



BID DOCUMENTS for ITB #24-14

PAVING, STRIPING, AND SIDEWALKS ON FRED CONNER STREET

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**CITY OF AVON PARK, FLORIDA
PAVING, STRIPING, AND SIDEWALKS ON FRED CONNER STREET
INVITATION TO BID #24-14**

Sealed bids will be received by the City Clerk, City Hall, City of Avon Park, 110 East Main Street, Avon Park, FL 33825 until Tuesday, November 12, 2024 no later than 2:00 p.m., at which time and place, bids received will be publicly opened in the basement conference room at City Hall and read aloud for the following: PAVING, STRIPING, AND SIDEWALKS, ON FRED CONNER STREET. The City of Avon Park will not accept bids from bidders which arrive after 2:00 P.M. on Tuesday, November 12, 2024. A Mandatory Pre-Bid Conference will be held at the City Hall Conference Room located at 110 E. Main Street, Avon Park, FL 33825 on Thursday, October 24, 2024 at 2:00 P.M.

BID DOCUMENTS Bid Documents may be requested by visiting the City of Avon Park website at: <http://www.avonpark.city/rfps> or by contacting Andy Mogle (amogle@avonpark.city). Bid Documents may also be found on DemandStar.com. Bid Documents are required for bid submittal.

ADDENDA It is the Bidder's responsibility to check the Website at <http://www.avonpark.city/rfps> or by contacting Andy Mogle (amogle@avonpark.city) prior to submitting a bid to ascertain whether any addenda have been issued, to obtain all such addenda and acknowledge the addenda with the submitted bid. All questions shall be directed to Andy Mogle in writing and will be accepted for addenda until Friday, November 1, 2024 at 4:00 PM in order to provide sufficient time for the City to respond appropriately to addenda. The failure of a Bidder to submit acknowledgement of any addendum that affects the bid price(s) may be considered an irregularity and may be cause for rejection of the bid.

INSURANCE & SAFETY REQUIREMENTS The insurance requirements shall be found in these Bid Documents.

BONDS A (5%) five percent bid bond or security will be required as well as a (100%) one hundred percent payment and performance bond(s). See Bid Documents.

**CITY OF AVON PARK, FLORIDA
INVITATION TO BID #24-14
PAVING, STRIPING, AND SIDEWALKS ON FRED CONNER STREET
TERMS AND CONDITIONS**

1. SUBJECT TO THESE TERMS

All bids provided to the City of Avon Park (hereinafter "City") are subject to the terms and conditions specified herein. Bids which do not comply with these conditions are subject to rejection. These Terms and Conditions are subject to the order of precedence in section 2 of this document.

2. ORDER OF PRECEDENCE

2.1 If a conflict arises between these Terms and Conditions, the following Order of Precedence will apply:

- 2.1.1 Laws of Florida as applied to municipal purchasing including without limitation, Florida Statutes Title XIX, "Public Business", sections 255.0518 "Public bids: bid opening"; and 255.20 "Local bids and contracts for public construction works: specification of state-produced lumber;"
- 2.1.2 City Purchasing Manual adopted by section 2-330 Code of Ordinances of the City of Avon Park, hereinafter "Purchasing Manual", and other applicable ordinances and resolutions;
- 2.1.3 Special Conditions, Supplemental Instructions, and Addenda;
- 2.1.4 Written and fully executed Formal Contract between City and Contractor;
- 2.1.5 Detailed Scope of and Specifications for Work on Project (Exhibit in Formal Agreement); and
- 2.1.6 These Terms and Conditions.

3. CONTRACT FORMS

Any agreement, contract or purchase order resulting from the acceptance of a bid shall be in a form as approved by the City. All formal contracts shall be approved by the City Attorney.

4. BID DELIVERY AND SUBMISSION REQUIREMENTS

4.1 Bid documents shall be submitted in triplicate (one original and 2 photocopies) on the bid forms provided by the City. All blank spaces in the bid forms shall be filled in legibly and correctly in ink. The bidder shall supply one electronic copy of the bid documents on a flash drive in

.PDF format. The bidder shall specify the price per unit of measure and the extended total, or the lump sum bid price if such is called for, for each scheduled item of work as well as the total price for the entire work under the contract. If an individual or company makes the bid, they shall sign their name therein and state their name and address as principal. If a corporation makes the bid, an authorized officer or agent shall sign it, subscribing the name and address of the corporation along with their own name and affixing the corporate seal. The company name and F.E.I.N. number shall appear on the bid form.

- 4.2 Any bids received after the stated time and date will not be considered. It shall be the sole responsibility of the bidder to have their bids delivered to the City Clerk prior to the stated time and date. If a bid is sent by U.S. Mail or delivery service, the bidder shall be responsible for its timely delivery to the City Clerk. Bids delayed by mail or delivery service shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their (unopened) return at the bidder's request and expense.
- 4.3 Confidential Bid Information- If information is submitted with the bid documents that is deemed "Confidential" then the bidder must stamp those pages of the bid that are considered confidential. Bidder must provide documentation as to why these documents should be declared confidential in accordance with Chapter 119, "Public Records", exemptions. In the event of a public records request for said "Confidential" documents, it shall be the sole responsibility for the bidder to immediately file appropriate court pleadings at its own expense to prevent the City from disclosing the documents, thereby relieving the City from that legal obligation. Bidder shall indemnify and hold harmless the City, its officers, agents and employees from any damages, sanctions, expenses and attorney fees and expenses, through appeals, because of the City holding such "confidential" documents while bidder seeks legal remedies.

4.4 Bid Opening

- 4.4.1 Bid opening shall be public on the date and at the time specified on the published Invitation to Bid. It is the bidder's responsibility to assure that their bid is delivered at the proper time and place for the bid opening. Bids which for any reason are not so delivered, will not be considered. Offers by fax or telephone are not acceptable. A bid may not be altered after the opening of the bids.
- 4.4.2 All bid documents shall be submitted in writing, signed by the bidder's duly authorized officer and shall be mailed or delivered to the office of the City Clerk prior to the time scheduled for the opening of bids.
- 4.4.3 Bid documents shall be sealed in an envelope and shall be clearly marked with the words "Bid Documents" and show the project name and number, name and address of the bidder, and date and time of the scheduled bid opening.
- 4.4.4 The City Manager, or designee, in the presence of a witness designated by the City Manager shall publicly open all bid documents at the time and place specified in the invitation to bid and publicly advertised.
- 4.5 A bidder may withdraw a bid any time prior to the opening of the bid. After bids are opened, but prior to award of the contract by the City Council, the City Council may allow the withdrawal of a bid because of the mistake of the bidder in the preparation of the bid document. In such circumstance, the decision of the City Council to allow the bid withdrawal, although discretionary, shall be based upon a finding that the bidder, by clear and convincing evidence, has met each of the following four tests:

FORMS

These forms are required and should be submitted with all bids. If it is determined that forms in this section are not applicable to your company then you should return the form with your bid and mark N/A across the form in large letters. There is no need to return the Terms and Conditions with your bid package.

Form# 1 - Bid Form (2 pages)

This is a mandatory form that must be returned with your bid package. All information on Page 1 must match the company information as it is listed on the Florida Department of State Division of Corporations - <http://www.sunbiz.org>. All signatures shall be by an authorized company representative. Page 2 through XX should contain bid details, which information depends on the project.

Form# 1A - Statement of No Response Form (1 page)

This is an optional form. Vendors and contractors may submit this if they have decided not to submit a response to the bid or proposal. Failure to respond, either by submitting a bid or proposal, or by submitting this "Statement of No Response" form eliminates your from for being able to participate in the protest of this bid or proposal.

Form #2 – Formal Agreement – Post-Bid Form (7 pages) (if Applicable) (SAMPLE ONLY! NOT FOR SIGNING)

If a formal agreement is required for this bid or proposal, a sample of a similar agreement will be inserted here for your preliminary review. It contains terms and conditions and other information in addition to that provided herein, and the final Agreement will be provided for review and signatures prior to Notice to Proceed.

Form #3 – Florida Commission on Ethics Form 3A Interest in Competitive Bid for Business Purpose (1 page).

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, spouses, and their children. See Part III, Chapter 112, Florida Statutes and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, provides certain limited exemptions to the afore-referenced prohibitions. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.

Form# 4 – Non-Collusive Form (1 page)

Each bidder shall execute an affidavit, in the form provided by the City, to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted. Such affidavit shall be attached to the bid form.

Form# 5- Public Entity Crimes (2 pages)

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant wider a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Form# 6- Negligence or Breach of Contract Disclosure Form (1 page)

Required Form. The form is used to disclose any litigation that your company may be a part of involving negligence or breach of contract over the past ten years. You may need to duplicate this form to list all history. This should include at a minimum, litigation for similar projects completed in the State of Florida. Under part 6 of the form, the final action needs to include in whose favor the litigation was settled and if there was a monetary amount awarded. Please do not write N/A on this form. If you have no litigation, write "None" on the form. If you have too many lawsuits, you may narrow them to litigation of the company or subsidiary submitting the solicitation response. See the form for further instruction and what to do if you have no litigation history in the past ten years. You may also submit the information in a table format if you have a large number of litigations to list. Simply put "See Attached Listing" in the blocks where you would normally have put "none."

Form #7 – Drug Free Workplace Certification (1 page)

Self-explanatory. Required Form. The form may be used as part of a tiebreaker for identical bids. If your company does not have a Drug Free Workplace Program, you must mark this form N/A and return it with your bid package. If your company has a Program, sign and return the form.

Form# 8 - Scrutinized Companies Certification (1 page) (If Applicable) (NOT APPLICABLE TO THIS PROJECT)

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, *for goods or services over \$1,000,000*, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes. At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or governmental entity for goods or services of \$1 million or more, the company must certify that the company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Form # 9 – E-Verify Affidavit (1 page)

The City requires that bidders doing work for the City utilize the U.S. Department of Homeland Security's E-Verify system (<https://www.e-verify.gov/>) to verify the employment eligibility of all new employees the Contractor hired during the term of this Agreement.

Form# 10 - Contractor/vendor References (1 page)

Provide no less than six (6) references of firms and companies for which you have already performed similar work in the past ten (10) years. The references should be placed in the order of the most recent similar work to least similar work, and not on the basis of anticipated favorable response by reference. If no similar work has been done within ten years, then list the cities or companies for which you have provided any services in chronological order for the previous five (5) years. Do not provide references from suppliers or acquaintances.

Form# 11 – Bid Bond (1 page)

Required for all construction projects over \$100,000.00.

Form# 12 - Performance and Payment Bond (1 page) - *Post Bid Form*.

Required for all construction projects over \$100,000.00. This form only needs to be submitted after award of the bid by

the awarded contractor/vendor prior to notice to proceed. The bond amount is 100% of the contract price.

Form #13 – Subcontractor List (1 page)

Required for construction projects. Please ensure that this form is completed in all columns. If a subcontractor qualifies as an MBE Contractor, you must attach the current MBE Certification Certificate.

