

SUBCONTRACT

CONTRACT ID

82000-205935

Complete and return a copy of the cover page and pay item page(s) to the Engineer
(Please include additional pay item pages only if needed)Page 1 of

VENDOR NUMBER 00588	DBE ☐	PRIME CONTRACTOR Ajax Paving
VENDOR NUMBER 05548	DBE ☐	SUBCONTRACTOR or DBE TRUCKER Merlo Construction
VENDOR NUMBER 03564	DBE ☐	SUBCONTRACTOR or DBE TRUCKER (if applicable) Scodellar Construction

**TOTAL DOLLAR VALUE
OF SUBCONTRACT**

\$ 2,000.00

***TOTAL DOLLAR VALUE OF SAME BID
ITEMS IN CONTRACTOR'S PROPOSAL**(This amount is used to calculate the 65%
contract maximum allowable to subcontract)

\$ 2,000.00

*In case of a "Partial Item of Work" or "Lump Sum",
only include that portion to be performed
by the subcontractor.

In the event of a discrepancy in the contract between the Contractor and the Michigan Department of Transportation covering this project, and this subcontract, the contract between the Contractor and the Michigan Department of Transportation will govern and be the basis for any and all decisions.

PRIME CONTRACTOR

Ajax Paving

I hereby certify that this subcontract is complete and accurate as executed between the parties shown above and that all required attachments and addenda to the proposal are included. I have provided copies of the required attachments to the subcontractor listed above. I have reviewed the information on the form, and it is a complete and accurate statement of the work to be performed under this subcontract. This subcontract is in accordance with the current requirement of Section 108.01 of the Standard Specifications for Construction that not less than 35% of the work under the prime contract be performed by my own forces, and is also in accordance with the DBE Participation Plan submitted for this project, if applicable.

SIGNATURE Brandon G. King	Digitally signed by: Brandon G. King DN: CN = Brandon G. King email = bking@ajaxpaving.com C = US O = State of Michigan Date: 2022.03.03 16:12:29 -05'00'	NAME & TITLE Brandon G. King, Project Estimator	DATE 03/03/22
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SUBCONTRACTOR / or DBE Trucker

Merlo Construction

I, as the subcontractor, certify that I am prequalified or certified, as required, with the Michigan Department of Transportation to perform those items of work to be performed under this subcontract. I have received from the prime contractor all copies of required attachments and addenda to the proposal.

SIGNATURE Brian Gustin	Digitally signed by Brian Gustin Date: 2022.03.03 09:52:44 -05'00'	NAME & TITLE Brian Gustin, Project Manager	DATE
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SUB-SUBCONTRACTOR or DBE Trucker (if applicable)

Scodellar Construction

SIGNATURE 	Jeff Lippert Mar 3 2022 9:51 AM	NAME & TITLE Jeff Lippert, Division Manager	DATE 03/03/22
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ADMINISTRATING ENGINEER USE ONLY

DATE RECEIVED BY ENGINEER
Baylie L. Campbell
Apr 8 2022 7:39 AM

* If this subcontract is received and reviewed prior to award of the prime contract, this subcontract will be considered void if for whatever reason, the prime contract is not awarded.

THIS AGREEMENT*, MADE THIS _____ DAY OF _____, 20____, BY AND BETWEEN

CONTRACTOR (1st Tier Only)

Ajax Paving

ADDRESS	Street	City	State	Zip Code
1957 Crooks Rd Ste A, Troy Mi 48084				

AND / OR

SUBCONTRACTOR (2nd Tier Only)

Merlo Construction

ADDRESS	Street	City	State	Zip Code
4964 Technical Dr. Milford Mi. 48381				

AND

SUB-SUBCONTRACTOR

Scodellar Construction

ADDRESS	Street	City	State	Zip Code
51722 Grand River Ave. Wixom, Mi. 48393				

The subcontractor, in consideration of the payment or payments hereinafter specified, agrees to furnish all necessary machinery, tools, apparatus and other means of construction, do all the work, furnish all materials except as otherwise specified and to complete in strict accordance with the contract between the Michigan Department of Transportation and the prime contractor, the work herein described.

