

This CONTRACT ("Contract") is made this 28<sup>th</sup> day of October 2013, by and between the CITY OF NORTH PORT, a Municipal Corporation of the State of Florida, hereinafter referred to as the "CITY" and AJAX PAVING INDUSTRIES OF FLORIDA, LLC, hereinafter referred to as the "CONTRACTOR."

**WITNESSETH**

WHEREAS, the CITY has determined that it is necessary, expedient, and in the best interest of the CITY to reconstruct Sumter Boulevard, from Heron Creek Boulevard to City Center Boulevard, from a rural two lane roadway to an urban four lane divided roadway with raised center median, multi-use pathways on both sides of the roadway, decorative left turn lanes and crosswalks, roadway and pedestrian lighting, irrigation and landscaping and also including a similar widening of Price Boulevard for approximately one quarter mile in each direction from its intersection with Sumter Boulevard;

WHEREAS, the CITY issued a Request for Bids #2013-52, on July 18, 2013 ("RFB"); and

WHEREAS, the CITY has determined to award the bid to CONTRACTOR.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

**1. RESPONSIBILITIES OF THE CONTRACTOR:**

A. The CONTRACTOR shall be solely responsible for all duties under this Contract, including, but not limited to, the techniques, sequences, procedures and means, and for all coordination of the work.

The CONTRACTOR shall supervise and direct the work to the best of his/her ability, give it all the attention necessary for such proper supervision and direction and not employ for work on the project any person without sufficient skill to perform the job for which the person was employed.

The CONTRACTOR assumes full responsibility for acts, negligence, or omissions of all his/her employees on the project, for those subcontractors and their employees, and for those of all other persons doing work under a contract with him/her. All contracts between the CONTRACTOR and any such subcontractor as the CONTRACTOR shall hire, shall conform to the provisions of the Contract and bid documents and shall incorporate in them the relevant portions of this Contract.

B. **Furnishing of Labor and Materials:** The CONTRACTOR shall provide and pay for all labor, materials, and equipment, including tools, construction equipment and machinery, and all transportation and all other facilities and services necessary for the proper completion of the work in strict conformity with the provisions herein contained, and with the Request For Bid No. 2013-52, including the plans, specifications, and addendums and with the bid proposal submitted by the CONTRACTOR.

The CONTRACTOR represents and warrants to the CITY that all equipment and materials used in the work, and made a part of the structures thereon, or placed permanently in connection therewith, will be new unless otherwise specified in the Contract and RFB, of good quality, free of defects, and in conformity with the Contract and bid documents. It is understood between the parties thereto that all equipment and materials not in conformity are defective.

**2. INCORPORATION OF BID DOCUMENTS:**

The **Request For Bid No. 2013-52**, including the plans, specifications, and addendums, and the bid proposal submitted by the CONTRACTOR, are specifically made a part of this Contract and are incorporated herein. In the event of a conflict, the Contract shall control, followed by the RFB.

**3. CONTRACT PRICE:**

In consideration of the foregoing services, work, labor and materials to be furnished by the CONTRACTOR under this Contract, the CONTRACTOR shall receive payments in accordance with quantities and prices set forth in the forth in the Price Schedule, attached as Exhibit A, and as may be amended from time to time to account for actual field conditions.

The **CONTRACT PRICE** is **NINE MILLION THIRTY-THREE THOUSAND SIX HUNDRED THIRTY SIX DOLLARS AND FORTY CENTS (\$9,033,636.40)**.

**4. PAYMENT:**

Two (2) original requests for payment must be submitted to the City of North Port on a form approved by the CITY. Each pay request must be accompanied by written consent of the surety, when applicable, and an updated work schedule to reflect progress of work. Payment shall be subject to the approval and direction of the surety in accordance with F.S. §255.05(11). Price shall be net and all invoices payable according to the Florida Local Government Prompt Payment Act (F.S. ch. 218). Upon certification and approval by the CITY or its duly authorized agent, progress payments may be made to the CONTRACTOR upon his/her application for all services or work completed or materials furnished in accordance with the Contract. Prior to fifty percent (50%) completion, the CONTRACTOR will be paid monthly the total value of the work completed and accepted during the preceding month, less ten percent (10%) retainage. After fifty percent (50%) completion of the construction services purchased pursuant to the Contract, the CITY must reduce to five percent (5%) the amount of retainage withheld from each subsequent progress payment made to the CONTRACTOR upon request of the CONTRACTOR. For purposes of this subsection, the term "fifty percent (50%) completion" is the point at which the CITY has expended fifty percent (50%) of the total cost of the construction services purchased as identified in the Contract together with all costs associated with existing change orders and other additions or modifications to the construction services provided for in the Contract. The CITY shall inform the CONTRACTOR's Surety of any reduction in retainage. The CONTRACTOR must update each new pay request in accordance with any changes made to the previous submittal. The CITY or its duly authorized administrative agent, shall approve final payment for all work, materials and services furnished under this Contract.

Retainage may be reduced upon issuance of the Certificate of Substantial Completion by the CITY if, in the sole opinion of the CITY, sufficient progress on the schedule has been accomplished, the surety does not object, and the CITY has retained adequate coverage for the project through the achievement of Final Completion.

**5. PERFORMANCE AND PAYMENT BOND:**

The CONTRACTOR shall furnish to the CITY, prior to the commencement of operations hereunder a surety bond executed by the CONTRACTOR, and a surety bond company authorized to do business in the State of Florida, in an amount not less than one hundred percent (100%) of 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 CONTRACTOR

shall be required to record the performance bond in Sarasota County Public Records and to furnish the CITY with a certified copy before commencing work per Florida State Statute §255.05(1)(b). All bonds shall be subject to the approval of the CITY.

