

CITY OF VENICE
COMPETITIVE PROCUREMENT EXEMPTION REQUEST FOR COOPERATIVE
PURCHASING OR "PIGGYBACK"

DEPARTMENT/DIVISION ENGINEERING

NAME OF REQUESTOR KATHLEEN WEEDEN
CITY ENGINEER

In accordance with its code, the City of Venice wishes to exercise its right to utilize the competitive procurement process of another jurisdiction.

Section 2-224 of the City of Venice Municipal Code for Cooperative Purchasing states - "The Finance Director, or designee, shall have the authority to enter into cooperative purchasing agreements with other public agencies for commodities and services. Competitive bidding requirements may not be applicable"

A. Vendor Information

Vendor Name: Ajax Paving Industries of FL, LLC

Address: 510 Gene Green Road
NOKOMIS, FL 34275

Phone: (941) 486-3600 Fax: (941) 486-3500 Email: ltaylor@ajaxpaving.com

B. Please describe all products and/or services to be procured under this exemption:

The milling, paving and restriping of Pinebrook Road
from Water Street to Venice Avenue.

C. Please provide the estimated fiscal year expenditure for this product or service: \$ 450,563.⁸⁶
Account # _____ Project # _____

D. Briefly explain why it is in the best interest of the City to exempt this procurement from competition:

The City would be using prices from a competitively
bid project through Sarasota County.

E. Do you plan to use the Visa Card as a method of payment for this transaction? ☐ Yes ☒ No

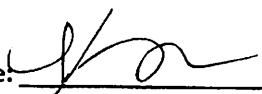
F. Piggyback - Provide the entity name, contract number and contract term

Sarasota County, 2014-419

By signature, Vendor agrees to perform all of the work described in the proposal submitted, incorporated, attached and made a part of this Agreement, all in accordance with the requirements and provisions of the Contract Documents.

Vendor: Lauren Taylor Date: 8/13/14
Lauren Taylor

Title: Estimator

Requesting Department Director's Signature:  Date: 8/14/14

Procurement Manager's Approval: _____ Date: _____

Finance Director's Approval (If applicable): _____ Date: _____

City Manager's Approval (If applicable): _____ Date: _____

☐ The department has attached the following documentation as backup with their request; bid/rfp, executed of contract (administrative or council approval), any amendments/memorandums/renewals, and tabsheet/price sheets).

This page is for internal use only. DO NOT attach this page to Council Agenda staff summary.

VERBIAGE FOR COUNCIL AGENDA

Piggyback's other exemptions requests made to the City Council must include the following language: "This is a request for approval of a _____ (Piggyback, State Contract and etc.....). All appropriate forms, procedures, and processes have been completed and validated by Procurement."

APPROVAL LEVELS:

- **\$5,000.00 or less: Procurement Manager**
- **\$5,000.00 - \$50,000.00: Procurement Manager & Finance Director**
- **\$50,000.00-\$100,000.00: Procurement Manager, Finance Director and City Manager**
- **\$100,000.00 + : Procurement Manager, Finance Director, City Manager and Council**

Council Meeting Date:_____

163514
SCA
FILE

CONTRACT NO. 2014-419
BCC APPROVED 7/08/2014

CONSTRUCTION CONTRACT

Contract for **Resurfacing, Knights Trail, Laurel Road and Various Roads, Bid #142662CS**

This Contract made and entered into this day July 8, 2014, by and between
Ajax Paving Industries of Florida, LLC, a Florida corporation hereinafter
called the 'Contractor' and Sarasota County, a political subdivision of the State of Florida, hereinafter
called the 'County'.

WITNESSETH:

I. Construction Materials, Services, and Labor: That for and in consideration of the mutual promises and covenants hereinafter contained, together with the money consideration hereinafter recited, the Contractor shall furnish all the labor, services and materials for the construction of **Resurfacing, Knights Trail, Laurel Road and Various Roads, Bid #142662CS**. All work and labor shall be done in accordance with the plans and specifications on file with the Sarasota County Engineer, as listed in Article III, receipt of which is hereby acknowledged and which plans and specifications are made a part of the contract, the same as though they were set forth at length herein and by reference hereto made a part hereof.

