

CONTRACT

THIS CONTRACT is made and entered into this _____ day of _____, 2019, by and between the City of Venice, Florida, hereinafter referred to as the City, and Ajax Paving Industries of Florida, LLC, hereinafter referred to as the Contractor.

WITNESSETH:

THAT FOR and in consideration of the mutual covenants and obligations hereafter set forth, the parties hereto agree as follows:

(1) The Contract Documents consist of this Contract, Performance and Payment Bonds attached hereto as composite Exhibit A and, the City's Invitation to Bid (ITB) # **3098-19 Construct VNC Taxiway D Extension**, including: standard general conditions, supplemental conditions, special conditions, technical specifications, drawings, Contractor's bid proposal for **ITB 3098-19**, all of which are incorporated herein by reference. All of the Contract Documents are made a part of this Contract.

(2) The Contractor shall perform all the work required by the Contract Documents and shall include installation of the listed items per the bid specifications.

(3) The work to be performed under this Contract shall be completed within **one hundred fifty five (155)** days of the issuance of the Notice to Proceed by the City.

(4) The City shall pay the Contractor for the performance of the work, in accordance with Exhibit B, subject to the terms and conditions of the Contract Documents and any written change orders, the contract sum not to exceed: **One Million, Nine Hundred Ninety Four Thousand, Four Hundred Sixty Seven Dollars & 38/100s (\$1,994,467.38)**.

(5) Time is of the essence in this contract. In the event that the work is not completed within the required time as specified on Page BF-6 of the ITB and as set forth herein, then from the compensation otherwise to be paid to the Contractor, the City may retain the sum of:

CONTRACT DAYS AND SCHEDULE OF LIQUIDATED DAMAGES		
<u>Work Item</u>	<u>Calendar Days</u>	<u>Liquidated Damages</u>
Phase 1 (Mobilization)	30	N/A
Phase 2	45	\$1,000/day
Phase 3	11	\$1,000/day
Phase 4	60	N/A (concurrent)
Phase 5	4	\$1,000/day
Phase 6	30	\$1,000/day
Phase 7	5	\$1,000/day
Substantial Completion	30	\$1,000/day
Final Completion	155	\$1,000/day

which sum shall represent the actual damage which the City will have sustained per day by failure of the Contractor to complete the work within the required time, said sum not being a penalty but being the stipulated damages the City will have sustained in the event of such default by the Contractor.

(6) In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, sex, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post hereafter in conspicuous places, available for employees or applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause. The Contractor further agrees to insert the foregoing provisions in all contracts hereunder, including contracts or agreements with labor unions and/or workers' representatives, except subcontracts for standard commercial supplies or raw materials.

(7) Contractor must secure and maintain any and all permits and licenses required to complete the work under this Contract, unless the Contract Documents provide otherwise.

(8) Throughout the term of this Contract the Contractor must maintain insurance in at least the amounts and coverage required as shown in Exhibit C. The Contractor must provide a Certificate of Insurance to the City evidencing such coverage prior to issuance of the Notice to Proceed by the City.

(9) Contractor agrees to comply with Florida's public records law by keeping and maintaining public records that ordinarily and necessarily would be required by the public agency in order to perform the services of this contract; upon the request of the City's Custodian of Public Records, by providing the City with copies of or access to public records on the same terms and conditions that City would provide the records and at a cost that does not exceed the cost provided by Florida law; by ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed excepts as authorized by law for the duration of the term of the Contract and following completion of the Contract if the Contractor does not transfer the records to the City; and upon completion of the Contract by transferring, at no cost, to City all public records in possession of Contractor or by keeping and maintaining all public records required by the City to perform the services . If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS LORI STELZER, MMC, CITY CLERK, AT 401 W. VENICE AVENUE, VENICE, FLORIDA 34285, (941) 882-7390, LSTELZER@VENICEGOV.COM.

