



MEMORANDUM

City of Venice

Finance Department

TO: Ed Lavallee, City Manager

THROUGH: Linda Senne, Finance Director

FROM: Peter Boers, Procurement Manager

DATE: September 25, 2019

COUNCIL APPROVAL: Yes

MEETING DATE: October 22, 2019

STRATEGIC PLAN GOAL: Upgrade and Maintain City Infrastructure and Facilities

SUBJECT: Approval of Contract with Giannetti Contracting Corporation in the amount of \$3,346,844 for the Venetian Parkway Water and Sanitary Sewer Replacement Project

Background: At the request of the Utilities Department, Procurement has solicited sealed bids for Invitation to Bid, ITB 3106-19, Venetian Parkway Water and Sanitary Sewer Replacement Project. On August 27, 2019, two (2) responsive and responsible bids were received. Upon evaluation of the bids staff recommends award to Giannetti Contracting Corporation of Pompano Beach, Florida, as the lowest responsive and responsible bidder, in the amount of \$3,346,844. A Notice of Intent to Award was issued on September 11, 2019.

The Utilities Department has reviewed the bid responses and concurs with the attached Consulting Engineers' recommendations.

Requested Action: Approval of Contract with Giannetti Contracting Corporation in the amount of \$3,346,844 for the Venetian Parkway Water and Sanitary Sewer Replacement Project

If for an agenda item, this document and any associated backup created by City of Venice staff has been reviewed for ADA compliance: Yes

City Attorney Review/Approved: Yes

Risk Management Review: Yes

Finance Department Review/Approved: Yes

Funds Availability (account number): Funds appropriated in the Utilities Fund for Fiscal Year 2020

ORIGINAL(S) ATTACHED: Draft Contract, Notice of Intent to Award, Recommendation from Consulting Engineer

Cc: Javier Vargas, John Banks

CONTRACT

THIS CONTRACT, pursuant to City Council approval granted on _____, is made and entered into this _____ day of _____, 2019, by and between the City of Venice, Florida, hereinafter referred to as the City, and Giannetti Contracting Corporation, hereinafter referred to as the Contractor.

W I T N E S S E T H:

THAT FOR and in consideration of the mutual covenants and obligations hereafter set forth, the parties hereto agree as follows:

(1) The Contract Documents consist of this Contract, Performance and Payment Bonds attached hereto as composite Attachment A and, the City's Invitation to Bid (ITB) **#3106-19 Venetian Parkway Water & Sanitary Sewer Relocation**, including: standard general conditions, supplemental conditions, special conditions, technical specifications, drawings, Contractor's bid proposal for ITB #3106-19, all of which are incorporated herein by reference. All of the Contract Documents are made a part of this Contract.

(2) The Contractor shall perform all the work required by the Contract Documents and shall include installation of the listed items per the bid specifications.

(3) The work to be performed under this Contract shall be completed within five hundred seventy-five (**575**) days of the issuance of the Notice to Proceed by the City.

(4) The City shall pay the Contractor for the performance of the work, in accordance with Exhibit B, subject to the terms and conditions of the Contract Documents and any written change orders, the Contract sum not to exceed: **Three Million, Three Hundred Forty-Six Thousand, Eight Hundred Forty-Four & 00/100s Dollars (\$3,346,844.00)**.

(5) Time is of the essence in this Contract. In the event that the work is not completed within the required time as specified in Section 3 herein, then from the compensation otherwise to be paid to the Contractor, the City may retain the sum of **one thousand, five hundred thirty-two dollars (\$1,532) per day** for each calendar day that the work remains incomplete beyond the time limit, which sum shall represent the actual damage which the City will have sustained per day by failure of the Contractor to complete the work within the required time, said sum not being a penalty but being the stipulated damages the City will have sustained in the event of such default by the Contractor.

(6) In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, sex, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post hereafter in conspicuous places, available for employees or applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause. The Contractor further agrees to insert the foregoing provisions in all contracts hereunder, including contracts or agreements with labor unions and/or workers' representatives, except subcontracts for standard commercial supplies or raw materials.

(7) Contractor must secure and maintain any and all permits and licenses required to complete the work under this Contract, unless the Contract Documents provide otherwise.

(8) Throughout the term of this Contract the Contractor must maintain insurance in at least the amounts and coverage required as shown in Exhibit C. The Contractor must provide a Certificate of Insurance to the City evidencing such coverage prior to issuance of the Notice to Proceed by the City.

(9) Contractor agrees to comply with Florida's public records law by keeping and maintaining public records that ordinarily and necessarily would be required by the public agency in order to perform the services of this Contract; upon the request of the City's Custodian of Public Records, by providing the City with copies of or access to public records on the same terms and conditions that City would provide the records and at a cost that does not exceed the cost provided by Florida law; by ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed excepts as authorized by law for the duration of the term of the Contract and following completion of the Contract if the Contractor does not transfer the records to the City; and upon completion of the Contract by transferring, at no cost, to City all public records in possession of Contractor or by keeping and maintaining all public records required by the City to perform the services of this Contract. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS LORI STELZER, MMC, CITY CLERK, AT 401 W. VENICE AVENUE, VENICE, FLORIDA 34285, (941) 882-7390, LSTELZER@VENICEGOV.COM.

(10) Contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the City from all suits, actions, or claims of any kind brought on account of any injuries or damages received or sustained by any person or property by or from the Contractor or in consequence of any neglect in safeguarding the work; or by the use of any unacceptable materials related to the work; or on account of any act or omission, neglect or misconduct of the Contractor; or on account of any claim or amounts received under the "Workers' Compensation Law" or any other laws or ordinances, except only such injury or damage as shall have been caused by the negligence of the City. The first ten dollars (\$10.00) of compensation received by the Contractor represents specific consideration for this indemnification obligation.

(11) Contractor shall be responsible for compliance with the requirements under Chapter 556, Florida Statutes, the "Underground Facility Damage Prevention and Safety Act." Contractor's obligations to defend, indemnify, and hold harmless the City, as provided for under Section 10 of this Contract, shall specifically apply to any violations alleged against the City under the Underground Facility Damage Prevention and Safety Act related to the performance of the work under this Contract. Contractor acknowledges that included in the various items of the proposal and in the total bid price, are costs for complying with the Florida Trench Safety Act (90-96 Laws of Florida) effective October 1, 1990.

(12) Termination. This Contract may be terminated by the City without cause, by giving thirty (30) days prior written notice to Contractor of the intention to cancel. or with cause at any time Contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of Contractor to comply with any of the provisions of this Contract shall be considered a material breach of Contract and shall be cause for immediate termination of the Contract at the discretion of the city. This Contract may be terminated by the Contractor only by mutual consent of both parties. If this Contract is terminated before performance is completed, the Contractor shall be paid only for that work satisfactorily performed for which costs can be substantiated.