II. Contract Price: In consideration of the work, labor, services and materials to be furnished by the Contractor, in accordance with said plans and specifications, the County agrees to pay to the Contractor, upon the completion and acceptance thereof by the County, or its duly authorized agent, the total contract price of **\$2,624,145.45.**

Two Million Six Hundred Twenty-Four Thousand One Hundred Forty-Five Dollars and Forty-Five Cents

(Contract price in words)

The contract price includes a 5% contingency amount for unanticipated work within the scope of the project and may only be authorized at the discretion of the County's Administrative Agent.

III. Contract Documents: The contract documents, which comprise the entire contract between County and Contractor and which are made a part hereof by this reference, consist of the following:

1. Invitation for Bids
2. Instructions, Terms, and Conditions
3. Bid Form
4. Sworn Statement: Florida Trench Safety Act
5. Local Hiring Initiative Participation Form
6. Status of Contracts On-Hand Report
7. Contractor's Qualification Form
8. List of Subcontractors
9. Stored Materials Affidavit
10. Performance and Payment Bond, and Power of Attorney
11. Contract
12. Release of Lien

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13. General Provisions
 14. Special Provisions
 15. Technical Provisions
 16. Sarasota County Standard Specifications
 17. Sarasota County Supplement to FDOT Provisions
 18. FDOT Standard Specifications for Road and Bridge Construction, 2014 edition
 19. FDOT Design Standard Index, 2014 edition
 20. Technical Specifications
 21. Subsurface Soil Report
 22. Easement Sketches
 23. Project Special Provisions
 24. Project drawings, 8 sheets, dated March 13, 2014, prepared by Sarasota County Public Works
 25. All addenda issued before the bid opening date
 26. All modifications and change orders issued
 27. The Notice to Proceed issued by Public Works
 28. Project Purchase Orders

IV. Performance and Payment Bond: The Contractor shall furnish to the County, prior to the commencement of operations hereunder, a Performance and Payment Bond executed by the Contractor, and a surety company authorized to do business in the State of Florida, in an amount no less than the contract price herein, which bond shall be conditioned upon the successful completion of all work, labor, services, and materials to be provided and furnished hereunder, and the payment of all subcontractors, materialmen, and laborers. The County will only accept a Performance and Payment Bond with an A.M. Best rating of 'A-' (Excellent) or better for Bids requiring bonds of \$500,000 or greater, or 'B+' (Very Good) or better for Bids requiring a bond of less than \$500,000. Said bond shall be subject to the approval of the Board of County Commissioners of Sarasota County, Florida.

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

- 1. WORKERS' COMPENSATION:** CONTRACTOR will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this contract, as required by the laws of the state where the contractor is domiciled. Florida Contractors must provide evidence of Workers' Compensation insurance which meets the requirements of Florida Statutes, Chapter 440, **AND** Employer's Liability with limits of not less than \$100,000 per employee per accident, \$500,000 disease aggregate, and \$100,000 per employee per disease. If applicable, coverage for the Jones Act and Longshore Harbor Workers Exposures must also be included. ****NOTE**** Contractors who are exempt from Florida's Workers' Compensation law must provide proof of such exemption issued by the Florida Department of Financial Services, Bureau of Workers' Compensation and qualify for the County waiver.

In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Workers' Compensation policy for all personnel on the worksite. All documentation must be provided to Sarasota County Risk Management, 1660 Ringling Blvd., 4th Floor, Sarasota, FL 34236.

2. **COMMERCIAL GENERAL LIABILITY:** Including but not limited to bodily injury, property damage, contractual, products and completed operations, watercraft, if under twenty-six (26) feet and Ocean Marine if over, and personal injury with limits of not less than **\$1,000,000** each occurrence, covering all work performed under this contract.
3. **BUSINESS AUTOMOBILE LIABILITY:** Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than **\$1,000,000** each accident covering all work performed under this contract.

Contractor further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If private passenger automobiles are used in the business, they must be commercially insured.

If the Contractor is shipping a product via common carrier, the contractor shall be responsible for any loss or damage sustained in delivery/transit.