(10) Contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the City from all suits, actions, or claims of any kind brought on account of any injuries or damages received or sustained b any person or property by or from the Contractor or in consequence of any neglect in safeguarding the work; or by the use of any unacceptable materials related to the work; or on account of any act or omission, neglect or misconduct of the Contractor; or on account of any claim or amounts received under the "Workers' Compensation Law" or any other laws or ordinances, except only such injury or damage as shall have been caused by the negligence of the City. The first ten dollars (\$10.00) of compensation received by the Contractor represents specific consideration for this indemnification obligation.

(11) Contractor shall be responsible for compliance with the requirements under Chapter 556, Florida Statutes, the "Underground Facility Damage Prevention and Safety Act." Contractor's obligations to defend, indemnify, and hold harmless the City, as provided for under Section 10 of this Contract, shall specifically apply to any violations alleged against the City under the Underground Facility Damage Prevention and Safety Act related to the performance of the work under this Contract. Contractor acknowledges that included in the various items of the proposal and in the total bid price, are costs for complying with the Florida Trench Safety Act (90-96 Laws of Florida) effective October 1, 1990.

(12) Termination. This Contract may be terminated by the City without cause, by giving thirty (30) days prior written notice to contractor of the intention to cancel. or with cause at any time contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of contractor to comply with any of the provisions of this agreement shall be considered a material breach of contract and shall be cause for immediate termination of the agreement at the discretion of the city. This Contract may be terminated by the Contractor only by mutual consent of both parties. If this Contract is terminated before performance is completed, the Contractor shall be paid only for that work satisfactorily performed for which costs can be substantiated.

(13) The laws of the State of Florida shall govern all provisions of this Contract. Venue for any dispute shall be Sarasota County, Florida. If any court proceeding or other action occurs between the parties as a result of this Contract or any other document or act required by this Contract, the prevailing party shall be entitled to recover attorney's fees and all court costs, including attorney's fees and court costs incurred in any pre-trial, trial, appellate, and/or bankruptcy proceedings, as well as, attorney's fees and costs incurred in determining entitlement to and reasonableness of fees and costs.

(14) This Contract and the Contract Documents constitute the entire agreement of the parties and may not be changed or modified, except by a written document signed by both parties hereto. This Contract shall be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF, the parties to the agreement have hereunto set their hands and seals and have executed this agreement, the day and year first above written.

(SEAL)

ATTEST: CITY OF VENICE
IN SARASOTA COUNTY, FLORIDA

CITY CLERK

BY: _____
MAYOR JOHN HOLIC

ATTEST: AJAX PAVING INDUSTRIES OF FLORIDA LLC

Christie Alvaro
Christie Alvaro, Asst. Corp Secretary
Signed by (typed or printed)

BY: *Andy DeCraene*
Andy DeCraene, Vice-President
Signed by (typed or printed)



Approved as to Form and Correctness

Kelly Fernandez, City Attorney

EXHIBIT A

SURETY BONDS

At the time of executing the Contract Documents, the successful proposer shall append to this sheet separate performance and payment bonds each equal to one-hundred percent (100%) of the Contract amount. Said bonds become an integral part of these Contract Documents and shall meet the following requirements:

1. Surety bonds submitted shall be written by a surety company that is approved by the City Finance Director and authorized to do business in the State of Florida, shall be accompanied by evidence of the authority of the issuing agent, and shall be on a form to be approved by the City Attorney. No bond in an amount greater than \$5,000 required by the City Charter, the Ordinances of The City of Venice, or the laws of the State of Florida shall be approved by the City Finance Director unless the surety company executing the bond is listed by the United States Treasury Department as being approved for writing bonds for Federal projects and its current list in an amount not less than the amount of the bond tendered to The City of Venice.