Form #14 – Trench Safety (Construction) (1 page)(NOT REQUIRED FOR THIS SOLICITATION)

Contractor acknowledges that included in the appropriate solicitation items of the solicitation and in the Total solicitation price are costs of complying with the Florida Trench Safety Act (section 553.60 *et seq.*). That statute states:

In §553.63 FS, "On all specific contracts for trench excavation in which such excavation will exceed a depth of 5 feet:

- (1) The contract bid submitted by the contractor who will perform such excavation shall include:
 - (a) A reference to the trench safety standards that will be in effect during the period of construction of the project.
 - (b) Written assurance by the contractor performing the trench excavation that such contractor will comply with the applicable trench safety standards.
 - (c) A separate item identifying the cost of compliance with the applicable trench safety standards.
- (1) Contractor performing trench excavation shall:
 - (a) minimum, comply with the excavation safety standards which are applicable to a project.
 - (b) adhere to special shoring requirements, if any, of the state or other political subdivisions which may be applicable to such a project.
 - (c) ensure that geotechnical information is available from the owner, the contractor, or otherwise, the contractor performing trench excavation shall consider this information in the contractor's design of the trench safety system which it will employ on the project. This paragraph shall not require the owner to obtain geotechnical information."

§553.64 FS States that "The separate item identifying the cost of compliance with trench safety standards shall be based on the linear feet of trench to be excavated. The separate item for special shoring requirements, if any, shall be based on the square feet of shoring used. Every separate item shall indicate the specific method of compliance as well as the cost of that method."

CITY OF AVON PARK, FLORIDA

Form #1
Bid Cover Sheet
Page 1 of 2

Bidder/Company Name (Capitalize): Ajax Paving Industries of Florida, LLC
Date Submitted: November 12, 2024 Bid Opening Date: November 12, 2024

Project Identification: BID #: ITB24-14
Formal Bid Name: Paving, Striping, and Sidewalks on Fred Conner Street

As per sunbiz.org:
Entity Name: Ajax Paving Industries of Florida LLC
Business Address:
Authorized Signor: Ryan Fulmer Title: Chief Financial Officer
Phone Number: 941-486-3600 E-Mail Address: flestimate@ajaxpaving.com

Bidder's rep: Ryan Fulmer Business phone: 941-486-3600 Cell phone: N/A
In submitting this Bid, Bidder makes all representations required by the Bid Documents and further warrants and represents that Bidder has examined copies of all the Bid Documents and of the following addenda:

- No. 1 Dated: October 14, 2024
No. Dated:
No. Dated:
No. Dated:

WILL PROVIDE CONTINUITY OF OPERATION DURING EMERGENCY? Yes [] No [X]
The undersigned, as Bidder, hereby declares that no person or persons other than the undersigned are interested in this Invitation To Bid as Principal, and that this bid is made without collusion with others; and that we have carefully read and examined all the Bid Documents and with full knowledge of all conditions under which the goods or services herein are contemplated must be furnished, hereby propose and agree to furnish the goods or services according to the requirements set out in the Bid Documents for said goods or services for the prices as listed on the subsequent pages.
Taxpayer Identification Number: 26-1871966

(1) Employer Identification Number -or- (2) Social Security Number*
* The City of Avon Park collects your social security number for tax reporting purposes

ALL BIDS MUST BE SIGNED, SEALED AND EXECUTED BY AN AUTHORIZED CORPORATE AUTHORITY. If that person is not the President, CEO, or Partner, this form shall be accompanied by the Company's CORPORATE RESOLUTION authorizing the signor.

Signed this 6th day of November, 2024

Signed [Signature]
Print name: Jessica Canon

Signed [Signature]
Print name: Kara Coggins

Ajax Paving Industries of Florida, LLC
Corporate Name:
By: [Signature]
Printed name and title: Ryan Fulmer, Chief Financial Officer
Seal: AJAX PAVING INDUSTRIES OF FLORIDA, LLC CORPORATE SEAL 2008 FLORIDA

Company Submitting Bid: Ajax Paving Industries of Florida LLC
Bid #: 24-14 Bid Name: PAVING, STRIPING, AND SIDEWALKS ON Fred Conner Street

CITY OF AVON PARK, FLORIDA

Form #1
Bid Cover Sheet
Page 2 of 2

For providing the construction services stated in the Bid Documents, the bid is: One hundred fifty-eight thousand dollars and 00/100 (\$.00).

Details, caveats and limitations (reference separate sheet if necessary):

1. _____
2. _____
3. _____

Item	Description	Bid Amount
1.	Mill 1-1/2" of asphalt on Fred Conner St. from Memorial Drive to S. Carolina Drive (per plans)	\$ 17,400.00
2.	New asphalt to be SP-12.5 and placed in one layer (per plans)	\$ 65,000.00
3.	Install striping (per plans)	\$ 8,600.00
4.	Install signage (per plans)	\$ 2,500.00
5.	Install new sidewalk 5' wide and 4" thick on the north side of the street (per plans).	\$ 64,500.00

N/A

FORM # 1A STATEMENT OF NO RESPONSE

If you do not intend to submit a bid or proposal on this requirement, please complete and return this form by the bid or proposal opening deadline to:

Andy Mogle, Purchasing Agent
Avon Park City Hall
110 E. Main St.
Avon Park, FL 33825
Phone (863) 452-4400 ext 110
Fax (863) 452-4413
Email: Amogle@avonpark.city

Re: ITB #24-14: PAVING, STRIPING, AND SIDEWALKS ON FRED CONNER STREET

Failure to respond, either by submitting a bid or proposal, or by submitting this "Statement of No Response" form eliminates your company from being able to participate in the protest of this bid or proposal.

WE, the undersigned, have declined to bid on this solicitation for the following reasons:

- We do not offer this product or an equivalent
- Our workload would not permit us to perform
- Insufficient time to respond to the Invitation for Bid or Request for Proposal
- Unable to meet scope and specifications (Explain below)
- Cannot agree with contract terms (Explain below)
- Other (Explain below)

Remarks: _____

COMPANY NAME _____
ADDRESS _____
TELEPHONE _____
E-MAIL _____
SIGNATURE/TITLE _____
DATE _____

FORM #2

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between _____, a Florida corporation whose business address is _____, (hereinafter referred to as "Contractor"), and The **CITY OF AVON PARK, FLORIDA**, a Florida municipal corporation whose business address is 110 East Main Street, Avon Park, FL 33825, and its successors and assigns (hereinafter referred to as "City").

WITNESS:

City and Contractor, in consideration of the mutual covenants set forth below, agree as follows:

1. SCOPE OF WORK

1.1. The "Bid Documents" include all of the city's documents provided to bidders in the request for bids, and all of the Contractor's documents submitted in response to the request for bids, and such documents are attached as Exhibit "A". This Agreement along with all Exhibits are referred to in Sections 2 & 3 of the Bid Documents as the "Formal Contract", and the Bid Documents and this Formal Contract shall collectively be hereinafter referred to as the "Contract Documents." The work contemplated herein is described in the Bid Documents as the Scope of Services.

1.2. **Detailed Scope of Work and Specifications for Project:** The Contractor's work progressing to completion of each Project, as to quality, progress and compliance with the Contract Documents on such Project, shall be defined as the Contractor's "Work." The Detailed Scope and Specifications for the Work are as provided in the Bid Documents attached hereto and made a part of the terms of this Agreement.

1.3. Contractor shall comply with all laws.

2. CONTRACT TIMES

Unless this Agreement is otherwise terminated as provided herein, the Work will be Substantially Completed within the time frame provided in the Approved Bid. The terms "Substantial Completion" or "Substantially Complete" are defined as the date when the construction is sufficiently completed, in accordance with the Contract Documents, so that the Project can be utilized for the purpose for which it was intended, including without limitation, permits for use from any applicable governmental agencies. After receipt of the Notice to Proceed Contractor shall commence performance of the Work on the agreed date and thereafter diligently proceed with the performance thereof to Final Completion, not to exceed the agreed Substantial Completion date and Final Completion date.

3. CONTRACT PRICE

The City shall pay Contractor for performance of the Work in accordance with the Contract Documents in current funds at the lump sum or unit prices ("Bid Prices") as presented in the Bid Documents, which are incorporated and made a part of this Agreement as attached or by reference as provided in Exhibit "A".

4. INDEMNIFICATION

- 4.1 Contractor shall indemnify and hold harmless the City of Avon Park against all claims of whatever nature arising out of the contractor's performance of work under this Agreement, as required in the Bid Documents and such indemnification and hold harmless obligations shall survive the Contract Documents
- 4.2 Nothing herein or the remainder of the Agreement shall be construed to extend the City's liability beyond that provided in section 768.28, Florida Statutes.

5. INSURANCE

Unless otherwise stated in the specifications, the following insurance requirements must be met before delivery of goods or services.

- A. The Contractor shall, at its sole cost and expense, procure and maintain throughout the term of this contract, Comprehensive General Liability and Worker's Compensation Insurance, including Employer Liability Insurance described below, or to the extent and in such amounts as required below and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage, or similar licensed insurance professional

ITB #24-14 PAVING, STRIPING, AND SIDEWALKS ON FRED CONNER STREET

evidencing such coverage, and naming the City as a named, additional insured, as well as furnishing the City with a certified copy, or copies, of said insurance policies. The policies shall waive any right of subrogation against the City or its insurer and acknowledge coverage for the indemnification provided herein. Certificates of Insurance and certified copies of these insurance policies must accompany this signed contract. Said insurance coverages procured by the Contractor as required herein shall be considered as primary insurance over and above any other insurance, or self-insurance, available to the City, and that any other insurance, or self-insurance available to the City shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the Contractor as required herein.

Nothing herein shall be construed to extend the City's liability beyond that provided in section 768.28, Florida Statutes.

Such policy or policies shall be without any deductible amount and shall be issued by approved companies rated at not less than AM Best A - and authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Highlands County, Florida. Such policy or policies shall name the City and the other parties indemnified hereunder as additional insureds under the Commercial Liability Policy as well as on any Excess Liability Policy coverage.

B. Commercial Liability Insurance. A Commercial Liability Insurance Policy shall be provided which shall contain minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury liability and property damage liability and shall contain minimum limits of Two Million Dollars (\$2,000,000.00) per aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial Liability Policy, without restrictive endorsements, and must include:

- Premises and/or operations.
- Subcontracted Contractors, if any.
- Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification Contract.
- Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

Business Automobile Liability. Business Automobile Liability shall be provided with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence, combined with single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be offered on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- Owned Vehicles, if applicable.
- Hired and Non-Owned Vehicles, if applicable.
- Employers' Non-Ownership, if applicable.

Workers' Compensation Insurance. Workers' Compensation Insurance shall be provided for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and all applicable federal laws. In addition, the policy(ies) must include:

- Employers' Liability with a limit of Five Hundred Thousand Dollars (\$500,000.00) each accident.
- Professional Liability shall be provided with minimum limit of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) per aggregate.

The Contractor shall furnish to the City Manager a Certificate of Insurance or endorsements evidencing the insurance coverage specified by this Article within fifteen (15) calendar days after notification of award of the Contract. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Contract, and state that such insurance is as required by this Contract. Contractor's failure to provide to the City the Certificates of Insurance or endorsements evidencing the insurance coverage within fifteen (15) calendar days shall provide the basis for the termination of the Contract.

Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of Contractor is completed. All policies must be endorsed to provide the City with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.

If Contractor uses a sub-consultant, Contractor shall ensure that sub-consultant names the City of Avon Park as an additional insured.

- C. Status of Claim. The Contractor shall be responsible for keeping the City currently advised as to the status of any claims for damages against the Contractor resulting from services performed under this Contract. The Contractor shall send notice of claims related to work under this Contract to the City. Copies of the notice shall be sent by fax, hand delivery or regular mail to the addresses stated at the top of this Contract.

