COUNTY and the ENGINEER and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the Work, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property including the loss of use resulting there from; and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR, and Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

6.24.2 In any and all claims against the COUNTY or the ENGINEER, or any of their agents or employees, by any employee of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them, and anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any Subcontractor under workmen's compensation acts, disability benefits acts or other employee benefits acts.

6.24.3 The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the ENGINEER, his agents or employees arising out of the preparation or approval of maps, Drawings, opinions, reports, surveys, Change Orders, designs or specifications.

6.25 SEPARATE CONTRACTS

6.25.1 The COUNTY reserves the right to let other contracts in connection with this Project. The CONTRACTOR shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their Work, and shall properly connect and coordinate his Work with theirs. If the proper execution or results

of any part of the CONTRACTOR'S Work depends upon the Work of any other contractor, the CONTRACTOR shall inspect and promptly report to the ENGINEER any defects in such Work that render it unsuitable for such proper execution and results.

6.25.2 The COUNTY may perform additional Work related to the Project by itself, or it may let other contracts containing provisions similar to these. The CONTRACTOR will afford the other contractors who are parties to such contracts (or the COUNTY, if it is performing the additional Work itself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of Work, and shall properly connect and coordinate his Work with theirs.

6.25.3 If the performance of additional Work by other contractors or the COUNTY is not noted in the Procurement Documents prior to the execution of the Agreement, Written Notice thereof shall be given to the CONTRACTOR prior to starting any such additional Work. If the CONTRACTOR believes that the performance of such additional Work by the COUNTY or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefor as provided in the Procurement Documents.

6.26 SUBCONTRACTING

6.26.1 The CONTRACTOR may utilize the services of specialty Subcontractors on those parts of the Work which under normal contracting practices, are performed by specialty Subcontractors.

6.26.2 The CONTRACTOR shall not award Work to Subcontractor(s), in excess of fifty (50%) percent of the Contract Price, without prior written approval of the COUNTY.

6.26.3 The CONTRACTOR shall be fully responsible to the COUNTY for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, to the extent he is liable for the acts and omissions of persons directly employed by him.

6.26.4 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 the Procurement Documents insofar as applicable to the Work of Subcontractors and to give the CONTRACTOR the same power as regards terminating any subcontract that the COUNTY may exercise over the CONTRACTOR under any provision of the Procurement Documents.

6.26.5 Nothing contained in the Procurement Documents shall create a contractual relationship between COUNTY and Subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of COUNTY to pay or to see to the payment of any monies due any Subcontractor or other person or organization, except as may otherwise be required by law. COUNTY may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of

amounts paid to CONTRACTOR on account of specific Work done in accordance with the Procurement Documents.

6.26.6 The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade.

6.27 ENGINEER'S AUTHORITY

6.27.1 The ENGINEER shall act as the COUNTY'S representative during the construction period. He shall decide questions which may arise as to quality and acceptability of materials furnished and Work performed. He shall interpret the intent of the Procurement Documents in a fair and unbiased manner. The ENGINEER will make visits to the site and determine if the Work is proceeding in accordance with the Procurement Documents.

6.27.2 The CONTRACTOR will be held strictly to the intent of the Procurement Documents in regard to the quality of materials, workmanship and execution of the Work. Engineer may make inspections at the factory or fabrication plant of the source of material supply.

6.27.3 The ENGINEER will not be responsible for the construction means, controls, techniques, sequences, procedures or construction safety.

6.27.4 The ENGINEER shall promptly make decisions relative to interpretation of the Procurement Documents.

6.28 LAND AND RIGHTS-OF-WAY

6.28.1 Prior to issuance of Notice to Proceed, the COUNTY shall obtain all land and rights-of-way necessary for carrying out and for the completion of the Work to be performed pursuant to the Procurement Documents, unless otherwise mutually agreed.

6.28.2 The COUNTY shall provide to the CONTRACTOR information which delineates and describes the lands owned and rights-of-way acquired.

6.28.3 The CONTRACTOR shall provide at his own expense and without liability to the COUNTY any additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities, or for storage of materials.

6.29 GUARANTY

6.29.1 The CONTRACTOR warrants and guarantees to COUNTY all materials and equipment furnished and Work performed for a period of one (1) year from the date of Substantial Completion. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of Substantial Completion of the project that the completed project is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall

promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the project resulting from such defects. The COUNTY will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments or other Work that may be made necessary by such defects, the COUNTY may do so and charge the CONTRACTOR the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

6.29.2 CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will pass to COUNTY at the time of payment free and clear of all liens, claims, security interests and encumbrances.

6.30 CLAIMS FOR ADJUSTMENTS AND DISPUTES. If for any reason the Contractor deems that additional compensation is due him for work or materials not provided for in the Contract, Plans, or specifications or previously authorized as extra work, he shall notify the Engineer in writing of his/her intention to claim such additional compensation before he begins the work on which he bases the claim. If such notification is not given or the Engineer is not afforded proper opportunity by the Contractor for keeping strict account of actual accost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the Engineer has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit his/her written claim to the Engineer who will present it to the Owner for consideration in accordance with local laws or ordinances.

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

6.31 MISCELLANEOUS PROVISIONS

6.31.1 Whenever any provision of the Procurement Documents requires the giving of Written Notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an office of the entity for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to him who gives the notice.

6.31.2 When any period of time is referred to in the Procurement Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday, or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

6.31.3 All moneys not paid when due hereunder shall bear interest at the maximum rate allowed by law at the place of the Project.

6.31.4 All specifications, drawings and copies thereof furnished by COUNTY shall remain its

property. Same shall not be used on another Project, and, with the exception of those sets which have been signed in connection with the execution of the Agreement, shall be returned to the COUNTY on request upon completion of the Project.

6.31.5 The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR and the rights and remedies available to COUNTY hereunder, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available by law, by special guarantee or by other provisions of the Procurement Documents.

Should COUNTY or CONTRACTOR suffer injury or damage to their person or property because of any error, omission or act of the other or of any of their employees or agents or others for whose acts they are legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

6.31.6 When operating in or adjacent to a railroad right-of-way CONTRACTOR shall notify the railroad company as directed on the Plans, and the COUNTY at least 72 hours before beginning such operation, including any operation requiring movement of employees, trucks, or other equipment across the tracks of the railroad company at other than an established public crossing and any other work that may affect railroad operations or property.

6.31.7 Inspector General / Participation (The Awarded CONTRACTOR agrees to comply with S.20.055(5), Florida Statutes).

6.31.8 The COUNTY shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

6.31.9 In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

6.31.10 An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the COUNTY.

6.31.11 The COUNTY agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or sub consultants (each referred to as "Entity")

for the purposes of the below indemnification) who perform work in connection with this Agreement:

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers or the like. The CONTRACTOR agrees to indemnify, defend and hold the COUNTY harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONSTRUCTION, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement.

6.31.12 If the COUNTY elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the COUNTY may self-insure and proof of self-insurance shall be provided to the Department. If the COUNTY elects to hire a contractor or consultant to perform the Project, then the COUNTY shall, or cause its contractor or consultant to carry Commercial General Liability Insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the last occurrence form edition of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida. The COUNTY shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the COUNTY is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to

disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

6.31.13 When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along the with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

6.31.14 The COUNTY agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

SECTION VII

MISCELLANEOUS

- A. **No Lobbying:** All respondents are hereby placed on notice that any communication, whether written or oral, with Hendry County elected officials or any County staff or outside individuals working with the County in respect to this procurement (with the exception of the Contract/Purchasing personnel designated to receive requests for interpretation or corrections or technical questions) is prohibited. These persons shall not be lobbied, either individually or collectively, regarding any invitation to bid, proposals, qualifications and/or any other solicitations released by the County. To do so is grounds for immediate disqualification from the selection process. All respondents must submit the attached No Lobbying Acknowledgement with their submittal stating that they and their subcontractors, sub-consultants and other agents agree to abide by the no lobbying restrictions in order to be considered for this request. Any respondent that does not submit the required No Lobbying Acknowledgement will be automatically disqualified from further consideration.

NOTE: For respondents' convenience, this acknowledgement is attached and made a part of the procurement package.

- B. **Collusion, Gratuities and Kickbacks:** It shall be unethical for any respondent to collude with any other respondent or offer, give or agree to give any County Commissioner, County employee or County representative (including selection committee members) a gift, gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation or preparation of any part of the procurement process.

NOTE: For respondents' convenience, this affidavit is attached and made a part of the procurement package.

- C. **Modifications:** The County reserves the right to modify, alter or change the scope or other aspects of this solicitation.
- D. **Level Playing Field:** The contents of this solicitation are intended to provide a level playing field on which firms or individuals may base their responses.
- E. **Public Entity Crime Affidavit:** As provided by Florida Statute 287.133(2)(a), a person or affiliate who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to a Public Entity, may not submit a bid on a contract with a Public Entity for the construction or repair of a public building or a public work, may not submit bids on leases of real property to a Public Entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any Public Entity, and may not transact business with any

Public Entity in excess of the threshold amount provided in s. 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Any person must notify the County within 30 days after a conviction of a Public Entity Crime applicable to that person or to an affiliate of that person.

NOTE: For respondents' convenience, this affidavit is attached and made a part of the procurement package.

- F. **Conflict of Interest:** The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their submission the name of any officer, director, employee or agent who is also a public officer, employee or an agent of the Hendry County Board of County Commissioners, or any of its agencies.

Furthermore, all respondents must disclose the name of any County officer, employee or agent who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its parent companies or subsidiaries.

NOTE: For respondents' convenience, this affidavit is attached and made a part of the procurement package.

- G. **Immigration Laws:** Respondents must comply with all applicable immigration laws in their employment practices.

NOTE: For respondents' convenience, this affidavit is attached and made a part of the procurement package.

- H. **Tie Proposals:** Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal with respect to quality and cost of service are received by the County for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

Established procedures for processing tie proposals will be followed if none of the tied vendors has a drug-free workplace program.

NOTE: For respondents' convenience, this affidavit is enclosed and made a part of the procurement package.

- I. **Boycotts of Israel:** As provided in Florida Statute 287.135, a company that, at the time of bidding on, submitting a proposal for, or entering into or renewing a contract with the County for goods or services, is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statute 215.4725, or is engaged in a boycott of Israel, is ineligible to, and may not bid on, submit a

proposal for, or enter into or renew a contract with the County. Respondents must certify that the respondent is not participating in a boycott of Israel.

NOTE: For respondents' convenience, this certification form is attached and made a part of the procurement package.

SECTION VIII

GENERAL NOTES

- A. **General Requirements:** Contractor shall provide all labor, equipment, and materials necessary for the work and to cover incidental activities for the project in accordance with FDOT standards. The costs of these requirements shall be included in the unit prices. There will be no separate pay item for General Requirements.
- B. **Pre-construction meeting:** A Pre Construction Conference shall be held at the Hendry County Engineering Department, 99 East Cowboy Way, LaBelle, Florida, 33935 prior to issuance of a NOTICE TO PROCEED.
- C. **Reference documents:**
1. Any work category not included in this document shall comply with the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, FY 2023-24, hereinafter referred to as the Standard Specification.
 2. Method of Measurement and Basis of Payment shall be based on the bid tabulation attached.
 3. All applicable index drawings are made a part of this contract and can be referenced in the Florida Department of Transportation Standard Plans for Road and Bridge Construction, FY 2023-24.
- D. **Examination of Site:** It shall be the responsibility of the prospective bidder to visit the project site and make such examinations and explorations as may be necessary to determine the site of all ambient conditions which may affect construction of this project. Particular attention should be given to methods of providing ingress and egress to adjacent private and public properties, procedures for protecting existing improvements and disposition of all materials to be removed in order that proper considerations may be given to these details during the preparation of the Proposal. Any unusual conditions which may give rise to later contingencies should be brought to the attention of the County and its Engineer prior to the time of the submission of the Proposal.
- E. **Mobilization/Demobilization:** Per FDOT Standards. It is the Contractor's responsibility to obtain an equipment staging and storage area during the project prior to mobilization of equipment, materials, etc. Prior to demobilizing the project area, the Contractor shall need confirmation of the project substantial completion by the Engineer.

Payment for Mobilization/Demobilization shall be at the lump sum bid price as listed in the bid schedule and will be paid over the duration of the project.

F. **Maintenance of Traffic:** Contractor shall provide all labor, equipment, and materials necessary to execute lane closures and detouring of traffic in accordance with FDOT Standards.

1. General: The Contractor shall be responsible for the proper maintenance, Control, and detour of traffic within the project area during the course of construction. All traffic control and maintenance procedures shall be in accordance with the requirements of the Florida Department of Transportation. *It shall be the Contractor's responsibility, as bidder, prior to submitting the Bid, to determine the requirements of this agency* so that the Proposal reflects all costs to be incurred. No claims for additional payment will be considered for costs incurred in the proper maintenance, control, detour and protection of traffic.
2. The Contractor shall submit a Maintenance of Traffic Plan at the Pre-Construction Conference for approval. The prepared plans may be modified with approval by the County. The plan shall be structured around the Maintenance of Traffic. All plans submitted shall be subject to the approval of the County Engineer.
3. Driveway access must be maintained at all times to all parcels currently served with a driveway unless written permission otherwise is obtained by the Contractor from the landowner and the County.
4. Measurement and payment for maintenance of traffic shall be included in the units of measure shown in the bid tabulation. Off duty law enforcement officers, if required, shall also be included.
5. A Pre-Construction Conference will be scheduled by the Engineer in the Notice to Proceed.
6. Payment for Maintenance of Traffic shall be at the lump sum bid price as listed in the bid schedule, and no additional payment shall be made for purchase of special signs, covering or removing of existing signs conflicting with detour route, removal or placement of pavement markings, maintenance of signage, restoration of pre-construction signage and markings, etc., and will be paid in accordance with FDOT standards.

G. **Damage to Existing Property, Structures, and Utilities:** The Contractor shall be held responsible for and shall repair all damage to pavement beyond the limits of this Contract or outside the right-of-way. Also buildings, telephone or other cables, poles, signs, mailboxes, irrigation piping, water pipes, sanitary pipe, or other structures which may be encountered, shall be repaired if damaged. It shall be the Contractor's responsibility to determine the location, character, and depth of any existing utilities.

- H. **Quantity Verification:** The quantities shown in the Bid Form are based on available records. The bidder shall verify the same prior to bidding and bring any discrepancy to the County's attention in writing prior to bid submittal.
- I. **Final payment:** will be based on actual units of measure as measured in the field. This will include all the line items specified in the scope of work above.
- J. **Default:** If the Contractor fails to perform the Contract terms and conditions, fails to begin the work within the time specified, fails to perform the work with sufficient workmen, equipment or materials to assure the prompt completion of the Contract, performs the work unsuitably, neglects or refuses to remove materials, refuses to perform work anew, fails to comply with Contract requirements, or if the Contractor's performance, under the Contract, becomes unsatisfactory in the opinion of the County, the County will give notice, in writing, to the Contractor stating the nature of the failure to perform and providing time certain to correct the failure.

If the Contractor, within the period of time described in the notice, shall not proceed to correct the conditions, of which complaint is made, the County will have full power and authority, without violating the Contract to take back authority of the work, out of the hands of the Contractor, and to declare the Contract in default.

SECTION IX

SPECIAL PROVISIONS

1. Time is of the essence on this project, and construction activities from mobilization to demobilization, including final restoration, must be completed within **90** days. The resulting Contract will commence on the issuance of a notice to proceed (NTP) and be in effect until the completion of the project.
2. All areas shall be restored to their previous condition or better.
3. Access provisions shall be maintained for residents, emergency vehicles, delivery vehicles, postal vehicles, public transportation, solid waste, and recycling vehicles. The cost of these access provisions shall be included in mobilization.
4. Work shall be limited from 8:00 AM to 5:00 PM, Monday through Friday. No work shall be permitted on Saturdays, Sundays, and County Holidays without prior approval. **CONTRACTOR** shall provide a written request to the **OWNER** no later than 72 hours prior to the requested day(s).
5. **CONTRACTOR** shall be responsible for all costs associated with testing all compact materials to avoid future settlement.
6. **CONTRACTOR** shall field verify the location, size, and material of all utilities (public and private) within the limits of the project.
7. The **CONTRACTOR** shall be responsible for maintaining all work areas in a safe and clean manner, including but not be limited to daily sweeping of roadway surfaces.
8. **CONTRACTOR** shall carefully evaluate, prepare and engage all of the means, methods, and resources necessary to accomplish and complete all aspects of the project. The **CONTRACTOR** shall anticipate the project constraints and the required techniques, procedures, equipment, labor, skills, and/or other various resources to complete the project and protect life and property. The cost of all aforementioned provisions and resources shall be incorporated in the bid items as direct and/or incidental costs; therefore, no additional payment will be made.
9. During all construction activities, the **CONTRACTOR** shall have a project supervisor on-site.

BID No. 2024-07

**ATTACHMENT 1
CONTRACTOR'S AFFIDAVIT**

I have carefully examined this solicitation, which includes scope, requirements for submission, general information and the evaluation and award process.

I acknowledge receipt of the following addenda.

Addendum # 1 Date: 06/21/2024
Addendum # 2 Date: 07/01/2024
Addendum # _____ Date: _____

Addendum # _____ Date: _____
Addendum # _____ Date: _____
Addendum # _____ Date: _____

I hereby propose to provide the services requested in the solicitation and, if awarded the project, to enter into a contract with the County. I agree that the terms and conditions of the solicitation shall take precedence over any conflicting terms and conditions submitted with my response and agree to abide by all conditions of the solicitation, unless a properly completed Exceptions to Solicitation form is submitted. I acknowledge that the County may not accept the response due to any exceptions.

I certify that all information contained in my response is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this response on behalf of the company as its agent and that the company is ready, willing and able to perform if awarded a contract.

Name of Business

Mailing Address

City, State & Zip Code

Authorized Signature

Telephone Number/Fax Number

Name & Title, Printed

Email Address

State of Florida
County of _____

This foregoing instrument was acknowledged before me this ____ day of _____, 2024, by _____, who is personally known to me or produced _____ as identification.

Signature of Notary Public – State of Florida

ATTACHMENT 2
BID No. 2024-07 CONTRACTOR'S QUALIFICATION QUESTIONNAIRE

Contractor must be certified/licensed by the State of Florida prior to submitting the type of work required by this project.

SUBMITTED BY: _____ () Individual
Company
_____ () Partnership
Street or PO Box
_____ () Corporation
City, State & Zip Code
_____ () Joint Venture
Phone/Fax/Email

The undersigned guarantees the truth and accuracy of all statements and all answers to questions hereinafter made.

1. Person to Contact _____ Title _____
Telephone # _____ Fax # _____ Email _____

2. How many years has your organization been in business as a licensed Contractor under your present name: _____ Year established : _____

3. Under what other names has your organization operated? _____

4. List below the names, titles and addresses of officers, owners and partners:

5. Prepare a list as indicated on Attachment 3 – Completed Projects (attached) of the last five (5) projects of this type your organization has completed.

6. Prepare a list as indicated on Attachment 4 – Current Projects (attached) of projects of this type that your organization is currently engaged in. Have you ever failed to complete any work awarded to you? _____

When? _____

Where? _____

Why? _____

BID No. 2024-07

**ATTACHMENT 3
COMPLETED PROJECTS**

1. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

Owner's Contact's Name, Address & Phone Number _____

2. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

Owner's Contact's Name, Address & Phone Number _____

3. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

Owner's Contact's Name, Address & Phone Number _____

**ATTACHMENT 3
COMPLETED PROJECTS
(CONTINUED)**

4. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

Owner's Contact's Name, Address & Phone Number _____

5. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

Owner's Contact's Name, Address & Phone Number _____

BID No. 2024-07

**ATTACHMENT 4
CURRENT PROJECTS**

1. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

Owner's Contact's Name, Address & Phone Number _____

2. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

Owner's Contact's Name, Address & Phone Number _____

3. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

Owner's Contact's Name, Address & Phone Number _____

**ATTACHMENT 4
CURRENT PROJECTS
(CONTINUED)**

4. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

Owner's Contact's Name, Address & Phone Number _____

5. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

Owner's Contact's Name, Address & Phone Number _____

BID No. 2024-07

**ATTACHMENT A
NO LOBBYING ACKNOWLEDGEMENT**

_____ is the authorized representative of
_____.

(Name of contractor, firm or individual)

vendor to the subject solicitation issued by Hendry County. The vendor and any of its agents agrees to abide by the Hendry County no lobbying restrictions in regard to this solicitation.

Date

Signature

BID No. 2024-07 **ATTACHMENT B**
ANTI-COLLUSION & NO GIFTS AFFIDAVIT

STATE OF FLORIDA
COUNTY OF _____

_____ being first duly sworn, deposes and says that he/she is the authorized representative of _____ (name of respondent) and certifies as true the following statements.

Anti-collusion statement: The respondent has not divulged to, discussed, or compared his/her/its submission with other respondents and has not colluded with any other respondent or party to the solicitation whatsoever.