2. Both the separate payment and performance bonds shall be in the general form of AIA documents A311. Additionally, the payment bond shall state as follows:

“This bond is issued in compliance with Section 255.05, Florida Statutes (1994 Supp.), as may be amended. A claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for his labor, materials, or supplies shall, within 45 days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish the Contractor with a notice, that he intends to look to the bond for protection. A claimant who is not in privity with the Contractor and who has not received payment for his labor, materials, or supplies shall, within 90 days after performance of the labor or after complete delivery of the materials or supplies, or with respect to rental equipment, within 90 days after the date that the rental equipment was last on the job site available for use, deliver to the Contractor and to the surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. No action for the labor, materials, or supplies may be instituted against the Contractor or the surety unless both notices have been given. No action shall be instituted against the Contractor or the surety on the payment bond or the payment provisions of a combined payment and performance bond after 1 year from the performance of the labor or completion of delivery of the materials or supplies. A claimant may not waive in advance his right to bring an action under the bond against the surety. In any action brought to enforce a claim against a payment bond under this section, the prevailing party is entitled to recover a reasonable fee for the services of his attorney for trial and appeal or for arbitration, in an amount to be determined by the court, which fee must be taxed as part of his costs, as allowed in equitable actions.”

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PAYMENT BOND

Bond #013130310

KNOW ALL MEN BY THESE PRESENTS:

THAT Ajax Paving Industries of Florida, LLC. as Principal, hereinafter called Contractor; and Liberty Mutual Insurance Company, a corporation of the State of Florida, as surety, hereinafter called Surety, are held and firmly bound unto the City of Venice as Obligee, hereinafter called the City, in the amount of (\$ *SEE BELOW /100's, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated the _____ day of _____, 20__, entered into a Contract with the City for the following described project: **ITB# 3098-19 Construct VNC Taxiway D Extension** which Contract is by reference incorporated herein and made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if Contractor shall promptly make payments to all persons supplying Contractor labor, materials and supplies, used directly or indirectly by the said Contractor or Subcontractors in the prosecution of the work provided for in said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

PROVIDED FURTHER, that this Bond is issued pursuant to Section 255.05, Florida Statutes, and reference is hereby made to the notice and time limitations in said statute for making claims against this Bond.

PROVIDED FURTHER, that any suit under this Bond must be instituted before the expiration of one (1) year from the performance of the labor or completion of delivery of the materials or supplies.

PROVIDED FURTHER, no right of action shall accrue on this Bond to or for the use of any person or corporation other than the City named herein and those persons or corporations provided for by Section 255.05, Florida Statutes, their heirs, executors, administrators, successors or assigns.

*One Million Nine Hundred Ninety-four Thousand Four Hundred Sixty-seven and 38/100----Dollars
(\$1,994,467.38)

SIGNED AND SEALED this 29th day of August, A.D., 2019.

IN THE PRESENCE OF:



AJAX PAVING INDUSTRIES OF FLORIDA, LLC
CONTRACTOR


Daniel Sardella

BY: 
Andre DeCraene, Vice President



LIBERTY MUTUAL
INSURANCE COMPANY (SURETY)


BY: 
Agent and Attorney-in-Fact - Holly Nichols

PUBLIC WORKS PERFORMANCE BOND

Bond #013130310

KNOW ALL MEN BY THESE PRESENTS:

THAT Ajax Paving Industries of Florida, LLC., as Principal, hereinafter called Contractor; and Liberty Mutual Insurance Company, a corporation of the State of Florida, as surety, hereinafter called Surety, are held and firmly bound unto the City of Venice as Obligee, hereinafter called the City, in the amount of (\$ ~~1,994,467.38~~) & *SEE BELOW /100's, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated the _____ day of _____, 20____, entered into a Contract with the City of Venice for the following described project: **ITB# 3098-19 Construct VNC Taxiway D Extension** which Contract is by reference incorporated herein and made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Contractor shall promptly and faithfully perform the Contract during the original term thereof and any extensions thereof which may be granted by the City with or without notice to the Surety and during any guarantee or warranty period, including the obligation to correct any latent defects not discovered until after acceptance of the project by the City, and if he shall satisfy all claims and demands incurred under said Contract and shall fully indemnify and save harmless the City, its agents, Engineer and employees from all losses, damages, expenses, costs and Attorney's Fees, including appellate proceedings which it may suffer by reason of failure to do so, and shall reimburse and repay the City all outlay and expense which the City may incur in making good any default, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED FURTHER, whenever Contractor shall be, and declared by the City to be in default under the Contract, the City having performed its obligations thereunder, the Surety may promptly remedy the default or shall promptly:

(1) Complete the Contract in accordance with its terms and conditions; or

(2) Obtain a bid or bids for submission to the City for completing the Contract in accordance with its terms and conditions and upon determination by the City and Surety of the lowest responsible bidder, arrange for a Contract between such bidder and City and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion, less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price" as used in this paragraph, shall mean the total

*One Million Nine Hundred Ninety-four Thousand Four Hundred Sixty-seven and 38/100----Dollars
(\$1,994,467.38)

amount payable by the City to Contractor under the Contract and any amendments thereto, less the amount properly paid by the City to the Contractor.

PROVIDED FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Contract Documents accompanying the same shall in any waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Contract Documents.

PROVIDED FURTHER, any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due; except that, when the action involves a latent defect, suit must be instituted within four (4) years from the time the defect is discovered or should have been discovered with the exercise of due diligence.

PROVIDED FURTHER, no right of action shall accrue on this bond to or for the use of any person or corporation other than the City, its successors or assigns.

SIGNED AND SEALED this 29th day of August, AD., 2019.

IN THE PRESENCE OF:

CONTRACTOR - AJAX PAVING INDUSTRIES OF FLORIDA, LLC.



Daniel Sardella



BY:

Andre DeCraene, Vice President

LIBERTY MUTUAL
INSURANCE COMPANY (SURETY)



Agent and Attorney-in-Fact - Holly Nichols



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: 8198083-013068

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, Nicholas Ashburn; Anne Barick; Robert D. Heuer; Paul M. Hurley; Michael D. Lechner; Mark Madden; Richard S. McGregor; Holly Nichols; Jason Rogers

all of the city of Troy 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
County of MONTGOMERY ss

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

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



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
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 ___ day of ___.



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.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

EXHIBIT B

(Bid Form to be Supplied)

Bid Form
Taxiway 'D' Extension
Venice Municipal Airport, Venice FL

FAA AIP PROJECT No.: 3-12-0082-018-2019

FDOT FM No.: 431879-1-94-01

ITB Number: : 309819

Spec. No.	Item Description	Plan Quantity	Unit	Unit Price	Total Item Cost
C-100-1	Contractor Quality Control Plan	1	LS	\$27,144.69	\$27,144.69
C-102-1	Temporary Stormwater Pollution, Prevention, Erosion and Siltation Control	1	LS	\$33,613.47	\$33,613.47
C-105-1	Mobilization	1	LS	\$180,000.00	\$180,000.00
P-101-1	Bituminous Milling, 2" depth avg	210	SY	\$59.93	\$12,585.30
P-101-2	Marking Removal	1,460	SF	\$1.73	\$2,508.50
P-101-3	Concrete Pipe Removal	285	LF	\$26.06	\$7,427.10
P-101-4	Mitered End Section Removal	4	EA	\$449.70	\$1,798.80
P-101-5	Inlet Removal	2	EA	\$899.41	\$1,798.82
P-102-1	Safety, Security and Maintenance of Airfield Operations	1	LS	\$155,000.00	\$155,000.00
P-151-1	Topsoli Stripping - 3"	38,000	SY	\$2.40	\$91,200.00
P-152-1	Embankment in Place	4,000	CY	\$3.00	\$12,000.00
P-152-2	Embankment in Place (Offsite Borrow)	6,000	CY	\$35.72	\$214,320.00
P-152-3	Compacted Subgrade. LBR 20 min.	4,800	CY	\$11.91	\$54,766.00
P-152-4	Unsuitable Excavation	500	CY	\$10.95	\$5,475.00
P-211-1	Lime rock Base Course	2,900	CY	\$78.27	\$226,983.00
P-401-1	Bituminous Surface Course	2,900	TON	\$124.42	\$360,816.00
P-602-1	Bituminous Prime Coat	2,000	GAL	\$5.78	\$11,560.00