(13) The laws of the State of Florida shall govern all provisions of this Contract. Venue for any dispute shall be Sarasota County, Florida. If any court proceeding or other action occurs between the parties

as a result of this Contract or any other document or act required by this Contract, the prevailing party shall be entitled to recover attorney's fees and all court costs, including attorney's fees and court costs incurred in any pre-trial, trial, appellate, and/or bankruptcy proceedings, as well as, attorney's fees and costs incurred in determining entitlement to and reasonableness of fees and costs.

(14) This Contract and the Contract Documents constitute the entire agreement of the parties and may not be changed or modified, except by a written document signed by both parties hereto. This Contract shall be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF, the parties to the Contract have hereunto set their hands and seals and have executed this Contract, the day and year first above written.

ATTEST:

GIANNETTI CONTRACTING CORPORATION

BY:_____

Signed by (typed or printed)

Signed by (typed or printed)

(SEAL)

CITY OF VENICE

ATTEST:

IN SARASOTA COUNTY, FLORIDA

CITY CLERK

BY:_____

MAYOR JOHN HOLIC

Approved as to Form and Correctness

Kelly M. Fernandez, City Attorney

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EXHIBIT A

SURETY BONDS

At the time of executing the Contract Documents, the successful proposer shall append to this sheet separate performance and payment bonds each equal to one-hundred percent (100%) of the Contract amount. Said bonds become an integral part of these Contract Documents and shall meet the following requirements:

1. Surety bonds submitted shall be written by a surety company that is approved by the City Finance Director and authorized to do business in the State of Florida, shall be accompanied by evidence of the authority of the issuing agent, and shall be on a form to be approved by the City Attorney. No bond in an amount greater than \$5,000 required by the City Charter, the Ordinances of The City of Venice, or the laws of the State of Florida shall be approved by the City Finance Director unless the surety company executing the bond is listed by the United States Treasury Department as being approved for writing bonds for Federal projects and its current list in an amount not less than the amount of the bond tendered to The City of Venice.

2. Both the separate payment and performance bonds shall be in the general form of AIA documents A311. Additionally, the payment bond shall state as follows:

“This bond is issued in compliance with Section 255.05, Florida Statutes (1994 Supp.), as may be amended. A claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for his labor, materials, or supplies shall, within 45 days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish the Contractor with a notice, that he intends to look to the bond for protection. A claimant who is not in privity with the Contractor and who has not received payment for his labor, materials, or supplies shall, within 90 days after performance of the labor or after complete delivery of the materials or supplies, or with respect to rental equipment, within 90 days after the date that the rental equipment was last on the job site available for use, deliver to the Contractor and to the surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. No action for the labor, materials, or supplies may be instituted against the Contractor or the surety unless both notices have been given. No action shall be instituted against the Contractor or the surety on the payment bond or the payment provisions of a combined payment and performance bond after 1 year from the performance of the labor or completion of delivery of the materials or supplies. A claimant may not waive in advance his right to bring an action under the bond against the surety. In any action brought to enforce a claim against a payment bond under this section, the prevailing party is entitled to recover a reasonable fee for the services of his attorney for trial and appeal or for arbitration, in an amount to be determined by the court, which fee must be taxed as part of his costs, as allowed in equitable actions.”

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PUBLIC WORKS PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT Giannetti Contracting Corporation, as Principal, hereinafter called Contractor; and, _____ a corporation of the State of Florida, as surety, hereinafter called Surety, are held and firmly bound unto the City of Venice as Obligee, hereinafter called the City, in the amount of Three Million, Three Hundred Forty-Six Thousand, Eight Hundred Forty-Four & 00/100's Dollars (\$3,346,844.00) , for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has _____ by written Contract dated the _____ day of _____, 20____, entered into a Contract with the City for the following described project: **ITB #3106-19 Venetian Parkway Water & Sanitary Sewer Relocation** which Contract is by reference incorporated herein and made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if Contractor shall promptly make payments to all persons supplying Contractor labor, materials and supplies, used directly or indirectly by the said Contractor or Subcontractors in the prosecution of the work provided for in said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

PROVIDED FURTHER, that this Bond is issued pursuant to Section 255.05, Florida Statutes, and reference is hereby made to the notice and time limitations in said statute for making claims against this Bond.

PROVIDED FURTHER, that any suit under this Bond must be instituted before the expiration of one (1) year from the performance of the labor or completion of delivery of the materials or supplies.

PROVIDED FURTHER, no right of action shall accrue on this Bond to or for the use of any person or corporation other than the City named herein and those persons or corporations provided for by Section 255.05, Florida Statutes, their heirs, executors, administrators, successors or assigns.

SIGNED AND SEALED this _____ day of _____, A.D., 20____.

IN THE PRESENCE OF:

CONTRACTOR

BY:_____

INSURANCE COMPANY

BY:_____

Agent and Attorney-in-Fact

PUBLIC WORKS PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT Giannetti Contracting Corporation, as Principal, hereinafter called Contractor; and _____, a corporation of the State of Florida, as surety, hereinafter called Surety, are held and firmly bound unto the City of Venice as Obligee, hereinafter called the City, in the amount of Three Million, Three Hundred Forty-Six Thousand, Eight Hundred Forty-Four & 00/100's Dollars (\$3,346,844.00) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written Contract dated the _____ day of _____, 20__, entered into a Contract with the City of Venice for the following described project: **ITB #3106-19 Venetian Parkway Water & Sanitary Sewer Relocation**, which Contract is by reference incorporated herein and made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the

Contractor shall promptly and faithfully perform the Contract during the original term thereof and any extensions thereof which may be granted by the City with or without notice to the Surety and during any guarantee or warranty period, including the obligation to correct any latent defects not discovered until after acceptance of the project by the City, and if he shall satisfy all claims and demands incurred under said Contract and shall fully indemnify and save harmless the City, its agents, Engineer and employees from all losses, damages, expenses, costs and Attorney's Fees, including appellate proceedings which it may suffer by reason of failure to do so, and shall reimburse and repay the City all outlay and expense which the City may incur in making good any default, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED FURTHER, whenever Contractor shall be, and declared by the City to be in default under the Contract, the City having performed its obligations thereunder, the Surety may promptly remedy the default or shall promptly:

- (1) Complete the Contract in accordance with its terms and conditions; or
- (2) Obtain a bid or bids for submission to the City for completing the Contract in accordance with its terms and conditions and upon determination by the City and Surety of the lowest responsible bidder, arrange for a Contract between such bidder and City and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion, less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price" as used in this paragraph, shall mean the total

amount payable by the City to Contractor under the Contract and any amendments thereto, less the amount properly paid by the City to the Contractor.

PROVIDED FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Contract Documents accompanying the same shall in any waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Contract Documents.

PROVIDED FURTHER, any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due; except that, when the action involves a latent defect, suit must be instituted within four (4) years from the time the defect is discovered or should have been discovered with the exercise of due diligence.