**6. INSURANCE:**

Before performing any Contract work, the CONTRACTOR shall procure and maintain, during the life of this Contract, the following types of insurance coverage and shall furnish certificates representing such insurance to the CITY. 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- Excellent: FSC VII." No changes are to be made to these specifications without prior written approval by the City Manager or designee. The City Manager or designee may alter the amounts or types of insurance policies required by this Contract upon agreement with CONTRACTOR.

**A. WORKERS COMPENSATION:** The CONTRACTOR shall procure and maintain during the life of this Contract Worker's Compensation Insurance for all employees to be engaged in work on the project under this Contract and, in case any such work is sublet, the CONTRACTOR shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by protection afforded by the CONTRACTOR's Workers Compensation Insurance.

Proof of such insurance shall be filed by the CONTRACTOR with the CITY within a reasonable time after the execution of this Contract. Coverage is to apply for all employees at the statutory limits provided by state and federal laws. The policy must include Employers' Liability with a limit of \$1,000,000 for each accident; \$1,000,000 each employee; and \$1,000,000 policy limit for disease.

**B. COMPREHENSIVE COMMERCIAL GENERAL LIABILITY INSURANCE:** The CONTRACTOR shall procure and maintain during the life of this Contract, a comprehensive general liability policy, including, but not limited to, 1) Independent Contractor's liability; 2) products and completed operations liability; 3) contractual liability; 4) broad form property damage liability; and 5) personal injury liability. The minimum shall be no less than \$1,000,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed ops; and \$100,000 fire damage. The City of North Port shall be named an additional insured.

**C. BUSINESS AUTOMOBILE INSURANCE:** The CONTRACTOR shall procure and maintain, during the life of this Contract, automobile liability insurance including all owned, hired, and non-owned automobiles. The minimum combined single limit per occurrence shall be no less than \$3,000,000 for bodily injury and property damage liability.

**D. ENVIRONMENTAL/POLLUTION LIABILITY:** Required when dealing with any substance as defined and regulated per Florida Statutes Ch. 487. (Pesticide Regulation and Safety). A Pollution Liability policy is required with minimum limits of \$100,000 each occurrence and \$300,000 general aggregate. Occurrence form is required.

**E. SPECIAL REQUIREMENTS:** City of North Port is to be named additional insured on the Comprehensive Commercial General Liability Policy, the Pollution Liability policy and the Business Auto Policy. Certification of same shall be required. All certificates of insurance must be on file with and approved by the CITY before commencement of any work activities under this Contract.

Any and all deductibles to the above referenced policies are to be the responsibility of the CONTRACTOR. The CONTRACTOR's insurance is considered primary for any loss, except for claims under Workers Compensation insurance, regardless of any insurance maintained by the CITY. The CONTRACTOR is responsible for all insurance policy premiums, deductibles, SIR (self-insured retentions) or any loss or portion of any loss that is not covered by any available insurance policy.

All insurance policies must be issued by companies of recognized responsibility licensed to do business in Florida and must contain a provision that prohibits cancellation unless the CITY is provided notice as stated within the policy. It is the CONTRACTOR's responsibility to provide notice to the CITY.

**G. WAIVER OF SUBROGATION:**

All required insurance policies are to be endorsed with a waiver of subrogation, except for Worker's Compensation. The insurance companies, by proper endorsement or thru other means, agree to waive all rights of subrogation against the CITY, its officers, officials, employees and volunteers, and the CITY's insurance carriers, for losses paid under the terms of these policies that arises from the contractual relationship or work performed by the CONTRACTOR for the CITY. It is the CONTRACTOR's responsibility to notify their insurance company of the Waiver of Subrogation and request written authorization or the proper endorsement. Additionally, the CONTRACTOR, its officers, officials, agents, employees, volunteers, and any subcontractors, agrees to waive all rights of subrogation against the CITY and its insurance carriers for any losses paid, sustained or incurred, but not covered by insurance, that arise from the contractual relationship or work performed. This waiver also applies to any deductibles or self-insured retentions the CONTRACTOR or its agents may be responsible for.

**H. POLICY FORM:**

1. All policies required by this Contract, with the exception of Workers Compensation, or unless specific approval is given by Risk Management through the CITY's Purchasing Office, are to be written on an occurrence basis, and shall name the City of North Port, its Commissioners, officers, agents, employees and volunteers 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 North Port, its Commissioners, officers, agents, employees or volunteers.

2. Insurance requirements itemized in this Contract, and required of the CONTRACTOR, shall be provided by or 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.

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. Be endorsed to state that coverage shall not be suspended, voided or cancelled by either party except after notice is delivered in accordance with the policy provisions. The CONTRACTOR is to notify the City Purchasing Office by written notice via certified mail, return receipt requested.

4. The CITY 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, whether or not the CITY is an insured under the policy.

7. Claims Made Policies will be accepted for hazardous materials and such other risks as are authorized by the CITY's Purchasing Office. 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 (2) 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.

8. Certificates of Insurance evidencing Claims Made or Occurrences form coverage and conditions to this Contract, as well as the contract number and description of work, are to be furnished to the CITY's Purchasing Office (4970 City Hall Boulevard, Suite 337, North Port, FL 34286) 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 the CITY's Purchasing Office 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 insurance company and the CITY's Purchasing Office as soon as practicable after notice to the insured.

**7. SUBCONTRACTORS:**

A list of all subcontractors shall be furnished to the CITY prior to any payments against the Contract. All subcontractors are subject to CITY approval.

**8. CONTRACT TIME:**

The CONTRACTOR specifically agrees that it will commence operations within a mutually agreed upon time following notification by the CITY to commence work and that all work to be performed under the provisions of this Contract shall be completed not more than **390 calendar days** from the notice to proceed to Final Acceptance. Exceeding these **390 days** shall be only permitted only for delays caused through no fault of the CONTRACTOR. All such extensions to the Contract time for permitted delays shall be by change order and signed by the CITY. The work will be substantially complete within **360 calendar days** with final completion within **30 calendar days** after attaining Substantial Completion. Time is of the essence in the performance of this Contract. The CONTRACTOR has **390 calendar days** to complete the entire Contract, which includes the **30 days** allowed for the inspection time, presentation of final documents and demobilization from the project site.