Bid Form
Taxiway 'D' Extension
Venice Municipal Airport, Venice FL

FAA AIP PROJECT No.: 3-12-0082-018-2019

FDOT FM No.: 431879-1-94-01

ITB Number: : 309819

Spec. No.	Item Description	Plan Quantity	Unit	Unit Price	Total Item Cost
P-603-1	Bituminous Tack Coat	1,300	GAL	\$5.78	\$7,514.00
P-620-1	White or Yellow Reflective Runway and Taxiway Marking (Temporary 30%)	2,500	SF	\$2.31	\$5,775.00
P-620-2	White or Yellow Reflective Runway and Taxiway Marking (Final 100%)	2,600	SF	\$4.62	\$11,550.00
P-620-3	Black non-reflective marking outlines	4,700	SF	\$2.66	\$12,502.00
D-701-1	12" Reinforced Concrete Pipe (Class V)	24	LF	\$251.97	\$6,047.28
D-701-2	23" x 14" Elliptical Reinforced Concrete Pipe (Class III)	72	LF	\$127.75	\$9,198.00
D-701-3	30" x 19" Elliptical Reinforced Concrete Pipe (Class IV)	328	LF	\$154.66	\$50,728.48
D-752-1	Concrete Mitered End Section	7	EA	\$2,756.26	\$19,293.82
D-752-2	Control Structure w/Concrete Apron	1	EA	\$29,512.19	\$29,512.19
D-752-3	Ditch Bottom Inlet, Type H (4 Grate)	1	EA	\$9,711.22	\$9,711.22
S-801-1	Sign/Marker Relocation	3	EA	\$2,887.73	\$8,663.19
T-901-1	Seeding	4.5	AC	\$2,177.06	\$9,796.77
T-904-1	Sodding	11,000	SY	\$2.61	\$28,710.00
L-108-5.1	Hand excavate minimum 8" Wide x 28" Deep in earth.	100	LF	\$40.95	\$4,095.00
L-108-5.2	Saw cut and hand excavate minimum 8" Wide x 28" Deep in existing full strength pavement.	100	LF	\$93.61	\$9,361.00
L-108-5.3	3/4" x 20' ground rods connected to counterpoise.	32	EA	\$222.32	\$7,114.24
L-108-5.4	10' additional ground rod sections.	25	EA	\$76.06	\$1,901.50

Bid Form
Taxiway 'D' Extension
Venice Municipal Airport, Venice FL

FAA AIP PROJECT No.: 3-12-0082-018-2019

FDOT FM No.: 431879-1-94-01

ITB Number: : 309819

Spec. No.	Item Description	Plan Quantity	Unit	Unit Price	Total Item Cost
L-108-5.6	#8 bare solid AWG counterpoise conductor installed over conduit system.	8300	LF	\$1.93	\$16,019.00
L-108-5.6	#8, 5KV, L-824 conductor installed in new and existing conduit/ductbank/manhole system.	13600	LF	\$1.76	\$23,760.00
L-110-5.1	One 2" schedule 40 PVC conduit direct buried in earth complete in place.	7500	LF	\$2.93	\$21,975.00
L-110-5.2	One 2" schedule 40 PVC conduit installed in new full strength pavement complete in place.	1000	LF	\$52.65	\$52,650.00
L-110-5.3	One 2" schedule 40 PVC conduit installed in existing full strength pavement complete in place.	50	LF	\$76.06	\$3,803.00
L-110-5.4	One 2" schedule 40 PVC directional bored complete in place.	1900	LF	\$23.40	\$44,460.00
L-110-5.5	Intercept existing conduit system and connect to new conduit system.	16	EA	\$128.71	\$2,059.36
L-110-5.6	One 4" schedule 40 PVC concrete encased split duct in earth	26	LF	\$40.95	\$1,023.75
L-110-5.7	Hand excavate and concrete encase existing 1W2" conduit, complete	250	LF	\$87.76	\$21,940.00
L-115-5.1	L-867 16" diameter 2 can bottomless junction can plaza installed in earth	3	EA	\$2,375.32	\$7,125.96
L-115-5.2	L-867 16" diameter 3 can bottomless junction can plaza installed in earth	4	EA	\$3,568.83	\$14,275.32
L-125-5.1	New L-861T(L), LED taxiway elevated edge light and base can installed in earth	54	EA	\$1,146.71	\$61,922.34
L-125-5.2	Intercept existing circuit conductors in existing base can/ manhole /junction can and extend circuits accordingly.	46	EA	\$292.53	\$13,456.38
L-125-5.3	Identification of cables, ductbanks and lighting fixtures per FAA specifications	1	LS	\$2,925.27	\$2,925.27
L-125-5.4	Intercept existing light base can/JCP in earth and connect to new conduit system.	26	EA	\$362.73	\$9,068.25
L-125-5.5	Removal of existing junction can/light base can in earth, complete	23	EA	\$175.52	\$4,036.96
L-126-5.1	New L-858(L), LED, size 2, 3-4 character guidance sign and concrete base in earth, complete	7	EA	\$5,183.58	\$36,285.06