PROVIDED FURTHER, no right of action shall accrue on this bond to or for the use of any person or corporation other than the City, its successors or assigns.

SIGNED AND SEALED this _____ day of _____, AD., 20____.

IN THE PRESENCE OF: CONTRACTOR

_____ BY: _____

INSURANCE COMPANY

BY: _____

Agent and Attorney-in-Fact

EXHIBIT B

Mobilization / MOT					
ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Maintenance of Traffic and Traffic Control	1	LS	\$ 265,000.00	265,000.00
2	Mobilization and Demobilization	1	LS	\$ 719,000.00	719,000.00
	Subtotal Cost of Mobilization/MOT				984,000.00
Sanitary Sewer					
3	8" PVC Gravity Sanitary Sewer Pipe	4500	LF	\$ 55.00	247,500.00
4	Remove Existing 8" PVC Gravity Sewer	300	LF	\$ 20.00	6,000.00
5	Sanitary Service Lateral (ROW to New Gravity Sewer Main)	2400	LF	\$ 33.00	79,200.00
6	Sanitary Service Lateral (ROW to Existing Gravity Sewer Main)	1400	LF	\$ 50.00	70,000.00
7	Sanitary Sewer Service Lateral (Private Property)	13,300	LF	\$ 18.00	239,400.00
8	Sanitary Sewer Manhole	17	EA	\$ 5,070.00	86,190.00
9	Sanitary Sewer Manhole (Doghouse)	2	EA	\$ 5,553.00	11,106.00
10	Remove Existing Sanitary Sewer Manhole	2	EA	\$ 1,760.00	3,520.00
11	Core Existing Sanitary Manhole	4	EA	\$ 2,750.00	11,000.00
12	Place 8" Pipe Out of Service	2200	LF	\$ 3.40	7,480.00
13	Place 6" Pipe Out of Service	3600	LF	\$ 2.40	8,640.00
14	Place 4" Pipe Out of Service	930	LF	\$ 1.70	1,581.00
15	Place Existing Sanitary Sewer Lateral Out of Service	154	EA	\$ 235.00	36,190.00
16	Private Property Restoration - Sod	2000	SF	\$ 1.80	3,600.00
17	Private Property Restoration - Concrete pool deck with decorative coating	100	SF	\$ 22.00	2,200.00
18	Private Property Restoration - Concrete Driveway	260	SF	\$ 22.00	5,720.00
19	Private Property Restoration - Tree Removal	2	EA	\$ 2,915.00	5,830.00
20	Private Property Restoration - Relocate Utility Shed	1	EA	\$ 2,530.00	2,530.00
21	Concrete Driveway Restoration in ROW	2200	SF	\$ 9.00	19,800.00
22	Shell/Rock Driveway Restoration in ROW	100	SF	\$ 2.00	200.00
23	Concrete Sidewalk Restoration in ROW	1100	SF	\$ 8.00	8,800.00

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	
24	Concrete Curb and Gutter Restoration	640	LF	\$ 39.00	24,960.00
25	Contractor/Property Owner Coordination	156	Property	\$ 73.00	11,388.00
26	Remove Septic Tank	1	EA	\$ 1,815.00	1,815.00
	Subtotal Cost of Sanitary Sewer				894,650.00
Stormwater					
27	Remove and Replace Storm Inlet	3	EA	\$ 4,345.00	13,035.00
28	Remove and Replace 15" RCP	52	LF	\$ 92.00	4,784.00
29	Remove and Replace 18' RCP	28	LF	\$ 100.00	2,800.00
30	Core Existing Storm Manhole	2	EA	\$ 3,190.00	6,380.00
	Subtotal Cost of Storm Water				26,999.00
Potable Water					
31	6" PVC Water Main	2100	LF	\$ 20.00	42,000.00
32	6" Gate Valve	11	EA	\$ 1,131.00	12,441.00
33	Fire Hydrant Assembly	3	EA	\$ 4,589.00	13,767.00
34	Remove Existing Fire Hydrant Assembly	1	EA	\$ 1,347.00	1,347.00
35	6" x 6" Tee	7	EA	\$ 267.00	1,869.00
36	Single Water Service in ROW (near side)	21	EA	\$ 655.00	13,755.00
37	Single Water Service in ROW (far side)	29	EA	\$ 912.00	26,448.00
38	Double Water Service in ROW (near side)	7	EA	\$ 1,260.00	8,820.00
39	Double Water Service in ROW (far side)	22	EA	\$ 1,666.00	36,652.00
40	Water Service Connection on Private Property	9000	LF	\$ 10.50	94,500.00
41	Private Property Restoration - Sod	13,500	SF	\$ 1.80	24,300.00
42	Private Property Restoration - Driveway	160	SF	\$ 17.00	2,720.00
43	Relocate Existing Reclaimed Water Meter	20	EA	\$ 438.00	8,760.00
44	Relocated Existing Dual Check Valve Assemblies	64	EA	\$ 253.00	16,192.00
45	Remove Reduced Pressure Assembly and Replace with Dual Check Valve Assembly	1	EA	\$ 253.00	253.00
46	Place 4" Pipe Out of Service	3700	LF	\$ 2.00	7,400.00

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	
47	6" Insertion Valves	3	EA	\$ 7,645.00	22,935.00
	Subtotal Cost of Potable Water				334,159.00
Paving					
48	Pavement Restoration	17800	SY	\$ 40.00	712,000.00
49	Additional Mill and Resurface Pavement	10000	SY	\$ 18.00	180,000.00
50	Full Road Base Restoration	845	SY	\$ 40.00	33,800.00
	Subtotal Cost of Paving				925,800.00
1000 Pinebrook Road					
51	Sewer Service for 1000 Pinebrook Road	1	LS	\$ 6,236.00	6,236.00
	Subtotal Cost of 1000 Pinebrook Road				6,236.00
Allowance					
A1	Owner's Allowance	1	LS		150,000.00
A2	Permitting Allowance	1	LS		25,000.00
	Subtotal Cost of Allowances				175,000.00
	Grand Total				3,346,844.00

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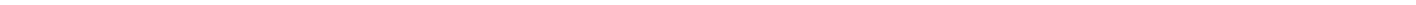


EXHIBIT C

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

1. The City of Venice is to be specifically included as an **ADDITIONAL INSURED** for **Commercial General Liability** and **Business Auto Policy**.
2. The City of Venice shall be named as Certificate Holder. *Please Note that the Certificate Holder should read as follows:*

The City of Venice

401 W. Venice Avenue

Venice, FL 34285

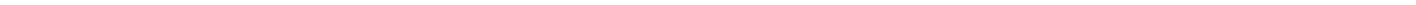
No City Division, Department, or individual name should appear on the certificate. **NO OTHER FORMAT WILL BE ACCEPTABLE.**