**9. COMPLETION BY THE CITY ON CONTRACTOR'S DEFAULT:**

Should the CONTRACTOR, at any time during the progress of the work, in the opinion of the CITY, refuse or neglect to supply proper or sufficient materials or workmen, or should suspend work, except through stress of weather, on any working day, or should the CONTRACTOR be adjudged to be bankrupt or make a general assignment for the benefit of creditors, or should a Receiver be appointed for the CONTRACTOR, the CITY shall

have the right, and is hereby authorized except as otherwise agreed, on giving thirty (30) calendar days written notice of its intention, mailed to the CONTRACTOR at his office address, to itself provide labor and materials and proceed with and furnish the work and the CONTRACTOR shall be liable to the CITY for all resulting costs, damages, and expenses.

The CITY may, however, for the causes mentioned above, at its option after thirty (30) calendar days written notice mailed to the CONTRACTOR as aforesaid, terminate the employment of the CONTRACTOR for any or all of the work and enter upon the premises and take possession, for the purpose of completing such work, of all materials, tools, appliances thereon, and employ any other person or persons to finish the work, and provide the materials and labor therefore, and in case of such discontinuance of the employment of the CONTRACTOR, the CONTRACTOR shall not be entitled to receive any further payments hereunder, until the work shall be wholly finished, at which time the CONTRACTOR shall be paid whatever balance is found to be due to it for amounts expended either for labor, materials, payments to subcontractors, or otherwise, plus the CONTRACTOR's percentage of profit as shall be certified by the CITY, less however, such expenses or damages as the CITY may suffer by so completing the work.

It is understood and agreed that, should the expense to the CITY in completing the Contract be increased by reason of such discontinuance of the employment of the CONTRACTOR, the CONTRACTOR shall be responsible to the CITY for such entire increase, in addition to the other expenses or damages referred to herein.

**10. LIQUIDATED DAMAGES:**

The work shall be completed within the contract time specified. The contract time shall include the preparation, submittal, review and approval of submittals, delivery of materials, and construction, assembly, adjustment and placement into service for beneficial use of all facilities covered under this Contract.

For this Contract, regardless of whether the contract time is stipulated in calendar days or working days, default days will be counted in calendar days. If the CONTRACTOR or, in case of its default, the surety, fails to complete the work within the time stipulated in the Contract, or within such extra time that the CITY may have granted, the CONTRACTOR or, in case of its default, the surety shall pay to the CITY, not as a penalty, but as liquidated damages, the amount of \$3,226 per calendar day in which work is not completed.

The CITY has the right to apply, as payment on such liquidated damages, any money the CITY owes the CONTRACTOR.

The CITY does not waive its right to liquidated damages due under the Contract by allowing the CONTRACTOR to continue and finish the work, or any part of it, after the expiration of the Contract Time including granted time extensions.

In the case of a default of the Contract and the completion of the work by the CITY, the CONTRACTOR and his surety are liable for the liquidated damages under the Contract, but the CITY will not charge liquidated damages for any delay in the final completion of the CITY's performance of the work due to any unreasonable action or delay on the part of the CITY.

The CITY considers the Contract complete when the CONTRACTOR has completed all work and the CITY has accepted the work. The CITY will then release the CONTRACTOR from further obligation except as set forth in its bond.

**11. INDEMNITY:**

The CONTRACTOR shall pay on behalf of or indemnify and hold harmless the CITY, its commissioners, officers, and employees, from and against any and all liabilities, damages, losses and costs (including reasonable attorneys' fees, whether such fees are incurred in negotiations, collection of attorneys' fees or at the trial level or on appeal), which may arise out of any negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR (or CONTRACTOR's officers, subcontractors, sub-subcontractors, materialmen, or the employees, or agents of any one of them, if any) in the performance or the failure to perform under the terms of the Contract.

In the event of a claim, the CITY shall promptly notify the CONTRACTOR in writing by prepaid certified mail (return receipt requested), or by delivery through any nationally recognized courier service (such as Federal Express or UPS) which provides evidence of delivery, at the address in Section 18. Notification may also be provided by fax transmission to the fax number in Section 18, if provided.

The CITY shall provide all available information and assistance that the CONTRACTOR may reasonably require regarding any claim. This agreement for indemnification shall survive termination or completion of the Contract. The insurance coverage and limits required in this Contract may or may not be adequate to protect the CITY and such insurance coverage shall not be deemed a limitation on the CONTRACTOR's liability under the indemnity provided in this section. In any proceedings between the parties arising out of or related to this Indemnity provision, the prevailing party shall be reimbursed all costs, expenses and reasonable attorney fees through all proceedings (at both trial and appellate levels).

**12. TERMINATION:**

The CITY shall have the right at any time upon thirty (30) calendar days written notice to CONTRACTOR to terminate the services of CONTRACTOR and, in that event, CONTRACTOR shall cease work and shall deliver to the CITY all documents (including reports, designs, specifications, and all other data) prepared or obtained by CONTRACTOR in connection with its services. Upon delivery of the documents, the CITY shall pay the CONTRACTOR in full settlement of all claims by it hereunder as the work actually completed bears to the entire work under the Contract, as determined by the CITY, less payments already made to the CONTRACTOR, and any amounts withheld by the CITY to settle claims against or to pay indebtedness of the CONTRACTOR in accordance with the provisions of the Contract.

CONTRACTOR shall have the right to terminate services only in the event of the CITY failing to pay CONTRACTOR's properly documented and submitted invoice within ninety (90) calendar days of the approval by the CITY'S Administrative Agent, or if the project is suspended by the CITY for a period greater than ninety (90) calendar days.