No gifts statement: The respondent understands that no rebates, gifts, gratuities or offers of employment are permitted with, prior to, or after the submission. Any such violation will result in rejection of the submission and removal from the procurement list(s).

Affiant

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 2024, by _____.

(stamp)

Signature of Notary Public
State of Florida

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

BID No. 2024-07

**ATTACHMENT C
PUBLIC ENTITY CRIME AFFIDAVIT**

Public Entity Crime Affidavit: As provided in Florida Statute 287.133(2)(a), a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

SWORN STATEMENT PURSUANT TO FLORIDA STATUTE 287.133 ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to HENDRY COUNTY, FLORIDA

by: _____

(print individual's name and title)

for: _____

(print name of entity submitting sworn statement) whose business address is:

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

A. A predecessor or successor of a person convicted of a public entity crime; or

B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the Final Order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY

PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Affiant

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 2024, by _____.

Signature of Notary Public

(stamp)

State of Florida

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

ATTACHMENT D

BID No. 2024-07 CONFLICT OF INTEREST DISCLOSURE AFFIDAVIT

STATE OF FLORIDA
COUNTY OF _____

_____ being first duly sworn, deposes and says that he/she
is the authorized representative of _____
(Name of contractor, firm or individual)

and certifies as true the following statements:

For purposes of determining any possible conflict of interest, all respondents must disclose if any Hendry County Board of County Commissioners' employee(s), elected official(s), or any of its agents is also an owner (5% or greater interest), corporate officer, director, employee, agent, etc., of their business.

Indicate either "yes" (a county employee, elected official or agent is associated with your business) or "no". If yes, give person(s) name(s) and position(s) with your business.

YES _____

NO _____

Name(s)

Position(s)

Affiant

Sworn to (or affirmed) and subscribed before me this _____ day of _____,

2024, by _____.

Signature of Notary Public

(stamp)

State of Florida

BID No. 2024-07

**ATTACHMENT E
IMMIGRATION LAW AFFIDAVIT**

Hendry County will not intentionally award County contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 a(e) (Section 274a(e) of the Immigration and Nationality Act (“INA”).

Hendry County may consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of the contract by Hendry County.

_____ being first duly sworn, deposes and says that he/she is the authorized representative of _____
(Name of contractor, firm or individual)

and certifies as true that this business is fully compliant with all applicable immigration laws, specifically relating to the INA and subsequent amendments.

STATE OF FLORIDA
COUNTY OF _____

Affiant

Sworn to (or affirmed) and subscribed before me this _____ day of _____,
2024, by _____.

Signature of Notary Public

(stamp)

State of Florida

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

THE BELOW SIGNED respondent CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the work place and specifying the actions that will be taken against employees for violation 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 associated with this project 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 associated with this project, the employee will abide by the terms of the statement and will notify the employer of any conviction or plea of guilty or nolo contendere to any violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Affiant

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 2024, by _____.

Signature of Notary Public

(stamp)

State of Florida

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

**ATTACHMENT G
EXCEPTIONS TO SOLICITATION**

Each respondent may submit this form, as necessary, to sufficiently list all exceptions and variations from specifications. Please list, as shown, by page and item, if respondent is unable to supply the specified item or chooses to provide the specified item in an alternative manner. The County shall be the sole judge of a proposed substitution equivalency.

<u>Specification</u>	<u>Page</u>	<u>Item</u>	<u>Not Available/Explanation</u>
-----------------------------	--------------------	--------------------	---

**ATTACHMENT H
AFFIDAVIT CONCERNING BOYCOTTS OF ISRAEL**

As provided in Florida Statute 287.135, a company that, at the time of bidding on, submitting a proposal for, or entering into or renewing a contract with the County for goods or services, is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statute 215.4725, or is engaged in a boycott of Israel, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with the County.

SWORN STATEMENT PURSUANT TO FLORIDA STATUTE 287.135(5)

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to HENDRY COUNTY, FLORIDA

by: _____
(print individual's name and title)

for: _____
(print name of entity submitting sworn statement)

whose business address is: _____.

2. I understand that a company that, at the time of bidding on, submitting a proposal for, or entering into or renewing a contract with the County for goods or services, is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statute 215.4725, or is engaged in a boycott of Israel, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with the County.

3. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

The entity **is not** participating in a boycott of Israel.

The entity **is** participating in a boycott of Israel.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

Sworn to and subscribed before me this _____ day of _____, 2024.

Personally known _____ OR Type of Identification Produced: _____

Notary Public – State of Florida

My Commission Expires: _____

SEAL OR STAMP

IDEMNIFICATION CONTRACT CLAUSE ACKNOWLEDGEMENT

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers or the like. The CONTRACTOR agrees to indemnify, defend and hold the COUNTY harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONSTRUCTION, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement.

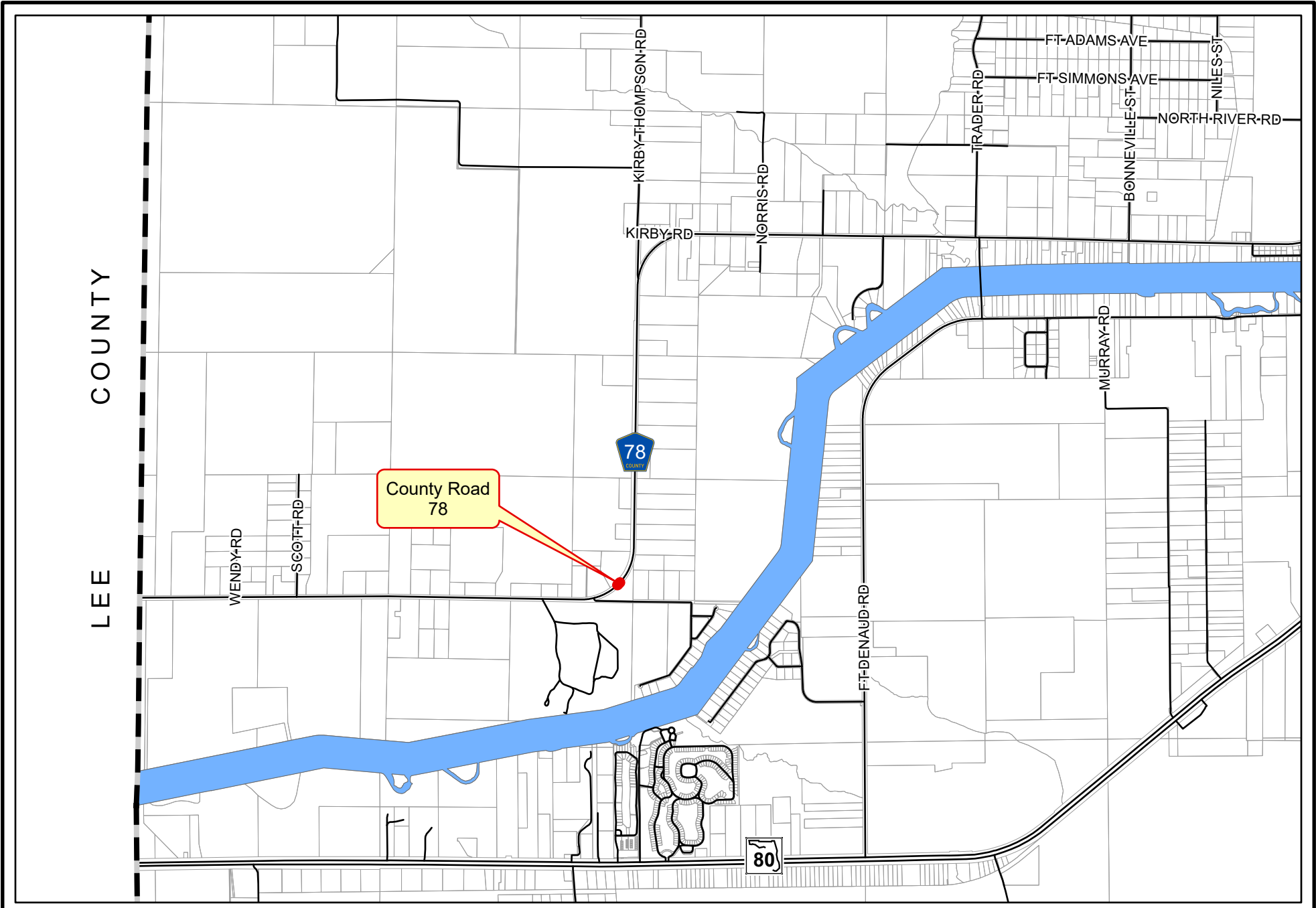
Date

Signature

BID No. 2024-07

**EXHIBIT "A"
CR78 PROJECT LOCATION MAP**

NEXT PAGE



LEE COUNTY

County Road
78

78

80

THIS MAP HAS BEEN COMPILED FROM THE MOST AUTHENTIC INFORMATION AVAILABLE AND THE HENDRY COUNTY GIS DEPARTMENT DOES NOT ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS CONTAINED HEREON

Misc Paving 2024 Map 1.PDF

Miscellaneous Paving Location
County Road 78

May 20, 2024

HENDRY COUNTY GIS DEPARTMENT
STEVEN L. McCORMICK, COORDINATOR

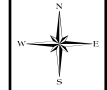


EXHIBIT "B"
BID No. 2024-07 SW EUCALYPTUS BLVD PROJECT LOCATION MAP

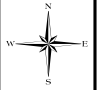
NEXT PAGE



THIS MAP HAS BEEN COMPILED FROM THE MOST AUTHENTIC INFORMATION AVAILABLE AND THE HENDRY COUNTY GIS DEPARTMENT DOES NOT ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS CONTAINED HEREON

Miscellaneous Paving Location
 SW Eucalyptus Blvd
 May 20, 2024

HENDRY COUNTY GIS DEPARTMENT
 STEVEN L. McCORMICK, COORDINATOR



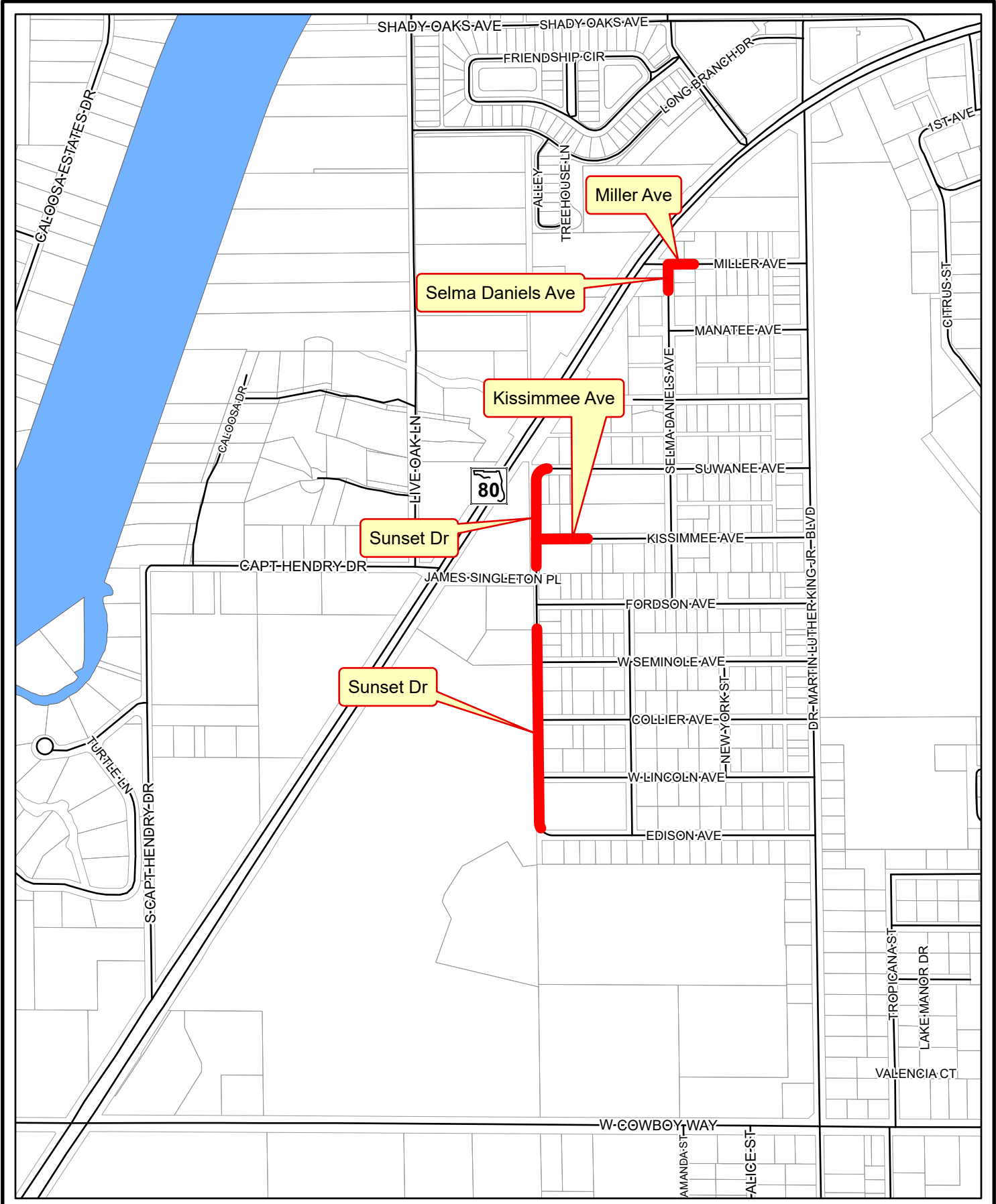
BID No. 2024-07

**EXHIBIT "C"
HELMS ROAD PROJECT LOCATION MAP**

NEXT PAGE

EXHIBIT "D"
BID No. 2024-07 CITY OF LABELLE ROADS PROJECT LOCATION MAP

NEXT PAGE



THIS MAP HAS BEEN COMPILED FROM THE MOST AUTHENTIC INFORMATION AVAILABLE AND THE HENDRY COUNTY GIS DEPARTMENT DOES NOT ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS CONTAINED HEREON

Miscellaneous Paving Location
 City of LaBelle
 Misc Paving 2024 Map City.PDF
 May 21, 2024

HENDRY COUNTY
 GIS DEPARTMENT
 STEVEN L. MCCORMICK,
 COORDINATOR



Bid No. 2024-07

ADDENDUM No. 1

JUNE 21, 2024

**INVITATION TO BID FOR COUNTY WIDE MISCELLANEOUS PAVING
IN HENDRY COUNTY, FLORIDA**

The following is Addendum No. 1 to the above noted invitation to bid in Hendry County which clarifies and amends the bid documents. This sheet must be acknowledged in the bid package on page 63 which is scheduled to be opened on July 10, 2024 at 2:00 PM.

General Information

1. The Pre-Bid Meeting Sign in Sheet has been provided as part of this addendum.
2. The Pre-Bid Meeting Conference Agenda has been provided as part of this addendum.
3. The KMZ file depicting the location limits of all roads has been provided as part of this addendum.
4. Additions – Section V: Bid Schedule – Please note a Total Overall Combined Bid For All Roads (Hendry County + City of LaBelle) table has been included in the Bid Schedule.
5. Clarification – Section V: Bid Schedule – Please note the County and/or City reserves the right to remove line items or reduce quantities if is in the best interest of the County and/or City.
6. Clarification – Section V: Bid Schedule – Please note the County and/or City reserves the right to provide Maintenance of Traffic in lieu of the Contractor to reduce project costs.
7. Revised bid documents have been uploaded in place of the previously posted documents.

8. The last day to submit questions for review and answer is Friday, June 28, 2024 at 12:00 P.M.

Pre-Bid Meeting - Bid #2024-07, County Wide Miscellaneous Paving in Hendry County
Thursday, June 13, 2024 at 2:00 P.M.

No.	Name	Company	Phone	E-mail
1	Robert Peterson	OHLA-USA	239 229 6925	robert.peterson@ohla-usa.com
2	Ida Ferding	Ajax Paving	305 898 1270	iferding@ajaxpaving.com
3	Eddie Ray	Collier Paving & Concrete	239-719-7087	eddie@collierpave.com
4	Jorge Hernandez	Hendry County	863-612-4726	jorge.hernandez@hendryfla.net
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				

Pre-Bid Conference Agenda

Project: ITB #2024-07, County Wide Miscellaneous Paving in Hendry County, Florida

Pre-Bid Meeting Date and Time: June 13, 2024 at 2:00 P.M.

Pre-Bid Meeting Location: 99 E Cowboy Way, LaBelle, FL – Hendry County Engineering Conference Room

Opening Date and Time: July 10, 2024 at 2:00 P.M.



1. Introductions and Sign-In Sheet

- a. Owner – Hendry County Board of County Commissioners

2. Project Scope

The Hendry County Board of County Commissioners and the City of LaBelle are seeking bids from qualified contractors to perform miscellaneous road paving work and pavement marking services on County and City maintained roadways. The work consists of mobilization, maintenance of traffic, bump milling, leveling, overlaying, and pavement marking services of various roads located in LaBelle, FL. Please refer to Exhibits “A” – “C” in the bid documents for location maps for work to be conducted on Hendry County maintained roads. Please refer to Exhibit “D” in the bid documents for a location map of work to be conducted on the City of LaBelle maintained roads.

Hendry County

- CR78 (Segment)
- SW Eucalyptus Blvd (Segment)
- Helms Road (Segment)

City of LaBelle

- Sunset Drive (North Segment)
- Sunset Drive (South Segment)
- Kissimmee Ave (Segment)
- Miller Ave/Selma Daniels Ave (Segment)

All work is to be done according to the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, FY 2023-24 Edition.

Please note that all quantities listed in the Bid Schedule in Section V are ESTIMATES ONLY.

Specifications presented in Section II: Scope of Work in the bid documents.

3. Project Documents

- a. Invitation to Bid #2024-07 bid packet (Bid documents: Bid form and all attachments)

4. Bid Submittal Procedures

- a. Complete and sign the bid form and all attachments included in the bid packet.

- b. Sealed Bids will be received by the Board of County Commissioners of Hendry County, Florida, for “County Wide Miscellaneous Paving in Hendry County, Florida”. In order to be considered, bids must be received by the Board of County Commissioners, c/o the Clerk of the Circuit Court, Attn: Kimberley Barrineau, Clerk of Circuit Court, at the C.E. Hall Building, Room A-226, Hendry County Courthouse Complex, 25 E. Hickpochee Avenue, LaBelle, Florida by July 10, 2024 at 2:00 P.M., at which time all responses to this request will be recorded in the presence of one or more witnesses.

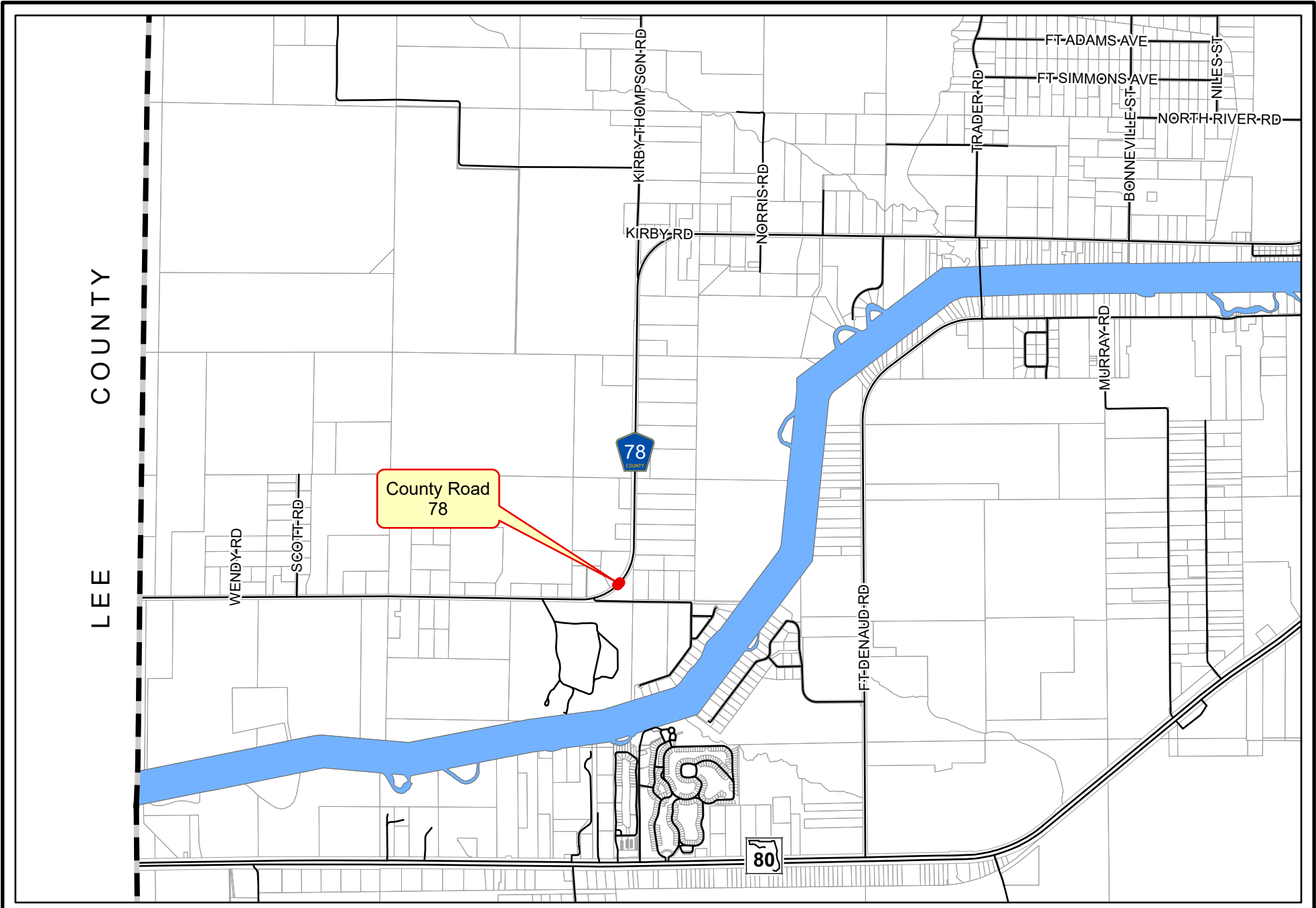
5. Bid Questions Cutoff Date

- Any questions are to be directed to Hendry County Project Engineer, Jorge Hernandez, at jorge.hernandez@hendryfla.net. All questions will be answered and provided in the form of an addendum. All contractors must acknowledge all addenda when submitting their bid. The last day to submit questions via e-mail for review and answer is **Friday, June 28, 2024 at 12:00 P.M.**

6. Contract Time

The Contract time shall commence upon the date of commencement provided in the Notice to Proceed (NTP) or, if the date of commencement is not provided in the NTP, upon the date of Contractor’s receipt of the Notice to Proceed (NTP). The Contractor shall be expected to commence construction within fifteen (15) calendar days after the date of commencement, be substantially completed within **sixty (60) calendar days** from the date of commencement, and reach final completion within thirty (30) calendar days after Substantial Completion, a total of **ninety (90) days, the Contract Time**. The liquidated damages provision of the Procurement Documents will be strictly enforced for Contractor’s failure to complete the work in accordance with the schedules and timeframe set forth in the Contract or such amended time as may be granted.