3. The "Acord" certification of insurance form shall be used.
 4. Required Coverage
 - a) **Commercial General Liability:** including but not limited to bodily injury, property damage, contractual liability, products and completed operations, and personal injury with limits of not less than \$ 1,000,000 per occurrence, \$ 1,000,000 aggregate covering all work performed under this Contract. Include broad form property damage (provide insurance for damage to property under the care custody and control of the Contractor)
 - b) **Business Auto Policy:** including bodily injury and property damage for all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000 combined single limit covering all work performed under this Contract.
 - c) **Workers Compensation:** Contractor will provide Workers Compensation Insurance on behalf of all employees, including sub-contractors, who are to provide a service under this Contract, as required under Florida Law, Chapter 440, and Employers Liability with limits of not less than \$100,000 per employee per accident; \$500,000 disease aggregate; and \$100,000 per employee per disease.
 5. Policy Form:
 - a) All policies required by this Contract, with the exception of Workers Compensation, or unless specific approval is given by the City, are to be written on an occurrence basis, shall name the City of Venice, its Elected Officials, Officers, Agents, Employees as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Workers Compensation, shall agree to waive all rights of subrogation against the City of Venice, its Elected Officials, Officers, Agents, and Employees.
 - b) Insurance requirements itemized in this Contract, and required of the Contractor, shall be provided on behalf of all subcontractors to cover their operations performed under this
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Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

- c) Each insurance policy required by this Contract shall:
 - (1) apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability;
 - (2) be endorsed to state that coverage shall not be suspended, voided or canceled by either party except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to the City of Venice's Director of Administrative Services.
 - d) The City shall retain the right to review, at any time, coverage form, and amount of insurance.
 - e) The procuring of required policies of insurance shall not be construed to limit Contractor's liability nor to fulfill the indemnification provisions and requirements of this Contract.
 - f) The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of any deductible and/or retention to which such policies are subject, whether or not the City is an insured under the policy. In the event that claims in excess of the insured amounts provided herein are filed by reason of operations under the Contract, the amount excess of such claims, or any portion thereof, may be withheld from any payment due or to become due to the Contractor until such time the Contractor shall furnish additional security covering such claims as may be determined by the City.
 - g) Claims Made Policies will be accepted for professional and hazardous materials and such other risks as are authorized by the City. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two years. If provided as an option, the Contractor agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.
 - h) Certificates of Insurance evidencing Claims Made or Occurrence form coverage and conditions to this Contract, as well as the City's Bid Number and description of work, are to be furnished to the City's Director of Administrative Services, 401 West Venice Avenue, Venice, FL 34285, ten (10) business days prior to commencement of work and a minimum of thirty (30) calendar days prior to expiration of the insurance policy.
 - i) Notices of Accidents and Notices of Claims associated with work being performed under this Contract, shall be provided to the Contractor's insurance company and the City's Director of Administrative Services, as soon as practicable after notice to the insured.
 - j) All property losses shall be payable to, and adjusted with, the City.
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CITY OF VENICE
401 W. Venice Avenue Venice, FL. 34285

NOTICE OF INTENT TO AWARD

BID NUMBER: ITB 3106-19

BID TITLE: Venetian Parkway Water and Sanitary Sewer Relocation

DUE DATE AND TIME: August 27, 2019

RESPONDENTS:

Company Name	City	County	Base Bid
Andrew Sitework, LLC	Fort Myers, FL	Lee	\$3,631,847.00
Giannetti Contracting Corporation	Cape Coral, FL	Lee	\$3,346,844.00

AWARD: Lowest responsive and responsible Base Bid.

RESULTS: **Giannetti Contracting Corporation**, having submitted the lowest responsive and responsible bid is recommended for award.

By: 
Peter A. Boers, Procurement Manager

Date: 09/11/2019

Atkins Project No.: 100040526**Tel:** 407-647-7275**Direct no:** 407-806-4120

Mr. John Banks
Utilities CIP Manager
City of Venice Utilities Department
3510 East Laurel Road
Nokomis, FL 34275

September 4, 2019

RE: Recommendation of Award
City of Venice – Venetian Parkway Water & Sanitary Sewer Relocation
Bid Number: ITB 3106-19

Dear Mr. Banks,

In accordance with the provisions in the Instructions to Bidders for the City of Venice Venetian Parkway Water & Sanitary Relocation project, two bids were received, opened, and read out loud on August 27, 2019 at the Community Hall in City Hall. The table below provides a list of bidders and total bid prices.

Contractor Name	Total Bid Amount
Giannetti Contracting Corporation	\$3,346,844.00
Andrew Sitework, LLC	\$3,631,847.00

We have completed a review of the proposals submitted by both bidders. Our review of the bids was based on responsiveness to bidding procedures and all requested information being provided as required by the Contract Documents. A more thorough review and evaluation of the bid was completed for the apparent low bidder, Giannetti Contracting Corporation.

Atkins North American, Inc. (Atkins) was able to contact three of the four references provided by Giannetti Contracting Corporation in the bid proposal. All three provided positive feedback. The summary from each reference is attached to this letter. Giannetti Contractor Corporation's positive references for similar work, including work on private property, Atkins can conclude that they appear capable of performing the work.

Giannetti Contracting Corporation's total bid price of \$3,346,844 is within 4.02% of the Engineer's Opinion of Probable Construction Cost. This appears reasonable. Therefore, Atkins recommends that the contract for the Venetian Parkway Water and Sanitary Sewer Relocation project be awarded to Giannetti Contracting Corporation.

If you have any questions or need additional information, please feel free to contact me via phone at (407) 806-4120 or via e-mail at chad.setzer@atkinsglobal.com.

Sincerely,


Chad A. Setzer, P.E.

Attachments: Reference Summaries

City of Hollywood

Contact Name: Clece Aurelus

Contact Number: 954-967-4455

Note: Clece Aureles was not available, but Wilhelmina Montero, PM on the project, provided the responses below.

- What project did they work on? Various WM Replacement Projects – Hollywood Blvd and Sheridan Street.
- What was the scope of the project? 120,000 LF of varying pipe sizes, meter replacement
- What was the bid amount for the project? \$30,689,000
- Were there any change orders on the project? If so, were they owner or contractor suggested? Two (2) change orders initiated by the City
- Was there any work on private property completed? Work on about 300 meters on private property. Contractor obtained "Private Property Entry Permit" to work on the private property.
- Was project close out done in a timely manner? Close out was done in a timely manner
- They listed you as a reference, but would you work with them again on another project? Yes

Broward County

Contact Name: Pat MaGregor

Contact Number: 954-831-0904

- What project did they work on? Various projects including a neighborhood rehabilitation project.
- What was the scope of the project? Complete utility rehabilitation includes storm, force main, sanitary, and water mains
- What was the bid amount for the project? \$17,600,000
- Were there any change orders on the project? If so, were they owner or contractor suggested? Yes, all initiated by the County
- Was there any work on private property completed? Primarily ROW to ROW, but had back lot sanitary laterals to reroute to the front. Contractor had 30 days to complete lateral reroutes and completed in a timely manner. In one case, a lateral was not identified and contractor came back 6 years later to fix.
- Was project close out done in a timely manner? Close out was done in a timely manner
- They listed you as a reference, but would you work with them again on another project? Yes with high respect for the contractor.