4. **UMBRELLA LIABILITY:** With limits of not less than **\$1,000,000** each occurrence covering all work performed under this contract.
5. **HAZARDOUS MATERIALS INSURANCE:** For the purpose of this section, the term "hazardous materials" includes all materials and substances that are now designated or defined as hazardous by Florida or Federal law or by the rules or regulations of Florida or any Federal Agency. If work being performed involves hazardous materials, the need to procure and maintain any or all of the following coverage will be specifically addressed upon review of exposure. However, if hazardous materials are identified while carrying out this contract, no further work is to be performed in the area of the hazardous material until County Risk Management has been consulted as to the potential need to procure and maintain any or all of the following coverage through an addendum to the contract:
 - a. **Contractors POLLUTION LIABILITY** - For sudden and gradual occurrences and in an amount no less than **\$1,000,000** per claim and **\$1,000,000** in the aggregate arising out of work performed under this contract, including but not limited to, all hazardous materials identified under the contract.
 - b. **ASBESTOS LIABILITY** - For sudden and gradual occurrences and in an amount no less than **\$1,000,000** per claim and **\$1,000,000** in the aggregate arising out of work performed under this contract.

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- c. **DISPOSAL** - When applicable, the Contractor shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance, covering liability for sudden and accidental occurrences in an amount not less than **\$3,000,000** per claim and **\$3,000,000** in the aggregate and shall include liability for non-sudden occurrences in an amount not less than \$6,000,000 per claim and \$6,000,000 in the aggregate.
- d. **HAZARDOUS WASTE TRANSPORTATION** - When applicable, the Contractor shall designate the hauler and furnish a Certificate of Insurance from the hauler for Automobile Liability insurance with Endorsement MCS90 for liability arising out of the transportation of hazardous materials with an amount not less than **\$1,000,000** annual aggregate and provide a valid EPA identification number.

*******Note: CERTIFICATES OF INSURANCE shall clearly state the hazardous material exposure work being performed under the contract.*******

6. **INSTALLATION COVERAGE - BUILDERS' RISK:** Demolition, road resurfacing not involving Utilities or other work involving product storage etc., not applicable.

POLICY FORM

1. Unless specific approval is given, all policies required by this contract with the exception of Professional Liability and Workers' Compensation are to be written on an occurrence basis. Commercial General Liability policies shall name Sarasota County Government as additional insured as their interest may appear under this contract.
2. Insurance requirements itemized in this contract and required of the Contractor shall be provided on behalf of all sub-contractors 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 sub-contractors.
3. Each insurance policy required by this contract shall:
 - a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability
 - b. 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 County Risk Management.
4. The County shall retain the right to review, at any time, coverage, form, and amount of insurance.
5. 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.

6. 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 all deductibles and retentions to which such policies are subject.
7. Claims Made Policies will be accepted for Professional Liability, Workers' Compensation and Hazardous Materials, and such other risks as are authorized by County Risk Management. 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 effected with a retroactive date, including at least the last policy year.
8. Certificates of Insurance evidencing Claims Made or Occurrence Form Coverage and conditions to this Contract are to be furnished to Sarasota County Risk Management (1660 Ringling Boulevard, 4th Floor, Sarasota, FL 34236) prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract, when applicable. All insurance certificates shall be received by County Risk Management before the Contractor will be allowed to commence or continue work.
9. Notices of Accidents (occurrences) and Notices of Claims associated with work being performed under this Contract, shall be provided to the Contractor's/sub-Contractor's/Consultant's insurance company and County Risk Management as soon as practicable after notice to the insured.
10. The Certificate of Insurance must include the following:
 - a. In the "Description of Operations/Special Provisions" section:
 - Sarasota County Government is named as an additional insured, as their interests may appear on Commercial General Liability.
 - Note: ACORD 2009 edition can use "X" for General Liability Additional Insured inclusion.
 - b. In the "Certificate Holder" section:

Sarasota County Government

Attn: Risk Management
1660 Ringling Blvd., 4th floor
Sarasota, FL 34236

VI. Contractor's Affidavit: When all work contemplated by the contract has been completed, inspected, and approved by the County or its duly authorized agent, the Contractor shall furnish to the County the Contractor's affidavit as required by the Construction Lien Law, Florida Statutes Chapter 713. Signed Release of Lien may also be required by the County at its option.