Bid Form
Taxiway 'D' Extension
Venice Municipal Airport, Venice FL

FAA AIP PROJECT No.: 3-12-0082-018-2019

FDOT FM No.: 431879-1-94-01

ITB Number : 309819

Spec. No.	Item Description	Plan Quantity	Unit	Unit Price	Total Item Cost
L-126-5.2	New L-858(L), LED, size 2, 7-8 character guidance sign and concrete base in earth, complete	1	EA	\$6,371.25	\$6,371.25
L-126-5.3	Relocate existing size 2, 2 guidance sign, install allowance account sign panels, with new concrete base in earth, complete	2	EA	\$2,223.21	\$4,446.42
L-126-5.4	Relocate existing size 2, 3 guidance sign, install allowance account sign panels, with new concrete base in earth, complete	3	EA	\$2,457.23	\$7,371.69
L-126-5.5	Allowance Account for new ADB Sign panels	1	AL	\$9,000.00	\$9,000.00

TOTAL BID AMOUNT:

\$1,994,467.38

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EXHIBIT C

INSURANCE REQUIREMENTS

Before performing any work, the Contractor shall procure and maintain, during the life of the Contract, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best and Company rating of no less than A:VII. No changes are to be made to these specifications without prior written specific approval by the City.

1. The City of Venice is to be specifically included as an **ADDITIONAL INSURED**.
2. The City of Venice shall be named as Certificate Holder. ***Please Note that the Certificate Holder should read as follows:***

The City of Venice
401 W. Venice Avenue
Venice, FL 34285

No City Division, Department, or individual name should appear on the certificate.

NO OTHER FORMAT WILL BE ACCEPTABLE.

3. The “Acord” certification of insurance form shall be used.
4. Required Coverage
 - a) **Commercial General Liability:** including but not limited to bodily injury, property damage, contractual liability, products and completed operations, and personal injury with limits of not less than \$ 1,000,000 per occurrence, \$ 1,000,000 aggregate covering all work performed under this Contract. Include broad form property damage (provide insurance for damage to property under the care custody and control of the contractor)
 - b) **Business Auto Policy:** including bodily injury and property damage for all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000 combined single limit covering all work performed under this Contract.
 - c) **Workers Compensation:** Contractor will provide Workers Compensation Insurance on behalf of all employees, including sub-contractors, who are to provide a service under this Contract, as required under Florida Law, Chapter 440, and Employers Liability with limits of not less than \$100,000 per employee per accident; \$500,000 disease aggregate; and \$100,000 per employee per disease.