Kimley Horn

Contact Name: Tom Jensen

Contact Number: 561-248-5967

- What project did they work on? Septic to sewer for Jupiter Inlet Colony (a small municipality)
- What was the scope of the project? Convert septic to sewer...primarily gravity sanitary, pump station and force main, but also some storm sewer work.
- What was the bid amount for the project? \$9,600,000
- Were there any change orders on the project? Yes, 6 in total. 5 by the KHA and 1 by the contractor. Muck was not accounted for in KHA design and contractor need extra money to deal with conditions.
- Was there any work on private property completed? Yes, redirect sanitary laterals from septic tanks to new sewer. No issues with contractor on private property. However, this project was a "partnership" project that the residents wanted to remove the septic tanks and were willing to compromise/help. Contractor was also mindful of private property.
- Was project close out done in a timely manner? Close out was done in a timely manner
- They listed you as a reference, but would you work with them again on another project? Yes and recently gave a new project to them and will be partnering in the future design-build projects.

Florida Keys Aqueduct Authority (FKAA)

Contact Name: Stephanie Bruno

Contact Number: 305-295-2218

Reference was not able to be reached.

CONTRACT

THIS CONTRACT, pursuant to City Council approval granted on _____, is made and entered into this _____ day of _____, 2019, by and between the City of Venice, Florida, hereinafter referred to as the City, and Giannetti Contracting Corporation, hereinafter referred to as the Contractor.

WITNESSETH:

THAT FOR and in consideration of the mutual covenants and obligations hereafter set forth, the parties hereto agree as follows:

(1) The Contract Documents consist of this Contract, Performance and Payment Bonds attached hereto as composite Attachment A and, the City's Invitation to Bid (ITB) **#3106-19 Venetian Parkway Water & Sanitary Sewer Relocation**, including: standard general conditions, supplemental conditions, special conditions, technical specifications, drawings, Contractor's bid proposal for ITB #3106-19, all of which are incorporated herein by reference. All of the Contract Documents are made a part of this Contract.

(2) The Contractor shall perform all the work required by the Contract Documents and shall include installation of the listed items per the bid specifications.

(3) The work to be performed under this Contract shall be completed within five hundred seventy-five (575) days of the issuance of the Notice to Proceed by the City.

(4) The City shall pay the Contractor for the performance of the work, in accordance with Exhibit B, subject to the terms and conditions of the Contract Documents and any written change orders, the Contract sum not to exceed: **Three Million, Three Hundred Forty-Six Thousand, Eight Hundred Forty-Four & 00/100s Dollars (\$3,346,844.00)**.

(5) Time is of the essence in this Contract. In the event that the work is not completed within the required time as specified in Section 3 herein, then from the compensation otherwise to be paid to the Contractor, the City may retain the sum of **one thousand, five hundred thirty-two dollars (\$1,532) per day** for each calendar day that the work remains incomplete beyond the time limit, which sum shall represent the actual damage which the City will have sustained per day by failure of the Contractor to complete the work within the required time, said sum not being a penalty but being the stipulated damages the City will have sustained in the event of such default by the Contractor.

(6) In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, sex, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post hereafter in conspicuous places, available for employees or applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause. The Contractor further agrees to insert the foregoing provisions in all contracts hereunder, including contracts or agreements with labor unions and/or workers' representatives, except subcontracts for standard commercial supplies or raw materials.

(7) Contractor must secure and maintain any and all permits and licenses required to complete the work under this Contract, unless the Contract Documents provide otherwise.

(8) Throughout the term of this Contract the Contractor must maintain insurance in at least the amounts and coverage required as shown in Exhibit C. The Contractor must provide a Certificate of Insurance to the City evidencing such coverage prior to issuance of the Notice to Proceed by the City.

(9) Contractor agrees to comply with Florida's public records law by keeping and maintaining public records that ordinarily and necessarily would be required by the public agency in order to perform the services of this Contract; upon the request of the City's Custodian of Public Records, by providing the City with copies of or access to public records on the same terms and conditions that City would provide the records and at a cost that does not exceed the cost provided by Florida law; by ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Contract and following completion of the Contract if the Contractor does not transfer the records to the City; and upon completion of the Contract by transferring, at no cost, to City all public records in possession of Contractor or by keeping and maintaining all public records required by the City to perform the services of this Contract. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS LORI STELZER, MMC, CITY CLERK, AT 401 W. VENICE AVENUE, VENICE, FLORIDA 34285, (941) 882-7390, LSTELZER@VENICEGOV.COM.

(10) Contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the City from all suits, actions, or claims of any kind brought on account of any injuries or damages received or sustained by any person or property by or from the Contractor or in consequence of any neglect in safeguarding the work; or by the use of any unacceptable materials related to the work; or on account of any act or omission, neglect or misconduct of the Contractor; or on account of any claim or amounts received under the "Workers' Compensation Law" or any other laws or ordinances, except only such injury or damage as shall have been caused by the negligence of the City. The first ten dollars (\$10.00) of compensation received by the Contractor represents specific consideration for this indemnification obligation.

(11) Contractor shall be responsible for compliance with the requirements under Chapter 556, Florida Statutes, the "Underground Facility Damage Prevention and Safety Act." Contractor's obligations to defend, indemnify, and hold harmless the City, as provided for under Section 10 of this Contract, shall specifically apply to any violations alleged against the City under the Underground Facility Damage Prevention and Safety Act related to the performance of the work under this Contract. Contractor acknowledges that included in the various items of the proposal and in the total bid price, are costs for complying with the Florida Trench Safety Act (90-96 Laws of Florida) effective October 1, 1990.

(12) Termination. This Contract may be terminated by the City without cause, by giving thirty (30) days prior written notice to Contractor of the intention to cancel. or with cause at any time Contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of Contractor to comply with any of the provisions of this Contract shall be considered a material breach of Contract and shall be cause for immediate termination of the Contract at the discretion of the city. This Contract may be terminated by the Contractor only by mutual consent of both parties. If this Contract is terminated before performance is completed, the Contractor shall be paid only for that work satisfactorily performed for which costs can be substantiated.

(13) The laws of the State of Florida shall govern all provisions of this Contract. Venue for any dispute shall be Sarasota County, Florida. If any court proceeding or other action occurs between the parties

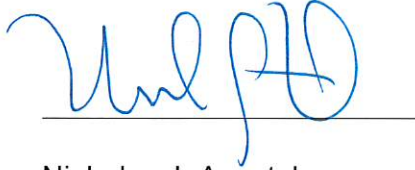
as a result of this Contract or any other document or act required by this Contract, the prevailing party shall be entitled to recover attorney's fees and all court costs, including attorney's fees and court costs incurred in any pre-trial, trial, appellate, and/or bankruptcy proceedings, as well as, attorney's fees and costs incurred in determining entitlement to and reasonableness of fees and costs.