7. Any questions?



LEE COUNTY

County Road
78

78

80

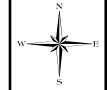
THIS MAP HAS BEEN COMPILED FROM THE MOST AUTHENTIC INFORMATION AVAILABLE AND THE HENDRY COUNTY GIS DEPARTMENT DOES NOT ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS CONTAINED HEREON

Misc Paving 2024 Map 1.PDF

Miscellaneous Paving Location
County Road 78

May 20, 2024

HENDRY COUNTY GIS DEPARTMENT
STEVEN L. McCORMICK, COORDINATOR





THIS MAP HAS BEEN COMPILED FROM THE MOST AUTHENTIC INFORMATION AVAILABLE AND THE HENDRY COUNTY GIS DEPARTMENT DOES NOT ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS CONTAINED HEREON

Misc Paving 2024 Map 2.PDF

Miscellaneous Paving Location SW Eucalyptus Blvd

May 20, 2024

HENDRY COUNTY GIS DEPARTMENT
STEVEN L. McCORMICK, COORDINATOR



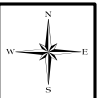


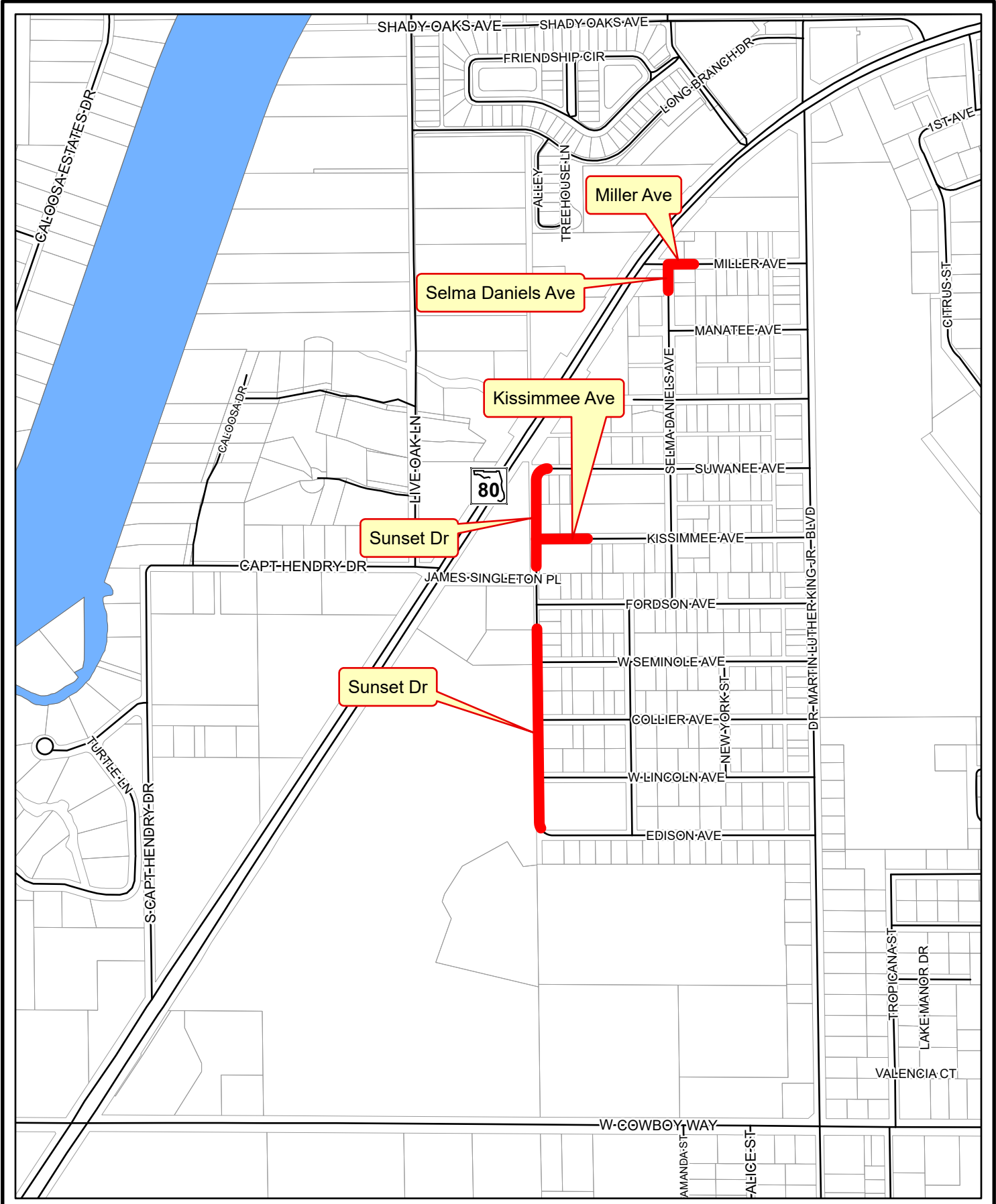
Helms Rd

THIS MAP HAS BEEN COMPILED FROM THE MOST AUTHENTIC INFORMATION AVAILABLE AND THE HENRY COUNTY GIS DEPARTMENT DOES NOT ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS CONTAINED HEREON

Miscellaneous Paving Location
 Helms Rd
 May 30, 2024

HENRY COUNTY GIS DEPARTMENT
 STEVEN L. McCORMICK, COORDINATOR





THIS MAP HAS BEEN COMPILED FROM THE MOST AUTHENTIC INFORMATION AVAILABLE AND THE HENDRY COUNTY GIS DEPARTMENT DOES NOT ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS CONTAINED HEREON

Miscellaneous Paving Location
 City of LaBelle
 Misc Paving 2024 Map City.PDF
 May 21, 2024

HENDRY COUNTY
 GIS DEPARTMENT
 STEVEN L. MCCORMICK,
 COORDINATOR

BID SCHEDULE

HENDRY COUNTY

CR78 (Segment)	Unit	Quantity	Unit Price	Total
Mobilization	LS	1	\$	\$
Maintenance of Traffic (MOT)	LS	1	\$	\$
1 1/2" Asphaltic Concrete, S-III	SY	174	\$	\$
Paint, Standard, White, Solid, 6"	GM	0.029	\$	\$
Paint, Standard, Yellow, Solid, 6"	GM	0.029	\$	\$
Raised Pavement Marker, Type B	EA	4	\$	\$
Bid Total				\$

SW Eucalyptus Blvd (Segment)	Unit	Quantity	Unit Price	Total
Mobilization	LS	1	\$	\$
Maintenance of Traffic (MOT)	LS	1	\$	\$
1 1/2" Asphaltic Concrete, S-III	SY	243	\$	\$
Paint, Standard, White, Solid, 6"	GM	0.034	\$	\$
Paint, Standard, Yellow, Solid, 6"	GM	0.034	\$	\$
Raised Pavement Marker, Type B	EA	4	\$	\$
Bid Total				\$

Helms Road (Segment)	Unit	Quantity	Unit Price	Total
Mobilization	LS	1	\$	\$
Maintenance of Traffic (MOT)	LS	1	\$	\$
2" Asphaltic Concrete, S-III	SY	11,074	\$	\$
Paint, Standard, White, Solid, 6"	GM	1.609	\$	\$
Paint, Standard, Yellow, Solid, 6"	GM	0.972	\$	\$
Paint, Standard, Yellow, Skip, 6" (10/30)	GM	0.306	\$	\$
Raised Pavement Marker, Type B	EA	170	\$	\$
Bid Total				\$

Hendry County Bid Total (CR78 + SW Eucalyptus Blvd + Helms Road)	\$
---	-----------

CITY OF LABELLE

City of LaBelle (Segments)	Unit	Quantity	Unit Price	Total
Mobilization	LS	1	\$	\$
Maintenance of Traffic (MOT)	LS	1	\$	\$
Thermoplastic, Standard, White, Solid, 24" for Stop Line	LF	30	\$	\$
Sunset Drive (North Segment)				
1 1/2" Asphaltic Concrete, S-III	SY	1,289	\$	\$
Sunset Drive (South Segment)				
1 1/2" Asphaltic Concrete, S-III	SY	2,311	\$	\$
Kissimmee Ave				
1 1/2" Asphaltic Concrete, S-III	SY	689	\$	\$
Miller Avenue/Selma Daniels Ave				
1 1/2" Asphaltic Concrete, S-III	SY	560	\$	\$
City of LaBelle Bid Total				\$

Total Overall Combined Bid For All Roads (Hendry County + City of LaBelle)				\$
---	--	--	--	-----------

Edges will be clipped by Hendry County. Contractor will broom and clean all surfaces to be paved and ensure they are free of any loose debris, sand and/or sediment. All tie end joints to be butt joints milled a minimum of 4 feet. All surfaces to be leveled and/or paved shall have tack coat or prime (depending surface being paved) applied prior to placing asphalt. Each site will be cleaned up, free of any contractor trash or debris and all excess asphalt piles to be removed. Contractor to furnish MOT (maintenance of traffic) at all locations. There will be no full road closures but lane closures with proper MOT is permitted. All asphalt thickness dimensions are referring to compacted thickness.

The award of this contract will be made to the lowest responsive, responsible and qualified bidder at the discretion of the County based on the attached Bid Schedule and qualifying documents. Please note given project funding limitations the County and/or City reserves the right to remove line items or reduce quantities if is in the best interest of the County and/or City.

Firm Name: _____

By (Printed): _____

By (Signature): _____

Title: _____

Address: _____

Phone Number: _____

BID No. 2024-07

**ATTACHMENT 1
CONTRACTOR'S AFFIDAVIT**

I have carefully examined this solicitation, which includes scope, requirements for submission, general information and the evaluation and award process.

I acknowledge receipt of the following addenda.

Addendum # 1 Date: 06/21/2024
Addendum # Date:
Addendum # Date:

Addendum # Date:
Addendum # Date:
Addendum # Date:

I hereby propose to provide the services requested in the solicitation and, if awarded the project, to enter into a contract with the County. I agree that the terms and conditions of the solicitation shall take precedence over any conflicting terms and conditions submitted with my response and agree to abide by all conditions of the solicitation, unless a properly completed Exceptions to Solicitation form is submitted. I acknowledge that the County may not accept the response due to any exceptions.

I certify that all information contained in my response is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this response on behalf of the company as its agent and that the company is ready, willing and able to perform if awarded a contract.

Name of Business

Mailing Address

City, State & Zip Code

Authorized Signature

Telephone Number/Fax Number

Name & Title, Printed

Email Address

State of Florida
County of _____

This foregoing instrument was acknowledged before me this ____ day of _____, 2024, by _____, who is personally known to me or produced _____ as identification.

Signature of Notary Public – State of Florida



Bid No. 2024-07

ADDENDUM No. 2

JULY 1, 2024

**INVITATION TO BID FOR COUNTY WIDE MISCELLANEOUS PAVING
IN HENDRY COUNTY, FLORIDA**

The following is Addendum No. 2 to the above noted invitation to bid in Hendry County which clarifies and amends the bid documents. This sheet must be acknowledged in the bid package on page 63 which is scheduled to be opened on July 10, 2024 at 2:00 PM.

General Information

1. Additions – Section V: Bid Form – CR78 (Segment) – Milling Depth 2” pay item has been added to the bid schedule
2. Additions – Section V: Bid Form – Helms Road (Segment) – Thermoplastic, Standard, White, Solid, 24” for Stop Line pay item and additional asphalt and striping quantities have been added to the bid schedule to account for the aprons at Collingswood Pkwy and Alwood Dr.
3. Revisions – Section V: Bid Form – CR78 (Segment) – 1” Asphaltic Concrete, S-III (Leveling Course) and 1” Asphaltic Concrete, S-III (Overlay) pay items have been included in the bid schedule. Two 1” lifts are required.
4. Revisions – Section V: Bid Form – Helms Road (Segment) – 1” Asphaltic Concrete, S-III (Leveling Course) and 1” Asphaltic Concrete, S-III (Overlay) pay items have been included in the bid schedule. Two 1” lifts are required.
5. Clarification – Section II: Scope of Work – The Contractor shall follow all specifications presented in Section II: Scope of Work prior to and when placing asphalt.
6. Revised bid documents have been uploaded in place of the previously posted documents.
7. Questions are no longer being accepted at this time.

Questions from Vendors

- 1. Will Hendry County going to be locking the lime rock in on 78 as well as SW Eucalyptus over drainage pipe with asphalt prior to us paving or should we include this in our pricing?**

The CR78 segment is currently patched with hot mix asphalt. The bid table for CR78 has been revised to incorporate Milling Depth 2", 1" Asphaltic Concrete, S-III (Leveling Course), and 1" Asphaltic Concrete, S-III (Overlay) pay items. The SW Eucalyptus Blvd segment is currently baserock graded. The bid table for SW Eucalyptus Blvd will remain as is and Hendry County will refine the baserock grading prior to the Contractor paving this segment. The Contractor shall follow all specifications presented in Section II: Scope of Work prior to and when placing asphalt.

- 2. Since the S-III asphalt mix has a max lift thickness of 1.5", this will have to be done in two lifts, correct?**

The CR78 and Helms Road segments are to be paved in two lifts of 1" Asphaltic Concrete, S-III (Leveling Course) and 1" Asphaltic Concrete, S-III (Overlay).

- 3. For the city portion, do we need to include the cost of the manhole riser rings in our bid items?**

No, the City of LaBelle will provide any manhole riser rings found within the City project limits.

- 4. Will we be paving the radius at Helms Rd and Collingswood Pkwy? If so, a stop bar will need to be added.**

Yes, the aprons at Collingswood Pkwy and Alwood Dr will be paved. The bid table for Helms Road has been revised to incorporate a Thermoplastic, Standard, White, Solid, 24" for Stop Line pay item and additional asphalt and striping quantities have also been included.

BID SCHEDULE

HENDRY COUNTY

CR78 (Segment)	Unit	Quantity	Unit Price	Total
Mobilization	LS	1	\$	\$
Maintenance of Traffic (MOT)	LS	1	\$	\$
Milling Depth 2"	SY	174	\$	\$
1" Asphaltic Concrete, S-III (Leveling Course)	SY	174	\$	\$
1" Asphaltic Concrete, S-III (Overlay)	SY	174	\$	\$
Paint, Standard, White, Solid, 6"	GM	0.029	\$	\$
Paint, Standard, Yellow, Solid, 6"	GM	0.029	\$	\$
Raised Pavement Marker, Type B	EA	4	\$	\$
Bid Total				\$

SW Eucalyptus Blvd (Segment)	Unit	Quantity	Unit Price	Total
Mobilization	LS	1	\$	\$
Maintenance of Traffic (MOT)	LS	1	\$	\$
1 1/2" Asphaltic Concrete, S-III (Overlay)	SY	243	\$	\$
Paint, Standard, White, Solid, 6"	GM	0.034	\$	\$
Paint, Standard, Yellow, Solid, 6"	GM	0.034	\$	\$
Raised Pavement Marker, Type B	EA	4	\$	\$
Bid Total				\$

Helms Road (Segment)	Unit	Quantity	Unit Price	Total
Mobilization	LS	1	\$	\$
Maintenance of Traffic (MOT)	LS	1	\$	\$
1" Asphaltic Concrete, S-III (Leveling Course)	SY	11,414	\$	\$
1" Asphaltic Concrete, S-III (Overlay)	SY	11,414	\$	\$
Paint, Standard, White, Solid, 6"	GM	1.609	\$	\$
Paint, Standard, Yellow, Solid, 6"	GM	1.010	\$	\$
Paint, Standard, Yellow, Skip, 6" (10/30)	GM	0.306	\$	\$
Raised Pavement Marker, Type B	EA	170	\$	\$
Thermoplastic, Standard, White, Solid, 24" for Stop Line	LF	24	\$	\$
Bid Total				\$

Hendry County Bid Total (CR78 + SW Eucalyptus Blvd + Helms Road)	\$
---	-----------

CITY OF LABELLE

City of LaBelle (Segments)	Unit	Quantity	Unit Price	Total
Mobilization	LS	1	\$	\$
Maintenance of Traffic (MOT)	LS	1	\$	\$
Thermoplastic, Standard, White, Solid, 24" for Stop Line	LF	30	\$	\$
Sunset Drive (North Segment)				
1 1/2" Asphaltic Concrete, S-III	SY	1,289	\$	\$
Sunset Drive (South Segment)				
1 1/2" Asphaltic Concrete, S-III	SY	2,311	\$	\$
Kissimmee Ave				
1 1/2" Asphaltic Concrete, S-III	SY	689	\$	\$
Miller Avenue/Selma Daniels Ave				
1 1/2" Asphaltic Concrete, S-III	SY	560	\$	\$
City of LaBelle Bid Total				\$

Total Overall Combined Bid For All Roads (Hendry County + City of LaBelle)				\$
---	--	--	--	-----------

Edges will be clipped by Hendry County. Contractor will broom and clean all surfaces to be paved and ensure they are free of any loose debris, sand and/or sediment. All tie end joints to be butt joints milled a minimum of 4 feet. All surfaces to be leveled and/or paved shall have tack coat or prime (depending surface being paved) applied prior to placing asphalt. Each site will be cleaned up, free of any contractor trash or debris and all excess asphalt piles to be removed. Contractor to furnish MOT (maintenance of traffic) at all locations. There will be no full road closures but lane closures with proper MOT is permitted. All asphalt thickness dimensions are referring to compacted thickness.

The award of this contract will be made to the lowest responsive, responsible and qualified bidder at the discretion of the County based on the attached Bid Schedule and qualifying documents. Please note given project funding limitations the County and/or City reserves the right to remove line items, segments or reduce quantities if is in the best interest of the County and/or City.

Firm Name: _____

By (Printed): _____

By (Signature): _____

Title: _____

Address: _____

Phone Number: _____

BID No. 2024-07

**ATTACHMENT 1
CONTRACTOR'S AFFIDAVIT**

I have carefully examined this solicitation, which includes scope, requirements for submission, general information and the evaluation and award process.

I acknowledge receipt of the following addenda.

Addendum # 1 Date: 06/21/2024
Addendum # 2 Date: 07/01/2024
Addendum # _____ Date: _____

Addendum # _____ Date: _____
Addendum # _____ Date: _____
Addendum # _____ Date: _____

I hereby propose to provide the services requested in the solicitation and, if awarded the project, to enter into a contract with the County. I agree that the terms and conditions of the solicitation shall take precedence over any conflicting terms and conditions submitted with my response and agree to abide by all conditions of the solicitation, unless a properly completed Exceptions to Solicitation form is submitted. I acknowledge that the County may not accept the response due to any exceptions.

I certify that all information contained in my response is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this response on behalf of the company as its agent and that the company is ready, willing and able to perform if awarded a contract.

Name of Business

Mailing Address

City, State & Zip Code

Authorized Signature

Telephone Number/Fax Number

Name & Title, Printed

Email Address

State of Florida
County of _____

This foregoing instrument was acknowledged before me this ____ day of _____, 2024, by _____, who is personally known to me or produced _____ as identification.