5. Policy Form:

- a) All policies required by this Contract, with the exception of Workers Compensation, or unless specific approval is given by the City, are to be written on an occurrence basis, shall name the City of Venice, its Elected Officials, Officers, Agents, Employees as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Workers Compensation, shall agree to waive all rights of subrogation against the City of Venice, its Elected Officials, Officers, Agents, and Employees.
- b) Insurance requirements itemized in this Contract, and required of the Contractor, shall be provided on behalf of all subcontractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
- c) Each insurance policy required by this Contract shall:
 - (1) apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability;
 - (2) be endorsed to state that coverage shall not be suspended, voided or canceled by either party except after thirty (30) calendar days' prior written notice by certified mail, return receipt requested, has been given to the City of Venice's Director of Administrative Services.
- d) The City shall retain the right to review, at any time, coverage form, and amount of insurance.
- e) The procuring of required policies of insurance shall not be construed to limit Contractor's liability nor to fulfill the indemnification provisions and requirements of this Contract.
- f) The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of any deductible and/or retention to which such policies are subject, whether or not the City is an insured under the policy. In the event that claims in excess of the insured amounts provided herein are filed by reason of operations under the contract, the amount excess of such claims, or any portion thereof, may be withheld from any payment due or to become due to the Contractor until such time the contractor shall furnish additional security covering such claims as may be determined by the City.
- g) Claims Made Policies will be accepted for professional and hazardous materials and such other risks as are authorized by the City. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two years. If provided as an option, the Contractor agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.

- h) Certificates of Insurance evidencing Claims Made or Occurrence form coverage and conditions to this Contract, as well as the City's Bid Number and description of work, are to be furnished to the City's Director of Administrative Services, 401 West Venice Avenue, Venice, FL 34285, ten (10) business days prior to commencement of work and a minimum of thirty (30) calendar days prior to expiration of the insurance policy.
- i) Notices of Accidents and Notices of Claims associated with work being performed under this Contract, shall be provided to the Contractor's insurance company and the City's Director of Administrative Services, as soon as practicable after notice to the insured.
- j) All property losses shall be payable to, and adjusted with, the City.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/27/2019

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 1080 Kirts Blvd., Suite 500 Troy MI 48084		CONTACT NAME: Donna Griffiths PHONE (A/C, No, Ext): (248) 519-1439 E-MAIL ADDRESS: dgriffiths@ghbh.com		FAX (A/C, No): (248) 519-1401	
INSURED Ajax Paving Industries of Florida, LLC One Ajax Drive North Venice FL 34275		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A: The Travelers Indemnity Co.		A+XV 25658	
		INSURER B: XL Insurance America Inc.		A+ XV 24554	
		INSURER C: ACIG Insurance Company		A VIII 19984	
		INSURER D: Travelers Prop Casualty Co.		A+XV 25674	
		INSURER E:			
		INSURER F:			

COVERAGES CERTIFICATE NUMBER: 19-20 Bobbi Jo 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	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	VTC2KCO8A097342	6/1/2019	6/1/2020	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input checked="" type="checkbox"/> XCU Coverage Included						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Contractual Liability						PERSONAL & ADV INJURY \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 4,000,000
POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OPAGG \$ 4,000,000
OTHER:							\$
A	AUTOMOBILE LIABILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	VTC2KCAP8A097354	6/1/2019	6/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	US00091416LI19A	6/1/2019	6/1/2020	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000
	DED <input type="checkbox"/> RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/>	<input type="checkbox"/>	WCA000004619	6/1/2019	6/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						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			QT6308A099255	6/1/2019	6/1/2020	LEASED/RENTED EQUIPMENT \$550,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: ITB# 3098-19-Taxiway "D" Extension. The City of Venice, its Elected Officials, Officers, Agents, and Employees are Additional Insureds for General Liability (CGD604 08 13 - attached), Automobile Liability (CAF219 08 17 - attached) and Umbrella Liability (Follow form) when required by written contract. Waiver of Subrogation applies in favor of the Additional Insureds for General Liability (CGD316 11 11 - attached), Automobile Liability (CAF219 08 17 - attached), Workers Compensation (WCO00313 04 84 - attached), and Umbrella Liability (Follow Form) when required by written contract; unless prohibited by specific state law. 30 Day Notice of Cancellation (Except Non-Payment of Premium) applies in favor of

CERTIFICATE HOLDER City of Venice 401 West Venice Avenue Venice, FL 34285	CANCELLATION 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 Richard McGregor/WEAL
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COMMENTS/REMARKS

the City of Venice for General Liability, Automobile Liability, Workers Compensation and Umbrella Liability when required by written contract.