VII. Payment: Upon certification and approval by the County or its duly authorized agent, monthly payments may be made to the Contractor upon his application for all services or work completed or materials furnished in accordance with the contract. All pay requests must be submitted on diskette, with a hard copy attached, and in a form satisfactory to the Clerk of Court who initiates disbursements. Prior to substantial completion, monthly payments shall be made on the value of materials

furnished or services and work completed up to the time of said application, less an amount retained as shown on the retainage table of **General Provision 8.7.1, Retainage**. Retainage may be reduced upon issuance of the Certificate of Substantial Completion by the County if, in the sole opinion of the County, sufficient progress on the schedule has been accomplished, all Notices of Lien have been resolved, and the County has retained adequate retainage for the final completion of the Project and all estimated liquidated damages. The County shall inform the Contractor's Surety of any reduction in retainage. Contractors must update each new pay request in accordance with any changes made to the previous submittal. Final payment shall be made after approval by the County or its duly authorized agent of all work, materials or services required under this Contract.

1. Monthly pay requests shall be submitted each month on the anniversary date of the Notice to Proceed.
2. Monthly pay requests for less than \$200 are not acceptable and will not be processed, except for a final pay request.

VIII. Time for Performance: Time is of the essence in the performance of this Contract. The Contractor specifically agrees that contract time will begin on the date both the Project Purchase Order and the Notice to Proceed have been issued. Contractor also agrees no work will begin prior to such date. All work to be performed under the provisions of this Contract shall be completed to **Substantial Completion** in not more than **NINETY (90) calendar days** and an additional **THIRTY (30) calendar days to Final Acceptance**, subject only to delays caused through no fault of the Contractor or acts of God.

IX. Liability of the Contractor: Pursuant to F.S.S. 725.06(2), the Contractor shall indemnify and hold harmless Sarasota County Government from liabilities, damages, losses, and costs, including but not limited to attorney's reasonable fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Contractor and persons employed or utilized by the Contractor in the performance of the contract. This Section of the Contract will survive the completion or termination of the Contract.

X. Changes: No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by the Parties hereto. In the event of any disagreement as to the provisions of this Contract with the plans and specifications that are made a part hereof by reference, the contract shall control.

XI. Liquidated Damages: The Parties to this Contract agree that time is of the essence in the work provided for herein and that a precise determination of actual damages which would be incurred by the County for delay in the completion of the work provided for herein, aside from the additional cost of inspection and supervision, would be difficult to ascertain. Accordingly, the Parties to the contract agree that the liquidated damages for those items of damage not otherwise provided for by this Contract, for each and every day that the time consumed in completing the work provided for in these construction documents exceeds the time(s) allowed therefore, shall be the amount(s) stated below per day, including Saturdays, Sundays, and legal holidays. The Parties specifically agree that the liquidated damages provided for herein do not constitute a penalty. Furthermore, since the additional cost of inspection and supervision arising from a delay is not difficult to

ascertain, it is agreed that the Contractor shall pay, in addition to the liquidated damages provided for herein, all expenses for inspection and supervision occasioned by the failure of the Contractor to complete the work within the time(s) fixed for completion herein. The amount(s) of liquidated damages together with the additional costs for inspection and supervision occasioned by the Contractor's delay will be deducted and retained out of the monies payable to the Contractor. If not so deducted, the Contractor and sureties for the Contractor shall be liable therefore. The amount of liquidated damages to be assessed for each calendar day that Substantial Completion is delayed beyond the required date of Substantial Completion shall be **TWO THOUSAND EIGHT HUNDRED SEVENTY SIX DOLLARS (\$2,876.00) per day**. The amount of liquidated damages to be assessed for each calendar day that Final Acceptance is delayed beyond the required date of Final Acceptance shall be **SEVEN HUNDRED NINETEEN DOLLARS (\$719.00) per day**.