6. CORRECTION OF WORK; WARRANTY

Contractor shall at its own expense: (i) correct or re-execute any parts of the Work that fail to conform with the requirements of the Contract Documents and appear during the progress of the Work, (ii) correct any defects in the Work due to faulty materials or workmanship which appear within a period of one (1) year from Completion of the Work, and (iii) replace, repair, or restore any parts of the improvements, fixtures, equipment, or other items constituting a part of the Project as City's existing facilities placed therein (whether by City or any third party) that are injured or damaged as a consequence of any such failure or defect, or as a consequence of corrective action taken pursuant hereto. Should Contractor fail to make corrections required by this Article, City may do so at the expense and for the account of Contractor.

7. TITLE OF WORK

Immediately upon the performance of any of the Work, as between Contractor and City, title thereto shall vest in City; provided, however, the vesting of such title shall not impose any obligations on City or relieve Contractor of any of its obligations hereunder.

8. COMPLIANCE WITH LAWS

Contractor shall observe and abide by and perform all of its obligations hereunder in accordance with all applicable laws, rules, and regulations of all governmental authorities having jurisdiction, including the federal Occupational Safety and Health Act and all state and federal laws prohibiting and/or related to discrimination by reason of race, sex, or national origin.

9. TIME IS OF THE ESSENCE, SUSPENSION, TERMINATION

- 9.1 In all matters under this Agreement, time is of the essence. The City reserves the right to suspend the Contractor's prosecution of the Work to: 1) consider a change order request by Contractor or Engineer; 2) modify plans due to unforeseen conditions; 3) inspect Contractor's Work in the event that Engineer has a good faith concern over the quality or progress of the Work. The Contractor shall, upon receipt of the City's written notice ("Notice of Suspension") and within the time stated therein, suspend shipment and delivery of material and stop any part or all of the Work and operations hereunder for such period or periods of times as the City may deem advisable and designate in said Notice of Suspension. Upon receipt of such Notice of Suspension, the Contractor shall immediately confer with the City relative to the probable duration of such suspension and stopping, concerning delays and extensions of time resulting therefrom, the reduction and possible elimination of the Contractor's field costs, and with respect to such other prospective costs and expenses as may result directly from such work stoppage. The City shall have the right to suspend Work for up to fifteen (15) days without Contractor's right or claim to any form of damages, including without limitation, damages for delays. Upon the date provided in the Notice of Suspension, or by further written notice from the City, the Contractor shall promptly resume all or any part of the Work required by said resumption Notice of Suspension.
- 9.2 The City reserves the right to terminate this Contract, with notice to Contractor ("Notice of Termination"), at any time the City determines it does not wish to proceed with Contractor's construction of the Project, with or without cause. In such event the Contractor shall immediately cease all Work not specifically identified and authorized in the Notice of Termination, and be paid for such portions of the Work as he and/or his subcontractors may have completed, and for materials which have been provided, fabricated, or delivered, up to the date of termination. No allowance shall be made for any anticipated profit on that portion of the Work not completed. The above shall be in addition to all rights and remedies granted the City under this Agreement.
- 9.3 The rights and remedies of City and Contractor under this Article shall be non-exclusive and shall be in addition to all other remedies available to such parties at law or in equity.

10. NO WAIVER

No provision, requirement, default, or breach of this Agreement may be waived by either party except in writing, except that Contractor's claims for extra compensation, arising from changes in the Work or other causes, shall be waived unless written claim is made therefor

within twenty (20) days of the event on which such claim is based.

11. LAWS APPLICABLE; VENUE; WAIVER OF JURY; ASSIGNMENT

This Agreement shall be governed by the law of the State of Florida. Venue for any dispute before a court of law shall be in state court, in Highlands County, Florida. If a claim is based in Federal law and cannot have jurisdiction in Florida state court, such litigation shall be in the federal district applicable to Avon Park, Florida. Neither party to the Agreement shall assign this Agreement without the written consent of the other; nor shall Consultant assign any monies due or to become due to it under the Agreement without the prior written consent of City. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding on all the parties and their respective successors and assigns.

12. CAPTIONS, EXHIBITS

All exhibits hereto are incorporated herein as part of this Agreement. The captions appearing with the article or section number designations of this Agreement are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions of this Agreement.

13. DOCUMENT IS THE RESULT OF MUTUAL DRAFTSMANSHIP

The terms and conditions of this Agreement are the product of mutual draftsmanship by both parties, each being represented by counsel if so desired, and any ambiguities in this Agreement or any documentation prepared pursuant to it shall not be construed against either of the parties because of authorship. The parties acknowledge that all the terms of this Agreement were negotiated at arms' length, and that each party, being represented by counsel if so desired, is acting to protect its own interests.

14. CONTRACTS FOR SERVICES (SECTION 119.0701, FLORIDA STATUTES)

Contractor shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. Contractor shall keep and maintain public records required to perform the services under this Agreement.

This Agreement may be unilaterally canceled by the City for refusal by Contractor to either provide public records to the City upon request, or to allow inspection and copying of all public records made or received by the Contractor in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

If Contractor meets the definition of "contractor" found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:

Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify Contractor of the request, and Contractor must provide the records to the City or allow the records to be inspected or copied within a reasonable time. If Contractor fails to provide the public records to the City within a reasonable time, Contractor may be subject to penalties under s. 119.10, F.S.

Upon request from the City's custodian of public records, Contractor shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

Contractor shall identify and ensure that all 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 Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City.

Upon completion of the Agreement, Contractor shall transfer, at no cost to City, all public records in possession of Contractor or keep and maintain public records required by the City to perform the services under this Agreement. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to City, upon request from the City's custodian of public records, in a format that is

accessible by and compatible with the information technology systems of 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 AGREEMENT, CONTACT THE CITY CLERK by telephone at (863)452-4405, By email at chardman@avonpark.city or at the mailing address below:

City Clerk
City of Avon Park
110 E. Main Street
Avon Park, FL 33825

15. NOTICE

Notices required herein shall be sent by hand delivery or by major U.S. courier service (FedEx, UPS, Express Mail, DHL) to the following persons from each party:

15.1 To the City: Dr. Danielle M. Kelly, City Manager, 110 East Main Street, Avon Park, FL 33825

15.2 To the Contractor: _____

16. ATTORNEY'S FEES AND COSTS

If either party takes legal action to enforce the terms or conditions of this Agreement, whether through court or by arbitration, the prevailing party shall receive all costs of the action, including reasonable attorneys' and paralegals' fees, including appeals.

17. CONTRACT DOCUMENTS

The Contract Documents that comprise the entire agreement between City and Contractor are attached to this agreement, are made a part of this agreement, and consist of the following:

- 17.1 This Agreement
- 17.2 Bid Documents
- 17.3 Contractor's Bid Submittal
- 17.4 Certificates of Insurance

CONTRACTOR

Witnesses:

Printed name _____

Printed name _____

By: **DO NOT SIGN** _____
_____, President

CITY

ATTESTED:

CITY OF AVON PARK, FLORIDA

Christian Hardman, City Clerk

By: _____
Garrett Anderson, Mayor

APPROVED AS TO FORM:

Gerald T. Buhr, City Attorney

Exhibit "F"
CONTRACTOR'S FINAL AFFIDAVIT AND RELEASE OF LIEN

STATE OF FLORIDA
 COUNTY OF _____

BEFORE ME the undersigned authority personally appeared _____, who, after being by me first sworn, deposes and says that:

1. He/she is _____ of _____, doing business in the State of Florida, hereinafter called "Contractor".
2. Contractor pursuant to Contract dated _____ with the City of Avon Park for **ITB #24-14: PAVING, STRIPING, AND SIDEWALKS ON FRED CONNER STREET**, hereinafter referred to as "Contract", has heretofore furnished or caused to be furnished labor, material and services for the construction of certain improvements as more particularly set forth in said Contract.
3. Contractor represents that all work to be performed under the aforesaid Contract has been fully completed and that all persons, companies, subcontractors and firms which furnished material, labor, and/or services incident to the completion of said work have been paid in full except to the following:

(Write "None" if all persons, companies, subcontractors and firms have been paid in full)

NAME	ADDRESS	AMOUNT DUE

4. The undersigned affiant for and in consideration of final payment to Contractor in the amount of \$ _____ and all other previous payments paid by City to Contractor, does hereby for and in behalf of the Contractor, waive, release, remise and relinquish the Contractor's right to claim, demand or impose a lien or liens for work done or materials and/or services furnished or any other class of lien whatsoever, on any of the premises owned by City on which improvements have been completed in connection with the aforementioned Contract.
5. The affiant herein does hereby represent that he/she has authority to execute a full and final Release of Lien for and in behalf of the Contractor as set forth above.
6. The affiant herein makes this Affidavit and Release of Lien for the express purpose of inducing City to make final disbursement and payment to the Contractor in the amount of \$ _____.
7. This Affidavit and Release of Lien is made by affiant with full knowledge of the applicable laws of the State of Florida. In addition to such rights as may be afforded to City under said applicable laws, affiant expressly agrees to indemnify and save City harmless from any and all actual costs and expenses, including reasonable attorney's fees, arising out of claims by laborers, subcontractors or material men who might claim that they have not been paid for services or material furnished by or through the Contractor in connection with the work performed under the aforementioned Contract.

_____ Dated this ____ Day of _____, 20____
 "Company"

By: _____
 Name & Title: _____

STATE OF _____
 COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20____, by _____ as _____ for _____

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

_____ Personally Known OR _____ Produced Identification

Type of Identification Produced: _____

My commission expires _____
(Printed typed or stamped commissioned name of notary public)

Instructions:

1. Submit this document to the City Manager with the request or invoice for final payment.
2. A separate document is required **for each contract.**
3. In case of a corporation, the certification should be signed by a President or Vice President or if signed by any other individual, the Contractor shall also submit a corporate resolution authorizing that individual to bind the corporation or some other acceptable document certifying that individual's delegated authority.
4. The certification must be attested to by a notary public.

N/A
NA

FORM 3

FORM 3A INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS

LAST NAME - FIRST NAME - MIDDLE INITIAL			OFFICE / POSITION HELD
MAILING ADDRESS			AGENCY
CITY	ZIP	COUNTY	ADDRESS OF AGENCY

WHO MUST FILE THIS STATEMENT

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding, the public official has asserted no influence on bid negotiations or specifications, AND where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. This form has been promulgated by the Commission on Ethics for such disclosure, if and when applicable to a public officer or employee.

INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS (Required by Section 112.313(12)(b), Fla. Stat.)

1 The competitive bid to which this statement applies has been / will be (strike one) submitted to the following government agency:		
2 The person submitting the bid is:	NAME ▼	POSITION ▼
3 The business entity with which the person submitting the bid is associated is:		
4 My relationship to the person or business entity submitting the bid is as follows:		
5 The nature of the business intended to be transacted in the event that this bid is awarded is as follows:		
a. The realty, goods, and / or services to be supplied specifically include: _____		
b. The realty, goods, and / or services will be supplied for the following period of time: _____		
c. Will the contract be subject to renewal without further competitive bidding? <input type="checkbox"/> Yes <input type="checkbox"/> No If so, how often?		
6 Additional comments:		
7 SIGNATURE	DATE SIGNED	DATE FILED

FILING INSTRUCTIONS

If you are a state officer or employee required to disclose the information above, please file this form with the Commission on Ethics, P.O. Drawer 15709, Tallahassee, FL 32317-5709; physical address: 325 John Knox Road, Building E, State 200, Tallahassee, FL 32303. If you are an officer or employee of a political subdivision of this state and are subject to this disclosure, please file the statement with the Supervisor of Elections of the county in which the agency in which you are serving has its principal office.