Signature of Notary Public – State of Florida

EXHIBIT "B"

**INVITATION TO BID FOR
COUNTY WIDE MISCELLANEOUS PAVING
IN HENDRY COUNTY, FLORIDA**



BID No. 2024-07

OPENING DATE AND TIME: JULY 10, 2024 AT 2:00 P.M



Prepared by: Hendry County Engineering Department
Dated: July 1, 2024

SECTION V

BID FORM

BID No. 2024-07

TO: Hendry County Clerk of Circuit Court
Attn: Kimberley Barrineau, Clerk of Circuit Court
C.E. Hall Building
25 East Hickpochee Ave.
Administrative Wing, 2nd Floor, Room A-226
LaBelle, Florida 33935

RE: County Wide Miscellaneous Paving in Hendry County, Florida

FROM: Ajax Paving Industries of Florida, LLC

Bidder's Name

One Ajax Drive

Address

North Venice FL 34275

City, State and Zip Code

July 2, 2024

Date

941-486-3600

Phone Number

flestimate@ajaxpaving.com

Email Address

- A. The undersigned, as bidder, does hereby declare that he has familiarized himself with the area affected by the work, local conditions affecting the cost of the work, Construction Documents including the Invitation to Bid, Project Plans, Specifications and Exhibits thereto and any addenda to such Construction Documents, and hereby proposes to furnish all materials and perform all work required in strict accordance with the provisions of such documents for the consideration of prices quoted in the Bid Schedule, which prices include any and all costs and profit associated with completing the scope of in accordance with the Procurement Documents.
- B. The undersigned understands that the quantities shown in the Bid Schedule are approximate only and are intended principally to serve as a guide in evaluating bids and are subject to either increase or decrease. All quantities of work, whether increased or decreased are to be performed at the unit price stated in the Bid Schedule. The Owner reserves the right to modify or delete items listed in the Bid Schedule in order to make use of all available funding. Such modifications shall be made solely at the Owner's discretion.
- C. The undersigned affirms that in making this bid, neither he nor any company that he may represent, nor anyone on behalf of him or his company, directly or indirectly, has entered into any combination, collusion, undertaking or agreement with any other bidder or bidders to maintain the prices of said work, or any compact to prevent any other bidder or bidders from bidding on said contract or work and further affirms that such bid is made

without regard or reference to any other bidder and without any agreement or understanding or combination, either directly or indirectly, with any other person or persons with any other person or persons with reference to such bidding in any way or manner whatsoever.

- D. The undersigned, when notified of the acceptance of this bid, does hereby agree to enter into a construction contract with the Owner, within fifteen (15) days from the date on the notice of acceptance unless such term is extended by the County, and he shall provide all required bonds and certificates of insurance.
- E. The undersigned further agrees that if awarded the contract he will commence the work on the date provided in the Notice to Proceed or, if no date is provided, within fifteen (15) calendar days after the date of the Notice to Proceed, and that he will complete the work in accordance with the schedules and timeframe set forth in the Contract or such amended time as may be granted. If the undersigned fails to complete any phase of the work within the given timeframe or if he fails to complete all of the work on or before the expiration of the allowed calendar days, then and in that event, he further expressly agrees that, for each day that any phase of the work under this Contract remains uncompleted thereafter, the Owner may deduct from the Contract price herein specified the stipulated sum of liquidated damages as scheduled in the Contract and retain for failure of the undersigned to complete the Contract on or before the expiration of the scheduled critical timeframe(s).

The undersigned agrees that the Owner's damages caused by delay are capable of being established but would be difficult to measure accurately or completely and that the sums herein specified as liquidated damages are not a penalty, but represent the parties' estimate of the actual damages which the Owner would suffer per day if the work is not completed as scheduled.

- F. In submitting this bid it is understood that the right is reserved by the Owner to waive formalities, technicalities and irregularities, to reject all bids and to negotiate with the apparent qualified low bidder if necessary. It is agreed that THIS BID MAY NOT BE WITHDRAWN FOR A PERIOD OF ONE HUNDRED FIFTY (150) DAYS after the opening thereof.
- G. The undersigned has attached hereto a Certified Check, or Bid Bond in the sum of 5% of amount of bid Dollars (\$ 5% of bid) payable to Hendry County, as required in the procurement document, and the undersigned agrees that in case he fails to fulfill his obligations under the aforementioned bid, Hendry County may, at its option, determine that the undersigned has abandoned his rights and interests in such bid and that the cashier's check or bid bond accompanying his bid has been forfeited. Otherwise, the cashier's check or bid bond shall be returned to the undersigned upon the execution of the contract and the acceptance of the bonds and insurance required therein, or upon rejection of his bid.
- H. The undersigned affirms that he has completed, as applicable, signed and included in his bid the forms, security, statements, documents, and memoranda required by the procurement documents.

A bid shall be considered unresponsive and shall be rejected if it fails to include these fully executed statements or if the bidder fails to furnish required data. When a determination has been made to award a contract to a specific contractor, such contractor shall, prior to award, furnish such other pertinent information and assurances regarding his own employment policies and practices as well as those of his proposed subcontractors, as the Owner or State Office of Contract Compliance may require. The bidder shall furnish similar statements executed by each of his first tier and second tier subcontractors whose contracts equal ten thousand (\$10,000.00) dollars or more. No subcontract shall be awarded to any non-complying subcontractor.

- I. The undersigned affirms that he has completed all of the blank spaces in the Bid Schedule and has verified that quantities shown on the Bid Schedule are reasonably accurate. In the case of a tie bid price, the Owner may negotiate a price with each low tie bidder.
- J. The undersigned affirms that wages not less than the minimum rates or wages, as predetermined for this project by the U. S. Secretary of Labor and Hendry County were used in the preparation of this bid.
- K. The undersigned affirms that Bidder's Equal Employment Opportunity Policy is designed to further the provision of equal employment opportunity to all persons seeking employment and to assure that all employees are treated during employment without regard to their age, race, religion, color, national origin, sex, or disability. Such Policy applies to Bidder's employment practices including: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship and/or on-the-job training.
- L. Bidder certifies that the bid prices contained in this bid include compensation for providing Owner indemnification as provided in Section 6.24 of the General Conditions
- M. The undersigned acknowledges receipt of the addenda described in Contractor's Certification submitted herewith.
- N. It is understood and agreed that all workmanship and materials under all items of work are guaranteed for one (1) year from the Date of Final Acceptance, unless otherwise specified within the Procurement Documents.
- O. The award of this contract will be made to the lowest responsive, responsible and qualified bidder at the discretion of the Owner based on the attached Bid Schedule and qualifying documents.
- P. The legal status of the undersigned is (the bidder shall complete the appropriate following sub-section (1), (2), or (3) and strike out the other two):

(1) A corporation duly organized and doing business under the laws of the State of Florida, for whom bearing official title of Director of Estimating, whose signature is affixed to this bid, is duly authorized to execute contracts.

If a Foreign Corporation or non-State of Florida Corporation, provide date qualified in State declared above: _____ (date).

Name and address of agent: _____
for service of process: _____

(Out of state contractor must also provide name and address of Florida process agent.)

(2) A partnership, all of the members of which, with addresses (designate general partners):

If all partners are non-residents of Florida, designate name and address of agent required for service of process located in Florida.

(3) Mr./Ms. _____ is the individual whose signature is affixed to this bid

BID SCHEDULE

HENDRY COUNTY

CR78 (Segment)	Unit	Quantity	Unit Price	Total
Mobilization	LS	1	\$ 4424.35	\$ 4424.35
Maintenance of Traffic (MOT)	LS	1	\$ 1850.46	\$ 1850.46
Milling Depth 2"	SY	174	\$ 47.58	\$ 8278.92
1" Asphaltic Concrete, S-III (Leveling Course)	SY	174	\$ 29.00	\$ 5046.00
1" Asphaltic Concrete, S-III (Overlay)	SY	174	\$ 29.00	\$ 5046.00
Paint, Standard, White, Solid, 6"	GM	0.029	\$ 4302.23	\$ 124.76
Paint, Standard, Yellow, Solid, 6"	GM	0.029	\$ 4302.23	\$ 124.76
Raised Pavement Marker, Type B	EA	4	\$ 24.58	\$ 98.32
Bid Total				\$ 24,993.57

SW Eucalyptus Blvd (Segment)	Unit	Quantity	Unit Price	Total
Mobilization	LS	1	\$ 2129.42	\$ 2129.42
Maintenance of Traffic (MOT)	LS	1	\$ 1850.46	\$ 1850.46
1 1/2" Asphaltic Concrete, S-III (Overlay)	SY	243	\$ 42.47	\$ 10320.21
Paint, Standard, White, Solid, 6"	GM	0.034	\$ 4302.23	\$ 146.28
Paint, Standard, Yellow, Solid, 6"	GM	0.034	\$ 4302.23	\$ 146.28
Raised Pavement Marker, Type B	EA	4	\$ 24.58	\$ 98.32
Bid Total				\$ 14,690.97

Helms Road (Segment)	Unit	Quantity	Unit Price	Total
Mobilization	LS	1	\$ 6582.69	\$ 6582.69
Maintenance of Traffic (MOT)	LS	1	\$ 7401.84	\$ 7401.84
1" Asphaltic Concrete, S-III (Leveling Course)	SY	11,414	\$ 8.22	\$ 93823.08
1" Asphaltic Concrete, S-III (Overlay)	SY	11,414	\$ 8.22	\$ 93823.08
Paint, Standard, White, Solid, 6"	GM	1.609	\$ 4302.23	\$ 6922.29
Paint, Standard, Yellow, Solid, 6"	GM	1.010	\$ 4302.23	\$ 4345.25
Paint, Standard, Yellow, Skip, 6" (10/30)	GM	0.306	\$ 1075.56	\$ 329.12
Raised Pavement Marker, Type B	EA	170	\$ 24.58	\$ 4178.60
Thermoplastic, Standard, White, Solid, 24" for Stop Line	LF	24	\$ 30.73	\$ 737.52
Bid Total				\$ 218,143.47

Hendry County Bid Total (CR78 + SW Eucalyptus Blvd + Helms Road)	\$ 257,828.01
---	----------------------

CITY OF LABELLE

City of LaBelle (Segments)	Unit	Quantity	Unit Price	Total
Mobilization	LS	1	\$ 10411.96	\$ 10411.96
Maintenance of Traffic (MOT)	LS	1	\$ 7406.14	\$ 7406.14
Thermoplastic, Standard, White, Solid, 24" for Stop Line	LF	30	\$ 30.73	\$ 921.90
Sunset Drive (North Segment)				
1 1/2" Asphaltic Concrete, S-III	SY	1,289	\$ 13.61	\$ 17543.29
Sunset Drive (South Segment)				
1 1/2" Asphaltic Concrete, S-III	SY	2,311	\$ 13.72	\$ 31706.92
Kissimmee Ave				
1 1/2" Asphaltic Concrete, S-III	SY	689	\$ 15.87	\$ 10934.43
Miller Avenue/Selma Daniels Ave				
1 1/2" Asphaltic Concrete, S-III	SY	560	\$ 33.11	\$ 18541.60
City of LaBelle Bid Total				\$ 97466.24

Total Overall Combined Bid For All Roads (Hendry County + City of LaBelle)	\$ 355,294.25
---	----------------------

Edges will be clipped by Hendry County. Contractor will broom and clean all surfaces to be paved and ensure they are free of any loose debris, sand and/or sediment. All tie end joints to be butt joints milled a minimum of 4 feet. All surfaces to be leveled and/or paved shall have tack coat or prime (depending surface being paved) applied prior to placing asphalt. Each site will be cleaned up, free of any contractor trash or debris and all excess asphalt piles to be removed. Contractor to furnish MOT (maintenance of traffic) at all locations. There will be no full road closures but lane closures with proper MOT is permitted. All asphalt thickness dimensions are referring to compacted thickness.

The award of this contract will be made to the lowest responsive, responsible and qualified bidder at the discretion of the County based on the attached Bid Schedule and qualifying documents. Please note given project funding limitations the County and/or City reserves the right to remove line items, segments or reduce quantities if is in the best interest of the County and/or City.

Firm Name: Ajax Paving Industries of FL LLC

By (Printed): Lee Strauss

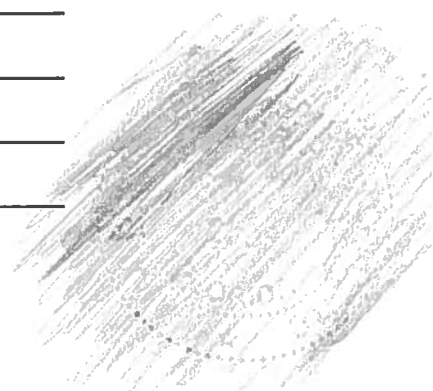
By (Signature): Lee Strauss 

Title: Estimator/Project Manager

Address: One Ajax Drive

N. Venice, Fl 34275

Phone Number: 941-238-8833





Ajax Paving Industries of Florida, LLC.
 One Ajax Drive, North Venice, FL 34275
 Phone: 941-486-3600
 Fax: 941-486-3500
 www.ajaxpaving.com

The Future is Riding on Ajax.™

To:	HENDRY CO BD OF COMMISSIONERS	Contact:	Jorge Hernandez
Address:	25 E Hickpochee Avenue, P O BOX 1760 LABELLE, FL 33935 USA	Phone:	863-675-5220
Project Name:	County Wide Miscellaneous Paving	Bid Number:	LS24-211
Project Location:		Bid Date:	7/10/2024

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
CR78 (Segment)					
1	Mobilization	1.00	LS	\$4,424.35	\$4,424.35
2	Maintenance of Traffic (MOT)	1.00	LS	\$1,850.46	\$1,850.46
3	Mill Existing Asphalt 2"	174.00	SY	\$47.58	\$8,278.92
4	1" Asphaltic Concrete, S-III (Leveling Course)	174.00	SY	\$29.00	\$5,046.00
5	1" Asphaltic Concrete, S-III (Overlay)	174.00	SY	\$29.00	\$5,046.00
6	Paint, Standard, White, Solid, 6"	0.03	GLMI	\$4,302.23	\$124.76
7	Paint, Standard, Yellow, Solid., 6"	0.03	GLMI	\$4,302.23	\$124.76
8	Raised Pavement Marker, Type B	4.00	EACH	\$24.58	\$98.32
Total Price for above CR78 (Segment) Items:					\$24,993.57
SW Eucalyptus Blvd (Segment)					
9	Mobilization	1.00	LS	\$2,129.42	\$2,129.42
10	Maintenance of Traffic (MOT)	1.00	LS	\$1,850.46	\$1,850.46
11	1 1/2" Asphaltic Concrete, S-III	243.00	SY	\$42.47	\$10,320.21
12	Paint, Standard, White, Solid, 6"	0.03	GLMI	\$4,302.23	\$146.28
13	Paint, Standard, Yellow, Solid 6"	0.03	GLMI	\$4,302.23	\$146.28
14	Raised Pavement Marker, Type B	4.00	EACH	\$24.58	\$98.32
Total Price for above SW Eucalyptus Blvd (Segment) Items:					\$14,690.97
Helms Road (Segment)					
15	Mobilization	1.00	LS	\$6,582.69	\$6,582.69
16	Maintenance of Traffic (MOT)	1.00	LS	\$7,401.84	\$7,401.84
17	1" Asphaltic Concrete, S-III (Leveling Course)	11,414.00	SY	\$8.22	\$93,823.08
18	1" Asphaltic Concrete, S-III (Overlay)	11,414.00	SY	\$8.22	\$93,823.08
19	Paint, Standard, White, Solid, 6"	1.61	GLMI	\$4,302.23	\$6,922.29
20	Paint, Standard, Yellow, Solid, 6"	1.01	GLMI	\$4,302.23	\$4,345.25
21	Paint, Standard, Yellow, Skip, 6" (10/30)	0.31	GLMI	\$1,075.56	\$329.12
22	Raised Pavement Marker, Type B	170.00	EACH	\$24.58	\$4,178.60
23	Thermoplastic, Standard, White, Solid, 24" for Stop Line	24.00	LF	\$30.73	\$737.52
Total Price for above Helms Road (Segment) Items:					\$218,143.47
City Of LaBelle (Segments)					
24	Mobilization	1.00	LS	\$10,411.96	\$10,411.96
25	Maintenance of Traffic (MOT)	1.00	LS	\$7,406.14	\$7,406.14
26	Thermoplastic, Standard, White, Solid., 24" for Stop Line	30.00	LF	\$30.73	\$921.90
Total Price for above City Of LaBelle (Segments) Items:					\$18,740.00
City Of LaBelle (Segments) - Sunset Drive (North Segment)					
27	1 1/2" Asphaltic Concrete, S-III	1,289.00	SY	\$13.61	\$17,543.29



Ajax Paving Industries of Florida, LLC.
 One Ajax Drive, North Venice, FL 34275
 Phone: 941-486-3600
 Fax: 941-486-3500
 www.ajaxpaving.com

The Future is Riding on Ajax.™

To:	HENDRY CO BD OF COMMISSIONERS	Contact:	Jorge Hernandez
Address:	25 E Hickpochee Avenue, P O BOX 1760 LABELLE, FL 33935 USA	Phone:	863-675-5220
Project Name:	County Wide Miscellaneous Paving	Bid Number:	LS24-211
Project Location:		Bid Date:	7/10/2024

Total Price for above City Of LaBelle (Segments) - Sunset Drive (North Segment) Items: \$17,543.29

City Of LaBelle (Segments) - Sunset Drive (South Segment)

28	1 1/2" Asphaltic Concrete, S-III	2,311.00 SY	\$13.72	\$31,706.92
----	----------------------------------	-------------	---------	-------------

Total Price for above City Of LaBelle (Segments) - Sunset Drive (South Segment) Items: \$31,706.92

City Of LaBelle (Segments) - Kissimmee Ave

29	1 1/2" Asphaltic Concrete, S-III	689.00 SY	\$15.87	\$10,934.43
----	----------------------------------	-----------	---------	-------------

Total Price for above City Of LaBelle (Segments) - Kissimmee Ave Items: \$10,934.43

City Of LaBelle (Segments) - Miller Avenue/Selma Daniels Ave

30	1 1/2" Asphaltic Concrete, S-III	560.00 SY	\$33.11	\$18,541.60
----	----------------------------------	-----------	---------	-------------

Total Price for above City Of LaBelle (Segments) - Miller Avenue/Selma Daniels Ave Items: \$18,541.60

Total Bid Price: \$355,294.25

Notes:

- This Proposal is based on ___ Mobilizations. Additional Mobilizations will be \$2,500 each.
- This Proposal includes ONLY those items and services specifically described above.
- This Proposal is based on ___ Mobilizations. Additional Mobilizations will require negotiation of price.
- Asphalt overruns due to pre-existing conditions, including soft base, subgrade or base tolerance will be invoiced at unit prices.
- Prices on this quotation are based on construction prior to October 31, 2024. Any construction after this date will be subject to increased prices of labor, materials and supplies.
- Payment shall be based upon actual field measured quantities.
- This proposal is binding on customer when signed and transmitted to Ajax by mail, PDF, or facsimile.
- The prices on this quotation are firm for 30 days from the date of this quote.
- Quote is based on plans dated _____.
- Prime contractor to supply the following: on site staging yard, water source, sanitation facilities, survey & construction layout, erosion control, sawcutting, QA/QC testing (except for asphalt paving), MOT, utility coordination, as-builts, light plants, FHP.
- Pricing does not include striping, temp asphalt, asphalt curb pad, roadway restoration due to underground work, utility adjustments, demolition, clear/grub, excavation, embankment, grading, base, stabilization, permits, security badging, OJT, drop off protection, driveway maintenance.
- Pricing includes bond.
- All notes on this quote are to be included in subcontract with Prime. Notes will take precedence over conflicting language in subcontract.
- Ajax Paving will not be responsible for damage to asphalt by third parties. Repairs can be made based on T&M rates.
- Ajax Paving can provide it's own MOT for lane closures at \$3,000 per shift if requested by Prime. Prime to supply MOT Devices.
- Prime contractor may elect to provide Ajax with MOT or Ajax can provide it's own MOT (Prime to supply MOT devices).
- Pricing as shown is for daytime work only.



Ajax Paving Industries of Florida, LLC.

One Ajax Drive, North Venice, FL 34275

Phone: 941-486-3600

Fax: 941-486-3500

www.ajaxpaving.com

The Future is Riding on Ajax.™

To: HENDRY CO BD OF COMMISSIONERS	Contact: Jorge Hernandez
Address: 25 E Hickpochee Avenue, P O BOX 1760 LABELLE, FL 33935 USA	Phone: 863-675-5220
Project Name: County Wide Miscellaneous Paving	Fax:
Project Location:	Bid Number: LS24-211
	Bid Date: 7/10/2024

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Ajax Paving Industries Of Florida, LLC

Authorized Signature: _____

Estimator: Lee Strauss

941-238-8833 lstrauss@ajaxpaving.com

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Ajax Paving Industries of Florida, LLC
One Ajax Drive, North Venice, FL 34275

as Principal, hereinafter called Principal, and

Liberty Mutual Insurance Company
175 Berkeley Street, Boston, MA 02116

a corporation duly organized under the laws of the State of **Massachusetts**
as Surety, hereinafter called Surety, are held and firmly bound unto

Hendry County Board of County Commissioners
25 E. Hickpochee Avenue, LaBelle, FL 33935

as Obligee, hereinafter called Obligee, in the sum of **Five Percent of Accompanying Bid**

Dollars (**5% of Bid**)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for _____ (Here insert full name, address and description of project)

County Wide Miscellaneous Paving in Hendry County, Florida - Bid No.: 2024-07

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 10th day of July, 2024.