The CITY reserves the right to immediately terminate and cancel this Contract in the event CONTRACTOR shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors.

**Funding in Subsequent Fiscal Years:** It is expressly understood by the CITY and the CONTRACTOR that funding for any successive fiscal years of the Contract is contingent upon appropriation of monies by the City Commission. In the event that funds are not available or appropriated, the CITY reserves the right to terminate the Contract. The CITY reserves the right at renewal time to add and/or delete locations from the original contract based on the funding available. The CITY will be responsible for payment of any outstanding invoices and work completed by the vendor prior to such termination.

**Scrutinized Company:** The City Manager or designee may terminate the Contract upon five (5) calendar days notice at the CITY's sole option if the CONTRACTOR has been found to have submitted a false certification as provided under §287.135(5), Florida Statutes, or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list as defined in Florida Statutes §215.473.

**13. DEFAULT:**

In the event CONTRACTOR breaches this Contract, the CITY shall provide written notice of the breach and CONTRACTOR shall have 10 days from the date the notice is received to cure. If CONTRACTOR fails to cure within the 10 days, the CITY shall have the right to immediately terminate the Contract and/or refuse to make any additional payment, in whole or in part, and, if necessary, may demand the return of a portion or the entire amount previously paid to CONTRACTOR due to:

- A. The quality of a portion, or all of CONTRACTOR's work not being in accordance with the requirements of this Contract;
- B. The quantity of CONTRACTOR's work not being as represented in Payment Request, or otherwise;
- C. CONTRACTOR's rate of progress being such that, in the CITY'S opinion, substantial or final completion, or both, may be inexcusably delayed;
- D. CONTRACTOR's failure to use contract funds, previously paid CONTRACTOR by the CITY, to pay CONTRACTOR's project related obligations including, but not limited to, subcontractors, laborers and material and equipment suppliers;
- E. Claims made, or likely to be made, against the CITY or its property;
- F. Loss caused by CONTRACTOR;
- G. CONTRACTOR's failure or refusal to perform any of the obligations to the CITY, after written notice and a reasonable opportunity to cure as set forth above.

In the event that the CITY makes written demand upon CONTRACTOR for amounts previously paid by the CITY as contemplated in the clause, CONTRACTOR shall promptly comply with such demand. The CITY'S rights hereunder survive the term of this Agreement, and are not waived by final payment and/or acceptance.

Violation of any local, state or federal law in the performance of this Contract shall constitute a material breach of this Contract.

**14. INDEPENDENT CONTRACTOR:**

The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Contract, an independent contractor, and not an employee, agent or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the CITY shall be that of an independent contractor and not as employees or agents of the CITY. The CONTRACTOR does not have the power or authority to bind the CITY in any promise, agreement or representation other than as specifically provided for in this Contract. The CONTRACTOR shall not pledge the CITY'S credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

**15. LICENSES AND PERMITS/CONSTRUCTION LAWS AND REGULATIONS:**

The CONTRACTOR shall pay all taxes required by law in connection with its performance of this Contract including sales, use, and similar taxes, and unless mutually agreed to in writing to the contrary, shall secure all licenses and permits necessary for proper completion of the work, paying any fees therefore. The CONTRACTOR shall comply with all laws and ordinances, and the rules, regulations, and orders of all public authorities relating to the performance of the work herein. If any of the Contract documents are at variance therewith, the CONTRACTOR shall notify the CITY promptly on the discovery of such variance.

**16. DIRECT PURCHASE:**

The CITY reserves the right, at the CITY's sole option, to utilize the Purchasing Department's direct purchase order system. Direct purchase orders may be issued for applicable supplies and equipment to utilize in this project in order to recover applicable sales tax on these purchase orders. If the CITY uses a direct purchase, the price of this Contract shall be adjusted accordingly.

**17. AMENDMENT:**

This Contract constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No amendment, change or addendum to this Contract is enforceable unless agreed to in writing by both parties and incorporated into this Contract. The City Manager or designee may agree to amendments that do not increase compensation to CONTRACTOR. The City Commission shall approve all increases in compensation under this Contract.

**18. NOTICES:**

Any notice, demand, communication, or request required or permitted hereunder shall be sent by certified mail, return receipt requested, and shall be mailed to:

**As to CITY**

Ben Newman, Project Engineer  
City of North Port  
1100 North Chamberlain Blvd  
North Port, Florida 34286  
(941) 240-8320  
Fax (941) 240-8073

**As to CONTRACTOR**

Christie Alvaro, Asst. Corp. Sec.  
Ajax Paving Industries of FL, LLC  
510 Gene Green Road  
Nokomis, Florida 34275  
(941) 486-3600  
Fax: (941) 486-3500

Notices shall be effective when received at the addresses specified above. Changes in the respective addresses which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received after 5:00 pm or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein. Nothing in this Section shall be construed to restrict the transmission of routine communications between representatives of **CONTRACTOR** and **CITY**.

**19. WAIVER:**

A waiver by either **CITY** or **CONTRACTOR** of any breach of this Contract shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

**20. ATTORNEY'S FEES:**

In any proceedings between the parties arising out of or related to this Agreement, the prevailing party shall be reimbursed all costs, expenses and reasonable attorney fees through all proceedings (at both trial and appellate levels).

**21. VENUE AND CHOICE OF LAW:**

The rights, remedies and obligations of the parties under this Contract shall be governed by the laws of the State of Florida and the venue for any legal or judicial proceedings in connection with the enforcement or interpretation of this Contract shall be in Sarasota County, Florida.

**22. SEVERANCE:**

The invalidity, illegality, or unenforceability of any provision of this Contract, or the occurrence of any event rendering any portion or provision of this Contract void, shall in no way affect the validity or enforceability of any other portion or provision of the contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void.