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES SECTION 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

CE FORM 3A - REV. 1/07 (Refer to Rule 34-7.01(1)(c), F.A.C.)(Rev. 02/01)

FORM 4 NON-COLLUSION AFFIDAVIT

The undersigned Affiant, being duly sworn, deposes and says that:

1. Affiant is Ryan Fulmer of Ajax Paving Industries of Florida LLC, the Contractor that has submitted the attached bid/proposal;
2. Affiant is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such bid/proposal;
3. Such bid/proposal is genuine and is not a collusive or sham bid/proposal;
4. Neither said Contractor nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder/Proposer, firm or person to submit a collusive or sham bid/proposal in connection with the Contract for which the attached bid/proposal has been submitted or to refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder/Proposer, firm, or person to fix the price or prices in the attached bid/proposal, or of any other Bidder/Proposer, or to fix any overhead, profit or cost element of the bid/proposal or the response of any other Bidder/Proposer, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Avon Park, Florida or any person interested in the proposed Contract; and
5. The cost proposals in the attached bid/proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Contractor or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
6. Further, Affiant says that


 Signature
 Ryan Fulmer



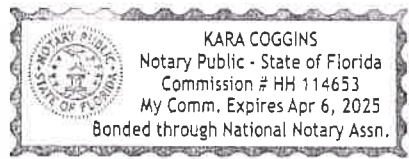
Chief Financial Officer
 Title
November 6, 2024
 Date

STATE OF FLORIDA
 COUNTY OF Sarasota

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 6th day of November, 202024, by Ryan Fulmer, Chief Financial Officer

(Seal)

 Signature of Notary Public



Print, Type/Stamp Name of Notary
 Personally known: X
 OR Produced Identification: _____
 Type of Identification Produced: n/a - (personally known)

FORM 5
SWORN STATEMENT ON
PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to: CITY OF AVON PARK, FLORIDA;
[Print name of the public entity]

By: Ryan Fulmer, Chief Financial Officer
[Print individual's name and title]

For: Ajax Paving Industries of Florida LLC
[Print name of entity submitting sworn statement]

Whose business address is One Ajax Drive, North Venice FL 34275

and (if applicable) its Federal Employer Identification Number (FEIN) is 26-1871966. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement):

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

Ryan Fulmer, Chief Financial Officer

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

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

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

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

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

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

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Ajax Paving Industries of Florida LLC

[Company Name]


[Signature & Title]
Ryan Fulmer, Chief Financial Officer

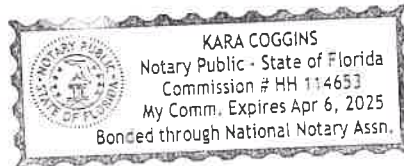


STATE OF FLORIDA
COUNTY OF Sarasota

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 6th day of November, 2024, by Ryan Fulmer, Chief Financial Officer

(Seal)


Signature of Notary Public



Print, Type/Stamp Name of Notary

Personally known: _____


OR Produced Identification: _____

Type of Identification Produced: _____

FORM #6 NEGLIGENCE OR BREACH OF CONTRACT DISCLOSURE FORM

Type of Incident	Location of Court	Year of Incident	Final Outcome
1.	Can not discuss any litigation		
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Negligence or Breach of Contract Disclosure Form. This form must be used to disclose any negligence or breach of contract litigation that your company may have been a party to over the past ten (10) years. You may need to duplicate this form to list all history. If the Bidder has more than ten (10) lawsuits, you may narrow them to litigation of the company or subsidiary submitting the Solicitation Response. Include, at a minimum, litigation for similar projects completed in the State of Florida. Final outcome should include in whose favor the litigation was settled and whether a settlement amount was awarded. The settlement amount may remain confidential. If you have no litigation, enter "None" in the "type of incident" block of the form. Please do not write N/A on this form.

Signature 

RYAN FULMER INDUSTRIES OF FLORIDA LLC
SEAL
 2008
 FLORIDA

Ryan Fulmer
 Print Name

Chief Financial Officer
 Title

November 6, 2024
 Date

FORM #7

DRUG-FREE WORKPLACE

The undersigned vendor (firm) in accordance with Chapter 287.087, Florida Statutes, hereby certifies that
Ajax Paving Industries of Florida LLC does:

(Name of Company)

1. Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are under Proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services that are under Proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized by the State of Florida, I certify that this firm complies fully with the above requirements.

Signature

Ryan Fulmer

Print Name



Chief Financial Officer

Title

November 6, 2024

Date

Form #9

EMPLOYMENT ELIGIBILITY VERIFICATION -- E-VERIFY

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system (<https://www.e-verify.gov/>) to verify the employment eligibility of all new employees the Contractor hired during the term of this Agreement. The Contractor shall include in all subcontracts under this Agreement, the requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-Verify system to verify the employment eligibility of all new employees subcontractor hired during the term of the subcontract.

The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The City shall consider the employment or utilization of unauthorized aliens a violation of Section 274 A (e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the City. As part of the response to this solicitation (bid), the successful contractor will complete and submit the attached form "Affidavit Certification Immigration laws".

Employers may avail themselves of a program by the U.S. Immigration and Customs Enforcement called E-Verify. E-Verify is an Internet based system operated by the U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is currently free to employers. E-Verify provides an automatic link to Federal databases to help employers verify employment eligibility of new hires, existing employees and the validity of their Social Security numbers.

If your company wishes to avail itself of this program, you can register online for E-Verify at <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>

Which provides instructions for completing the registration process. At the end of the registration process you will be required to sign a Memorandum of Understanding (MOU) that provides the terms of agreement between you as employer, the SSA and the DHS. An employee who has signatory authority for the employer can sign the MOU. Employers can use their discretion in identifying the best methods by which to sign up their locations for E-Verify. To find out more about E-Verify, please visit www.dhs.gov/e-verify or contact the USCIS at 1-888-464-4218

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

ITB #24-14 PAVING, STRIPING, AND SIDEWALKS ON FRED CONNER STREET

The CITY OF AVON PARK will not intentionally award city contracts to any contractor who knowingly employs unauthorized alien workers constituting a violation of the employment provisions contained in Section 274A (e) of the Immigration and Naturalization Act (INA) (8 U.S.C. 1324a).

The City of Avon Park may consider the employment by any Contractor of Unauthorized Aliens a violation of section 274A(e) of the INA. Such violation by the recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for the unilateral cancellation of the contract by the City of Avon Park.

The bidder attests that they are fully compliant with all applicable immigration laws (Specifically to the INA, Immigration Act and subsequent amendments).

Ajax Paving Industries of Florida LLC

[Company Name]

STATE OF FLORIDA

COUNTY OF Sarasota


[Signature & Title]
Ryan Fulmer, Chief Financial Officer

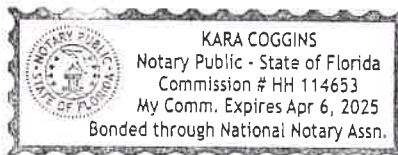


Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 6th day of November, 2024, by Ryan Fulmer. Personally known: OR

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


Signature of Notary Public

Print, Type/Stamp Name of Notary



ITB #24-14 PAVING, STRIPING, AND SIDEWALKS ON FRED CONNER STREET

FORM #10
CONTRACTOR/VENDOR REFERENCES

Name of company submitting bid: Ajax Paving Industries of Florida LLC
Name of Company Contact Person: Kara Coggins/Jessica Canon

References

<p>Contact Person: <u>Christopher Simpron</u> Title: <u>Public Works Director</u> Phone Number: <u>863-773-3272</u> E-Mail: <u>Christopher.Simpron@hardeecounty.net</u> Company Name: <u>Hardee County Polk Road – Job No. 406222</u> Address: <u>205 Hanchey Rd Wauchula, FL 33873</u></p>
<p>Contact Person: <u>Jared Moreng, P.E</u> Title: _____ Phone Number: <u>970-270-6405</u> E-Mail: <u>Jared.Moreng@Kimley-horn.com</u> Company Name: <u>Kimley Horn Avon Park Airport – Job No. 406122</u> Address: <u>Jared.Moreng@Kimley-horn.com</u></p>
<p>Contact Person: <u>Tony George</u> Title: _____ Phone Number: <u>813-316-6646</u> E-Mail: <u>wgeorge@consoreng.com</u> Company Name: <u>FDOT/Consort E1V15 US 98 – Job No. 407123</u> Address: <u>801 North Broadway Avenue, Bartow, Florida 33830-3809</u></p>
<p>Contact Person: <u>Caleb Gabany</u> Title: _____ Phone Number: <u>863-965-5511</u> E-Mail: _____ Company Name: <u>City of Auburndale CR 559 at Adams Rd. – Job Not 402722</u> Address: <u>1 Bobby Green Pl, Auburndale, FL 33823</u></p>
<p>Contact Person: <u>Debbie Cason</u> Title: _____ Phone Number: <u>727-541-0750</u> E-Mail: _____ Company Name: <u>City of Pinellas Park</u> Address: <u>78th Avenue North Pinellas Park, FL 33781</u></p>
<p style="text-align: center;">Please see attached "Completed Contracts"</p> <p>Contact Person: _____ Title: _____ Phone Number: _____ E-Mail: _____ Company Name: _____ Address: _____</p>

Completed Contracts

AJAX PAVING INDUSTRIES OF FLORIDA LLC

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

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

Completed Contracts

AJAX PAVING INDUSTRIES OF FLORIDA LLC

Contract Amount	Classes of Work Codes	Year Completed	Where Located City-County	Name & Address of Official to Whom You Refer
\$12,306,212.00		2022	E7R15 - US 301/SR 45, SR 676A at Bloomingdale & I-75 DB Hillsboro County, FL	FDOT 605 Suwanee Street Tallahassee, FL 32399
\$20,942,319.00		2022	FPN 201032 (T1709) Mill/Resurface/Widen SR 93 (I-75) Manatee Manatee County, FL	SACYR Construction Miami, FL
\$2,778,928.00		2022	T7424 - CR 578 New Northern Alignment- 257298-5-52-01	FDOT 605 Suwanee Street Tallahassee, FL 32399
\$9,180,244.00		2022	T7468- SR45/US41/Broad St.- 441386-FAP D720038B	FDOT 605 Suwanee Street Tallahassee, FL 32399
\$1,988,002.00		2021	E1S54 (SR 31) Charlotte Charlotte County	FDOT 605 Suwanee Street Tallahassee, FL 32399
\$2,309,731.00		2021	T1789 SR45 (US41) Lee Lee County	FDOT 605 Suwanee Street Tallahassee, FL 32399
\$1,786,500.00		2021	E1T47 - db - SR35 (US17) Hibiscus	FDOT 605 Suwanee Street Tallahassee, FL 32399
\$473,930.00		2021	438086 (T1779) 13th Ave at SR 55	MSB Services, LLC 3204 Lena Rd Bradenton, FL 34211
\$187,855.00		2021	E1R18 Two #37 US 441 and NE 9	FDOT 605 Suwanee Street Tallahassee, FL 32399
\$1,875,007.00		2021	T1747 SR 45 Sarasota 43355 Sarasota County	Bergeron Land Development, Inc. 19612 SW 69th Place Fort Lauderdale, FL 33332
\$3,268,595.00		2021	FPN 198017 T1717 Mill/Resurface	Bergeron Land Development, Inc. 19612 SW 69th Place Fort Lauderdale, FL 33332
\$766,832.00		2021	E1R18 SR 60 & 80 foot Rd	FDOT 605 Suwanee Street Tallahassee, FL 32399
\$4,526,602.00		2021	E7R17 - I275 SR 93 Bus	FDOT 605 Suwanee Street Tallahassee, FL 32399
\$1,145,423.00		2021	E7M17 - Ro - Mill/Resurface	FDOT 605 Suwanee Street Tallahassee, FL 32399
\$2,383,694.00		2021	E7M95 Alt US 19	FDOT 605 Suwanee Street Tallahassee, FL 32399
\$1,302,812.00		2021	E7M94 - SR674/SR45	FDOT 605 Suwanee Street Tallahassee, FL 32399
\$891,067.00		2021	E7R25 Withlacoochee Trail	FDOT 605 Suwanee Street Tallahassee, FL 32399
\$318,920.00		2021	T7466 SR573 S Dale Mabry Hillsborough County	FDOT 605 Suwanee Street Tallahassee, FL 32399
\$868,111.00		2021	Two #1 - E7R11 Dale Mabry Hillsborough County	FDOT 605 Suwanee Street Tallahassee, FL 32399
\$1,112,559.00		2021	T7446 SR 50 (Cortez Blvd)	FDOT 605 Suwanee Street Tallahassee, FL 32399