Ajax Paving Industries of Florida, LLC

Kara Cousins
(Witness)

Christie Alvaro
(Principal)

(Seal)

Christie Alvaro (Title) **Director of Estimating**

Liberty Mutual Insurance Company

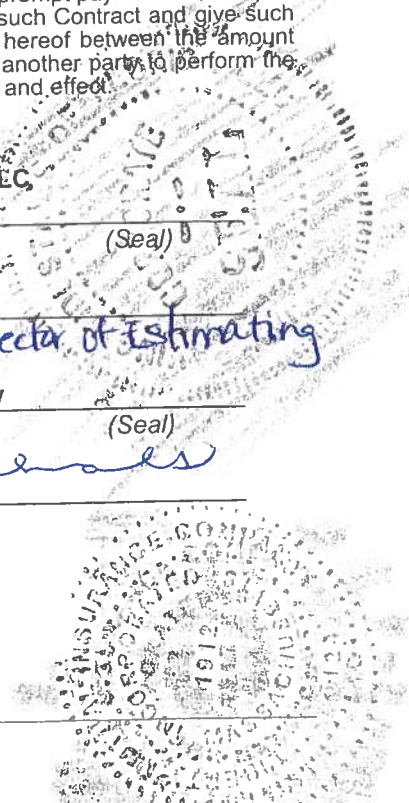
(Surety)

(Seal)

Justin Smith
(Witness)

Holly Nichols
(Title)

Holly Nichols, 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: [Signature]
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
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: [Signature]
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.

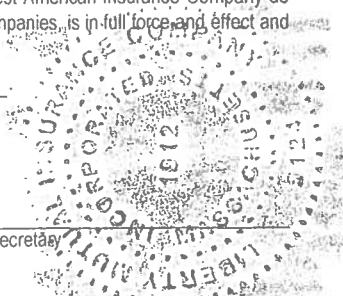
Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety 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 10th day of July, 2024.



By: [Signature]
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.

**ATTACHMENT 1
CONTRACTOR'S AFFIDAVIT**

BID No. 2024-07

I have carefully examined this solicitation, which includes scope, requirements for submission, general information and the evaluation and award process.

I acknowledge receipt of the following addenda.

Addendum # <u>1</u>	Date: <u>06/21/2024</u>	Addendum # _____	Date: _____
Addendum # <u>2</u>	Date: <u>07/01/2024</u>	Addendum # _____	Date: _____
Addendum # _____	Date: _____	Addendum # _____	Date: _____

I hereby propose to provide the services requested in the solicitation and, if awarded the project, to enter into a contract with the County. I agree that the terms and conditions of the solicitation shall take precedence over any conflicting terms and conditions submitted with my response and agree to abide by all conditions of the solicitation, unless a properly completed Exceptions to Solicitation form is submitted. I acknowledge that the County may not accept the response due to any exceptions.

I certify that all information contained in my response is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this response on behalf of the company as its agent and that the company is ready, willing and able to perform if awarded a contract.

Ajax Paving Industries of Florida, LLC
Name of Business

One Ajax Drive
Mailing Address

North Venice FL 34275

City, State & Zip Code
941-486-3600/941-486-3500

Telephone Number/Fax Number
flestimate@ajaxpaving.com

Email Address

Christie Alvaro
Authorized Signature
Christie Alvaro, Director of Estimating
Name & Title, Printed



State of Florida
County of Sarasota

This foregoing instrument was acknowledged before me this 2nd day of July, 2024, by Christie Alvaro, who is personally known to me or produced n/a - (personally known) as identification.

Kara Coggins
Signature of Notary Public - State of Florida



ATTACHMENT 2
BID No. 2024-07 CONTRACTOR'S QUALIFICATION QUESTIONNAIRE

Contractor must be certified/licensed by the State of Florida prior to submitting the type of work required by this project.

SUBMITTED BY: Ajax Paving Industries of Florida, LLC () Individual
Company
One Ajax Drive () Partnership
Street or PO Box
North Venice FL 34275 (X) Corporation
City, State & Zip Code
941-486-3600/941-486-3500 () Joint Venture
Phone/Fax/Email

The undersigned guarantees the truth and accuracy of all statements and all answers to questions hereinafter made.

1. Person to Contact Kara Coggins/Jessica Canon Title Bid / Contract Specialist
Telephone # 941-486-3600 Fax # 941-486-3500 Email flestimate@ajaxpaving.com

2. How many years has your organization been in business as a licensed Contractor under your present name: 16 years Year established : 2008

3. Under what other names has your organization operated? _____
We have operated under the name of Ajax Paving Industries, Inc. since April 18, 1951

4. List below the names, titles and addresses of officers, owners and partners:
Please see attached Resolution

5. Prepare a list as indicated on Attachment 3 – Completed Projects (attached) of the last five (5) projects of this type your organization has completed. ***Please see attached "Completed Contracts"***

6. Prepare a list as indicated on Attachment 4 – Current Projects (attached) of projects of this type that your organization is currently engaged in. Have you ever failed to complete any work awarded to you? No ***Please see attached " Status of Contracts on Hand"***

When? _____

Where? _____

Why? _____



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

Christle Alvaro
Director of Estimating

**ATTACHMENT 3
COMPLETED PROJECTS**

BID No. 2024-07

1. Project Title and Location ***Please see attached "Completed Contracts"***

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

Owner's Contact's Name, Address & Phone Number _____

2. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

Owner's Contact's Name, Address & Phone Number _____

3. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

Owner's Contact's Name, Address & Phone Number _____

**ATTACHMENT 3
COMPLETED PROJECTS
(CONTINUED)**

4. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

Owner's Contact's Name, Address & Phone Number _____

5. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

Owner's Contact's Name, Address & Phone Number _____

Completed Contracts

AJAX PAVING INDUSTRIES OF FLORIDA LLC

Contract Amount	Classes of Work Codes	Year Completed	Where Located City-County	Name & Address of Official to Whom You Refer
\$5,052,711.83		2023	E1S92 - US301 Manatee County	FDOT 605 Suwanee Street Tallahassee, FL 32399
\$3,587,382.02		2023	T1836 - SR758 from SR 72 (Stickney Point Rd to Shadow Lawn Way) Sarasota County	FDOT 605 Suwanee Street Tallahassee, FL 32399
\$20,052,828.47		2023	T1676 SR 45 (US 41) Lee County	FDOT 605 Suwanee Street Tallahassee, FL 32399
\$4,197,475.62		2023	T1834 SR 93 (I-75) Collier County	FDOT 605 Suwanee Street Tallahassee, FL 32399
\$8,663,207.39		2023	T1841 SR25 (US27) Glades County	FDOT 605 Suwanee Street Tallahassee, FL 32399
\$8,140,323.35		2023	H1108 - Ian Hurricane Repairs Multiple Counties	FDOT 605 Suwanee Street Tallahassee, FL 32399
\$4,664,000.00		2023	SR 688 - Pavement Only Resurfacing Pinellas County	FDOT 605 Suwanee Street Tallahassee, FL 32399
\$4,276,307.87		2023	E8T75 -Suncoast Parkway Hernando County	FDOT 605 Suwanee Street Tallahassee, FL 32399
\$382,400.00		2023	E7Q42 Simmons Loop to Big Bend Hillsborough County	FDOT 605 Suwanee Street Tallahassee, FL 32399
\$375,800.00		2023	E7Q43 Summerfield Crossing Blvd Hillsborough County	FDOT 605 Suwanee Street Tallahassee, FL 32399
\$452,700.00		2023	E7Q44 Summerfield Crossing Harbor Haze Hillsborough County	FDOT 605 Suwanee Street Tallahassee, FL 32399
\$229,500.00		2023	E7P84 SR600 Hillsborough County	FDOT 605 Suwanee Street Tallahassee, FL 32399
\$500,000.00		2023	T7383 US 19 Repair Citrus County	David Nelson Construction 3483 Alt 19 Palm Harbor, FL 34683
\$3,397,760.34		2023	E7016 US 92 Hillsborough County	FDOT 605 Suwanee Street Tallahassee, FL 32399
\$229,500.00		2023	E7P84 - Fast Response Hillsborough County	FDOT 605 Suwanee Street Tallahassee, FL 32399
\$21,358,192.62		2023	E7R15 US301 N of Lake St Charles Hillsborough County	FDOT 605 Suwanee Street Tallahassee, FL 32399
\$5,184,769.99		2023	E8U17 Veterans Expressway Hillsborough County	FDOT 605 Suwanee Street Tallahassee, FL 32399
\$1,030,376.00		2023	E1U10 SR 35 at Colbert Rd Polk County	FDOT 605 Suwanee Street Tallahassee, FL 32399
\$12,306,212.00		2022	E7R15 - US 301/SR 45, SR 676A at Bloomingdale & I-75 DB Hillsboro County, FL	FDOT 605 Suwanee Street Tallahassee, FL 32399
\$20,942,319.00		2022	FPN 201032 (T1709) Mill/Resurface/Widen SR 93 (I-75) Manatee Manatee County, FL	SACYR Construction Miami, FL
\$2,778,928.00		2022	T7424 - CR 578 New Northern Alignment- 257298-5-52-01	FDOT 605 Suwanee Street Tallahassee, FL 32399
\$9,180,244.00		2022	T7468- SR45/US41/Broad St.- 441386-FAP D720038B	FDOT 605 Suwanee Street Tallahassee, FL 32399
\$1,988,002.00		2021	E1S54 (SR 31) Charlotte Charlotte County	FDOT 605 Suwanee Street Tallahassee, FL 32399
\$2,309,731.00		2021	T1789 SR45 (US41) Lee Lee County	FDOT 605 Suwanee Street Tallahassee, FL 32399
\$1,786,500.00		2021	E1T47 - db - SR35 (US17) Hibiscus	FDOT

Contract Amount	Classes of Work Codes	Year Completed	Where Located City-County	Name & Address of Official to Whom You Refer
				605 Suwanee Street Tallahassee, FL 32399
\$473,930.00		2021	438086 (T1779) 13th Ave at SR 55	MSB Services, LLC 3204 Lena Rd Bradenton, FL 34211
\$187,855.00		2021	E1R18 Two #37 US 441 and NE 9	FDOT 605 Suwanee Street Tallahassee, FL 32399
\$1,875,007.00		2021	T1747 SR 45 Sarasota 43355 Sarasota County	Bergeron Land Development, Inc. 19612 SW 69th Place Fort Lauderdale, FL 33332
\$3,268,595.00		2021	FPN 198017 T1717 Mill/Resurface	Bergeron Land Development, Inc. 19612 SW 69th Place Fort Lauderdale, FL 33332
\$766,832.00		2021	E1R18 SR 60 & 80 foot Rd	FDOT 605 Suwanee Street Tallahassee, FL 32399
\$4,526,602.00		2021	E7R17 - I275 SR 93 Bus	FDOT 605 Suwanee Street Tallahassee, FL 32399
\$1,145,423.00		2021	E7M17 - Ro - Mill/Resurface	FDOT 605 Suwanee Street Tallahassee, FL 32399
\$2,383,694.00		2021	E7M95 Alt US 19	FDOT 605 Suwanee Street Tallahassee, FL 32399
\$1,302,812.00		2021	E7M94 - SR674/SR45	FDOT 605 Suwanee Street Tallahassee, FL 32399
\$891,067.00		2021	E7R25 Withlacoochee Trail	FDOT 605 Suwanee Street Tallahassee, FL 32399
\$318,920.00		2021	T7466 SR573 S Dale Mabry Hillsborough County	FDOT 605 Suwanee Street Tallahassee, FL 32399
\$868,111.00		2021	Two #1 - E7R11 Dale Mabry Hillsborough County	FDOT 605 Suwanee Street Tallahassee, FL 32399
\$1,112,559.00		2021	T7446 SR 50 (Cortez Blvd)	FDOT 605 Suwanee Street Tallahassee, FL 32399

Completed Contracts

AJAX PAVING INDUSTRIES OF FLORIDA LLC

Contract Amount	Classes of Work Codes	Year Completed	Where Located City-County	Name & Address of Official to Whom You Refer
\$12,306,212.00		2022	E7R15 - US 301/SR 45, SR 676A at Bloomingdale & I-75 DB Hillsboro County, FL	FDOT 605 Suwanee Street Tallahassee, FL 32399
\$20,942,319.00		2022	FPN 201032 (T1709) Mill/Resurface/Widen SR 93 (I-75) Manatee Manatee County, FL	SACYR Construction Miami, FL
\$2,778,928.00		2022	T7424 - CR 578 New Northern Alignment- 257298-5-52-01	FDOT 605 Suwanee Street Tallahassee, FL 32399
\$9,180,244.00		2022	T7468- SR45/US41/Broad St.- 441386-FAP D720038B	FDOT 605 Suwanee Street Tallahassee, FL 32399
\$1,988,002.00		2021	E1S54 (SR 31) Charlotte Charlotte County	FDOT 605 Suwanee Street Tallahassee, FL 32399
\$2,309,731.00		2021	T1789 SR45 (US41) Lee Lee County	FDOT 605 Suwanee Street Tallahassee, FL 32399
\$1,786,500.00		2021	E1T47 - db - SR35 (US17) Hibiscus	FDOT 605 Suwanee Street Tallahassee, FL 32399
\$473,930.00		2021	438086 (T1779) 13th Ave at SR 55	MSB Services, LLC 3204 Lena Rd Bradenton, FL 34211
\$187,855.00		2021	E1R18 Two #37 US 441 and NE 9	FDOT 605 Suwanee Street Tallahassee, FL 32399
\$1,875,007.00		2021	T1747 SR 45 Sarasota 43355 Sarasota County	Bergeron Land Development, Inc. 19612 SW 69th Place Fort Lauderdale, FL 33332
\$3,268,595.00		2021	FPN 198017 T1717 Mill/Resurface	Bergeron Land Development, Inc. 19612 SW 69th Place Fort Lauderdale, FL 33332
\$766,832.00		2021	E1R18 SR 60 & 80 foot Rd	FDOT 605 Suwanee Street Tallahassee, FL 32399
\$4,526,602.00		2021	E7R17 - I275 SR 93 Bus	FDOT 605 Suwanee Street Tallahassee, FL 32399
\$1,145,423.00		2021	E7M17 - Ro - Mill/Resurface	FDOT 605 Suwanee Street Tallahassee, FL 32399
\$2,383,694.00		2021	E7M95 Alt US 19	FDOT 605 Suwanee Street Tallahassee, FL 32399
\$1,302,812.00		2021	E7M94 - SR674/SR45	FDOT 605 Suwanee Street Tallahassee, FL 32399
\$891,067.00		2021	E7R25 Withlacoochee Trail	FDOT 605 Suwanee Street Tallahassee, FL 32399
\$318,920.00		2021	T7486 SR573 S Dale Mabry Hillsborough County	FDOT 605 Suwanee Street Tallahassee, FL 32399
\$868,111.00		2021	Two #1 - E7R11 Dale Mabry Hillsborough County	FDOT 605 Suwanee Street Tallahassee, FL 32399
\$1,112,559.00		2021	T7446 SR 50 (Cortez Blvd)	FDOT 605 Suwanee Street Tallahassee, FL 32399

Completed Contracts

AJAX PAVING INDUSTRIES OF FLORIDA LLC

Contract Amount	Classes of Work Codes	Year Completed	Where Located City-County	Name & Address of Official to Whom You Refer
\$1,988,002.00		2021	E1S54 (SR 31) Charlotte Charlotte County	FDOT 605 Suwanee Street Tallahassee, FL 32399
\$2,309,731.00		2021	T1789 SR45 (US41) Lee Lee County	FDOT 605 Suwanee Street Tallahassee, FL 32399
\$1,786,500.00		2021	E1T47 - db - SR35 (US17) Hibiscus	FDOT 605 Suwanee Street Tallahassee, FL 32399
\$473,930.00		2021	438086 (T1779) 13th Ave at SR 55	MSB Services, LLC 3204 Lena Rd Bradenton, FL 34211
\$187,855.00		2021	E1R18 Two #37 US 441 and NE 9	FDOT 605 Suwanee Street Tallahassee, FL 32399
\$1,875,007.00		2021	T1747 SR 45 Sarasota 43355 Sarasota County	Bergeron Land Development, Inc. 19612 SW 69th Place Fort Lauderdale, FL 33332
\$3,268,595.00		2021	FPN 198017 T1717 Mill/Resurface	Bergeron Land Development, Inc. 19612 SW 69th Place Fort Lauderdale, FL 33332
\$766,832.00		2021	E1R18 SR 60 & 80 foot Rd	FDOT 605 Suwanee Street Tallahassee, FL 32399
\$4,526,602.00		2021	E7R17 - I275 SR 93 Bus	FDOT 605 Suwanee Street Tallahassee, FL 32399
\$1,145,423.00		2021	E7M17 - Ro - Mill/Resurface	FDOT 605 Suwanee Street Tallahassee, FL 32399
\$2,383,694.00		2021	E7M95 AH US 19	FDOT 605 Suwanee Street Tallahassee, FL 32399
\$1,302,812.00		2021	E7M94 - SR674/SR45	FDOT 605 Suwanee Street Tallahassee, FL 32399
\$891,067.00		2021	E7R25 Withlacoochee Trail	FDOT 605 Suwanee Street Tallahassee, FL 32399
\$318,920.00		2021	T7466 SR573 S Dale Mabry Hillsborough County	FDOT 605 Suwanee Street Tallahassee, FL 32399
\$868,111.00		2021	Two #1 - E7R11 Dale Mabry Hillsborough County	FDOT 605 Suwanee Street Tallahassee, FL 32399
\$1,112,559.00		2021	T7446 SR 50 (Cortez Blvd)	FDOT 605 Suwanee Street Tallahassee, FL 32399
\$59,387,878.00		2020	E1Q29 SR 82 Lee 425841 Lee County, FL	25000 - FDOT 605 Suwanee Street Tallahassee, FL 32399
\$1,545,442.02		2020	North 2 Utilities Extension Project - Contract 6	72059 - Southwest Utility Systems Inc 16341 Old US 41 South Fort Myers, FL 33912
\$1,545,429.00		2020	M&S North 2 UEP contract 4	Mitchell and Stark 6001 Shirley Street Naples, FL 34116
\$2,166,031.00		2020	City of Cape Coral Utilities North 2 UEP Contract 1	Guyman Construction 305 SW 3rd Street Cape Coral, FL 33991
\$1,424,437.00		2020	City of Cape Coral Utilities North 2 UEP Contract 7 Cape Coral, FL	Guyman Construction 305 SW 3rd Street Cape Coral, FL 33991
\$1,292,173.00		2020	City of Cape Coral Utilities North 2 UEP Contract 11 Cape Coral, FL	72059 - Southwest Utility Systems Inc 16341 Old US 41 South Fort Myers, FL 33912
\$82,371.00		2020	Naples Municipal Airport Naples, FL	57845 - Owen-Ames-Kimball Company 11941 Fairway Lakes Drive Fort Myers, FL 33913
\$537,649.14		2020	Babcock National Phase 1	68581 - Ryangolf Corporation 614 S. Military Trail Deerfield Beach, FL 33442
\$231,714.61		2020	Corkscrew Shores Final Lift Phases 2 and 3	18016 - Corkscrew Lakes, LLC