**23. PARAGRAPH HEADINGS:**

Paragraph headings are for the convenience of the parties and for the reference purposes only and shall be given no legal effect.

**24. MBE/WBE:**

**CONTRACTOR** is encouraged to subcontract to certified minority business/women business enterprises firms or show good faith effort.

**25. VALUE ENGINEERING PROPOSAL:**

The **CONTRACTOR** may offer Value Engineering Proposals ("VEP") for completing the work using different means and methods than specified in this Contract. The **CITY** will review and provide written comments to each VEP provided by the **CONTRACTOR**. The **CONTRACTOR** shall not be compensated for the preparation of a VEP.

**26. ENTIRE AGREEMENT:**

This Contract (with all referenced exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement of both parties, superseding all oral or written previous and contemporary agreements between the parties relating to matters set forth in this Contract.

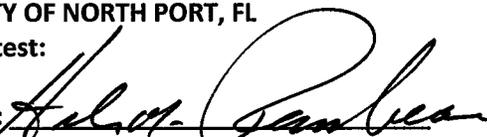
City of North Port  
Contract No. 2013-52

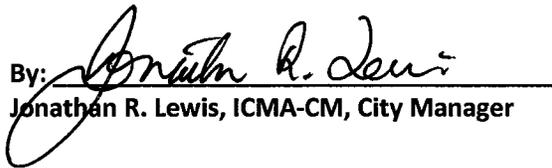
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IN WITNESS WHEREOF, the parties have hereto caused the execution of these documents, the year and date first above written.

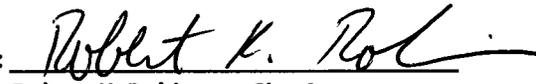
CITY OF NORTH PORT, FL

Attest:

By:   
Helen Raimbeau, City Clerk, MMC

By:   
Jonathan R. Lewis, ICMA-CM, City Manager

APPROVED AS TO FORM AND CORRECTNESS:

By:   
Robert K. Robinson, City Attorney

CONTRACTOR **AJAX PAVING INDUSTRIES OF FLORIDA, LLC**

Witness:   
Daniel Sardella

By: 

Christie Alvaro

Print Name

Asst. Corp. Secretary

Title

AJAX PAVING INDUSTRIES OF FLORIDA, LLC  
510 GENE GREEN ROAD  
NOKOMIS, FL 34275-3624  
PHONE: 941-486-3600  
FAX: 941-486-3500

**EXHIBIT A**  
**PRICE SCHEDULE**

**BID PRICE SCHEDULE**

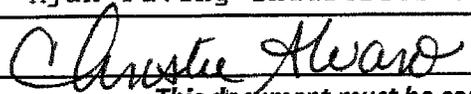
*Bidder should not reference the words "No Charge, N/A, included, dash, etc." on any of the line items. Bidder must identify a monetary amount for each line item. If vendor is not providing a bid price for an item, zero (0) must be designated on that line item. Failure to identify a monetary amount for each item may cause bidder's to be deemed non-responsive and bid response be rejected. Unit Price **MUST NOT** be left blank.*

The undersigned, as Bidder, hereby declare that he has carefully read this bid and the provisions, terms and conditions concerning the equipment, materials, supplies or services as called for, and with full knowledge and understanding of the requirements and conditions, do hereby agree to furnish and to deliver as indicated, F.O.B DESTINATION, City Facility Location, with all transportation charges prepaid, and any other documentation for **SUMTER BOULEVARD PHASE IIIA WIDENING PROJECT** and further agrees to furnish all items listed on the Bid Form below in accordance with the unit price(s) submitted. The above specified documents are herein incorporated into the Bid Form and shall be defined as the contract documents.

It is understood that the foregoing quantities are approximate only and are solely for the purpose of facilitating the comparison of bids, and that the Contractor's compensation will be computed upon the basis of the actual quantities in the completed work, whether they be more or less than those shown.

Item	Unit of Measure	Estimated Quantities	Unit Cost	Extended Cost
<b>ROADWAY</b>				
As-built Survey	LS	1		21,775.00
Mobilization	LS	1		472,000. <sup>00</sup>
Maintenance of Traffic	LS	1		243,500. <sup>00</sup>
Traffic Control Officer	MH	120	41.37	4964.40
Work Zone Signs	ED	7,852	0.33	2591.16
Business Signs	EA	8	87.10	696.80
Barrier Wall (Temporary) (Low Profile Conc.)	LF	252	58.71	14,794.92
Barricade (Temporary) Type II	ED	83,013	0.13	10,791.69
High Intensity Flashing Lights	ED	2,480	0.22	545.60
Variable Message Sign	ED	1,440	13.07	18,820.80
Temporary Signalization and Maintenance of Intersection	ED	720	2.72	1958.40
Temporary Traffic Detection and Maintenance of Intersection	ED	153	35.58	5443.74
Prevention, control & Abatement of Erosion and Water Pollution	LS	1		272.20
Sediment Barrier	LF	19,920	0.60	11,952.00

COMPANY: Ajax Paving Industries of Florida, LLC.

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 Christie Alvaro, Asst. Corp. Sec.

