



# MEMORANDUM

## City of Venice

### Finance Department

TO: Edward Lavalley, City Manager

THROUGH: Linda Senne, Finance Director

FROM: Peter Boers, Procurement Manager

DATE: September 17, 2019

COUNCIL APPROVAL: Yes

MEETING DATE: September 24, 2019

STRATEGIC PLAN GOAL: Upgrade and Maintain City Infrastructure and Facilities

SUBJECT: Award of Contract for the Venice Resurfacing Project Phase 2 to Ajax Paving Industries of Florida, LLC in the Amount Not to Exceed \$2,960,698.31

Background: In November 2016, the City of Venice voters approved a Road Bond in the amount of \$16 Million to complete infrastructure improvements. To date, Phase I Resurfacing and Downtown Beautification Project have been completed utilizing this Road Bond Fund.

Invitation to Bid #3108-19 Venice Resurfacing Project Phase 2 was advertised with bid submittals due on Monday, September 9, 2019. Phase 2 includes 5 1/2" mill/pave on industrial streets: Triple Diamond Blvd., Hostetler Ct., and Bluegrass Ct. Additional streets that require 3" mill/pave include Morse Ct., Technology Drive, Precision Drive, Grove St., Warfield Dr., Spur St., Alley 205, Alley 208 and San Marco Drive. Residential street that will receive a 1 1/2" mill/pave include Pine Needle Rd., Paradise Way, Pinebrook Way, Featherbed Ln., Whispering Ln., Brookside Dr., Waterside Ln., Sleepy Hollow Rd., Sleepy Hollow Ct., Plumosa Rd., Morning Star Rd., Palm Hill Rd., and the portions of Hatchett Creek Dr. and Bird Bay Dr. that were not completed in Phase 1.

Three (3) responsive bids were received on September 9, 2019. Ajax Paving Industries of Florida, LLC, submitted the lowest responsive and responsible bid in the amount of \$2,960,698.31. Their bid submittal is complete and within the budget appropriation amount. The City Engineer recommends award to Ajax Paving Industries of FL, LLC.

Requested Action: Award of Contract for the Venice Resurfacing Project Phase 2 to Ajax Paving Industries of Florida, LLC in the Amount Not to Exceed \$2,960,698.31

If for an agenda item, this document and any associated backup created by City of Venice staff has been reviewed for ADA compliance: Yes  
City Attorney Review/Approved: Yes  
Risk Management Review: Yes  
Finance Department Review/Approved: Yes  
Funds Availability (account number): 302-0960-541.63-00, CIP #GO17R8

**ORIGINAL(S) ATTACHED:** Signed Contract, Notice of Intent to Award, Recommendation from the City Engineer

Cc: Kathleen Weeden, City Engineer

## CONTRACT

THIS CONTRACT, pursuant to City Council approval granted on \_\_\_\_\_, 2019 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.

### W I T N E S E T H:

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 Attachment A and, the City's Invitation to Bid (ITB) #3108-19: **VENICE RESURFACING PROJECT, PHASE 2**, including: standard general conditions, supplemental conditions, special conditions, technical specifications, drawings, Contractor's bid proposal for ITB #3108-19, 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 Twenty (120)** 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: **Two Million, Nine Hundred Sixty Thousand, Six Hundred Ninety-Eight & 31/100s Dollars (\$2,960,698.31)**. The Contractor shall submit an invoice for payment to the City on a monthly basis for those services as described, at the unit cost indicated in Exhibit B, for the actual quantities that were completed during that invoicing period.

(5) Time is of the essence in this contract. In the event that the work is not completed within the required time as specified in Section 3 herein, then from the compensation otherwise to be paid to the Contractor, the City may retain the sum of **one thousand, six hundred sixty-five & 00/100 dollars (\$1,665.00) per day** for each calendar day that the work remains incomplete beyond the time limit, 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 Engineering Services; 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 except 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 Engineering 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 by 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 Contract have hereunto set their hands and seals and have executed this agreement, the day and year first above written.

(SEAL)

ATTEST:

AJAX PAVING INDUSTRIES OF FLORIDA, LLC.