Completed Contracts

AJAX PAVING INDUSTRIES OF FLORIDA LLC

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

Contract Amount	Classes of Work Codes	Year Completed	Where Located City-County	Name & Address of Official to Whom You Refer
				21101 Design Parc Ln #103 Estero, FL 33928
\$36,156.97		2020	Waste Management Repairs	17803 - Classics Plantation Estates HOA 3001 Executive Drive Suite 260 Clearwater, FL 33762
\$141,025.00		2020	Barron Collier Highschool Track	34029 - Halfacre Construction Company 7015 Professional Pkwy E. Sarasota, FL 34240
\$11,524,723.71		2020	T1722 SR 25 (US 27) Glades 438060 D118118B	25000 - FDOT 605 Suwanee Street Tallahassee, FL 32399
\$58,463,650.80		2020	T1997 SR 80 Hendry 408286	25000 - FDOT 605 Suwanee Street Tallahassee, FL 32399
\$2,960,704.57		2020	West Villages Parkway Intersection Improvements North Port, Sarasota County	82216 - West Villages Improvement District 2501 Burns Road Suite A Palm Beach Gardens, FL 33410
\$11,247,918.06		2020	2019 County Paving Program Port Charlotte, Sarasota County	17700 - Charlotte County Purchasing 18500 Murdock Circle Port Charlotte, FL 33948
\$1,049,558.32		2020	Taxiway "D" Extension Venice, Sarasota County	77000 - City of Venice 200 N Warfield Avenue Venice, FL 34285
\$950,617.45		2020	FPN 439432 (T1753) D119009B Mill and Resurface (CA19-056) North Port, Sarasota County	25000 - FDOT 605 Suwanee Street Tallahassee, FL 32399
\$240,831.37		2020	Routine Road Maintenance 2019 City of North Port - PO #48192 North Port, Sarasota County	56000 - City of North Port 1100 N. Chamberlain Blvd North Port, FL 34286
\$1,214,745.21		2020	Venice Resurfacing Project, Phase 2 Venice, Sarasota County	77000 - City of Venice 200 N Warfield Avenue Venice, FL 34285
\$43,000.00		2020	PGT Loading Area Venice, Sarasota County	60521 - PGT Industries, Inc 1070 Technology Drive Nokomis, FL 34275
\$597,037.37		2020	Little Bullfrog Creek - ITB 17182 Misc Construction Project Hillsborough County, FL	34255 - Hillsborough County BOCC PO Box 1110 Tampa, FL 33601
\$39,088.00		2020	WO20 - Balm Wimauma Resurfacing - ITB 17182 Misc Const Projec Hillsborough County, FL	34255 - Hillsborough County BOCC PO Box 1110 Tampa, FL 33601
\$84,000.00		2020	Wo17 - BOCC Curb & Gutter Repair - ITB 17182 Misc Const Hillsborough County, FL	34255 - Hillsborough County BOCC PO Box 1110 Tampa, FL 33601
\$1,368,000.00		2020	IFB-ML-19-055 - Little Road Pasco County, FL	59889 - Pasco County BOCC 38053 Live Oak Ave Dade City, FL 33523
\$1,858,279.05		2020	IFB-ML-19-054 - Mitchell Blvd Pasco County, FL	59889 - Pasco County BOCC 38053 Live Oak Ave Dade City, FL 33523
\$6,237,367.00		2020	SR 37 Polk County - FPN 434937 Polk County, FL	25000 - FDOT 605 Suwanee Street Tallahassee, FL 32399
\$925,463.52		2020	WO 25 - Virginia Park - 14 C 35 Hillsborough County, FL	74121 - City of Tampa 306 E Jackson Street 2E Tampa, FL 33602
\$1,176,903.29		2020	NW Regional Water Reclamation Facility Expansion	20045 - Garney/Wharton- Smitch a Joint Venture 370 E Crown Point Rd Winter Garden, FL 34787
\$4,372,157.44		2020	SR 45 (US41) (50th St) FPN 434848 Hillsborough County, FL	60600 - PCS Civil, INC 6920 Asphalt Ave Tampa, FL 33614
\$953,552.41		2020	City of Pinellas Park Road Resurfac Pinellas County, FL	61594 - City of Pinellas Park PO Box 1100 Pinellas Park, FL 33780
\$1,064,771.87		2020	Bay to Bay Blvd - Pavement Treatment Program Tampa, Hillsborough County	34255 - Hillsborough County BOCC PO Box 1110 Tampa, FL 33601
\$700,239.80		2020	SWWRF Capacity Upgrades Tampa, Hillsborough County	34049 - The Haskell Company PO Box 45275 Jacksonville, FL 32202
\$187,950.35		2020	Terminal Apron Rehabilitation - Sebring Airport Sebring, Desoto County	34224 - GLF Construction Corp 1428 Brickell Ave Miami, FL 33131
\$987,716.73		2020	FPN 428957 (T7406) SR 93A (I75) Off Ramp Interchange	61950 - Prince Contracting Co

Contract Amount	Classes of Work Codes	Year Completed	Where Located City-County	Name & Address of Official to Whom You Refer
			Tampa, Hillsborough County	10210 Highland Manor Drive Suite 110 Tampa, FL 33610
\$3,027,443.05		2020	2017/2018 Street Improvement Project - New Port Richey New Port Richey, Pasco County	61717 - City of New Port Richey 5919 Main Street New Port Richey, FL 34652
\$68,918.00		2020	Demo of Red Side Rental Car Garage @ TIA Tampa, Hillsborough County	44480 - Kimmins Contracting Corp 1501 2nd Ave Tampa, FL 33605
\$147,742.77		2020	Polk Pkwy Widening MP 18-22 Lakeland, Polk County	25000 - FDOT 605 Suwanee Street Tallahassee, FL 32399
\$6,432,013.03		2019	FPN 434937-1-52-01 (E1P92) SR 37 From CR630 (Lithia Pinecrest) Polk County	FDOT/Keystone Civil 2635 Windguard Circle, Suite 102 Wesley Chapel, FL 33544
\$6,851,830.78		2019	FPN 434765-1-52-01 (E7K19) SR 56 Extension, Pasco County	Cone & Graham, Inc. P.O. Box 310167 Tampa, FL 33680
\$1,509,643.95		2019	FPN 436491-1-52-01 SR (T7409) 60/E, Kennedy, Downtown Tampa	FDOT 11201 N, McKinley Drive Tampa, FL 33612
\$2,924,620.68		2019	FPN 434806-1-52-01 (T7401) SR 693/S, Pasadena Ave., Pinellas County	FDOT 11201 N, McKinley Drive Tampa, FL 33612
\$7,298,572.25		2019	FPN 201032-6-52-01 & 201032-6-56-01 (T1664) SR 64 Interchange @ SR 93 (I-75) Bradenton, Manatee County	Prince Contracting, LLC 10210 Highland Manor Drive, Suite 110 Tampa, FL 33610
\$2,179,806.79		2019	FPN 436580 (E1R06) Mill/Resurface/Widen SR 70 Desoto	Florida Department of Transportation - District 1 P.O. Box 1249 MS 1-8 Bartow, FL 33831-1249
\$1,723,727.04		2019	FPN 439432 (T1753) D119009B Mill & Resurface (CA19-056)	Florida Department of Transportation - District 1 P.O. Box 1249 MS 1-8 Bartow, FL 33831-1249
\$20,796,482.11		2019	2017 County Paving Program	Charlotte County Purchasing 18500 Murdock Circle Port Charlotte, FL 33948-1094
\$2,124,098.61		2019	FPN 422710 (E1P91) Mill/Resurface/Widen US 41 Sarasota	Russell Engineering, Inc. 10704 Portal Crossing Bradenton, FL 34211
\$12,539,709.14		2019	2018 County Paving Program	Charlotte County Purchasing 18500 Murdock Circle Port Charlotte, FL 33948-1094
\$7,562,484.06		2019	CR-665 Widening And Resurfacing	Hardee County BOCC 412 W Orange St., Room 103 Wachula, FL 33873
\$7,206,012.55		2019	FPN 436586 (T1706) Mill/resurface SR 35 and SR 64 Hardee	Florida Department of Transportation - District 1 P.O. Box 1249 MS 1-8 Bartow, FL 33831-1249
\$2,384,669.95		2019	West Villages Parkway Intersection Improvements	West Villages Improvement District 19503 S West Villages Parkway, #A3 Venice, FL 34293
\$1,929,250.64		2019	Resurfacing FY18, Increment 2 (Sarasota County)	Sarasota County Trans V017300 1001 Sarasota Center Blvd. Sarasota, FL 34240
\$49,312,465.39		2019	E1Q29 SR 82 Lee	Florida Department of Transportation - District 1 P.O. Box 1249 MS 1-8 Bartow, FL 33831-1249
\$26,496,890.50		2019	T1687 SR 93 (I-75) Charlotte 413042	Florida Department of Transportation - District 1 P.O. Box 1249 MS 1-8 Bartow, FL 33831-1249
\$915,852.79		2019	E1Q77 Golden Gate Estates 8th St NE Bridge Collier	Bergeron Land Development, Inc. 19612 SW 69 Place Fort Lauderdale, FL 33332
\$1,088,005.44		2019	Major Road Resurfacing FY2019	City of Cape Coral 1015 Cultural Park Blvd Cape Coral, FL 33990
\$5,064,195.00		2018	FPN 198017 (T1606) Add Lanes/Mill/Resurface SR 45A Sarasota Sarasota County	Bergeron Land Development, Inc. 19612 SW 69 Place Fort Lauderdale, FL 33332
\$2,059,531.00		2018	Midway Boulevard Widening- Phase II Charlotte County	Forsberg Construction Inc. 645 Charlotte Street Punta Gorda, FL 33950