REFERENCED SUBCONTRACT ATTACHMENTS:

1. Any Applicable Addenda
2. Prompt Pay Special Provision (SP 109A)
3. Appendix A
4. Appendix C
5. Notice of Requirement for Affirmative Action to Ensure Equal Opportunity – Subcontracts over \$10,000

DESCRIPTION OF WORK - General statement of the location and type of work to be performed by the subcontractor:

Joint Sealing

PROGRESS SCHEDULE

It is further understood and agreed that the timely completion of work tasks is a crucial element of this contract, and that the work shall be so conducted and supervised by the subcontractor as to insure its completion in accordance with the following schedule. Each item of work to be completed on or before the date indicated below:

[illegible]

ONLY FILL THIS SECTION OUT IF THE SUBCONTRACT IS FOR DBE TRUCKING
SIGNIFICANT CONTRACT PAY ITEMS ASSOCIATED WITH DBE TRUCKING

PROP LINE	ITEM CODE	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE (\$)	AMOUNT (\$)
TOTAL						\$0.00

ONLY FILL THIS SECTION OUT IF THE SUBCONTRACT IS FOR DBE TRUCKING
**THE HIRING ENTITY AGREES TO PAY THE DBE TRUCKER FOR
ALL WORK PERFORMED AT THE FOLLOWING UNIT PRICES**

TRUCK NUMBER	TRUCKS / HAULING UNITS	QUANTITY	UNIT	UNIT PRICE (\$)	AMOUNT (\$)
TBD	Example: Tri-Axle Trucking (Prevailing Wage)	10.00	Hour	\$130.00	\$1300.00
TBD	Example: Tri-Axle Trucking (Prevailing Wage)	40.00	Ton	\$15.00	\$600.00
	Pay Unit examples: TON, CYD, HOUR (HR), ETC...				
TOTAL					\$0.00

Authorization and payment for unforeseen contingencies shall be as provided by that Resolution of the State Administrative Board relating to Department of Transportation Construction and Maintenance contracts in effect when bids were received for this project.

In connection with the performance of this contract, the prime contractor and the subcontractor agree to comply with the provisions of the State of Michigan "Prohibition of Discrimination in State Contracts" as set forth in Appendix A, and with the Civil Rights Act of 1964 (78 Stat. 252) as set forth in Appendix C, attached and made a part hereof. In the event the project work covered by this contract involves the use of Federal funds, the prime contractor and the subcontractor further agree to comply with the Regulations of the U.S. Department of Transportation (49 C.F.R. Part 26.21), and with the provisions of the Required Contract Provisions Federal-Aid Construction Contracts (Form FHWA-1273) which shall be attached and made a part hereof for all Federally assisted Michigan Department of Transportation projects or the Michigan Department of Transportation Aeronautics-Airports Program Federal Requirements which shall be attached and made a part hereof for all Federally assisted Michigan Department of Transportation, Bureau of Aeronautics projects.

All work will be to the complete satisfaction of the Michigan Department of Transportation. Bureau of Aeronautics projects work shall be done under the direct supervision of the owner and to the complete satisfaction of the owner and the Michigan Aeronautics Commission, for the Michigan Department of Transportation.

It is specifically understood and agreed that the subcontractor will present satisfactory evidence to the prime contractor prior to the beginning of work, that: Workmen's Compensation Insurance has been obtained and is in full force and effect covering all employees performing work hereunder, and Comprehensive General Liability insurance is in full force and effect covering bodily injury and property damage; and that both will be kept in full force and effect until the work herein contracted for has been fully completed.

It is understood and agreed that the prequalification of the subcontractor pursuant to 1933 P.A. 170, or the certification of the subcontractor pursuant to 49 C.F.R. Part 26 does not constitute a guarantee or warranty of the subcontractor's ability to perform or complete the work contained herein.

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, sex, age, or disability in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts, Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

The subcontractor agrees to irrevocably assign its rights to pursue any claims for relief or cases of action for damages sustained by the State of Michigan or the Michigan Department of Transportation, with regard to claims based on goods or services that were used to meet its obligations to the Contractor and/or the Contractor's obligation to the Michigan Department of Transportation under this contract, due to any violation of 15 USC §§ 1-15 or 1984 PA 274, MCL 445.771- .788, excluding § 4a, to the State of Michigan as a third-party beneficiary. The subcontractor agrees to irrevocably assign its rights to pursue any claims for relief or causes of action for damages sustained.

The subcontractor shall notify the Michigan Department of Transportation if it becomes aware that an antitrust violation, with regard to claims based on goods or services that were used to meet its obligation to the contractor and/or the Contractor's obligation to the Michigan Department of Transportation under this contract, may have occurred, or is threatened to occur. The subcontractor shall also notify the Michigan Department of Transportation if it becomes aware of any person's intent to commerce, or commencement of, an antitrust action with regard to claims based on goods or services that were used to meet the contractor's obligation to the Michigan Department of Transportation under this contract.