Item	Unit	Estimated Quantities	Unit Cost	Extended Cost
Staked Turbidity Barrier (Standard)	LF	160	7.62	1219.20
Inlet Protection System	EA	102	92.55	9440.10
Field Office	LS	1		31,847.44
Clearing & Grubbing	AC	35.07	2749.27	96,416.90
Removal of Existing Concrete Pavement	SY	5,540	8.11	44,929.40
Mailbox (Furnish & Install)	EA	9	157.88	1420.92
Regular Excavation	CY	14,970	11.08	165,867.60
Embankment	CY	43,042	24.53	1,055,820.26
Type B Stabilization	SY	71,477	4.14	295,914.78
Optional Base, Base Group 06	SY	54,088	11.80	638,238.40
Milling Exist Asph Pavt, 1.5" Avg Depth	SY	2,847	3.86	10,989.42
Superpave Asphaltic Concrete (Traffic B)	TN	4,473.8	88.71	396,870.80
Asphalt Concrete Friction Course - FC-2 (1-1/2")	TN	4,716.2	103.53	488,268.19
Miscellaneous Asphalt Pavement	TN	1.5	107.19	160.79
Cement Concrete Pavement, Reinforced 8"	SY	6,699	99.19	664,473.81
Conc. Class NS, Gravity Wall	CY	33.8	544.40	18400.72
Conc. Class I, Endwalls	CY	8.5	435.52	3701.92
Inlets (Valley Gutter) (<10')	EA	5	2177.60	10,888.00
Inlets (Curb Type P-5) (<10')	EA	42	2376.85	99,827.70
Inlets (Curb Type P-6) (<10')	EA	12	2526.02	30,312.24
Inlets (Curb Type J-5) (<10')	EA	4	2912.54	11,650.16
Inlets (Curb Type J-6) (<10')	EA	1	3049.73	3049.73
Inlets (Ditch Bottom Type C) (<10')	EA	3	938.55	2815.65
Inlets (Ditch Bottom Type C) MODIFIED	EA	4	<del>973.39</del> 973.39	3893.56
Inlets (Ditch Bottom Type D) (<10')	EA	3	1666.95	5000.85
Inlets (Ditch Bottom Type D) (<10') J BOT	EA	2	1330.52	2661.04
Inlets (Ditch Bottom Type D) MODIFIED	EA	10	2526.02	25,260.20
Inlets (Ditch Bottom Type E) MODIFIED	EA	1	1517.79	1517.79
Inlets, Closed Flume	EA	3	1088.80	3266.40
Manholes (Type P-8) (<10')	EA	9	1745.35	15,708.15
Manholes (Type J-8) (<10')	EA	1	2944.12	2944.12
Manholes (Adjust) (Utility)	EA	2	326.64	653.28
Valve Boxes (Adjust)	EA	32	217.76	6968.32
Water Meters (Adjust)	EA	10	304.86	3048.60
Yard Drains	EA	4	326.64	1306.56
Drainage Structure - Modify	EA	2	1088.80	2177.60

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Item	Unit of Measure	Estimated Quantities	Unit Cost	Extended Cost
Pipe Culv. Optional Material (15" Storm Sewer)	LF	120	21.78	2613.60
Pipe Culv. Optional Material (18" Storm Sewer)	LF	3,587	32.12	115,214.44
Pipe Culv. Optional Material (24" Storm Sewer)	LF	1,529	36.47	55,762.63
Pipe Culv. Optional Material (30" Storm Sewer)	LF	1,545	43.55	67,284.75
Pipe Culv. Optional Material (36" Storm Sewer)	LF	52	60.97	3170.44
Pipe Culv. Optional Material (14" X 23" Storm Sewer)	LF	543	35.93	19,509.99
Pipe Culv. Optional Material (19" X 30" Storm Sewer)	LF	824	43.01	35,440.24
Pipe Culv. Optional Material (24" X 38" Storm Sewer)	LF	399	66.42	26,501.58
Pipe Culv. Optional Material (29" X 45" Storm Sewer)	LF	151	96.36	14,550.36
PVC. Pipe Culv. (15" Storm Sewer)	LF	190	23.95	4550.50
Mitered End Section (15")	EA	10	598.84	5988.40
Mitered End Section (18")	EA	24	653.28	15,678.72
Mitered End Section (24")	EA	3	762.16	2286.48
Mitered End Section (14" X 23")	EA	5	740.38	3701.90
Mitered End Section (19" X 30")	EA	8	773.05	6184.40
Mitered End Section (24" X 38")	EA	9	3725.88	33,532.92
Mitered End Section (29" X 45")	EA	4	4125.47	16,501.88
Underdrain ( Type V) - 6"	LF	7,403	32.66	241,781.98
Underdrain ( Type V) - 8"	LF	1,614	38.11	61,509.54
Underdrain Clean Out	EA	73	277.64	20,267.72
Underdrain Outlet Pipe (6") (SDR 26 PVC)	LF	1,043	7.62	7947.66
Underdrain Outlet Pipe (8") (SDR 26 PVC)	LF	742	9.80	7271.60
Pedestrian/Bicycle Railing (Alum. Only) (54" Picket Rail)	LF	316	63.15	19,955.40
Concrete Curb & Gutter, Type F	LF	31,312	8.98	281,181.76
Concrete Valley Gutter	LF	2,631	19.33	50,857.23
Traffic Separator Concrete - Type IV, 4' Wide	LF	1,783	28.25	50,369.75
Sidewalk Concrete, 4" Thick	SY	13,861	27.00	374,277.00
Sidewalk Concrete, 6" Thick	SY	333	30.87	10,279.71
Concrete Ditch Pavement, Non Reinforced, 3"	SY	197	39.47	7775.59
Riprap, Rubble, F&I, Ditch Lining	TN	287.2	108.88	31,270.34
Guardrail, Roadway, W-Beam	LF	37.5	26.13	979.88
Guardrail, Removal	LF	50.0	5.44	272.00