Contract Amount	Classes of Work Codes	Year Completed	Where Located City-County	Name & Address of Official to Whom You Refer
				21101 Design Parc Ln #103 Estero, FL 33928
\$38,156.97		2020	Waste Management Repairs	17803 - Classics Plantation Estates HOA 3001 Executive Drive Suite 260 Clearwater, FL 33762
\$141,025.00		2020	Barron Collier Highschool Track	34029 - Halfacre Construction Company 7015 Professional Pkwy E Sarasota, FL 34240
\$11,524,723.71		2020	T1722 SR 25 (US 27) Glades 438060 D118118B	25000 - FDOT 605 Suwanee Street Tallahassee, FL 32399
\$58,463,650.80		2020	T1997 SR 80 Hendry 408286	25000 - FDOT 605 Suwanee Street Tallahassee, FL 32399
\$2,960,704.57		2020	West Villages Parkway Intersection Improvements North Port, Sarasota County	82216 - West Villages Improvement District 2501 Burns Road Suite A Palm Beach Gardens, FL 33410
\$11,247,918.06		2020	2019 County Paving Program Port Charlotte, Sarasota County	17700 - Charlotte County Purchasing 18500 Murdock Circle Port Charlotte, FL 33948
\$1,049,558.32		2020	Taxiway "D" Extension Venice, Sarasota County	77000 - City of Venice 200 N Warfield Avenue Venice, FL 34285
\$950,617.45		2020	FPN 439432 (T1753) D119009B Mill and Resurface (CA19-056) North Port, Sarasota County	25000 - FDOT 605 Suwanee Street Tallahassee, FL 32399
\$240,831.37		2020	Routine Road Maintenance 2019 City of North Port - PO #48192 North Port, Sarasota County	56000 - City of North Port 1100 N Chamberlain Blvd North Port, FL 34286
\$1,214,745.21		2020	Venice Resurfacing Project, Phase 2 Venice, Sarasota County	77000 - City of Venice 200 N Warfield Avenue Venice, FL 34285
\$43,000.00		2020	PGT Loading Area Venice, Sarasota County	60521 - PGT Industries, Inc 1070 Technology Drive Nokomis, FL 34275
\$597,037.37		2020	Little Bullfrog Creek - ITB 17182 Misc Construction Project Hillsborough County, FL	34255 - Hillsborough County BOCC PO Box 1110 Tampa, FL 33601
\$39,088.00		2020	WO20 - Balm Wimauma Resurfacing - ITB 17182 Misc Const Projec Hillsborough County, FL	34255 - Hillsborough County BOCC PO Box 1110 Tampa, FL 33601
\$84,000.00		2020	Wo17 - BOCC Curb & Gutter Repair - ITB 17182 Misc Const Hillsborough County, FL	34255 - Hillsborough County BOCC PO Box 1110 Tampa, FL 33601
\$1,368,000.00		2020	IFB-ML-19-055 - Little Road Pasco County, FL	59889 - Pasco County BOCC 38053 Live Oak Ave Dade City, FL 33523
\$1,858,279.05		2020	IFB-ML-19-054 - Mitchell Blvd Pasco County, FL	59889 - Pasco County BOCC 38053 Live Oak Ave Dade City, FL 33523
\$6,237,367.00		2020	SR 37 Polk County - FPN 434937 Polk County, FL	25000 - FDOT 605 Suwanee Street Tallahassee, FL 32399
\$925,463.52		2020	WO 25 - Virginia Park - 14 C 35 Hillsborough County, FL	74121 - City of Tampa 306 E Jackson Street 2E Tampa, FL 33602
\$1,176,903.29		2020	NW Regional Water Reclamation Facility Expansion	20045 - Gamey/Wharton- Smitch a Joint Venture 370 E Crown Point Rd Winter Garden, FL 34787
\$4,372,157.44		2020	SR 45 (US41) (50th St) FPN 434848 Hillsborough County, FL	60600 - PCS Civil, INC 6920 Asphalt Ave Tampa, FL 33614
\$953,552.41		2020	City of Pinellas Park Road Resurfac Pinellas County, FL	61594 - City of Pinellas Park PO Box 1100 Pinellas Park, FL 33780
\$1,064,771.87		2020	Bay to Bay Blvd - Pavement Treatment Program Tampa, Hillsborough County	34255 - Hillsborough County BOCC PO Box 1110 Tampa, FL 33601
\$700,239.80		2020	SWWRF Capacity Upgrades Tampa, Hillsborough County	34049 - The Haskell Company PO Box 45275 Jacksonville, FL 32202
\$187,950.35		2020	Terminal Apron Rehabilitation - Sebring Airport Sebring, Desoto County	34224 - GLF Construction Corp 1428 Brickell Ave Miami, FL 33131
\$987,716.73		2020	FPN 428957 (T7406) SR 93A (I75) Off Ramp Interchange	61950 - Prince Contracting Co

Contract Amount	Classes of Work Codes	Year Completed	Where Located City-County	Name & Address of Official to Whom You Refer
			Tampa, Hillsborough County	10210 Highland Manor Drive Suite 110 Tampa, FL 33610
\$3,027,443.05		2020	2017/2018 Street Improvement Project - New Port Richey New Port Richey, Pasco County	61717 - City of New Port Richey 5919 Main Street New Port Richey, FL 34652
\$68,918.00		2020	Demo of Red Side Rental Car Garage @ TIA Tampa, Hillsborough County	44480 - Kimmins Contracting Corp 1501 2nd Ave Tampa, FL 33605
\$147,742.77		2020	Polk Pkwy Widening MP 18-22 Lakeland, Polk County	25000 - FDOT 605 Suwanee Street Tallahassee, FL 32399
\$6,432,013.03		2019	FPN 434937-1-52-01 (E1P92) SR 37 From CR630 (Lithia Pinecrest) Polk County	FDOT/Keystone Civil 2635 Windguard Circle, Suite 102 Wesley Chapel, FL 33544
\$6,851,830.78		2019	FPN 434765-1-52-01 (E7K19) SR 56 Extension, Pasco County	Cone & Graham, Inc. P.O. Box 310167 Tampa, FL 33680
\$1,509,643.95		2019	FPN 436491-1-52-01 SR (T7409) 80/E. Kennedy, Downtown Tampa	FDOT 11201 N. McKinley Drive Tampa, FL 33612
\$2,924,620.68		2019	FPN 434806-1-52-01 (T7401) SR 693/S. Pasadena Ave., Pinellas County	FDOT 11201 N. McKinley Drive Tampa, FL 33612
\$7,298,572.25		2019	FPN 201032-6-52-01 & 201032-6-56-01 (T1664) SR 64 Interchange @ SR 93 (I-75) Bradenton, Manatee County	Prince Contracting, LLC 10210 Highland Manor Drive, Suite 110 Tampa, FL 33610
\$2,179,806.79		2019	FPN 436580 (E1R06) Mill/Resurface/Widen SR 70 Desoto	Florida Department of Transportation - District 1 P.O. Box 1249 MS 1-8 Bartow, FL 33831-1249
\$1,723,727.04		2019	FPN 439432 (T1753) D119009B Mill & Resurface (CA19-056)	Florida Department of Transportation - District 1 P.O. Box 1249 MS 1-8 Bartow, FL 33831-1249
\$20,796,482.11		2019	2017 County Paving Program	Charlotte County Purchasing 18500 Murdock Circle Port Charlotte, FL 33948-1094
\$2,124,098.61		2019	FPN 422710 (E1P91) Mill/Resurface/Widen US 41 Sarasota	Russell Engineering, Inc. 10704 Portal Crossing Bradenton, FL 34211
\$12,539,709.14		2019	2018 County Paving Program	Charlotte County Purchasing 18500 Murdock Circle Port Charlotte, FL 33948-1094
\$7,562,484.06		2019	CR-665 Widening And Resurfacing	Hardee County BOCC 412 W Orange St., Room 103 Wachula, FL 33873
\$7,206,012.55		2019	FPN 436586 (T1706) Mill/resurface SR 35 and SR 64 Hardee	Florida Department of Transportation - District 1 P.O. Box 1249 MS 1-8 Bartow, FL 33831-1249
\$2,384,669.95		2019	West Villages Parkway Intersection Improvements	West Villages Improvement District 19503 S West Villages Parkway, #A3 Venice, FL 34293
\$1,929,250.64		2019	Resurfacing FY18, Increment 2 (Sarasota County)	Sarasota County Trans V017300 1001 Sarasota Center Blvd. Sarasota, FL 34240
\$49,312,465.39		2019	E1Q29 SR 82 Lee	Florida Department of Transportation - District 1 P.O. Box 1249 MS 1-8 Bartow, FL 33831-1249
\$26,496,890.50		2019	T1687 SR 93 (I-75) Charlotte 413042	Florida Department of Transportation - District 1 P.O. Box 1249 MS 1-8 Bartow, FL 33831-1249
\$915,852.79		2019	E1Q77 Golden Gate Estates 8th St NE Bridge Collier	Bergeron Land Development, Inc. 19612 SW 69 Place Fort Lauderdale, FL 33332
\$1,088,005.44		2019	Major Road Resurfacing FY2019	City of Cape Coral 1015 Cultural Park Blvd Cape Coral, FL 33990
\$5,064,195.00		2018	FPN 198017 (T1606) Add Lanes/Mill/Resurface SR 45A Sarasota Sarasota County	Bergeron Land Development, Inc. 19612 SW 69 Place Fort Lauderdale, FL 33332
\$2,059,531.00		2018	Midway Boulevard Widening- Phase II Charlotte County	Forsberg Construction Inc. 645 Charlotte Street Punta Gorda, FL 33950

Contract Amount	Classes of Work Codes	Year Completed	Where Located City-County	Name & Address of Official to Whom You Refer
\$14,671,706.00		2018	FPN 431316 (T1647) Mill/Resurface/Widen SR 45 (US 41) Charlo Charlotte County	Florida Department of Transportation - District 1 P.O. Box 1249 MS 1-8 Bartow, FL 33831-1249
\$23,769,328.00		2018	2016 County Paving Program Charlotte County	Charlotte County Purchasing 18500 Murdock Circle Port Charlotte, FL 33948-1094
\$4,912,660.00		2018	FPN 414547 (T1650) Widen/Reconstruction SR 35 (US 17) Hardee Hardee County	Watson Civil Construction, Inc 319 West Town Place Suite 25 St. Augustine, FL 32092
\$1,425,312.00		2018	Arcadia Street Rehab RFP Bid No.2016-02 Desoto County	City of Arcadia PO Box 1000 Arcadia, FL 34266
\$4,579,524.00		2018	Venice Rehabilitation Of Public Use Aircraft Parking Aprons Sarasota County	City of Venice 401 West Venice Avenue Venice, FL 34285
\$4,151,704.00		2018	Resurfacing FY 17, Area O&P Sarasota County	Sarasota County Trans V017300 1001 Sarasota Center Blvd Sarasota, FL 34240
\$20,004,380.00		2018	D/B Golden Gate Boulevard 4-Lane, East Of Wilson Boulevard Collier County	Collier BOCC 2671 Airport Road Court Plaza 3 Naples, FL 34112
\$27,028,969.00		2018	T1598 SR 93 (I-75) Charlotte & Sarasota 413044 Sarasota & Charlotte County	Astaldi Construction Corporation 8220 SR 84 Suite 300 Davie, FL 33324
\$10,552,837.00		2018	Rehab Of Runway 5-23 & Assoc. Taxiways At Page Field Lee County	Owen-Ames-Kimball Company 11941 Fairway Lakes Drive Fort Myers, FL 33913-8338
\$6,229,008.00		2018	E1P89 SR 35 (US 17) Desoto 436920 Desoto County	Florida Department of Transportation - District 1 P.O. Box 1249 MS 1-8 Bartow, FL 33831-1249
\$1,137,219.00		2018	Del Prado Boulevard Resurfacing Lee County	Lee County Bd of Commissioners 1500 Monroe Street Fort Myers, FL 33901
\$1,292,367.00		2018	Rehab Of Runway 13-31 & Assoc. TW's At Page Field Airport P2 Lee County	Owen-Ames-Kimball Company 11941 Fairway Lakes Drive Fort Myers, FL 33913-8338
\$2,208,085.00		2018	Aspen Blvd & Birchwood Pkwy In Port LaBelle Resurfacing Proj Glades County	Glades County BCC PO Box 395 Moore Haven, FL 33471
\$3,214,889.00		2018	E1Q75 SR 29 Hendry 436598 Hendry County	Florida Department of Transportation - District 1 P.O. Box 1249 MS 1-8 Bartow, FL 33831-1249
\$1,819,211.00		2018	Automated People Mover Slip Ramp Hillsborough County	Kimmins Contracting Corp 1501 2nd Avenue Tampa, FL 33605
\$5,458,500.00		2018	FPN 431492 (E7K97) Mill/Resurface 40th Street / US 41 Hills Hillsborough County	Florida Department of Transportation - District 7 11201 N. McKinley Drive MS 7-1300 Tampa, FL 33612
\$8,500,714.00		2018	Taxiway Rehabilitation @ PIE Phase 2 - P.O. 424804 Pinellas County	Pinellas County BOCC PO Box 2438 Clearwater, FL 33757
\$3,052,331.00		2018	Programmed Maint Pvmnt Rehab (Massachusetts/Ridge/Starkey) Pasco County	Pasco County Purchasing BCC 38053 Live Oak Avenue Dade City, FL 33523-3894
\$7,552,224.00		2018	FPN 434929 (T1678) Mill/Resurface SR 93 (I-75) Manatee Manatee County	Florida Department of Transportation - District 1 P.O. Box 1249 MS 1-8 Bartow, FL 33831-1249
\$1,324,073.00		2018	W Bloomingdale Ave (945) - Hillsborough Co Pav't Treatment Hillsborough County	Hillsborough County Board of County Commissioners BOCC Hillsborough County Florida PO Box 1110 Tampa FL 33601
\$1,355,243.00		2018	Pasco Cty Asphalt Resurfacing & Pavement Rehab IFB-DL-15-252 Pasco County	Asphalt Paving Systems 9021 Wire Road Zephyrhills, FL 33540
\$1,004,425.00		2018	Treasure Island Causeway Trail Project No 13075-112 Pinellas County	City of St Petersburg PO Box 1257 St Petersburg, FL 33731-1257

**ATTACHMENT 4
CURRENT PROJECTS**

BID No. 2024-07

1. Project Title and Location ***Please see attached " Status of Contracts on Hand"***

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

Owner's Contact's Name, Address & Phone Number _____

2. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

Owner's Contact's Name, Address & Phone Number _____

3. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

Owner's Contact's Name, Address & Phone Number _____

**ATTACHMENT 4
CURRENT PROJECTS
(CONTINUED)**

4. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

Owner's Contact's Name, Address & Phone Number _____

5. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

Owner's Contact's Name, Address & Phone Number _____



The Future is Riding on Ajax.

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

7/11/2024 7:00:04 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 ***					
IFB-ML-19055 - 2018-19 Mill & Resurface E of US 41 (MASTER) (30119-04)	\$9,189,800.00	\$1,303,300.00	\$7,886,500.00	\$644,000.00	\$1,491,600.00
Ajax-E1R87 Design Build I-75(SR 93) @ US 301 Interchange Man (104021-)	\$6,375,500.00	\$0.00	\$6,375,500.00	\$6,375,500.00	\$0.00
T1852 - 447872 - D123056B - US 301 FROM 12TH ST TO DR MLK JR (105124-)	\$58,135,300.00	\$42,699,000.00	\$15,436,300.00	\$3,742,000.00	\$0.00
Resurfacing Siesta Key - Bid #232514JR - Sarasota County (105324-)	\$3,034,200.00	\$1,827,400.00	\$1,206,700.00	\$1,206,700.00	\$0.00
T1858-441560-1-52-01 - D122043B - SR 681 US 41 to I-75 Saras (107623-)	\$9,490,100.00	\$1,741,400.00	\$7,748,700.00	\$7,748,700.00	\$0.00
E1V10-441550-SR 45(US 41) N of Port Commons to State College (109223-)	\$6,892,200.00	\$2,189,700.00	\$4,702,500.00	\$227,900.00	\$0.00
CONSTRUCTION OF TAXIWAY CHARLIE AND FOXTROT REHABILITATION (109622-)	\$14,459,300.00	\$5,074,200.00	\$9,385,000.00	\$6,972,200.00	\$0.00
E1U97-447896-SR 789 -Longboat Cld to SR 64 Manatee/Sarasota (110022-)	\$6,099,500.00	\$3,043,900.00	\$3,055,700.00	\$323,200.00	\$0.00
Charlotte County - 2023 County Paving Program - 2023000348 (110623-)	\$3,990,000.00	\$2,308,400.00	\$1,681,600.00	\$99,900.00	\$0.00
Ringling Blvd. & Pine Pl. Roundabout - City of Sarasota (113923-)	\$13,820,500.00	\$3,645,600.00	\$10,174,800.00	\$1,991,700.00	\$0.00
T1789 SR 45 (US 41) Lee 436931 D120038B (257720-)	\$3,722,500.00	\$2,289,900.00	\$1,452,600.00	\$1,104,600.00	\$0.00
Cape Coral Parkway Eastbound Turn Lane Extension At Del Prad (263721-)	\$2,309,700.00	\$1,431,700.00	\$878,000.00	\$90,300.00	\$0.00
T1834 SR 93 (I-75) Collier 446320 D121090B (269822-)	\$217,100.00	\$121,300.00	\$95,800.00	\$1,200.00	\$0.00
City Of Ft Myers RFQ #0007-21 Paving & Drainage Repairs (271322-)	\$4,147,500.00	\$1,744,300.00	\$2,403,100.00	\$180,900.00	\$0.00
T1815 SR 45 (US 41) Lee 444640 D121099B (271522-)	\$591,700.00	\$99,600.00	\$492,100.00	\$27,900.00	\$0.00
Taxiway D Reconstruction (272422-)	\$9,881,000.00	\$4,955,000.00	\$4,925,900.00	\$88,900.00	\$0.00
H1108 - TWO #32 - SR 865 San Carlos Blvd Lee 451802 (272722-)	\$9,641,800.00	\$2,549,900.00	\$7,092,000.00	\$546,800.00	\$0.00
REHAB OF AIRSIDE PAVEMENTS AT PAGE FIELD AIRPORT AREA A (272822-)	\$22,700.00	\$3,300.00	\$19,500.00	\$800.00	\$0.00
H1108 - TWO #66 - SR 681 N of US 41 Sarasota 451800 (272922-)	\$5,998,100.00	\$2,997,200.00	\$3,000,900.00	\$1,993,000.00	\$0.00
H1108 - TWO #30 - US 17 NB (E. Olympia Ave) Charlotte 451804 (273022-)	\$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-)	\$26,500.00	\$1,100.00	\$25,500.00	\$2,500.00	\$0.00
H1128 TWO 01 I-75 At Jacaranda Blvd Sarasota 452331 (273922-)	\$26,800.00	\$1,100.00	\$25,700.00	\$4,500.00	\$0.00
H1108 - TWO #54 - US 17 Washout Mare Branch Desoto 451808 (274022-)	\$37,700.00	\$7,300.00	\$30,400.00	\$7,900.00	\$0.00
H1128 TWO 05 I-75 At River Road Sarasota 452331 (274122-)	\$29,100.00	\$1,400.00	\$27,700.00	\$8,800.00	\$0.00
H1108 - TWO #64 - US 41 S Of Bayview Parkway Sarasota 451800 (274322-)	\$61,200.00	\$18,500.00	\$42,700.00	\$2,400.00	\$0.00
	\$57,200.00	\$1,000.00	\$56,200.00	\$18,700.00	\$0.00