(14) This Contract and the Contract Documents constitute the entire agreement of the parties and may not be changed or modified, except by a written document signed by both parties hereto. This Contract shall be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF, the parties to the Contract have hereunto set their hands and seals and have executed this Contract, the day and year first above written.

ATTEST:

GIANNETTI CONTRACTING CORPORATION



Nicholas J. Apostol,
Vice President & Secretary

Signed by (typed or printed)

BY:



Richard Gibbs III, President & Treasurer

Signed by (typed or printed)

(SEAL)

CITY OF VENICE

ATTEST:

IN SARASOTA COUNTY, FLORIDA

CITY CLERK

BY:

MAYOR JOHN HOLIC

Approved as to Form and Correctness

Kelly M. Fernandez, City Attorney

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EXHIBIT A

SURETY BONDS

At the time of executing the Contract Documents, the successful proposer shall append to this sheet separate performance and payment bonds each equal to one-hundred percent (100%) of the Contract amount. Said bonds become an integral part of these Contract Documents and shall meet the following requirements:

1. Surety bonds submitted shall be written by a surety company that is approved by the City Finance Director and authorized to do business in the State of Florida, shall be accompanied by evidence of the authority of the issuing agent, and shall be on a form to be approved by the City Attorney. No bond in an amount greater than \$5,000 required by the City Charter, the Ordinances of The City of Venice, or the laws of the State of Florida shall be approved by the City Finance Director unless the surety company executing the bond is listed by the United States Treasury Department as being approved for writing bonds for Federal projects and its current list in an amount not less than the amount of the bond tendered to The City of Venice.

2. Both the separate payment and performance bonds shall be in the general form of AIA documents A311. Additionally, the payment bond shall state as follows:

"This bond is issued in compliance with Section 255.05, Florida Statutes (1994 Supp.), as may be amended. A claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for his labor, materials, or supplies shall, within 45 days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish the Contractor with a notice, that he intends to look to the bond for protection. A claimant who is not in privity with the Contractor and who has not received payment for his labor, materials, or supplies shall, within 90 days after performance of the labor or after complete delivery of the materials or supplies, or with respect to rental equipment, within 90 days after the date that the rental equipment was last on the job site available for use, deliver to the Contractor and to the surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. No action for the labor, materials, or supplies may be instituted against the Contractor or the surety unless both notices have been given. No action shall be instituted against the Contractor or the surety on the payment bond or the payment provisions of a combined payment and performance bond after 1 year from the performance of the labor or completion of delivery of the materials or supplies. A claimant may not waive in advance his right to bring an action under the bond against the surety. In any action brought to enforce a claim against a payment bond under this section, the prevailing party is entitled to recover a reasonable fee for the services of his attorney for trial and appeal or for arbitration, in an amount to be determined by the court, which fee must be taxed as part of his costs, as allowed in equitable actions."

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PUBLIC WORKS PERFORMANCE BOND

Bond #SU 1117857

KNOW ALL MEN BY THESE PRESENTS:

THAT Giannetti Contracting Corporation, as Principal, hereinafter called Contractor; and Arch Insurance Company a corporation of the State of Florida, as surety, hereinafter called Surety, are held and firmly bound unto the City of Venice as Obligee, hereinafter called the City, in the amount of Three Million, Three Hundred Forty-Six Thousand, Eight Hundred Forty-Four & 00/100's Dollars (\$3,346,844.00) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written Contract dated the _____ day of _____, 20__, entered into a Contract with the City of Venice for the following described project: **ITB #3106-19 Venetian Parkway Water & Sanitary Sewer Relocation**, which Contract is by reference incorporated herein and made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the

Contractor shall promptly and faithfully perform the Contract during the original term thereof and any extensions thereof which may be granted by the City with or without notice to the Surety and during any guarantee or warranty period, including the obligation to correct any latent defects not discovered until after acceptance of the project by the City, and if he shall satisfy all claims and demands incurred under said Contract and shall fully indemnify and save harmless the City, its agents, Engineer and employees from all losses, damages, expenses, costs and Attorney's Fees, including appellate proceedings which it may suffer by reason of failure to do so, and shall reimburse and repay the City all outlay and expense which the City may incur in making good any default, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED FURTHER, whenever Contractor shall be, and declared by the City to be in default under the Contract, the City having performed its obligations thereunder, the Surety may promptly remedy the default or shall promptly:

- (1) Complete the Contract in accordance with its terms and conditions; or
- (2) Obtain a bid or bids for submission to the City for completing the Contract in accordance with its terms and conditions and upon determination by the City and Surety of the lowest responsible bidder, arrange for a Contract between such bidder and City and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion, less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price" as used in this paragraph, shall mean the total

amount payable by the City to Contractor under the Contract and any amendments thereto, less the amount properly paid by the City to the Contractor.

PROVIDED FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Contract Documents accompanying the same shall in any waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Contract Documents.

PROVIDED FURTHER, any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due; except that, when the action involves a latent defect, suit must be instituted within four (4) years from the time the defect is discovered or should have been discovered with the exercise of due diligence.

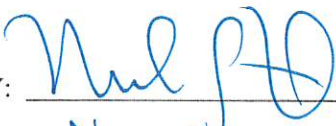
PROVIDED FURTHER, no right of action shall accrue on this bond to or for the use of any person or corporation other than the City, its successors or assigns.

SIGNED AND SEALED this _____ day of _____, AD., 20____.

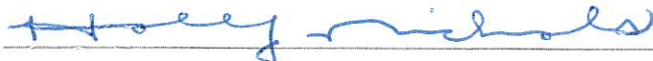
IN THE PRESENCE OF:

CONTRACTOR - Giannetti Contracting Corporation



BY: 
Nick Apostol - Vice President

Arch Insurance Company
(SURETY COMPANY)

BY: 

Agent and Attorney-in-Fact Holly Nichols

PUBLIC WORKS PAYMENT BOND

Bond #SU 1117857

KNOW ALL MEN BY THESE PRESENTS:

THAT Giannetti Contracting Corporation, as Principal, hereinafter called Contractor; and, Arch Insurance Company a corporation of the State of Florida, as surety, hereinafter called Surety, are held and firmly bound unto the City of Venice as Obligee, hereinafter called the City, in the amount of Three Million, Three Hundred Forty-Six Thousand, Eight Hundred Forty-Four & 00/100's Dollars (\$3,346,844.00), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written Contract dated the _____ day of _____, 20____, entered into a Contract with the City for the following described project: **ITB #3106-19 Venetian Parkway Water & Sanitary Sewer Relocation** which Contract is by reference incorporated herein and made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if Contractor shall promptly make payments to all persons supplying Contractor labor, materials and supplies, used directly or indirectly by the said Contractor or Subcontractors in the prosecution of the work provided for in said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

PROVIDED FURTHER, that this Bond is issued pursuant to Section 255.05, Florida Statutes, and reference is hereby made to the notice and time limitations in said statute for making claims against this Bond.