Daniel Sardella, Bid/Contract Specialist

Signed by (typed or printed)

BY: 

Christie Alvaro, Asst. Corp. Secretary

Signed by (typed or printed)



CITY OF VENICE

ATTEST:

IN SARASOTA COUNTY, FLORIDA

\_\_\_\_\_

CITY CLERK

BY: \_\_\_\_\_

MAYOR JOHN HOLIC

Approved as to Form and Correctness

\_\_\_\_\_  
Kelly M. 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."

## PUBLIC WORKS PERFORMANCE BOND

Bond #013130324

KNOW ALL MEN BY THESE PRESENTS:

THAT Ajax Paving Industries of Florida, L.L.C., 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 (\$2,960,698.31) Two Million Nine Hundred Sixty Thousand Six Hundred Ninety-Eight & 31/100s Dollars, 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 \_\_\_\_\_, 2019, entered into a contract with the City of Venice for the following described project: **ITB# 3108-19: VENICE RESURFACING PROJECT, PHASE 2** 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

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 way 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 13th day of September, AD., 2019.


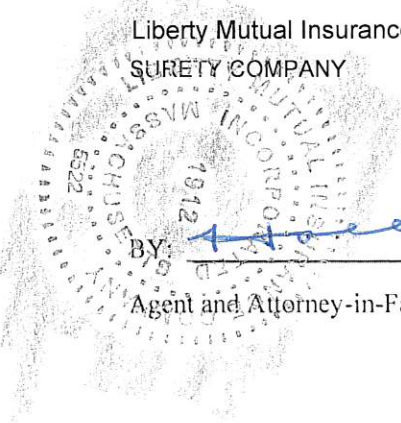
IN THE PRESENCE OF:

Ajax Paving Industries of Florida, LLC.  
CONTRACTOR

  
Daniel Sardella

BY:   
Christie Alvaro, Asst. Corp. Sec.

Liberty Mutual Insurance Company  
SURETY COMPANY

  
BY:   
Agent and Attorney-in-Fact Holly Nichols #W564989

**PUBLIC WORKS PAYMENT BOND**

Bond #013130324

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 (\$2,960,698.31) Two Million Nine Hundred Sixty Thousand Six Hundred Ninety-Eight & 31/100s Dollars, 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 \_\_\_\_\_, 2019, entered into a Contract with the City for the following described project: **ITB# 3108-19: VENICE RESURFACING PROJECT, PHASE 2** 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.

SIGNED AND SEALED this 13th day of September, A.D., 2019.


IN THE PRESENCE OF:

Ajax Paving Industries of Florida, LLC.  
CONTRACTOR

  
Daniel Sardella

BY:   
Christie Alvaro, Asst. Corp. Sec.

Liberty Mutual Insurance Company  
SURETY COMPANY

By:   
Agent and Attorney-in-Fact Holly Nichols #W564989



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 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  
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**

Item No	FDOT Ref. No.	BASE BID - Description	Unit	Qty.	Unit Price	Amount
1	101-1	MOBILIZATION	LS	1	\$47,500.00	\$47,500.00
2	102-1	MAINTENANCE OF TRAFFIC (FDOT INDEX)	LS	1	77,500.00	77,500.00
3	285-704	BASE, OPTIONAL GROUP 4 – BASE REPAIRS	SY	200	47.10	9,420.00
4	327-70-6	ASPHALT, MILL EXISTING 1.5"	SY	60,735	1.35	81,992.25
5	327-70-4	ASPHALT, MILL EXISTING 3.0"	SY	48,504	2.35	113,984.40
6	327-70-18	ASPHALT, MILL EXISTING 5.5"	SY	19,399	5.15	99,904.85
7	334-1-12	ASPHALT, SUPERPAVE, TRAFFIC B - 1.5"	TN	5,540	81.25	450,125.00
8	334-1-54	ASPHALT, SUPERPAVE, TRAFFIC LEVEL D, PG76-22, PMA (BLACK BASE SP12.5) – 4" INDUSTRIAL STREETS	TN	4,567	95.30	435,235.10
9	337-7-45	ASPHALT FRICTION COURSE, TRAFFIC LEVEL D, FC12.5, PG76-22, PMA – 1.5" INDUSTRIAL STREETS	TN	1,870	94.75	177,182.50
10	334-1-13	ASPHALT, SUPERPAVE, TRAFFIC LEVEL C – 1.5"	TN	4,653	81.75	380,382.75
11	337-7-73	ASPHALT FRICTION COURSE, TRAFFIC LEVEL C, FC12.5, PG76-22, PMA – 1.5"	TN	4,653	97.90	455,528.70
12	425-5	MANHOLE ADJUSTMENT	EA	42	132.85	5,579.70
13	425-6	VALVE BOX ADJUSTMENT	EA	10	53.15	531.50
14	520-1-10	CURB & GUTTER, TYPE F	LF	500	51.55	25,775.00
15	520	SIDEWALK CURB RAMP & CURB RETURNS (INDEX 304) INCLUDES DETECTABLE WARNING, BRICK RED IN COLOR (ROADWAY CONCEPTS OR EQUAL) AND TURF	EA	73	2,445.00	178,485.00
16	522-2	SIDEWALKS & DRIVEWAYS, 4" THICK, 3000 PSI	SY	800	53.15	42,520.00
17	522-2	SIDEWALKS & DRIVEWAYS, 6" THICK, 3000 PSI	SY	400	59.00	23,600.00
19	570-1-1	PERFORMANCE TURF	SY	600	2.65	1,590.00
20	706-3	RPMs	EA	216	3.20	691.20