The Future is Riding on Ajax.™

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

7/1/2024 7:00:04 AM

H1108 - TWO #60 - I-75 At Rampart Blvd Charlotte 451804 (274922-)	\$42,400.00	\$1,700.00	\$40,700.00	\$18,600.00	\$0.00
CONSTRUCTION OF UNIMPROVED ALLEYS (275222-)	\$2,827,700.00	\$1,913,000.00	\$914,700.00	\$159,900.00	\$0.00
Replace 6" PVC Irrigation Main Contract #QUT2372JM (276923-)	\$180,000.00	\$153,000.00	\$27,000.00	\$4,000.00	\$0.00
Lehigh Acres Arterial Roads Resurfacing 3 FY23 A (278523-)	\$1,549,600.00	\$207,500.00	\$1,342,100.00	\$43,600.00	\$0.00
Mainsail Drive @ Plaza Lane Intersection Improvements (279123-)	\$191,900.00	\$83,300.00	\$108,600.00	\$13,400.00	\$0.00
Forum Blvd Paving Project ITB 0064-23 (279523-)	\$1,170,700.00	\$173,900.00	\$996,700.00	\$73,400.00	\$0.00
Three Oaks Resurfacing - Alico Rd to San Carlos Blvd 3 FY24B (281623-)	\$1,273,500.00	\$186,500.00	\$1,087,000.00	\$13,900.00	\$0.00
County Wide Arterials - Bonita Beach Rd 3 FY22 B (283124-)	\$1,613,600.00	\$518,600.00	\$1,095,000.00	\$1,095,000.00	\$0.00
County Wide Arterials - Daniels Pkwy 3 FY24 C (283624-)	\$1,041,600.00	\$226,300.00	\$815,300.00	\$815,300.00	\$0.00
0071-23 Winkler Avenue Right Turn Lane Imp Lee 447897 (283824-)	\$373,400.00	\$142,600.00	\$230,800.00	\$230,800.00	\$0.00
T1872 SR 78 Lee 447875 D123069B (284124-)	\$1,943,100.00	\$846,400.00	\$1,096,700.00	\$1,096,700.00	\$0.00
T1883 SR 80 Lee 446292 D123032B (284324-)	\$19,611,600.00	\$5,049,100.00	\$14,562,600.00	\$14,562,600.00	\$0.00
ITB# 0012-24 Citywide Milling And Overlay Services (284424-)	\$3,529,500.00	\$660,800.00	\$2,868,700.00	\$2,868,700.00	\$0.00
Major Roads Resurfacing FY24 - City of Cape Coral (284924-)	\$11,741,900.00	\$1,692,700.00	\$10,049,200.00	\$10,049,200.00	\$0.00
T1885 SR 78 (Pine Island Rd) Lee 446291 D123093B (285324-)	\$11,093,900.00	\$5,603,300.00	\$5,490,700.00	\$5,490,700.00	\$0.00
Asphalt Overlay & Patching Svcs FY 20-23 - Pinellas (318020-)	\$2,948,700.00	\$42,100.00	\$2,906,600.00	\$2,348,700.00	\$0.00
BP University Locations - 19970 Const Svcs Ditch Work (332423-)	\$114,300.00	\$105,100.00	\$9,100.00	\$6,900.00	\$0.00
Galagher Rd - 19970 Const Svcs Ditch Work (332823-)	\$74,900.00	\$64,900.00	\$10,000.00	\$6,700.00	\$0.00
Providence Ridge Blvd - 19970 Const Svcs Ditch Work (334523-)	\$83,700.00	\$6,300.00	\$77,500.00	\$9,600.00	\$0.00
S. Miller Rd - 19777 Gen Rdwy Resurfacing Svcs (337922-)	\$952,800.00	\$176,100.00	\$776,700.00	\$218,000.00	\$0.00
TWO 12 ETR27 SR 55 (US 19) CO 11 (342822-)	\$73,200.00	\$16,100.00	\$57,100.00	\$0.00	\$0.00
Runway 9-27 Rehab & Taxiway A E - ITB 21-CG0065/DK-Hernando (347021-)	\$11,319,200.00	\$2,593,900.00	\$8,725,300.00	\$336,300.00	\$0.00
Port Sutton Rd - ITB 22664 Neighborhood Roadway Resurfacing (353023-)	\$583,400.00	\$53,600.00	\$529,800.00	\$72,500.00	\$0.00
Old Big Bend Rd - ITB 22664 Neighborhood Roadway Resurfacing (353323-)	\$503,200.00	\$116,800.00	\$386,400.00	\$386,400.00	\$0.00
Madison St. - Pasco Co. Annual Sidewalk (354123-)	\$426,300.00	\$15,200.00	\$411,100.00	\$125,000.00	\$0.00
ETP32 SR 682-Resurfacing Pinellas FPN 441652 (356622-)	\$6,041,600.00	\$2,061,400.00	\$3,980,100.00	\$60,900.00	\$0.00
22-0650-E-PIE Runway 18-36 Pavement Maintenance (357422-)	\$2,628,000.00	\$335,800.00	\$2,292,200.00	\$536,700.00	\$0.00
ETP97 SR699/Gulf Blvd.- Drainage Improvements (361923-)	\$323,100.00	\$20,900.00	\$302,200.00	\$10,400.00	\$0.00
ETN96 SR 694 (Gandy Blvd) Pinellas FPN 441650 (362223-)	\$7,424,400.00	\$2,097,100.00	\$5,327,200.00	\$746,700.00	\$0.00
ARPA Paving And Local Roads - PID 005651A (362523-)	\$4,533,200.00	\$996,200.00	\$3,534,900.00	\$905,800.00	\$0.00
T7511 SR 54 443784-1-5201 Pasco-FAP D723010B (363823-)	\$12,546,000.00	\$3,759,700.00	\$8,786,400.00	\$6,780,100.00	\$0.00
ETP96 - SR 54 @ US 19 - RESURFACING (363923-)	\$5,288,600.00	\$929,300.00	\$4,359,300.00	\$252,000.00	\$0.00



The Future is Riding on Ajax.

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

7/11/2024 7:00:04 AM

77488 SR 45 (US 41) and SR 54 (364323-)	\$12,882,800.00	\$2,476,300.00	\$10,406,500.00	\$6,167,100.00	\$0.00
77515 - SR 595 (ALT US 19) (5TH AVE N) (364523-)	\$13,019,900.00	\$4,666,900.00	\$8,352,900.00	\$6,698,900.00	\$0.00
HCAA Tampa Executive Airport - Taxways A, D, E & J Rehab (364623-)	\$10,295,400.00	\$4,606,800.00	\$5,688,600.00	\$41,200.00	\$0.00
Citywide Annual Resurfacing FY23 - City of St. Petersburg (365523-)	\$4,949,400.00	\$707,100.00	\$4,242,200.00	\$2,012,100.00	\$0.00
County-Wide School Speed Zone Upgrades-Hillsborough County (365624-)	\$4,799,100.00	\$2,460,700.00	\$2,338,500.00	\$2,338,500.00	\$0.00
Grand Boulevard Sidewalk - Phase II-IFB-KM-23-057 (366124-)	\$1,330,400.00	\$246,300.00	\$1,084,100.00	\$465,400.00	\$0.00
Street Improvement For FY23 - IFB-RH-22-057 NPR (366524-)	\$1,713,000.00	\$202,300.00	\$1,510,600.00	\$1,406,800.00	\$0.00
City Of Temple Terrace - CDBG Roadway Resurfacing (366824-)	\$110,000.00	\$11,300.00	\$98,700.00	\$98,700.00	\$0.00
Hernando County - Solid Waste Dept - Landfill Rip Rap Project (367024-)	\$119,000.00	\$57,100.00	\$61,900.00	\$61,900.00	\$0.00
City of Port Richey Rdwy Rehab & Paving IIFH-RH-22-057 (367124-)	\$527,700.00	\$56,700.00	\$471,000.00	\$471,000.00	\$0.00
FY 23/24/25 Annual Road Resurfacing and Curb Replacement (367224-)	\$520,000.00	\$26,100.00	\$493,900.00	\$369,200.00	\$0.00
S 54th St - ITB 22664 Neighborhood Rdwy Resurfacing (370623-)	\$371,600.00	\$68,700.00	\$302,900.00	\$79,300.00	\$0.00
Pontiac Dr -ITB 22664 Neighborhoods Rdwy Resurfacing (371024-)	\$636,000.00	\$200,500.00	\$435,400.00	\$238,700.00	\$0.00
Bayard Dr - ITB 22664 Neighborhood Rdwy Resurfacing (371124-)	\$422,500.00	\$24,600.00	\$397,900.00	\$397,900.00	\$0.00
Breland Dr - ITB 22664 Neighborhood Rdwy Resurfacing (371224-)	\$213,600.00	\$11,400.00	\$202,300.00	\$202,300.00	\$0.00
Hampden Dr - ITB 22664 Neighborhood Rdwy Resurfacing (371324-)	\$541,100.00	\$33,400.00	\$507,700.00	\$507,700.00	\$0.00
Giadyz Street-Pasco Pmnt & Rdwy Rehab 22-B-773 (373024-)	\$1,464,500.00	\$458,600.00	\$1,005,900.00	\$1,005,900.00	\$0.00
Mansfield Blvd-Pasco ROADWAY REHABILITATION AND REPAVING (380123-)	\$1,080,700.00	\$103,700.00	\$976,900.00	\$163,300.00	\$0.00
Covington Rd East PAV/00-0001 Pasco Roadway Rehab & Paving (380323-)	\$811,100.00	\$126,500.00	\$684,500.00	\$71,300.00	\$0.00
Coolwood & Kyle Dr PAV/00-0047 Pasco Roadway Rehab & Paving (380423-)	\$1,261,900.00	\$354,400.00	\$907,500.00	\$167,000.00	\$0.00
Bear Creek Nature Trail-ROADWAY REHABILITATION AND REPAVING (380523-)	\$69,700.00	\$2,000.00	\$67,700.00	\$21,300.00	\$0.00
19970 Const Svcs FY 24 - MASTER (390024-)	\$16,209,500.00	\$14,101,800.00	\$2,107,700.00	\$2,107,700.00	\$0.00
Pemberton Creek - 19970 Const Svcs FY 24 (390124-)	\$327,400.00	\$211,500.00	\$115,900.00	\$69,400.00	\$0.00
E Bloomingdale Rd - 19970 Const Svcs Ditch Work (390224-)	\$212,900.00	\$23,000.00	\$190,000.00	\$5,400.00	\$0.00
SSU Palm River - 19970 Const Svcs FY 24 (390624-)	\$574,600.00	\$504,800.00	\$69,700.00	\$3,700.00	\$0.00
SSU Ruskin - 19970 Const Svcs FY 24 (390724-)	\$693,400.00	\$606,000.00	\$87,400.00	\$87,400.00	\$0.00
WSU Pal Acres - 19970 Const Svcs FY 24 (390824-)	\$656,500.00	\$557,800.00	\$68,800.00	\$68,800.00	\$0.00
WSU Anderson Rd Industrial Park - 19970 Const Svcs FY 24 (390924-)	\$997,200.00	\$818,000.00	\$179,200.00	\$179,200.00	\$0.00
Brushy Creek Sediment Removal - 19970 Const Svcs FY 24 (391224-)	\$42,400.00	\$36,200.00	\$6,200.00	\$6,200.00	\$0.00
E1V15 US 98 (SR 700) - Ft Meade (407123-)	\$7,855,300.00	\$1,974,800.00	\$5,880,500.00	\$6,900.00	\$0.00
T1838 SR64 Hardee FPN 441511 (407223-)	\$6,538,600.00	\$2,436,600.00	\$4,102,000.00	\$1,286,500.00	\$0.00
E1V22 - SR 64 From Prescott To Morgan Grice (408123-)	\$5,092,400.00	\$336,800.00	\$4,755,600.00	\$4,755,600.00	\$0.00



The Future is Riding on Ajax.

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

7/1/2024 7:00:04 AM

T1867 - SR 60, FROM CR 555 TO BROADWAY AVE AND FROM E VAN FL (409524-)	\$7,428,200.00	\$2,543,500.00	\$4,884,600.00	\$4,884,600.00	\$0.00
N. Lake Reedy Blvd West Project (21-511) (410224-)	\$737,200.00	\$19,900.00	\$717,300.00	\$717,300.00	\$0.00
44th Ave E, Extension Project - From 45th St. E. To I-75 (101420-)	\$3,221,400.00	\$62,200.00	\$3,159,100.00	\$0.00	\$149,000.00
SRQ Baggage Handling System - Concrete Apron And Silework (108323-)	\$1,835,000.00	\$664,200.00	\$1,270,800.00	\$0.00	\$475,700.00
T1787 - FPN 444440 - D121079B - SR 45 (US BUS 41) Manatee Co (108523-)	\$1,259,300.00	\$61,500.00	\$1,197,800.00	\$0.00	\$164,500.00
22-TA004097CD Moccasin Wallow Road US-41 to Gateway Blvd (109123-)	\$4,955,100.00	\$16,700.00	\$4,938,400.00	\$0.00	\$3,205,400.00
Lockwood Ridge Road At The Shopping Center Entrance - A2Grou (109823-)	\$1,839,600.00	\$811,900.00	\$1,027,700.00	\$0.00	\$623,000.00
T1853- 441535 - D121043B - SR 64 - Manatee Co (111123-)	\$2,872,900.00	\$261,900.00	\$2,611,000.00	\$0.00	\$1,661,700.00
WEST COMMERCIAL APRON AND SMAA EMPLOYEE PARKING LOT (113823-)	\$516,200.00	\$9,500.00	\$506,700.00	\$0.00	\$338,100.00
City Of Cape Coral Utilities North 2 UEP Contract 11 (245719-)	\$1,283,500.00	\$13,200.00	\$1,270,300.00	\$0.00	\$134,800.00
8th Street Corridor Improvements Project (246319-)	\$829,300.00	\$26,800.00	\$802,500.00	\$0.00	\$162,400.00
McGregor Boulevard Rehabilitation (269222-)	\$761,600.00	\$163,100.00	\$598,500.00	\$0.00	\$50,700.00
HHDR CR 720 Mill & Resurface - Clewiston (Glades), FL (275623-)	\$3,790,700.00	\$405,800.00	\$3,384,900.00	\$0.00	\$39,500.00
Gateway-Griffin Roundabout (276423-)	\$750,700.00	\$23,300.00	\$727,400.00	\$0.00	\$202,300.00
105/106 Public Utilities Renewal (277123-)	\$679,700.00	\$16,800.00	\$662,900.00	\$0.00	\$93,600.00
New Taxiway G at Punta Gorda Airport (279023-)	\$2,936,200.00	\$20,800.00	\$2,915,400.00	\$0.00	\$207,500.00
RSW Taxiway F Emergency Repairs (279423-)	\$262,600.00	\$69,700.00	\$192,900.00	\$0.00	\$21,300.00
LEE - LITTLETON ROAD WIDENING (282124-)	\$969,800.00	\$9,100.00	\$960,700.00	\$0.00	\$952,900.00
Contract 3 - North1 UEP (282624-)	\$2,432,900.00	\$34,800.00	\$2,398,100.00	\$0.00	\$2,310,900.00
UEP North 1 Contract 4 (283724-)	\$2,117,700.00	\$26,100.00	\$2,091,600.00	\$0.00	\$1,913,500.00
T1887 SR 865 (San Carlos Blvd) Lee 433726 D122057B (284624-)	\$727,300.00	\$43,500.00	\$683,800.00	\$0.00	\$683,800.00
Anglers Paradise Offsite Only 2024 (284824-)	\$83,000.00	\$5,200.00	\$77,800.00	\$0.00	\$77,800.00
Sunshine Blvd Emergency Repair (286024-)	\$33,100.00	\$5,200.00	\$27,900.00	\$0.00	\$27,900.00
Covewood Ct Marco Island Repair (286124-)	\$37,700.00	\$6,500.00	\$31,200.00	\$0.00	\$31,200.00
Bridge Replacement at 40th Ave NE over Placido Bayou-St Pete (319220-)	\$1,480,000.00	\$29,800.00	\$1,450,100.00	\$0.00	\$29,300.00
TWO 8 ETR27 US 19 / SR 55 DBPB V-D7 (342221-)	\$153,600.00	\$11,600.00	\$142,000.00	\$0.00	\$27,600.00
TWO 10 ETR27 Independence Parkway WB - PBDB V - D-7 (342321-)	\$69,200.00	\$7,400.00	\$61,700.00	\$0.00	\$2,000.00
TWO 18 ETR27 US 41/SR 45 @ Carson Dr. CO 9 Pasco (342521-)	\$97,400.00	\$6,900.00	\$90,400.00	\$0.00	\$0.00
TWO 16 ETR27 Baker St. CO 8 (342621-)	\$34,200.00	\$8,000.00	\$26,200.00	\$0.00	\$0.00
TWO 9 ETR27 Roosevelt Blvd & 16th St N CO 5 (342721-)	\$26,500.00	\$4,200.00	\$22,300.00	\$0.00	\$0.00
TWO 26 ETR27 North Florida Ave. CO 16 (343322-)	\$18,400.00	\$0.00	\$18,400.00	\$0.00	\$8,000.00
TWO 33 ETR27 SR 45 / US 41 (N. Nebraska Ave) CO 18 (343522-)	\$60,900.00	\$6,200.00	\$54,600.00	\$0.00	\$0.00



The Future is Riding on Ajax.

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

7/1/2024 7:00:04 AM

TWO 28 ETR27 N. Florida Ave & 127th Ave CO 22 (343822-)	\$103,200.00	\$3,300.00	\$99,900.00	\$0.00	\$20,500.00
TWO 36 ETR27 SR 55 (US 19) CO 23 (344123-)	\$76,800.00	\$15,400.00	\$61,400.00	\$0.00	\$3,200.00
TWO 45 CO 25 - SR 60 W. Brandon Blvd ETR27 (344323-)	\$292,100.00	\$11,000.00	\$281,100.00	\$0.00	\$700.00
TWO 40 CO 28 - CR 562A @ Southbound I-75 Off Ramp - ETR27 (344624-)	\$303,500.00	\$14,000.00	\$289,500.00	\$0.00	\$289,500.00
ETR26 I-75 at MLK DB. JV Self Performed w/Prince (346921-)	\$5,895,000.00	\$125,700.00	\$5,769,300.00	\$0.00	\$2,022,900.00
E7001 SR 50 FPN 442835-1-52-01 Hemando (348221-)	\$5,895,500.00	\$98,400.00	\$5,797,100.00	\$0.00	\$2,263,100.00
ETR39 SR 60 WB Design Build - Cone And Graham (361623-)	\$6,248,600.00	\$24,100.00	\$6,224,500.00	\$0.00	\$5,155,900.00
Repair Voids DUC Ramp F1355 (363223-)	\$893,400.00	\$230,200.00	\$663,200.00	\$0.00	\$7,400.00
T7507 - SR 93 (I-275) - Pinellas (364423-)	\$1,048,500.00	\$71,200.00	\$977,300.00	\$0.00	\$977,300.00
Mansfield Ave-Pasc o IFB-SN-22-156 (TCP) (367524-)	\$157,100.00	\$7,600.00	\$149,500.00	\$0.00	\$149,500.00
E8T81-CENTRAL POLK PARKWAY - (SR 570 TO SR 35) (407323-)	\$26,991,200.00	\$524,000.00	\$26,467,300.00	\$0.00	\$25,579,000.00
T1876 - SR 544 (HAVENDALE BLVD) AT US 17 (409124-)	\$835,700.00	\$128,500.00	\$707,300.00	\$0.00	\$667,600.00
Government Total			\$119,383,200.00		\$50,731,000.00
Combined Government Total:					\$170,114,200.00
Total Private Work:					\$2,135,600.00
Total Status of Contracts On Hand:					\$172,249,800.00

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.

BID No. 2024-07 **ATTACHMENT A**
NO LOBBYING ACKNOWLEDGEMENT

Christie Alvaro is the authorized representative of
Ajax Paving Industries of Florida, LLC

(Name of contractor, firm or individual)

vendor to the subject solicitation issued by Hendry County. The vendor and any of its agents agrees to abide by the Hendry County no lobbying restrictions in regard to this solicitation.

July 2, 2024
Date


Christie Alvaro, Director of Estimating
Signature



**ATTACHMENT B
ANTI-COLLUSION & NO GIFTS AFFIDAVIT**

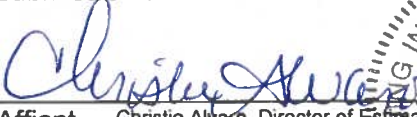
BID No. 2024-07

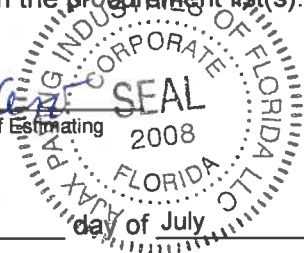
STATE OF FLORIDA
COUNTY OF Sarasota

Christie Alvaro being first duly sworn, deposes and says that he/she is the authorized representative of Ajax Paving Industries of Florida, LLC (name of respondent) and certifies as true the following statements.

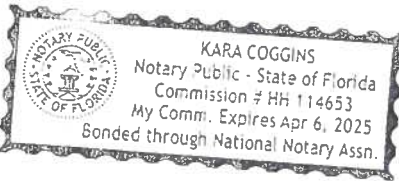
Anti-collusion statement: The respondent has not divulged to, discussed, or compared his/her/its submission with other respondents and has not colluded with any other respondent or party to the solicitation whatsoever.


No gifts statement: The respondent understands that no rebates, gifts, gratuities or offers of employment are permitted with, prior to, or after the submission. Any such violation will result in rejection of the submission and removal from the program list(s).


Affiant Christie Alvaro, Director of Estimating



Sworn to (or affirmed) and subscribed before me this 2nd day of July, 2024, by Christie Alvaro.

(stamp) 


Signature of Notary Public
State of Florida

Personally Known OR Produced Identification

Type of Identification Produced n/a - (personally known)

ATTACHMENT C
BID No. 2024-07 PUBLIC ENTITY CRIME AFFIDAVIT

Public Entity Crime Affidavit: As provided in Florida Statute 287.133(2)(a), a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

SWORN STATEMENT PURSUANT TO FLORIDA STATUTE 287.133 ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to HENDRY COUNTY, FLORIDA

by: Christie Alvaro, Director of Estimating

(print individual's name and title)

for: Ajax Paving Industries of Florida, LLC

(print name of entity submitting sworn statement) whose business address is:

One Ajax Drive, North Venice FL 34275

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

A. A predecessor or successor of a person convicted of a public entity crime; or

B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the Final Order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY

PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Christie Alvaro
Affiant Christie Alvaro, Director of Estimating



STATE OF FLORIDA
COUNTY OF Sarasota

Sworn to (or affirmed) and subscribed before me this 7th day of July, 2024, by Christie Alvaro, Director of Estimating.



Kara Coggins

Signature of Notary Public

State of Florida

(stamp)

Personally Known OR Produced Identification

Type of Identification Produced n/a - (personally known)

ATTACHMENT D

BID No. 2024-07 CONFLICT OF INTEREST DISCLOSURE AFFIDAVIT

STATE OF FLORIDA
COUNTY OF Sarasota

Christie Alvaro being first duly sworn, deposes and says that he/she
is the authorized representative of Ajax Paving Industries of Florida, LLC
(Name of contractor, firm or individual)


and certifies as true the following statements:

For purposes of determining any possible conflict of interest, all respondents must disclose if any Hendry County Board of County Commissioners' employee(s), elected official(s), or any of its agents is also an owner (5% or greater interest), corporate officer, director, employee, agent, etc., of their business.