XII. Contractor's Representations: Contractor makes the following representations:

1. Contractor has familiarized himself with the nature and extent of the contract documents, work, locality, all local conditions, and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of work.
2. Contractor declares that he has visited and examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done, that he has examined the plans for the work and other contract documents relative thereto and has read all the addenda furnished prior to the opening of bids, and that he has satisfied himself relative to the work to be performed.
3. Contractor has investigated and is fully informed of the construction and labor conditions, of obstructions to be encountered, of the character, quality, and quantities of work to be performed, materials to be furnished, and requirements of the plans and other contract documents.
4. Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work, and no additional examinations, investigations, tests, reports, or similar data are or will be required by the Contractor for such purposes.
5. Contractor has given County written notice of all conflicts, errors, or discrepancies that he has discovered in the contract documents and the written resolution thereof by Engineer is acceptable to the Contractor.
6. Contractor declares that submission of a bid for the work constitutes an incontrovertible representation that the Contractor has complied with every requirement of this Section, and that contract documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of work.
7. Equal Opportunity: The Contractor assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age or sex, in any activity under this Contract.
8. Public Entity Crimes: In accordance with Section 287.133, Florida Statutes, 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 public work, may not submit bids on leases or 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 Section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

XIII. Entire Contract: These contract documents constitute the entire understanding and contract between the parties and supersede any and all written or oral representations, statements, negotiations, or contracts previously existing between the parties with respect to the subject matters of this Contract. The Contractor recognizes that any representations, statements, or negotiations made by County staff do not suffice to legally bind the County in a contractual relationship unless they have been reduced to writing and signed by an authorized County representative. This Contract shall inure to the benefit of and be binding upon the Parties, their respective assigns, and successors in interest.

XIV. Notice Provision: Any notice or other communications concerning material changes to the contract shall be sent via certified U.S. mail, return receipt requested, postage prepaid to the relevant address listed below.

Contract clarifications or questions regarding the interpretation of plans and/or specifications not involving: (a) any contract claim and/or dispute, (b) questions of time not involving extension, delay, or reduction of time, (c) monetary or compensatory issues, (d) fully executed IFCA's (Interim Field Change Agreement) and/or (e) material changes to the contract, shall be sufficiently given if delivered personally or sent via U.S. mail, postage prepaid, addressed as follows.

Contractor Representative:
print or type information

Name	Steve Ayers
Title	Area Manager
Address	510 Gene Green Road Nokomis, FL 34275
Telephone	(941) 486-3600
Fax	(941) 486-3500
e-mail	sayers@ajaxpaving.com

County's Administrative Agent:

Name	Michael W. Elfers, P.E.
Title	Public Works Construction Manager
Address	1001 Sarasota Center Boulevard Sarasota FL 34240
Telephone	941-861-0896
Fax	941-861-0589
e-mail	melfers@scgov.net

XV. Waivers: Failures or waivers to insist on strict performance of any covenant, condition, or provision of this Contract by the Parties, their successors or assigns

shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this Contract.

XVI. Modifications: This Contract may be modified only by instrument in writing and signed by the Parties hereto as aforesaid.

XVII. Counterparts: This Contract may be executed in any number of counterparts, any one of which may be taken as an original.

XVIII. No Third Party Rights: The parties hereto do not intend nor shall this Contract be construed to grant any rights, privileges or interest to any third party.

XIX. Remedies: The parties hereto agree that remedies for damages or any other remedies provided for herein shall be construed to be cumulative and not exclusive of any other remedy otherwise available under law.

XX. Access To Records: Contractor, its employees and agents including all subcontractors, shall allow access to its records during normal business hours to the County, its employees, and agents.

XXI. Severability: If any provision of this Contract is found by a court of competent jurisdiction to be in conflict with an applicable statute or ordinance, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, but shall not invalidate any other provision of this Contract.

XXII. Jurisdiction and Venue: Jurisdiction and venue for purposes of any legal action founded upon this Contract shall be in Sarasota County, Florida. This Contract shall be governed by the laws of the State of Florida.

There will be no arbitration on claims allegedly arising under this Contract between the County and the Contractor.

In the event of a dispute or claim arising out of this Contract, the parties agree first to try in good faith to settle the dispute by mediation in Sarasota County, Florida under the Commercial Mediation Rules of the American Arbitration Association, before resorting to litigation. In the event such mediation does not result in a suitable resolution, then litigation will be used. The parties agree that in the event of litigation they waive any and all rights to a trial by jury.