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Item	Unit of Measure	Estimated Quantities	Unit Cost	Extended Cost
Guardrail End Anchorage Assembly - Flared	EA	1.0	2286.48	2286.48
Performance Turf, Sod	SY	67,929	1.71	116,158.59
Shrubs - Dianella Tasmanica "Blushy"	EA	472	9.80	4625.60
Shrubs - Galphimia Glauca	EA	259	8.71	2255.89
Shrubs - Myrica Cerifera	EA	15	8.71	130.65
Shrubs - Arachis Glabrata "Arblick"	EA	4,383	3.81	16,699.23
Trees - Bucida Buceras "Shady Lady"	EA	2	315.75	631.50
Trees - Gordonia Lasianthus	EA	4	299.42	1197.68
Trees - Liquidambar Styraciflua	EA	44	293.98	12,935.12
Trees - Quercus Virginiana "Highrise"	EA	190	315.75	59,992.50
Trees - Sabal Palmetto Slick Trunk	EA	33	152.43	5030.19
Trees - Ulmus Parvifolia "Allee"	EA	41	348.42	14,285.22
Deep Root Barrier	LF	1,475	6.53	9631.75
Irrigation System	LS	1		199,190.74
Sign Single Post (Less Than 12 sq. ft.)	AS	79	326.64	25,804.56
Sign Single Post (12 - 20 sq. ft.)	AS	11	1497.10	16,468.10
Sign Multi-Post (50 sq. ft. or less)	AS	1	4110.93	4110.93
Marker Object (Post Mounted) (Type End of Road)	EA	9	190.54	1714.86
Tubular Delineator (Flexible)	EA	6	49.00	294.00
Retro-Reflective Pavement Markers	EA	991	4.90	4855.90
Reflective Paint (Island Nose) (White)	SY	6	10.89	65.34
Reflective Paint (Island Nose) (Yellow)	SY	158	10.89	1720.62
6" Solid Traffic Stripe, Thermoplastic (White)	NM	5.11	5444.01	27,818.89
8" Solid Traffic Stripe, Thermoplastic (White)	LF	1,098	1.63	1789.74
12" Solid Traffic Stripe, Thermoplastic (White)	LF	2,042	2.18	4451.56
18" Solid Traffic Stripe, Thermoplastic (White)	LF	434	4.36	1892.24
24" Solid Traffic Stripe, Thermoplastic (White)	LF	482	2.72	1311.04
6" 10/30 Skip Traffic Stripe, Thermoplastic (White)	GM	2.77	2722.00	7539.94
6" Dotted/Guideline 2/4 Skip Traffic Stripe, Thermoplastic (White)	LF	44	1.36	59.84
Pavement Message, Thermoplastic	EA	8	217.76	1742.08
Directional Arrow, Thermoplastic	EA	75	81.66	6124.50
6" Solid Traffic Stripe, Thermoplastic (Yellow)	NM	3.98	5444.01	21,667.16
8" Solid Traffic Stripe, Thermoplastic (Yellow)	LF	219	1.63	356.97
18" Solid Traffic Stripe, Thermoplastic (Yellow)	LF	407	4.36	1774.52
Bus Stop Bench (2 per Pavillion)	EA	4	2885.32	11,541.28

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Item	Unit of Measure	Estimated Quantities	Unit Cost	Extended Cost
Trash Receptacle	EA	2	2155.80	4311.60
Bike Rack	EA	2	822.04	1644.08
SCAT shelter	EA	6	11,568.51	69,411.06
SCAT shelter (Relocate)	EA	2	2395.36	4790.72
Sign- Trail Signs	EA	20	843.82	16876.40
Mile Markers	EA	8	1279.34	10,234.72
<b>UTILITIES</b>				
10" Gate Valve - for Potable Water Main	EA	1	1984.88	1984.88
12" Gate Valve - for Reclaimed Water Main	EA	3	2176.51	6529.53
4" Sleeve for future connection (SDR 26 PVC)	LF	4917	6.53	32,108.01
6" DR-18 PVC Water Main	LF	10	17.42	174.20
10" DR-18 PVC Water Main	LF	134	22.86	3063.24
12" DR-18 PVC Water Main	LF	180	28.85	5193.00
6" DR-18 PVC Reclaimed Water Main	LF	32	16.33	522.56
12" DR-18 PVC Reclaimed Water Main	LF	1140	28.85	32,889.00
8" DR-18 PVC Sanitary Sewer Force Main	LF	1049	17.42	18,273.58
10" DR-18 PVC Sanitary Sewer Force Main	LF	48	22.86	1,097.28
12" DR-18 PVC Sanitary Sewer Force Main	LF	917	28.85	26,455.45
Cut and Connect to Existing 8" Force Main	EA	4	1895.60	7582.40
Cut and Connect to Existing 10" Force Main	EA	2	1978.35	3956.70
Cut and Connect to Existing 12" Force Main	EA	10	2120.98	21,209.80
12" X 10" Tapping Sleeve - for Potable Water Main	EA	1	4288.79	4288.79
Relocate existing Fire Hydrant	EA	1	1959.84	1959.84
Cut and Connect to Existing 10" Water Main	EA	3	1978.35	5935.05
Cut and Connect to Existing 12" Water Main	EA	8	2120.98	16,967.84
Cut and Connect to Existing 6" Reclaimed Water Main	EA	2	1318.54	2637.08
Cut and Connect to Existing 12" Reclaimed Water Main	EA	2	2120.98	4241.96
<b>LIGHTING QUANTITIES</b>				
Directional Bore	LF	1874	30.32	56,819.68
12' MH Lighting Pole Complete (Single 2' ARM) (Aluminum)	EA	108	4518.53	488,001.24
30' MH Lighting Pole Complete (Single 6' ARM) (Aluminum)	EA	55	9309.25	512,008.75