PROVIDED FURTHER, that any suit under this Bond must be instituted before the expiration of one (1) year from the performance of the labor or completion of delivery of the materials or supplies.

PROVIDED FURTHER, no right of action shall accrue on this Bond to or for the use of any person or corporation other than the City named herein and those persons or corporations provided for by Section 255.05, Florida Statutes, their heirs, executors, administrators, successors or assigns.

SIGNED AND SEALED this _____ day of _____, A.D., 20____.

IN THE PRESENCE OF:

CONTRACTOR - Giannetti Contracting Corporation

Richard A. Sharp

BY: Nick Apostol
Nick Apostol - Vice President

Arch Insurance Company
(SURETY COMPANY)

BY: Holly Nichols

Agent and Attorney-in-Fact Holly Nichols

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.

~~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. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.~~

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Holly Nichols, Mark T. Madden, Michael D. Lechner, Nicholas Ashburn, Richard McGregor and Robert D. Heuer Troy, MI (EACH)

its true and lawful Attorney(s) in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

~~Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00)~~

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

~~The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.~~

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

~~"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."~~

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

~~VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.~~

EXHIBIT B

Mobilization / MOT					
ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Maintenance of Traffic and Traffic Control	1	LS	\$ 265,000.00	265,000.00
2	Mobilization and Demobilization	1	LS	\$ 719,000.00	719,000.00
	Subtotal Cost of Mobilization/MOT				984,000.00
Sanitary Sewer					
3	8" PVC Gravity Sanitary Sewer Pipe	4500	LF	\$ 55.00	247,500.00
4	Remove Existing 8" PVC Gravity Sewer	300	LF	\$ 20.00	6,000.00
5	Sanitary Service Lateral (ROW to New Gravity Sewer Main)	2400	LF	\$ 33.00	79,200.00
6	Sanitary Service Lateral (ROW to Existing Gravity Sewer Main)	1400	LF	\$ 50.00	70,000.00
7	Sanitary Sewer Service Lateral (Private Property)	13,300	LF	\$ 18.00	239,400.00
8	Sanitary Sewer Manhole	17	EA	\$ 5,070.00	86,190.00
9	Sanitary Sewer Manhole (Doghouse)	2	EA	\$ 5,553.00	11,106.00
10	Remove Existing Sanitary Sewer Manhole	2	EA	\$ 1,760.00	3,520.00
11	Core Existing Sanitary Manhole	4	EA	\$ 2,750.00	11,000.00
12	Place 8" Pipe Out of Service	2200	LF	\$ 3.40	7,480.00
13	Place 6" Pipe Out of Service	3600	LF	\$ 2.40	8,640.00
14	Place 4" Pipe Out of Service	930	LF	\$ 1.70	1,581.00
15	Place Existing Sanitary Sewer Lateral Out of Service	154	EA	\$ 235.00	36,190.00
16	Private Property Restoration - Sod	2000	SF	\$ 1.80	3,600.00
17	Private Property Restoration - Concrete pool deck with decorative coating	100	SF	\$ 22.00	2,200.00
18	Private Property Restoration - Concrete Driveway	260	SF	\$ 22.00	5,720.00
19	Private Property Restoration - Tree Removal	2	EA	\$ 2,915.00	5,830.00
20	Private Property Restoration - Relocate Utility Shed	1	EA	\$ 2,530.00	2,530.00
21	Concrete Driveway Restoration in ROW	2200	SF	\$ 9.00	19,800.00
22	Shell/Rock Driveway Restoration in ROW	100	SF	\$ 2.00	200.00
23	Concrete Sidewalk Restoration in ROW	1100	SF	\$ 8.00	8,800.00

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	
24	Concrete Curb and Gutter Restoration	640	LF	\$ 39.00	24,960.00
25	Contractor/Property Owner Coordination	156	Property	\$ 73.00	11,388.00
26	Remove Septic Tank	1	EA	\$ 1,815.00	1,815.00
	Subtotal Cost of Sanitary Sewer				894,650.00
Stormwater					
27	Remove and Replace Storm Inlet	3	EA	\$ 4,345.00	13,035.00
28	Remove and Replace 15" RCP	52	LF	\$ 92.00	4,784.00
29	Remove and Replace 18' RCP	28	LF	\$ 100.00	2,800.00
30	Core Existing Storm Manhole	2	EA	\$ 3,190.00	6,380.00
	Subtotal Cost of Storm Water				26,999.00
Potable Water					
31	6" PVC Water Main	2100	LF	\$ 20.00	42,000.00
32	6" Gate Valve	11	EA	\$ 1,131.00	12,441.00
33	Fire Hydrant Assembly	3	EA	\$ 4,589.00	13,767.00
34	Remove Existing Fire Hydrant Assembly	1	EA	\$ 1,347.00	1,347.00
35	6" x 6" Tee	7	EA	\$ 267.00	1,869.00
36	Single Water Service in ROW (near side)	21	EA	\$ 655.00	13,755.00
37	Single Water Service in ROW (far side)	29	EA	\$ 912.00	26,448.00
38	Double Water Service in ROW (near side)	7	EA	\$ 1,260.00	8,820.00
39	Double Water Service in ROW (far side)	22	EA	\$ 1,666.00	36,652.00
40	Water Service Connection on Private Property	9000	LF	\$ 10.50	94,500.00
41	Private Property Restoration - Sod	13,500	SF	\$ 1.80	24,300.00
42	Private Property Restoration - Driveway	160	SF	\$ 17.00	2,720.00
43	Relocate Existing Reclaimed Water Meter	20	EA	\$ 438.00	8,760.00
44	Relocated Existing Dual Check Valve Assemblies	64	EA	\$ 253.00	16,192.00
45	Remove Reduced Pressure Assembly and Replace with Dual Check Valve Assembly	1	EA	\$ 253.00	253.00
46	Place 4" Pipe Out of Service	3700	LF	\$ 2.00	7,400.00

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	
47	6" Insertion Valves	3	EA	\$ 7,645.00	22,935.00
	Subtotal Cost of Potable Water				334,159.00
Paving					
48	Pavement Restoration	17800	SY	\$ 40.00	712,000.00
49	Additional Mill and Resurface Pavement	10000	SY	\$ 18.00	180,000.00
50	Full Road Base Restoration	845	SY	\$ 40.00	33,800.00
	Subtotal Cost of Paving				925,800.00
1000 Pinebrook Road					
51	Sewer Service for 1000 Pinebrook Road	1	LS	\$ 6,236.00	6,236.00
	Subtotal Cost of 1000 Pinebrook Road				6,236.00
Allowance					
A1	Owner's Allowance	1	LS		150,000.00
A2	Permitting Allowance	1	LS		25,000.00
	Subtotal Cost of Allowances				175,000.00
	Grand Total				3,346,844.00