Indicate either "yes" (a county employee, elected official or agent is associated with your business) or "no". If yes, give person(s) name(s) and position(s) with your business.

YES _____
Name(s)

NO
Position(s)

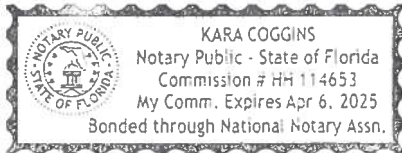
Christie Alvaro
Christie Alvaro, Director of Estimating
Affiant


Sworn to (or affirmed) and subscribed before me this 7th day of July,
2024, by Christie Alvaro

Kara Coggins
Signature of Notary Public

State of Florida

(stamp)



**ATTACHMENT E
IMMIGRATION LAW AFFIDAVIT**

BID No. 2024-07

Hendry County will not intentionally award County contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 a(e) (Section 274a(e) of the Immigration and Nationality Act ("INA").

Hendry County may consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of the contract by Hendry County.

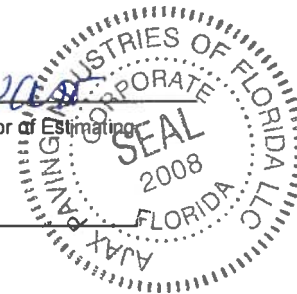
Christie Alvaro _____ being first duly sworn, deposes and says that he/she is the authorized representative of Ajax Paving Industries of Florida, LLC
(Name of contractor, firm or individual)

and certifies as true that this business is fully compliant with all applicable immigration laws, specifically relating to the INA and subsequent amendments.

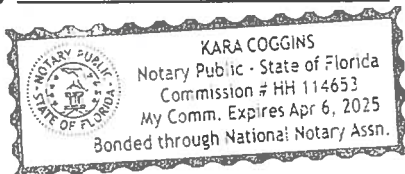
STATE OF FLORIDA
COUNTY OF Sarasota

Christie Alvaro
Christie Alvaro, Director of Estimating

Affiant



Sworn to (or affirmed) and subscribed before me this 2nd day of July
2024, by Christie Alvaro



(stamp)

Kara Coggins

Signature of Notary Public

State of Florida

Personally Known OR Produced Identification _____

Type of Identification Produced n/a - (personally known)

**ATTACHMENT F
 BID No. 2024-07 DRUG-FREE WORKPLACE AFFIDAVIT**

THE BELOW SIGNED respondent CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the work place and specifying the actions that will be taken against employees for violation 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 associated with this project 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 associated with this project, the employee will abide by the terms of the statement and will notify the employer of any conviction or plea of guilty or nolo contendere to any violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

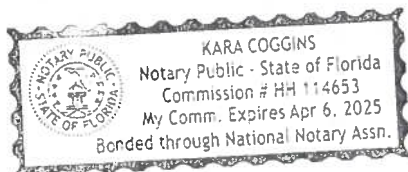
As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.


 Affiant Christie Alvaro, Director of Estimating

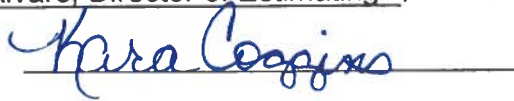


STATE OF FLORIDA
 COUNTY OF Sarasota

Sworn to (or affirmed) and subscribed before me this 2nd day of July, 2024, by Christie Alvaro, Director of Estimating.



(stamp)


 Signature of Notary Public

State of Florida

Personally Known OR Produced Identification

Type of Identification Produced n/a - (personally known)

BID No. 2024-07

**ATTACHMENT G
EXCEPTIONS TO SOLICITATION**

Each respondent may submit this form, as necessary, to sufficiently list all exceptions and variations from specifications. Please list, as shown, by page and item, if respondent is unable to supply the specified item or chooses to provide the specified item in an alternative manner. The County shall be the sole judge of a proposed substitution equivalency.

Specification

Page

Item

Not Available/Explanation

N/A

BID No. 2024-07

ATTACHMENT H
AFFIDAVIT CONCERNING BOYCOTTS OF ISRAEL

As provided in Florida Statute 287.135, a company that, at the time of bidding on, submitting a proposal for, or entering into or renewing a contract with the County for goods or services, is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statute 215.4725, or is engaged in a boycott of Israel, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with the County.

SWORN STATEMENT PURSUANT TO FLORIDA STATUTE 287.135(5)

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

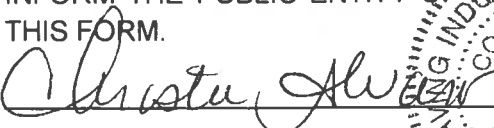
1. This sworn statement is submitted to HENDRY COUNTY, FLORIDA
by: Christie Alvaro, Director of Estimating
(print individual's name and title)
for: Ajax Paving Industries of Florida, LLC
(print name of entity submitting sworn statement)
whose business address is: One Ajax Drive, North Venice FL 34275

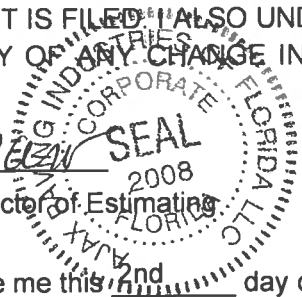
2. I understand that a company that, at the time of bidding on, submitting a proposal for, or entering into or renewing a contract with the County for goods or services, is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statute 215.4725, or is engaged in a boycott of Israel, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with the County.

3. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

- The entity is **not** participating in a boycott of Israel.
- The entity is participating in a boycott of Israel.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.


Signature Christie Alvaro, Director of Estimating



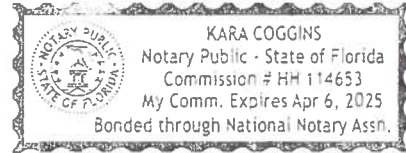
Sworn to and subscribed before me this 7th day of July, 2024.

Personally known OR Type of Identification Produced: n/a - (personally known)

Kara Coggins

Notary Public – State of Florida

My Commission Expires: _____



SEAL OR STAMP

Bid No. 2024-07

**ATTACHMENT I
IDEMNIFICATION CONTRACT CLAUSE ACKNOWLEDGEMENT**

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers or the like. The CONTRACTOR agrees to indemnify, defend and hold the COUNTY harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONSTRUCTION, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement.

July 2, 2024

Date


Signature

Christie Alvaro, Director of Estimating





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



HORAN, MICHAEL ALAN

AJAX PAYING INDUSTRIES OF FLORIDA LLC

ONE AJAX DRIVE

NORTH VENICE FL 34275

LICENSE NUMBER: CGC1516738

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/05/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO. HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

HORAN, MICHAEL ALAN
AJAX PAYING INDUSTRIES OF FLORIDA LLC
ONE AJAX DRIVE
NORTH VENICE FL 34275

LICENSE NUMBER: CUC1224679

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/05/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



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.	<p>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</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>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.</p> <p> <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) ▶ </p> <p>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> </p>	
	<p>5 Address (number, street, and apt. or suite no.) See instructions. One Ajax Drive</p> <p>6 City, state, and ZIP code North Venice, FL 34275</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

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												
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> </tr> </table>												
or												
Employer identification number												
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25px; height: 25px; text-align: center;">2</td> <td style="width: 25px; height: 25px; text-align: center;">6</td> <td style="width: 25px; height: 25px; text-align: center;">-</td> <td style="width: 25px; height: 25px; text-align: center;">1</td> <td style="width: 25px; height: 25px; text-align: center;">8</td> <td style="width: 25px; height: 25px; text-align: center;">7</td> <td style="width: 25px; height: 25px; text-align: center;">1</td> <td style="width: 25px; height: 25px; text-align: center;">9</td> <td style="width: 25px; height: 25px; text-align: center;">6</td> <td style="width: 25px; height: 25px; text-align: center;">6</td> </tr> </table>	2	6	-	1	8	7	1	9	6	6		
2	6	-	1	8	7	1	9	6	6			

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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>1-10-2024</u>
------------------	--------------------------	-------------------------

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-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.



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

May 13, 2024

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 **6/30/2025**.

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

February 6, 2024

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
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
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
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 6th day of February, 2024



By: Renee C. Llewellyn
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.

CORPORATE SUBSTANCE ABUSE PROGRAM

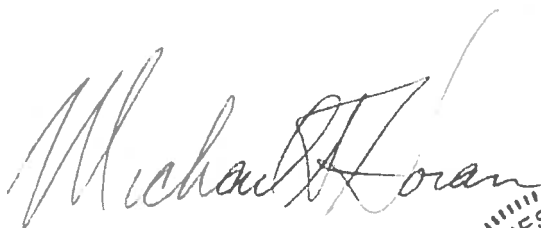
STATEMENT OF POLICY

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





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/16/2024

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: Debbie Rossi PHONE (A/C, No, Ext): (248) 519-1306 E-MAIL ADDRESS: drossi@ghbh.com		FAX (A/C, No): (248) 519-1401
	INSURER(S) AFFORDING COVERAGE		
INSURED Ajax Paving Industries of Florida, LLC One Ajax Drive North Venice FL 34275	INSURER A: American Contractors Insurance Co	NAIC # A	12300
	INSURER B: ACIG Insurance Company	NAIC # A	19984
	INSURER C: Continental Insurance Company	NAIC # A	35289
	INSURER D: Travelers Prop Casualty Co.	NAIC # A+XV	25674
	INSURER E: National Fire Ins Co of Hartford	NAIC # AXV	20478
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 24-25 Kara

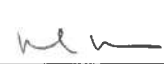
REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			GL24A00094	6/1/2024	6/1/2025	EACH OCCURRENCE \$ 10,000,000
A	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			GL24B00094 (GL Excess)	6/1/2024	6/1/2025	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
A	<input checked="" type="checkbox"/> XCU Coverage Included						MED EXP (Any one person) \$ 5,000
A	<input checked="" type="checkbox"/> Contractual Liability			GL24C00094 (GL Excess)	6/1/2024	6/1/2025	PERSONAL & ADV INJURY \$ 10,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 10,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 10,000,000
	OTHER:						\$
E	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000
	<input checked="" type="checkbox"/> ANY AUTO			BUA7015117321	6/1/2024	6/1/2025	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			7014990214	6/1/2024	6/1/2025	EACH OCCURRENCE \$ 10,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 10,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			WCA000030724	6/1/2024	6/1/2025	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Inland Marine			QT 630- 4W330426-TXS-24	6/1/2024	6/1/2025	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/DROSSI 

© 1988-2014 ACORD CORPORATION. All rights reserved.

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



Employment Eligibility Verification

Welcome
Ingrid Delaney

User ID

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

Log Out



Click any for help

- Home
- My Cases
- New Case
- View Cases
- Search Cases
- My Profile
- Edit Profile
- Change Password
- Change Security Questions
- My Company
- Edit Company Profile
- Add New User
- View Existing Users
- Close Company Account
- My Reports
- View Reports
- My Resources
- View Essential Resources
- Take Tutorial
- View User Manual
- Share Ideas
- Contact Us

Company Information

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: 281871988

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](#)



State of Florida

Department of State

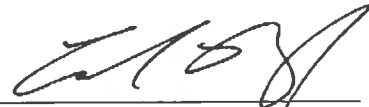
I certify from the records of this office that AJAX PAVING INDUSTRIES OF FLORIDA LLC is a limited liability company organized under the laws of the State of Florida, filed on January 30, 2008, effective July 16, 1981.

The document number of this limited liability company is L08000010565.

I further certify that said limited liability company has paid all fees due this office through December 31, 2023, that its most recent annual report was filed on January 4, 2023, and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Eighteenth day of December,
2023*




Secretary of State

Tracking Number: 2329518828CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by FEI/EIN Number](#) /

Detail by FEI/EIN Number

Florida Limited Liability Company
AJAX PAVING INDUSTRIES OF FLORIDA LLC

Filing Information

Document Number	L08000010565
FEI/EIN Number	26-1871966
Date Filed	01/30/2008
Effective Date	07/16/1981
State	FL
Status	ACTIVE
Last Event	LC STMNT OF RA/RO CHG
Event Date Filed	06/19/2018
Event Effective Date	NONE

Principal Address

ONE AJAX DRIVE
NORTH VENICE, FL 34275

Changed: 01/24/2019

Mailing Address

ONE AJAX DRIVE
NORTH VENICE, FL 34275

Changed: 08/06/2015

Registered Agent Name & Address

HACKETT II, JACK O.
FARR LAW FIRM
99 NESBIT STREET
PUNTA GORDA, FL 33950

Name Changed: 01/24/2021

Address Changed: 01/24/2021

Authorized Person(s) Detail

Name & Address

Title MANAGER

JACOB, JAMES A

ONE AJAX DRIVE
NORTH VENICE, FL 34275

Title MANAGER/CEO

HORAN, MICHAEL A
ONE AJAX DRIVE
NORTH VENICE, FL 34275

Title PRESIDENT

HAFELI, VINCE
ONE AJAX DRIVE
NORTH VENICE, FL 34275

Title DIRECTOR OF FINANCE

FULMER, RYAN
ONE AJAX DRIVE
NORTH VENICE, FL 34275

Title VICE PRESIDENT

PITTMAN, SCOTT
ONE AJAX DRIVE
NORTH VENICE, FL 34275

Title FLEET MANAGER

MAITLAND, DAN
ONE AJAX DRIVE
NORTH VENICE, FL 34275

Annual Reports

Report Year	Filed Date
2020	04/29/2020
2020	05/06/2020
2021	01/24/2021

Document Images

01/24/2021 -- ANNUAL REPORT	View image in PDF format
05/06/2020 -- AMENDED ANNUAL REPORT	View image in PDF format
04/29/2020 -- ANNUAL REPORT	View image in PDF format
12/12/2019 -- AMENDED ANNUAL REPORT	View image in PDF format
09/30/2019 -- AMENDED ANNUAL REPORT	View image in PDF format
01/24/2019 -- ANNUAL REPORT	View image in PDF format
06/19/2018 -- CORLCRACHG	View image in PDF format
01/18/2018 -- ANNUAL REPORT	View image in PDF format
01/19/2017 -- ANNUAL REPORT	View image in PDF format
02/01/2016 -- ANNUAL REPORT	View image in PDF format
08/06/2015 -- AMENDED ANNUAL REPORT	View image in PDF format

[04/08/2015 -- ANNUAL REPORT](#)

[View image in PDF format](#)

[12/29/2014 -- Merger](#)

[View image in PDF format](#)

[01/10/2014 -- ANNUAL REPORT](#)

[View image in PDF format](#)

[01/25/2013 -- ANNUAL REPORT](#)

[View image in PDF format](#)

[01/16/2012 -- ANNUAL REPORT](#)

[View image in PDF format](#)

[01/04/2011 -- ANNUAL REPORT](#)

[View image in PDF format](#)

[01/07/2010 -- ANNUAL REPORT](#)

[View image in PDF format](#)

[01/22/2009 -- ANNUAL REPORT](#)

[View image in PDF format](#)

[01/30/2008 -- Florida Limited Liability](#)

[View image in PDF format](#)



AJAX PAVING INDUSTRIES OF FLORIDA LLC

Unique Entity ID XHFAM55Z66J5	CAGE / NCAGE 1E7E3	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Jan 10, 2025	
Physical Address 1 Ajax DR North Venice, Florida 34275-3505 United States	Mailing Address One Ajax DR North Venice, Florida 34275-3505 United States	



Ajax Paving Industries of Florida, LLC

OFFICES

NORTH VENICE OFFICE

One Ajax Drive
North Venice, FL 34275
941.486.3600
941.486.3500 Fax

FORT MYERS OFFICE

13350 Rickenbacker Pkwy
Fort Myers, FL 33913
239.936.9444
239.936.9445 Fax

TEMPLE TERRACE OFFICE

7860 Professional Place
Temple Terrace, FL 33637
813.769.1990
813.769.1991 Fax

LAKE WALES OFFICE

24174 Highway 27, Unit #300
Lake Wales, FL 33859

ASPHALT PLANTS & AJAX MATERIALS

NORTH VENICE PLANT 1

One Ajax Dr
North Venice, FL 34275
941.486.3420 Tower
941.486.8771 Fax

ODESSA PLANT 5

11603 S.R. 54
Odessa, FL 33556
727.375.5780 Tower
727.375.5750

PUNTA GORDA PLANT 2

40851 Cook Brown Road
Punta Gorda, FL 33982
239.543.4544 Tower
239.543.1105 Fax

TAMPA PLANT 6

6050 Jensen Road
Tampa, FL 33619
813.574.8331 Tower
813.574.8334 Fax

PORT MANATEE PLANT 3

12165 U.S. 41 North
Palmetto, FL 34221
941.845.1138 Tower
941.721.3155 Fax

LARGO PLANT 7

1550 Starkey Road
Largo, FL 33771
727.499.2168 Tower
727.499.2169 Fax

FORT MYERS PLANT 4

7121 Pennsylvania Street
Fort Myers, FL 33912
239.489.3320 Tower
239.489.9973 Fax

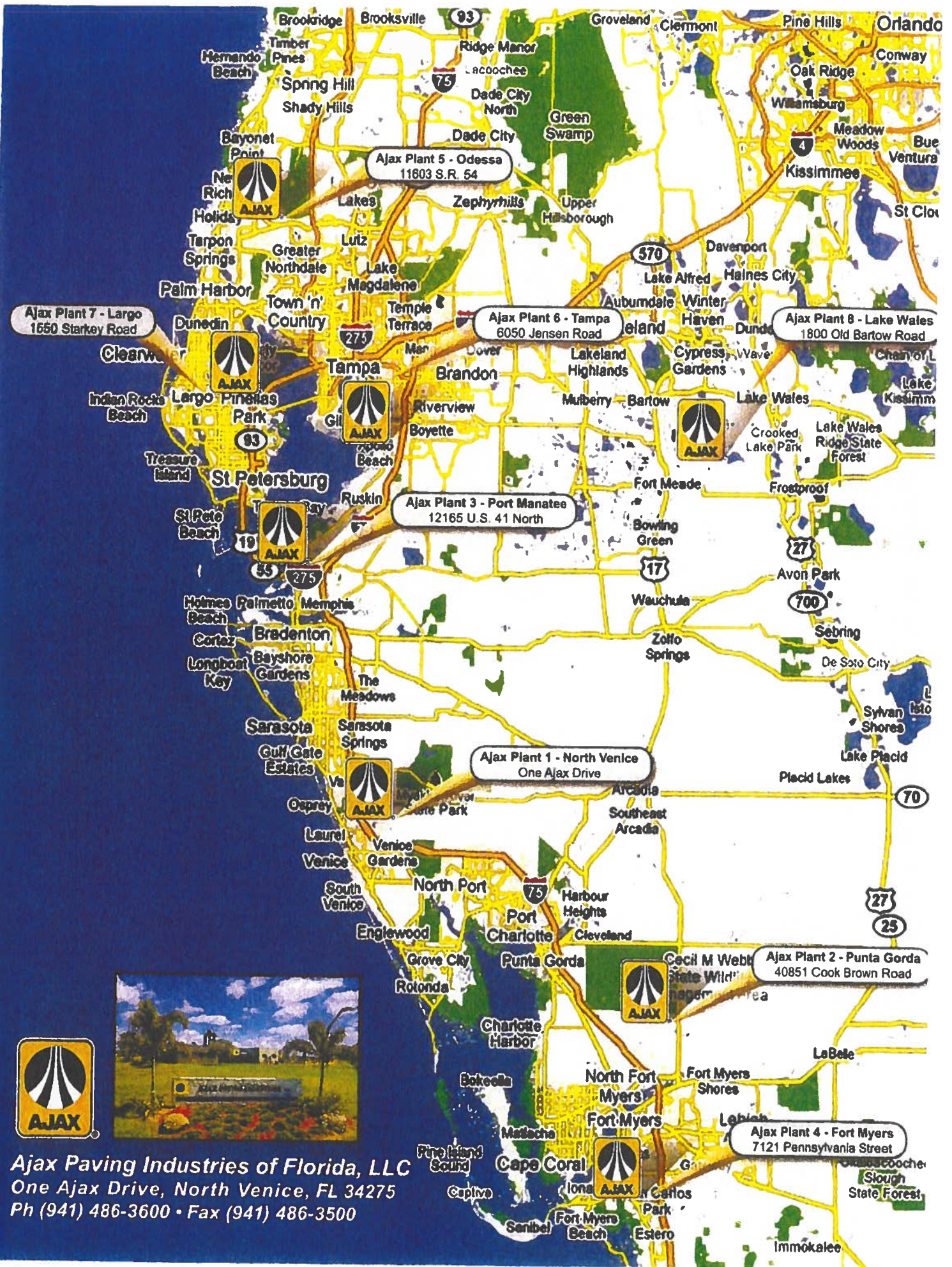
LAKE WALES PLANT 8

1800 Old Bartow Road
Lake Wales, FL 33859

AJAX MATERIALS

500 Gene Green Road
Nokomis, FL 34275
941.485.5301 Office
941.485.5264 Fax

www.ajaxpaving.com



Ajax Paving Industries of Florida, LLC
 One Ajax Drive, North Venice, FL 34275
 Ph (941) 486-3600 • Fax (941) 486-3500