21	710-11-123	PAINT, std, white, solid, crosswalk & roundabout, 12"	LF	2,201	0.75	1,650.75
22	710-11-125	PAINT, std, white, solid, stop line or crosswalk, 24"	LF	748	0.95	710.60
23	710-11-141	PAINT, std, white, 2-4 dotted/ guideline/6-10 dotted extension, 6"	GM	0.33	425.00	140.25
24	710-11-170	PAINT, std, white, arrows	EA	6	26.60	159.60
25	710-14-160	PAINT preformed, white, message or symbol	EA	53	31.90	1,690.70
26	710-16-101	PAINT, std, other surface, white, solid, 6"	GM	5.98	797.00	4,766.06
27	710-16-201	PAINT, std, other surface, yellow, solid, 6"	GM	1.64	797.00	1,307.08
28	710-16-231	PAINT, std, other surface, yellow, skip, 6"	GM	0.94	372.00	349.68
29	710-90	Painted Pavement Markings - Final Surface	LS	1	13,800.00	13,800.00
30	711-11-123	Thermoplastic, std, white, solid, crosswalk & roundabout, 12"	LF	1,835	2.65	4,862.75
31	711-11-125	Thermoplastic, std, white, solid, stop line or crosswalk, 24"	LF	764	5.30	4,049.20
32	711-11-141	Thermoplastic, std, white, 2-4 dotted/ guideline/6-10 dotted extension, 6"	GM	0.29	2,660.00	771.40
33	711-11-170	Thermoplastic, std, white, arrows	EA	6	58.45	350.70
34	711-14-160	Thermoplastic, preformed, white, message or symbol	EA	73	275.00	20,075.00
35	711-16-101	Thermoplastic, std, other surface, white, solid, 6"	GM	5.28	3,720.00	19,641.60
36	711-16-201	Thermoplastic, std, other surface, yellow, solid, 6"	GM	2.37	3,720.00	8,816.40
37	711-16-231	Thermoplastic, std, other surface, yellow, skip, 6"	GM	0.94	930.00	874.20

SUB-TOTAL NOT TO EXCEED BID PRICE: 2,691,543.92

10% CITY RESERVE (INCLUDE IN BID TOTAL): 269,154.39

TOTAL NOT TO EXCEED BID PRICE (including  
10% City Reserve):

\$ 2,960,698.31

**NOTES:**

**It is the Contractor's responsibility to verify field conditions and inspect the project site to determine the quantities required prior to submittal.**

**Any increases in individual quantities or transfer of funds from City Reserve (Contingency), must be approved in writing by the City with a formal change order prior to incurring costs.**

**The Engineer and the City do not warranty that the provided quantities are accurate.**

**The City reserves the right to remove or reduce line items above from the bid award due to budgeting constraints.**

**The City reserves the right to discuss opportunities to value engineer the project with the lowest responsive bidder prior to bid award.**

**City Reserve is for the exclusive use of the City (if required) and any request for use of City Reserve must be approved by the City in writing as a formal Change Order prior to the performance of such work.**

**Contract awarded will be a "Not to Exceed" contract based on the Total Not To Exceed Bid Price including 10% City Reserve. Any work above the Not to Exceed contract will require formal City Council Action prior to approval. Billing will be on a unit cost basis.**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/13/2019

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).