Contract Amount	Classes of Work Codes	Year Completed	Where Located City-County	Name & Address of Official to Whom You Refer
\$14,671,706.00		2018	FPN 431316 (T1647) Mill/Resurface/Widen SR 45 (US 41) Charo Charlotte County	Florida Department of Transportation - District 1 P.O. Box 1249 MS 1-8 Bartow, FL 33831-1249
\$23,769,328.00		2018	2016 County Paving Program Charlotte County	Charlotte County Purchasing 18500 Murdock Circle Port Charlotte, FL 33948-1094
\$4,912,660.00		2018	FPN 414547 (T1650) Widen/Reconstruction SR 35 (US 17) Hardee Hardee County	Watson Civil Construction, Inc. 319 West Town Place Suite 25 St. Augustine, FL 32092
\$1,425,312.00		2018	Arcadia Street Rehab RFP Bid No.2016-02 Desoto County	City of Arcadia PO Box 1000 Arcadia, FL 34266
\$4,579,524.00		2018	Venice Rehabilitation Of Public Use Aircraft Parking Aprons Sarasota County	City of Venice 401 West Venice Avenue Venice, FL 34285
\$4,151,704.00		2018	Resurfacing FY 17, Area O&P Sarasota County	Sarasota County Trans V017300 1001 Sarasota Center Blvd. Sarasota, FL 34240
\$20,004,380.00		2018	D/B Golden Gate Boulevard 4-Lane, East Of Wilson Boulevard Collier County	Collier BOCC 2671 Airport Road Court Plaza 3 Naples, FL 34112
\$27,028,969.00		2018	T1598 SR 93 (I-75) Charlotte & Sarasota 413044 Sarasota & Charlotte County	Astaldi Construction Corporation 8220 SR 84 Suite 300 Davie, FL 33324
\$10,552,837.00		2018	Rehab Of Runway 5-23 & Assoc. Taxiways At Page Field Lee County	Owen-Ames-Kimball Company 11941 Fairway Lakes Drive Fort Myers, FL 33913-8338
\$6,229,008.00		2018	E1P89 SR 35 (US 17) Desoto 436920 Desoto County	Florida Department of Transportation - District 1 P.O. Box 1249 MS 1-8 Bartow, FL 33831-1249
\$1,137,219.00		2018	Del Prado Boulevard Resurfacing Lee County	Lee County Bd of Commissioners 1500 Monroe Street Fort Myers, FL 33901
\$1,292,367.00		2018	Rehab Of Runway 13-31 & Assoc. TW's At Page Field Airport P2 Lee County	Owen-Ames-Kimball Company 11941 Fairway Lakes Drive Fort Myers, FL 33913-8338
\$2,208,085.00		2018	Aspen Blvd & Birchwood Pkwy In Port LaBelle Resurfacing Proj Glades County	Glades County BCC PO Box 395 Moore Haven, FL 33471
\$3,214,889.00		2018	E1Q75 SR 29 Hendry 436598 Hendry County	Florida Department of Transportation - District 1 P.O. Box 1249 MS 1-8 Bartow, FL 33831-1249
\$1,819,211.00		2018	Automated People Mover Slip Ramp Hillsborough County	Kimmins Contracting Corp 1501 2nd Avenue Tampa, FL 33605
\$5,458,500.00		2018	FPN 431492 (E7K97) Mill/Resurface 40th Street / US 41 Hills Hillsborough County	Florida Department of Transportation - District 7 11201 N. McKinley Drive MS 7-1300 Tampa, FL 33612
\$8,500,714.00		2018	Taxiway Rehabilitation @ PIE Phase 2 - P.O. 424804 Pinellas County	Pinellas County BOCC PO Box 2438 Clearwater, FL 33757
\$3,052,331.00		2018	Programmed Mainl. Pvmt Rehab (Massachusetts/Ridge/Starkey) Pasco County	Pasco County Purchasing BCC 38053 Live Oak Avenue Dade City, FL 33523-3894
\$7,552,224.00		2018	FPN 434929 (T1678) Mill/Resurface SR 93 (I-75) Manatee Manatee County	Florida Department of Transportation - District 1 P.O. Box 1249 MS 1-8 Bartow, FL 33831-1249
\$1,324,073.00		2018	W. Bloomingdale Ave (945) - Hillsborough Co Pav1 Treatment Hillsborough County	Hillsborough County Board of County Commissioners BOCC Hillsborough County Florida PO Box 1110 Tampa FL 33601
\$1,355,243.00		2018	Pasco Cty Asphalt Resurfacing & Pavement Rehab IFB-DL-15-252 Pasco County	Asphalt Paving Systems 9021 Wire Road Zephyrhills, FL 33540
\$1,004,425.00		2018	Treasure Island Causeway Trail Project No. 13075-112 Pinellas County	City of St Petersburg PO Box 1257 St Petersburg, FL 33731-1257

FORM #11 BID BOND

STATE OF FLORIDA
COUNTY OF Highlands

KNOW ALL MEN BY THESE PRESENTS, that we, Ajax Paving Industries of Florida LLC, as Principal, and Liberty Mutual Insurance Company, as Surety, a Corporation chartered and existing under the laws of the State of Massachusetts, with its principal offices in the City of Boston, and firmly bound unto the Sponsor in the full and just sum of ***See Below Dollars (\$---5%---.00) good and lawful money of the United States of America, to be paid upon demand by Sponsor, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators and assigns, joint and severally and firmly by these presents.

***Five Percent of the Amount of Bid

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the attached Solicitation, dated November 12, 2024, for a Contract entitled:

AVON PARK ITB #24-14 PAVING, STRIPING, AND SIDEWALKS ON FRED CONNER STREET

NOW, THEREFORE, if the Principal shall withdraw said Solicitation prior to date of opening same, or shall within ten (10) days after the prescribed forms are presented to him for signature enter into a written Contract with City of Avon Park, Florida, in accordance with the Solicitation as accepted, and give a Performance and Payment Bond with good and sufficient Surety or Sureties as be required, for the faithful performance and proper fulfillment of such Contract and for the prompt payment of all persons furnishing labor or materials in connection therewith; or, in the event of failure to enter into such Contract and give such Bond within the time specified, if the principal shall pay the City of Avon Park the difference between the amount specified in said Solicitation and the amount for which the City of Avon Park may procure the required work and/or supplies, provided the latter amount to be in excess the amount specified in said Solicitation, then the above obligations shall be void; otherwise, to remain in full force and effect.

IN WITNESS WHEREOF, the above written parties here executed this instrument under their several seals this 12th day of November, 2024, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST:

Sharon Redford

[Company Name as "Principal"]

Ajax Paving Industries of Florida LLC

By: Playton Cross
[signature of President]

Jessica Nighthenheler
Jessica Nighthenheler
Administrative Accounting Assistant

Playton Cross
Printed Name

One Ajax Drive, North Venice, FL 34275
Business Address

Liberty Mutual Insurance Company

By: Nicholas Ashburn
Nicholas Ashburn (Attorney-in-Fact)

AFFIX SEAL

ITB #24-14 PAVING, STRIPING, AND SIDEWALKS ON FRED CONNER STREET



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

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

Certificate No: 8198086-013068

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Anne Barick; Holly Nichols; Jason Rogers; Mark Madden; Michael D. Lechner; Nicholas Ashburn; Paul M. Hurley; Richard S. McGregor; Robert D. Heuer

all of the city of Rochester Hills state of MI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of November, 2018.



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

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

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

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



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 12th day of November, 2024.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

FORM 12 PERFORMANCE AND PAYMENT BOND

BY THIS BOND, we, _____, as Principal, (the "Contractor") and _____, as Surety, are bound to the City of Avon Park (the "City"), as Obligee, in the amount of Dollars (\$ _____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into Contract awarded on _____, 20__ , with the City, which contract documents are by reference incorporated herein and made a part hereof, and specifically include provision for liquidated and other damages, and for the purpose of this Bond are referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS PERFORMANCE BOND is that if Contractor:

1. Performs the Contract between Contractor and City for the services defined in the Contract, the Contract being made a part of this Bond by reference, at the times and in the manner prescribed in the Contract; and
2. Pays the City all losses, damages, liquidated damages, expenses, costs, and any and all attorney's fees, including for appellate proceedings, that the City sustains as a result of default by Contractor under the Contract; and
3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract. THEN THIS BOND WILL BE VOID. OTHERWISE, IT WILL REMAIN IN FULL FORCE AND EFFECT SUBJECT, HOWEVER, TO THE FOLLOWING CONDITIONS:
4. Whenever Contractor is, and declared by the City to be, in default under the Contract, the City having performed the City's obligations, the Surety may promptly remedy the default or will promptly:
 - a. Complete the services defined in the Contract in accordance with the terms and conditions of the Contract; or
 - b. Obtain a bid or bids for completing the services defined in the Contract in accordance with the terms and conditions of the Contract, and upon determination by Surety of the lowest responsible bidder, or if the City elects, upon determination by the City and Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the City, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract 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, will 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 Contractor.

IT IS FURTHER AGREED THAT no right of action will accrue on this Bond to or for the use of any person or corporation other than the City; and

IT IS FURTHER AGREED THAT the Surety hereby waives notice of and agrees that any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligations under this Bond.

Signed and sealed this _____ day of _____, 20__.

FOR THE CONTRACTOR:

WITNESS:

ITB #24-14 PAVING, STRIPING, AND SIDEWALKS ON FRED CONNER STREET

Secretary _____

Name of Corporation _____

(Affix Corporate Seal)

By: _____

Print Name: _____

Title: _____

FOR THE SURETY:

WITNESS:

_____ **Agent and Attorney-in-Fact**

_____ **Print Name:** _____

Title: _____

Address: _____

Telephone: _____

FORM #13 SUBCONTRACTORS LIST

Subcontractor Name	Area of Work	Contact Person	Phone Number & E-mail	Cert. MBE Y/N	Amount or Percentage of Total Bid
1. TBD	Milling				3.5%
2. TBD	Striping and Signs				4.2%
3. TBD	Concrete Sidewalk				13.0%
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AFFIDAVIT REGARDING LABOR AND SERVICES

3/20/2024
PROCEUREMENT
21/24

Effective July 1, 2024, pursuant to §787.06(13), Florida Statutes, when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services.

Nongovernmental Entity's Name	Ajax Paving Industries of Florida, LLC
Address	One Ajax Drive, North Venice FL 34275
Phone Number	941-486-3600
Authorized Representative's Name	Ryan Fulmer
Authorized Representative's Title	Chief Financial Officer
Email Address	flestimate@ajaxpaving.com

AFFIDAVIT

I, insert nongovernmental entity's authorized representative name, as authorized representative attest that insert nongovernmental entity's name does not use coercion for labor or services as defined in §787.06, Florida Statutes.

I, under penalty of perjury, read the foregoing Affidavit and that the facts stated in it are true.