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Item	Unit of Measure	Estimated Quantities	Unit Cost	Extended Cost
Conductor - Insulated #6	LF	53267	0.93	49,538.31
Conductor - Insulated #4	LF	43030	1.36	58,520.80
Conduit Underground PVC SCH 40 - 2"	LF	23874	4.36	104,090.64
Signal, Electrical Power Srv, Underground	AS	2	1076.82	2153.64
Load Center (Secondary Voltage)	EA	2	7485.51	14,971.02
Pull Box - Roadside	EA	59	342.97	20,235.23
<b>SIGNAL QUANTITIES</b>				
Directional Bore, 6" to < 12"	LF	345	45.73	15,776.85
Conduit-Signals, F&I, Underground	LF	1420	4.63	6574.60
Cable, Signal, Furnish & Install	PI	1	6913.89	6913.89
Pull & Junction Boxes, F&I, Pull Box	EA	11	560.73	6168.03
Signal, Electrical Power Srv, Underground	AS	1	2052.39	2052.39
Signal, Electrical Service Wire	LF	90	1.36	122.40
Aluminum Signals Pole, Pedestal	EA	8	952.70	7621.60
M/Arm, F&I, WS-130, Single Arm, w/ LU 36	EA	1	25369.07	25369.07
M/Arm, F&I, WS-130, Single Arm, w/ LU 60	EA	3	33916.16	101,748.48
Traf Signal, F&I, 3 Sect, 1 Way, Aluminum	AS	9	1061.58	9554.22
Traf Signal, F&I, 5 Sect, 1 Way, Aluminum	AS	4	1976.17	7904.68
Pedestrian Signal, F&I, LED-Count Dwn, 1	AS	8	538.96	4311.68
Vehicle Detector Assemblies, F&I, Emergency Pre-emption	EA	4	2368.14	9472.56
Vehicle Detector Assemblies, F&I, Video	EA	4	5825.09	23300.36
Ped Det, F&I, Pole Mounted Det. Sta. & Sign	EA	8	168.76	1350.08
Controller Assembly	AS	1	27,192.81	27,192.81
Signal Head Traffic Assembly Removal	EA	8	11.70	93.60
Signal Pedestrian Assembly Removal	EA	8	18.24	145.92
Signal Pedestal Removal	EA	2	108.88	217.76
Pole Removal, Shallow, Bolt on Attachment	EA	4	1633.20	6532.80
Controller Assembly, Remove, Complete	EA	1	489.96	489.96
Detector Vehicle Assembly Remove	EA	4	27.22	108.88
Detector Pedestrian Assembly Remove	EA	8	10.89	87.12
Conduit & Cabling Remove	PI	1	272.20	272.20
Signal Equipment Miscellaneous Remove	PI	1	280.37	280.37
Internal Illum Sign, F&I, Street Name	EA	4	2313.70	9254.80
Sign Panel, F&I, 15 sf or <	EA	1	408.30	408.30
			<b>TOTAL BID PRICE</b>	<b>\$9,033,636.40</b>

COMPANY: Ajax Paving Industries of Florida, LLC.

SIGNATURE: Christie Alvaro Christie Alvaro, Asst. Corp. Sec.

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***The Future is Riding on Ajax.™***

September 9, 2013

City of North Port  
Attn: Alla V Skipper, CPPB, Contract Specialist  
Purchasing Department  
4970 City Hall Boulevard  
North Port, Florida 34286

Re: Sumter Boulevard Phase IIIA Widening Project  
RFB No. 2013-52

Alla:

Please find enclosed two (2) original signed contracts for the aforementioned project. Please also find a Resolution of the Board of Directors evidencing Christie Alvaro's authority to enter into contracts. I will forward you a certificate of insurance, and "recorded" performance and payment bonds as soon as possible.

Should you have any questions, or require further assistance, please feel free to call me at 941-486-3600. We look forward to working with the City of North Port on this project.

Thank you,

Daniel Sardella  
Ajax Paving Industries of Florida, LLC.

**Ajax Paving Industries of Florida, LLC**  
510 Gene Green Road, Nokomis, FL 34275

Main: 941-486-3600 Fax: 941-486-3500  
[www.ajaxpaving.com](http://www.ajaxpaving.com)

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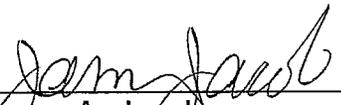


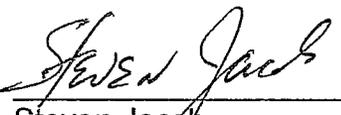
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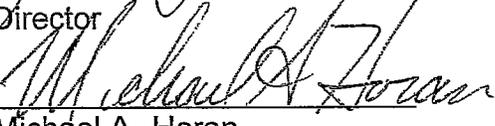
**RESOLUTION OF THE BOARD OF DIRECTORS OF**

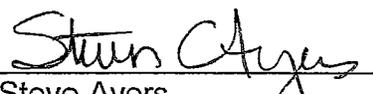
**AJAX PAVING INDUSTRIES OF FLORIDA, LLC**

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

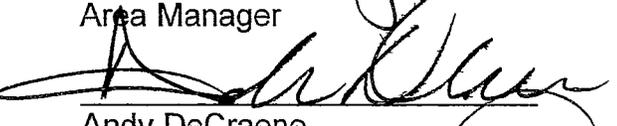
  
James A. Jacob  
Chief Executive Officer/Manager/  
Director

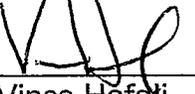
  
Steven Jacob  
Director

  
Michael A. Horan  
President / Member

  
Steve Ayers  
Area Manager

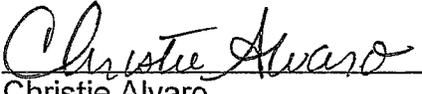
  
Mark O. Minich  
Executive Vice President

  
Andy DeCraene  
Area Manager

  
Vince Hafeli  
Vice President

  
Scott Pittman  
Area Manager

  
Roy Patrick  
Vice President

  
Christie Alvaro  
Assistant Secretary

  
Jason Wescoat  
Assistant Secretary

  
Ingrid Delaney  
Assistant Secretary

**Ajax Paving Industries of Florida, LLC**

510 Gene Green Road, Nokomis, FL 34275

Expires: Perpetual  
2/26/13 Gshd/Ajaxforms/Resolution/AjaxLLC

Main: 941-486-3600 Fax: 941-486-3500

[www.ajaxpaving.com](http://www.ajaxpaving.com)

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