<b>PRODUCER</b> Guy Hurley, LLC 1080 Kirts Blvd., Suite 500  Troy MI 48084		<b>CONTACT NAME:</b> Donna Griffiths <b>PHONE (A/C, No, Ext):</b> (248) 519-1439 <b>E-MAIL ADDRESS:</b> dgriffiths@ghbh.com <b>FAX (A/C, No):</b> (248) 519-1401																			
<b>INSURED</b> Ajax Paving Industries of Florida, LLC One Ajax Drive  North Venice FL 34275		<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"><tr><td>INSURER A: The Travelers Indemnity Co.</td><td>A+XV</td><td>25658</td></tr><tr><td>INSURER B: XL Insurance America Inc.</td><td>A+ XV</td><td>24554</td></tr><tr><td>INSURER C: ACIG Insurance Company</td><td>A VIII</td><td>19984</td></tr><tr><td>INSURER D: Travelers Prop Casualty Co.</td><td>A+XV</td><td>25674</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>		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:		
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	X	Y	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"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 4,000,000	
	OTHER:								\$
A	<b>AUTOMOBILE LIABILITY</b>	X	Y	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			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
	<input type="checkbox"/> DED						<input type="checkbox"/> RETENTION \$		\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	Y/N	N/A	WCA000004619	6/1/2019	6/1/2020	<input checked="" type="checkbox"/> PER STATUTE <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						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 3108-19 Venice Resurfacing Project, Phase 2. The City of Venice, its Elected Officials, Officers, Agents, Employees is an Additional insured for General Liability and Automobile Liability when required by written contract. Waiver of Subrogation applies in favor of the Additional Insureds for General Liability and Automobile Liability 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 The City of Venice for General Liability, Automobile Liability and Workers Compensation when required by written contract.

## CERTIFICATE HOLDER

The City of Venice  
Attn: Director of Administrative Services  
401 W. 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

© 1988-2014 ACORD CORPORATION. All rights reserved.



## EXHIBIT C

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** for **Commercial General Liability** and **Business Auto Policy**.
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, \$ 2,000,000 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.



# **MEMORANDUM**

## **City of Venice**

### **Engineering Department**

---

TO: Peter Boers, Procurement Manager

FROM: Kathleen Weeden, City Engineer

DATE: September 9, 2019

SUBJECT: Recommendation of Award ITB# 3108-19, Venice Surfacing Project Phase 2 to Ajax Paving Industries of Florida, LLC

---

Review of the submittals from Ajax Paving Industries of Florida, LLC, Gator Grading and Paving, LLC, and Preferred Materials, Inc., received today for ITB#3108-19 for Venice Resurfacing Project Phase 2 has been completed. Based on this review, I recommend award to Ajax Paving Industries of Florida, LLC, in the amount of \$2,960,698.31.



**CITY OF VENICE**  
**401 W. Venice Avenue Venice, FL. 34285**

**NOTICE OF INTENT TO AWARD**

**BID NUMBER:** ITB 3108-19

**BID TITLE:** Venice Resurfacing Project, Phase II

**DUE DATE AND TIME:** September 9, 2019

**RESPONDENTS:**

Company Name	City	County	Total NTE Bid Price
Ajax Paving Industries of Florida, Inc.	North Venice, FL	Sarasota	\$ 2,960,698.31
Gator Grading and Paving, LLC	Palmetto, FL	Manatee	\$ 5,586,973.15
Preferred Materials, Inc.	Tampa, FL	Hillsborough	\$ 3,334,186.85

**AWARD:** Lowest responsive and responsible Total Not to Exceed Bid Price.

**RESULTS:** **Ajax Paving Industries of Florida, Inc.**, having submitted the lowest responsive and responsible bid is recommended for award.

**By:** \_\_\_\_\_  
Peter A. Boers, Procurement Manager

**Date:** 09/10/2019