(Signature of authorized representative)
Ryan Fulmer, Chief Financial Officer



November 6, 2024

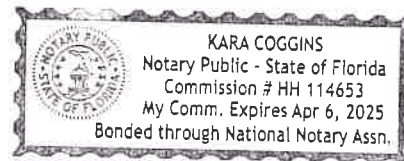
Date

STATE OF FLORIDA
COUNTY OF

Sworn to (or affirmed) and subscribed before me, by means of physical presence or online notarization, this
6th day of October, 2024 (year) by Ryan Fulmer

Notary Public (not required when digital)

My Commission Expires
Personally Known OR Produced Identification
Type of Identification Produced



CHAPTER 2024-267

Senate Bill No. 674

An act relating to United States-produced iron and steel in public works projects; creating s. 255.0993, F.S.; defining terms; requiring governmental entities to include a requirement in certain contracts that certain iron or steel products be produced in the United States; providing exceptions; authorizing the minimal use of foreign steel and iron materials in certain circumstances; exempting specified products from the requirement; providing construction; requiring the Department of Management Services to adopt rules for specified purposes; providing applicability; providing a declaration of important state interest; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Section 255.0993, Florida Statutes, is created to read:

255.0993 Public works projects; United States-produced iron and steel products.—

(1) DEFINITIONS.—As used in this section, the term:

(a) “Governmental entity” means the state, or any office, board, bureau, commission, department, branch, division, or institution thereof, or a separate agency or unit of local government created or established by law or ordinance and the officers thereof. The term includes, but is not limited to, a county; a city, a town, or other municipality; or a department, a commission, an authority, a school district, a taxing district, a water management district, a board, a public corporation, an institution of higher education, or other public agency or body thereof authorized to expend public funds for the construction, maintenance, repair, renovation, remodeling, or improvement of public works.

(b) “Iron or steel product” means any product made primarily of iron or steel, including, but not limited to, lined or unlined pipes and fittings; bars and rods; wire, wire ropes, and link chains; forgings; grating and drainage products; access covers, hatches, manhole covers, and other castings; hydrants; electric transmission and distribution poles; tanks; flanges; pipe clamps and restraints; valves; structural steel and other steel mill products; materials made primarily of iron and steel within precast concrete; and other construction materials made primarily of iron or steel.

(c) “Manufacturing process” means the application of a process to alter the form or function of materials or elements of a product in a manner that adds value and transforms the materials or elements into a new finished product functionally different from a finished product produced merely from

assembling materials or elements into a product without applying such a process.

(d) “Produced in the United States” means that, with respect to iron and steel, all manufacturing processes, from initial melting through application of coatings, occur in the United States, other than metallurgical processes to refine steel additives.

(e) “Public works project” means an activity paid for with any state-appropriated funds or state funds administered by a governmental entity which consists of the construction, maintenance, repair, renovation, remodeling, or improvement of a building, road, street, sewer, storm drain, water system, site development, irrigation system, reclamation project, gas or electrical distribution system, gas or electrical substation, or other facility, project, or portion thereof owned in whole or in part by any governmental entity.

(2) UNITED STATES-PRODUCED IRON AND STEEL REQUIREMENT.—

(a) Notwithstanding any other law, a governmental entity entering into a contract for a public works project or for the purchase of materials for a public works project must include in the contract a requirement that any iron or steel product permanently incorporated in the project be produced in the United States.

(b) Paragraph (a) does not apply if the governmental entity administering the funds for a public works project or the purchase of materials for a public works project solely determines that any of the following applies:

1. Iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality.
2. The use of iron or steel products produced in the United States will increase the total cost of the project by more than 20 percent.
3. Complying with paragraph (a) is inconsistent with the public interest.

(c) When steel and iron materials are used in a public works project, paragraph (a) does not prevent a minimal use of foreign steel and iron materials if:

1. Such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
2. The cost of such materials does not exceed one-tenth of 1 percent of the total contract cost or \$2,500, whichever is greater. For purposes of this subparagraph, the cost of such materials is that shown to be the value of the iron or steel products as they are delivered to the project.

(d) Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system, necessary for operation or concealment, except transmission and distribution poles, are not considered iron or steel products and are exempt from the requirements of paragraph (a).

(3) INTERNATIONAL AGREEMENTS.—This section shall be applied in a manner consistent with, and may not be construed to impair, the state's obligations under any international agreement.

(4) RULEMAKING.—The Department of Management Services shall develop guidelines and procedures by rule to implement this section.

(5) APPLICABILITY.—This section does not apply to contracts procured by the Department of Transportation subject to the Buy America requirements of 23 C.F.R. s. 635.410.

Section 2. The Legislature determines and declares that this act fulfills an important state interest.

Section 3. This act shall take effect July 1, 2024.

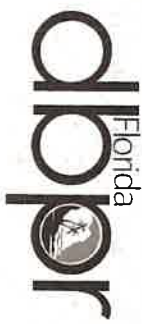
Approved by the Governor June 26, 2024.

Filed in Office Secretary of State June 26, 2024.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

HORAN, MICHAEL ALAN

AJAX PAVING INDUSTRIES OF FLORIDA LLC

ONE AJAX DRIVE

NORTH VENICE FL 34275

LICENSE NUMBER: CGC1516738

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/05/2024

Do not alter this document in any form.

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





Ron DeSantis, Governor

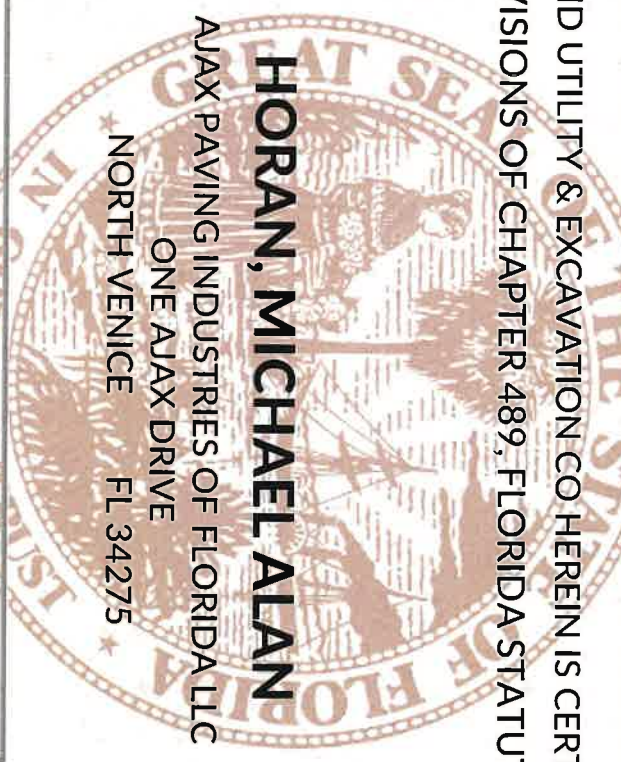
Melanie S. Griffin, Secretary



DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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



HORAN, MICHAEL ALAN

AJAX PAVING INDUSTRIES OF FLORIDA LLC
ONE AJAX DRIVE
NORTH VENICE FL 34275

LICENSE NUMBER: CUC1224679

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/05/2024

Do not alter this document in any form.

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



Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Ajax Paving Industries of Florida, LLC	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <u>P</u> <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. One Ajax Drive	Requester's name and address (optional)
6 City, state, and ZIP code North Venice, FL 34275	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number													
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2	6	-	1										
8	7	1	9										
6	6												

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date ▶ <u>1-10-2024</u>
------------------	--------------------------	-------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding, later.*



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

September 30, 2024

AJAX PAVING INDUSTRIES OF FLORIDA LLC
ONE AJAX DRIVE
NORTH VENICE, FLORIDA 34275-3624

REVISED
RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:

DEBRIS REMOVAL (EMERGENCY), DRAINAGE, ELECTRICAL WORK, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, GUARDRAIL, HOT PLANT-MIXED BITUM. COURSES, INTERMEDIATE BRIDGES, MINOR BRIDGES, PORTLAND CEMENT CONCRETE ROADWAY PAVING, ROADWAY SIGNING, SIDEWALK, TRAFFIC SIGNAL, MILLING, UNDERGROUND UTILITIES (WATER & SEWER).

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2025**.

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:

[HTTPS://fdotwpl.dot.state.fl.us/ContractorPreQualification](https://fdotwpl.dot.state.fl.us/ContractorPreQualification)

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

February 6, 2024

RE: Principal: Ajax Paving Industries of Florida, LLC.

To Whom It May Concern:

The purpose of this letter is to advise you of the surety bond capacity and reputation of Ajax Paving Industries of Florida, LLC. We have had the continuing privilege of providing surety bonds for this company for more than 30 years.

We write bonds for Ajax Paving Industries of Florida, LLC through Liberty Mutual Insurance Company and extend to them a surety line in excess of \$200,000,000 per single project and \$750,000,000 in aggregate. Liberty Mutual Insurance Company is licensed to do business in all states and has an A.M. Best Rating of "A" with a financial size of Class "XV". Liberty Mutual Insurance Company's Treasury Listing is \$1,762,981,000.

Ajax Paving Industries of Florida, LLC is a professionally managed organization with an excellent reputation. They have an experienced organization and are well financed. We recommend Ajax Paving Industries of Florida, LLC to you without reservation.

Upon the request of Ajax Paving Industries of Florida, LLC, we will be pleased to execute Performance and Payment Bonds. This letter is not an assumption of liability, nor is it a bid or performance bond. The surety reserves the right to review the file and contract terms and conditions for acceptance prior to the authorization or execution of any performance and payment bonds.

Sincerely,

LIBERTY MUTUAL INSURANCE COMPANY



Nicholas Ashburn, Attorney-in-fact





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

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

Certificate No: 8198086-013068

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Anne Barick; Holly Nichols; Jason Rogers; Mark Madden; Michael D. Lechner; Nicholas Ashburn; Paul M. Hurley; Richard S. McGregor; Robert D. Heuer

all of the city of Rochester Hills state of MI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of November, 2018.



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

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

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

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



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.
ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 6th day of February, 2024.



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

CORPORATE SUBSTANCE ABUSE PROGRAM

STATEMENT OF POLICY

This Company has legal responsibility to comply with the United States Department of Transportation's (US DOT) regulations regarding the testing of Company employees. To accomplish that end, the Company cannot condone and will not tolerate any of the following behaviors by its employees:

- A. Use of illicit drugs.
- B. Abuse of legal drugs (prescription or over-the-counter).
- C. Abuse of alcohol
- D. Sale, purchase, transfer or use or possession of illegal drugs or prescription drugs obtained illegally.
- E. Arrival for work under the influence of drugs or alcohol.

Should any of these above-mentioned behaviors be detected, the Company will terminate the employee.

The testing of an employee's urine for drugs is an effective mean to identify those in need of treatment or disciplinary action. However, the urine testing program is intended to supplement, not replace, other means of drugs or alcohol detection



Michael A. Horan
Chief Executive Officer





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/16/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Guy Hurley, LLC 989 E. South Boulevard Suite 200 Rochester Hills MI 48307	CONTACT NAME: Debbie Rossi	
	PHONE (A/C, No, Ext): (248) 519-1306	FAX (A/C, No): (248) 519-1401
E-MAIL ADDRESS: drossi@ghbh.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: American Contractors Insurance Co		A 12300
INSURER B: ACIG Insurance Company		A 19984
INSURER C: Continental Insurance Company		A 35289
INSURER D: Travelers Prop Casualty Co.		A+XV 25674
INSURER E: National Fire Ins Co of Hartford		AXV 20478
INSURER F:		
INSURED Ajax Paving Industries of Florida, LLC One Ajax Drive North Venice FL 34275		

COVERAGES **CERTIFICATE NUMBER:** 24-25 Kara **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			GL24A00094	6/1/2024	6/1/2025	EACH OCCURRENCE	\$ 10,000,000
A	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			GL24B00094 (GL Excess)	6/1/2024	6/1/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input checked="" type="checkbox"/> XCU Coverage Included						MED EXP (Any one person)	\$ 5,000
A	<input checked="" type="checkbox"/> Contractual Liability			GL24C00094 (GL Excess)	6/1/2024	6/1/2025	PERSONAL & ADV INJURY	\$ 10,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 10,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 10,000,000
	OTHER:							\$
E	AUTOMOBILE LIABILITY			BUA7015117321	6/1/2024	6/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			7014990214	6/1/2024	6/1/2025	EACH OCCURRENCE	\$ 10,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$ 10,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	WCA000030724	6/1/2024	6/1/2025	<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			QT 630- 4W330426-TXS-24	6/1/2024	6/1/2025	Leased/Rented	\$550,000

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

CERTIFICATE HOLDER**CANCELLATION**

EVIDENCE OF COVERAGE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

R McGregor/DROSSI

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AJAX PAVING INDUSTRIES OF FLORIDA, LLC.