XXIII. Local Hiring Initiative: In accordance with Sarasota County's Local Hiring Initiative Resolution No. 2013-127, Contractor is encouraged to work with Career Source Suncoast (formerly known as Suncoast Workforce, Inc.), or any other agency designated by the State of Florida as a workforce development agency, to increase employment opportunities for local residents. Local residents are defined as residents of Sarasota County, but that definition may be expanded to include Manatee and Charlotte Counties if the requisite skill-set is not available in Sarasota County. Resolution No. 2013-127 establishes an aspirational goal for contractors and subcontractors to hire 15% minimum local residents as the new hires for construction and construction related projects.

The Contractor is hereby required to include the completed Local Hiring Initiative Participation Form as part of the monthly pay requests.

IN WITNESS WHEREOF, the parties have hereto set their hands and seal the day and year first above-mentioned.

WITNESS:

Print name: Daniel Sardella
Signed by: *Daniel Sardella*
Date: 5/27/2014

CONTRACTOR: Ajax Paving Industries of Florida, LLC

Print name: Steve Ayers
Signed by: *Steve Ayers*
Title: AREA MANAGER
Date: 5/27/14
(SEAL)

SARASOTA COUNTY
BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY FLORIDA

By: *[Signature]*
Chair
Date: 7/9/14
(SEAL)

ATTEST:

Karen E. Rushing, Clerk of Circuit Court and Ex-Officio Clerk of the Board of County Commissioners

By: *Janine A. Shaw*
Deputy Clerk

APPROVED AS TO FORM AND CORRECTNESS:

By: *Steph EM*
County Attorney *TRW*

COPY

**SARASOTA COUNTY GOVERNMENT
PERFORMANCE AND PAYMENT BOND**
In compliance with F.S. Chapter 255.05(1)(a)

BOND NO.:	013126394
CONTRACTOR NAME:	Ajax Paving Industries of Florida, LLC
CONTRACTOR ADDRESS:	510 Gene Green Road Nokomis, Florida 34275-3624
CONTRACTOR PHONE NO.:	(941) 486-3600
SURETY COMPANY:	Liberty Mutual Insurance Company 175 Berkeley Street Boston, MA 02116 (617) 357-9500
SURETY AGENT:	Willis of Florida, Inc. 6151 Lake Osprey Drive, Third Floor Sarasota, FL 34240 (941) 373-1345
OWNER NAME:	Sarasota County Board of County Commissioners
OWNER ADDRESS:	1660 Ringling Boulevard Sarasota FL 34236
OWNER PHONE NO.:	941-861-5000
BOND AMOUNT:	\$2,624,145.45
CONTRACT NO.: (if applicable)	
DESCRIPTION OF WORK:	The project consists of pavement milling, base course repair, construction of bituminous concrete surface courses, restoration work and shoulder construction. Restoration work includes placement of sodding, pavement markings and truncated domes.
PROJECT ADDRESS:	The "Road Inventory List" in Sarasota County included in this project is attached to the bid documents. Border Road as noted in attached plans.
LEGAL DESCRIPTION:	The "Road Inventory List" in Sarasota County included in this project is attached to the bid documents.

By this bond, we, Ajax Paving Industries of Florida, LLC, as Principal and Liberty Mutual Insurance Company, a corporation, as Surety, are bound to Sarasota County Board of County Commissioners, herein called Owner, in the sum of \$2,624,145.45, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

**SARASOTA COUNTY GOVERNMENT
PERFORMANCE AND PAYMENT BOND**
In compliance with F.S. Chapter 255.05(1)(a)

The conditions of this bond is that if Principal:

1. Performs the Contract dated 7/8/14, between principal and Owner for construction of **Resurfacing, Knights Trail, Laurel Road and Various Roads, Bid #142662CS**, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05 (1) Florida Statutes, supplying principal with labor, materials, or supplies, used directly or indirectly by principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by principal under the contract work; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect surety's obligation under this bond.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

**SARASOTA COUNTY GOVERNMENT
PERFORMANCE AND PAYMENT BOND**
In compliance with F.S. Chapter 255.05(1)(a)

In witness whereof, the said Principal and Surety have signed and sealed this instrument
this _____

7/8/14
(date)

Ajax Paving Industries of Florida, LLC

Principal

By: _____

As President

Mark O. Minich, Exec. Vice President
(SEAL)

Liberty Mutual Insurance Company

Surety

By: _____

Anthony T. Papa, Jr., Attorney-in-Fact
and Licensed Florida Resident Agent
Phone 941-373-1345

Approved as to form and execution:

By: _____

Attorney to Board of
County Commissioners of
Sarasota County, Florida

Any Claims under this bond may be addressed to
(name and address of Surety):

Liberty Mutual Insurance Company

Attn: Surety Claims Department

1001 4th Avenue, Suite 1700

Seattle, WA 98154

Telephone No: (617) 357-9500

Name and address of agent or representative in Florida if different from above:

Anthony T. Papa, Jr.