CONSTRUCTION EXPERIENCE OF PRINCIPAL SUPERVISORY PERSONNEL

<u>INDIVIDUAL'S NAME</u>	<u>POSITION/OFFICE</u>	<u>TYPE OF WORK</u>	<u>YEARS</u>		
			<u>EXPERIENCE</u>	<u>CAPACITY</u>	
Michael A. Horan, P.E.	Chief Executive Officer, Manager	5,6,7,8,9,10	43		Civil Engineer/Manager
Vince Hafeli	President	5,6,7,8,9,10	34		Engineer/Manager
Natalie Woody, P.E.	Secretary/Treasurer	5,6,7,8,9,10	12		Enginner/Secretary/Treasurer
Scott Pittman, P.E.	VP of Operations - North Region	5,6,7,8,9,10	21		Civil Engineer/Manager
Andre DeCraene	VP of Operations - South Region	5,6,7,8,9,10	21		Engineer/Manager
Tom Daquanna	Construction Manager - Tampa	5,6,7,8,9,10	34		Engineer/Manager
Matt Horan	Area Manager - Sarasota	5,6,7,8,9,10	10		Civil Engineer/Project Manager
Matthew Desotell	Area Manager - Fort Myers	5,6,7,8,9,10	8		Civil Engineer/Project Manager
Joe Minich	Area Manager - Tampa	5,6,7,8,9,10	20		Civil Engineer/Estimator
Mike Woody	TPR Coordinator	5,6,7,8,9,10	6		Project Engineer
Mike Curle	Quality Control Manager - Asphalt	5,6,7,8,9,10	23		Quality Control Manager
John Savage	Project Manager	5,6,7,8,9,10	20		Quality Control Manager
Rusty Reynolds	Asphalt Plant Operations Manager	5,6,7,8,9,10	35		Asphalt Plant Operations Manager
Mickey Cox	General Manager - Plants and Materials	5,6,7,8,9,10	28		Asphalt Plant Operations Manager
Jim Price, P.E.	Project Manager	5,6,7,8,9,10	23		Civil Engineer/Project Manager
Dale Purcell	Construction Manager	5,6,7,8,9,10	24		Construction Manager
Jayson Brown, P.E.	Project Manager	5,6,7,8,9,10	12		Civil Engineer/Project Manager
Jason Prokopetz, P.E.	Project Manager	5,6,7,8,9,10	20		Civil Engineer/Project Manager
Mike Morgan, P.E.	Project Manager	5,6,7,8,9,10	34		Civil Engineer/Project Manager
Linda Bailey	EEO Officer	5,6,7,8,9,10	12		EEO Officer
Mandy Kustra	Safety Director	5,6,7,8,9,10	19		Safety Director
Eric Green	Safety Manager	5,6,7,8,9,10	14		Safety Manager
Bob Kern	Safety Manager	5,6,7,8,9,10	2		Safety Manager
Steve Ayers	Design Build Project Director	5,6,7,8,9,10	45		Engineer/Manager
Felipe Jaramillo, P.E.	Alternative Contracting Project Manager	5,6,7,8,9,10	17		Civil Engineer/Project Manager
Jerry Hunt	Construction Manager	5,6,7,8,9,10	42		Construction Manager
Garrett Fons	Construction Manager	5,6,7,8,9,10	21		Construction Manager
Roger Owens	Project Manager	5,6,7,8,9,10	35		Project Engineer
Nathan Hassler, P.E.	Project Manager	5,6,7,8,9,10	11		Project Engineer
Clayton Cross	Project Manager	5,6,7,8,9,10	18		Project Engineer
Chris Stewart	Project Superintendent	5,6,7,8,9,10	28		Foreman/Superintendent
Wally Cabral	Project Superintendent	5,6,7,8,9,10	40		Foreman/Superintendent
Ralph Bridger	Project Superintendent	5,6,7,8,9,10	43		Foreman/Superintendent
Joseph Dutton	Project Superintendent	5,6,7,8,9,10	29		Foreman/Superintendent
Brian Pittman	Asphalt Paving Superintendent	5,6,7,8,9,10	15		Foreman/Superintendent
Christie Alvaro, P.E.	Senior Estimator	5,6,7,8,9,10	22		Civil Engineer/Senior Estimator
Dave Reid	Senior Estimator	5,6,7,8,9,10	26		Senior Estimator

Type of Work:

- 5 Grading (Includes Clearing and Grubbing, Excavation and Embankment)
- 6 Drainage (All Storm Drains, Pipe Culverts, Culverts, etc.)
- 7 Flexible Paving (Includes Limerock, Shell Base and other Optional Base Courses, Soil-Cemented Base, Mixed-in-Place Bituminous Surface Treatments, and Stabilizing)
- 8 Portland Cement Concrete Paving
- 9 Hot Plant-Mixed Bituminous Structural and Surface Courses
- 10 Milling



July 24, 2023

**RESOLUTION OF THE BOARD OF DIRECTORS OF
AJAX PAVING INDUSTRIES OF FLORIDA, LLC**

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



Michael A. Horan
Chief Executive Officer/Manager



Vince Hafeli
President



Scott Pittman
Executive Vice President-Marketing
and Government Affairs



Andre DeGraene
Executive Vice President - Operations



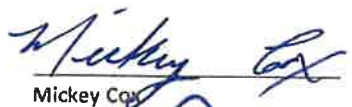
Dave Reid
Senior Estimator



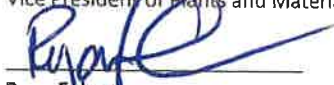
Joseph Minich
Regional Vice President, Tampa



Felipe Jaramillo
Engineer Director



Mickey Cox
Vice President of Plants and Materials



Ryan Palmer
Chief Financial Officer



Matt Desotell
Regional Vice President, Ft. Myers



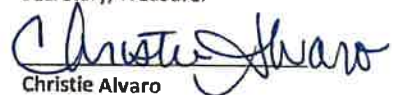
Matthew Horan
Regional Vice President, North Venice



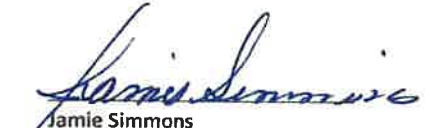
John Savage
Director of Quality Control



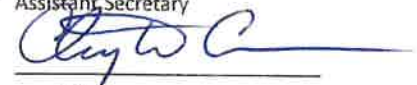
Natalie Woody
Secretary/Treasurer



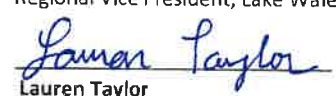
Christie Alvaro
Director of Estimating



Jamie Simmons
Assistant Secretary



Clay Cross
Regional Vice President, Lake Wales



Lauren Taylor
Estimator



Lee Strauss
Estimator



Mark Miller
Estimator



Sharon Radford
Estimator



Welcome
Ingrid Delaney

User ID

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

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

Company Information

Company Name: Ajax Paving Industries of Florida, LLC [View / Edit](#)

Company ID Number: 390402

Doing Business As (DBA) Name:

DUNS Number: 032438479

Physical Location:

Address 1: One Ajax Drive

Address 2:

City: North Venice

State: FL

Zip Code: 34275

County: SARASOTA

Mailing Address:

Address 1:

Address 2:

City:

State:

Zip Code:

Additional Information:

Employer Identification Number: 281871966

Total Number of Employees: 100 to 499

Parent Organization Administrator:

Organization Designation:

Employer Category: None of these categories apply

NAICS Code: 237 - HEAVY AND CIVIL ENGINEERING CONSTRUCTION [View / Edit](#)

Total Hiring Sites: 2 [View / Edit](#)

Total Points of Contact: 2 [View / Edit](#)

State of Florida

Department of State

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

The document number of this limited liability company is L08000010565.

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

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



A handwritten signature in black ink, appearing to be "L. J. ...", written over a horizontal line.

Secretary of State

Tracking Number: 2329518828CU

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

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



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

Detail by FEI/EIN Number

Florida Limited Liability Company
AJAX PAVING INDUSTRIES OF FLORIDA LLC

Filing Information

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

Principal Address

ONE AJAX DRIVE
NORTH VENICE, FL 34275

Changed: 01/24/2019

Mailing Address

ONE AJAX DRIVE
NORTH VENICE, FL 34275

Changed: 08/06/2015

Registered Agent Name & Address

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

Name Changed: 01/24/2021

Address Changed: 01/24/2021

Authorized Person(s) Detail

Name & Address

Title MANAGER

JACOB, JAMES A

ONE AJAX DRIVE
NORTH VENICE, FL 34275

Title MANAGER/CEO

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

Title PRESIDENT

HAFELI, VINCE
ONE AJAX DRIVE
NORTH VENICE, FL 34275

Title DIRECTOR OF FINANCE

FULMER, RYAN
ONE AJAX DRIVE
NORTH VENICE, FL 34275

Title VICE PRESIDENT

PITTMAN, SCOTT
ONE AJAX DRIVE
NORTH VENICE, FL 34275

Title FLEET MANAGER

MAITLAND, DAN
ONE AJAX DRIVE
NORTH VENICE, FL 34275

Annual Reports

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

Document Images

01/24/2021 -- ANNUAL REPORT	View image in PDF format
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[01/22/2009 – ANNUAL REPORT](#)

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

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AJAX PAVING INDUSTRIES OF FLORIDA LLC

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



Ajax Paving Industries of Florida, LLC

OFFICES

NORTH VENICE OFFICE

One Ajax Drive
North Venice, FL 34275
941.486.3600
941.486.3500 Fax

FORT MYERS OFFICE

13350 Rickenbacker Pkwy
Fort Myers, FL 33913
239.936.9444
239.936.9445 Fax

TEMPLE TERRACE OFFICE

7860 Professional Place
Temple Terrace, FL 33637
813.769.1990
813.769.1991 Fax

LAKE WALES OFFICE

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

ASPHALT PLANTS & AJAX MATERIALS

NORTH VENICE PLANT 1

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

PUNTA GORDA PLANT 2

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

PORT MANATEE PLANT 3

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

FORT MYERS PLANT 4

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

ODESSA PLANT 5

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

TAMPA PLANT 6

6050 Jensen Road
Tampa, FL 33619
813.574.8331 Tower
813.574.8334 Fax

LARGO PLANT 7

1550 Starkey Road
Largo, FL 33771
727.499.2168 Tower
727.499.2169 Fax

LAKE WALES PLANT 8

1800 Old Bartow Road
Lake Wales, FL 33859

AJAX MATERIALS

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

www.ajaxpaving.com



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