Willis of Florida, Inc.

6151 Lake Osprey Drive, Third Floor

Sarasota, FL 34240

Telephone No: (941) 373-1345

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKG. JND.

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.

Certificate No. 6216097

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations 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, Anthony T. Papa Jr; Carol McManus; Christine A. Papa; Diane L. Brown

all of the city of Sarasota, state of FL 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 23rd day of July, 2013.



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

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 23rd day of July, 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, 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 Seattle, Washington, on the day and year first above written.



By: KD Riley
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, 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 Gregory W. Davenport, 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, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, 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 _____, 20_____.



By: David M. Carey
David M. Carey, 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/23/2014

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 Blaser and Heuer, LLC 1080 Kirts Blvd., Suite 500 Troy MI 48084		CONTACT NAME: Donna Griffiths PHONE (A/C No. Ext): (248) 519-1439 FAX (A/C No.): (248) 519-1401 E-MAIL ADDRESS: dgriffiths@ghbh.com																						
INSURED Ajax Paving Industries of Florida, LLC 510 Gene Green Road Nokomis FL 34275		INSURER(S) AFFORDING COVERAGE <table border="1"><thead><tr><th>INSURER</th><th>AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A</td><td>Illinois National Ins Co A XV</td><td>23817</td></tr><tr><td>INSURER B</td><td>Houston Casualty CO. A+XIV</td><td>42374</td></tr><tr><td>INSURER C</td><td>ACIG Insurance Company AVIII</td><td>19984</td></tr><tr><td>INSURER D</td><td>Lexington Ins. Co. A XV</td><td>19437</td></tr><tr><td>INSURER E</td><td>Greenwich Ins. Co. A XV</td><td>22322</td></tr><tr><td>INSURER F</td><td></td><td></td></tr></tbody></table>		INSURER	AFFORDING COVERAGE	NAIC #	INSURER A	Illinois National Ins Co A XV	23817	INSURER B	Houston Casualty CO. A+XIV	42374	INSURER C	ACIG Insurance Company AVIII	19984	INSURER D	Lexington Ins. Co. A XV	19437	INSURER E	Greenwich Ins. Co. A XV	22322	INSURER F		
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COVERAGES CERTIFICATE NUMBER: 13-14 All Lines+Poll DSandella REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	Y	4522645	6/1/2013	6/1/2014	MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Contractual Liability						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						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	X	Y	3275171	6/1/2013	6/1/2014	PIP-Basic \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 5,000,000
	<input type="checkbox"/> CLAIMS-MADE	X	Y	H13XC5013201	6/1/2013	6/1/2014	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	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	N/A		WCA000006913	6/1/2013	6/1/2014	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Inland Marine			013078853	6/1/2013	6/1/2014	Leased/Rented \$25,000 Ded \$550,000
E	Professional & Pollution			CPL7420325	6/1/2013	6/1/2014	Deductible \$250,000 5,000,000

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

Project: BID# 142662CS. Resurfacing, Knight Trail, Laurel Road and Various Roads. Sarasota County Government is an Additional Insured as their interests may appear for General Liability, Automobile Liability and Umbrella Liability on a primary and non-contributory basis when required by written contract. Waiver of subrogation applies in favor of Sarasota County Government for General Liability. Automobile Liability and Umbrella Liability when required by written contract. 30 Day Notice of Cancellation (except non-payment of premium) applies in favor of Sarasota County Government for General Liability, Automobile Liability, Workers Compensation and Umbrella Liability when required by written

CERTIFICATE HOLDER

(941) 861-5171 insurance@scgov.net

*Sarasota County Government
Attn: Risk Management
1660 Ringling Blvd, 4th Floor
Sarasota, FL 34236

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

Robert Heuer/WEAL

COMMENTS/REMARKS

contract.