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EXHIBIT C

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

1. The City of Venice is to be specifically included as an **ADDITIONAL INSURED** for **Commercial General Liability** and **Business Auto Policy**.
2. The City of Venice shall be named as Certificate Holder. *Please Note that the Certificate Holder should read as follows:*

*The City of Venice
401 W. Venice Avenue
Venice, FL 34285*

No City Division, Department, or individual name should appear on the certificate. **NO OTHER FORMAT WILL BE ACCEPTABLE.**

3. The "Acord" certification of insurance form shall be used.
 4. Required Coverage
 - a) **Commercial General Liability**: including but not limited to bodily injury, property damage, contractual liability, products and completed operations, and personal injury with limits of not less than \$ 1,000,000 per occurrence, \$ 1,000,000 aggregate covering all work performed under this Contract. Include broad form property damage (provide insurance for damage to property under the care custody and control of the Contractor)
 - b) **Business Auto Policy**: including bodily injury and property damage for all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000 combined single limit covering all work performed under this Contract.
 - c) **Workers Compensation**: Contractor will provide Workers Compensation Insurance on behalf of all employees, including sub-contractors, who are to provide a service under this Contract, as required under Florida Law, Chapter 440, and Employers Liability with limits of not less than \$100,000 per employee per accident; \$500,000 disease aggregate; and \$100,000 per employee per disease.
 5. Policy Form:
 - a) All policies required by this Contract, with the exception of Workers Compensation, or unless specific approval is given by the City, are to be written on an occurrence basis, shall name the City of Venice, its Elected Officials, Officers, Agents, Employees as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Workers Compensation, shall agree to waive all rights of subrogation against the City of Venice, its Elected Officials, Officers, Agents, and Employees.
 - b) Insurance requirements itemized in this Contract, and required of the Contractor, shall be provided on behalf of all subcontractors to cover their operations performed under this
-

Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

- c) Each insurance policy required by this Contract shall:
 - (1) apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability;
 - (2) be endorsed to state that coverage shall not be suspended, voided or canceled by either party except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to the City of Venice's Director of Administrative Services.
 - d) The City shall retain the right to review, at any time, coverage form, and amount of insurance.
 - e) The procuring of required policies of insurance shall not be construed to limit Contractor's liability nor to fulfill the indemnification provisions and requirements of this Contract.
 - f) The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of any deductible and/or retention to which such policies are subject, whether or not the City is an insured under the policy. In the event that claims in excess of the insured amounts provided herein are filed by reason of operations under the Contract, the amount excess of such claims, or any portion thereof, may be withheld from any payment due or to become due to the Contractor until such time the Contractor shall furnish additional security covering such claims as may be determined by the City.
 - g) Claims Made Policies will be accepted for professional and hazardous materials and such other risks as are authorized by the City. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two years. If provided as an option, the Contractor agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.
 - h) Certificates of Insurance evidencing Claims Made or Occurrence form coverage and conditions to this Contract, as well as the City's Bid Number and description of work, are to be furnished to the City's Director of Administrative Services, 401 West Venice Avenue, Venice, FL 34285, ten (10) business days prior to commencement of work and a minimum of thirty (30) calendar days prior to expiration of the insurance policy.
 - i) Notices of Accidents and Notices of Claims associated with work being performed under this Contract, shall be provided to the Contractor's insurance company and the City's Director of Administrative Services, as soon as practicable after notice to the insured.
 - j) All property losses shall be payable to, and adjusted with, the City.
-



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/17/2019

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

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

PRODUCER Guy Hurley, LLC 1080 Kirts Blvd., Suite 500 Troy MI 48084	CONTACT NAME: Holly Tabbert PHONE (A/C, No, Ext): (248) 519-1435 FAX (A/C, No): (248) 519-1401 E-MAIL ADDRESS: htabbert@ghbh.com
INSURED Giannetti Contracting Corporation Giannetti Contracting of Florida, Inc. 6340 Sims Drive Sterling Heights MI 48313	INSURER(S) AFFORDING COVERAGE INSURER A: Amerisure Insurance Company NAIC # 19488 INSURER B: Amerisure Partners Ins. Co. INSURER C: Indian Harbor Insurance Company INSURER D: Hartford Fire Insurance 19682 INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 18-19 Master w/ Poll

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	CPP2073454	12/1/2018	12/1/2019	MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> XCU Coverage Included						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COM/PROP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>	CA2073447	12/1/2018	12/1/2019	BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				PROPERTY DAMAGE (Per accident) \$
							Drive other car \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$			CU2073448	12/1/2018	12/1/2019	AGGREGATE \$ 5,000,000
							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)			WC2073449	12/1/2018	12/1/2019	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			35UUMNC7816	12/1/2018	12/1/2019	Installation Floater \$400,000
C	Pollution			PEC0047718	6/17/2018	12/1/2019	Aggregate Limit \$2,000,000

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

Project: #3106-19. Venetian Parkway Water & Sanitary Sewer Relocation. The City of Venice is an Additional Insured for General Liability and Auto Liability when required by written contract. Waiver of Subrogation applies in favor of The City of Venice for General Liability when required by written contract; unless prohibited by specific state law. 30 Day Notice of Cancellation (Except Non-Payment of Premium) applies in favor of The City of Venice for General Liability when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

The City of Venice
401 W. Venice Avenue
Venice, FL 34285

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/DARDZI

ACORD 25 (2010/05)

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Atkins Project No.: 100040526**Tel:** 407-647-7275**Direct no:** 407-806-4120

Mr. John Banks
Utilities CIP Manager
City of Venice Utilities Department
3510 East Laurel Road
Nokomis, FL 34275

September 4, 2019

RE: Recommendation of Award
City of Venice – Venetian Parkway Water & Sanitary Sewer Relocation
Bid Number: ITB 3106-19

Dear Mr. Banks,

In accordance with the provisions in the Instructions to Bidders for the City of Venice Venetian Parkway Water & Sanitary Relocation project, two bids were received, opened, and read out loud on August 27, 2019 at the Community Hall in City Hall. The table below provides a list of bidders and total bid prices.

Contractor Name	Total Bid Amount
Giannetti Contracting Corporation	\$3,346,844.00
Andrew Sitework, LLC	\$3,631,847.00

We have completed a review of the proposals submitted by both bidders. Our review of the bids was based on responsiveness to bidding procedures and all requested information being provided as required by the Contract Documents. A more thorough review and evaluation of the bid was completed for the apparent low bidder, Giannetti Contracting Corporation.

Atkins North American, Inc. (Atkins) was able to contact three of the four references provided by Giannetti Contracting Corporation in the bid proposal. All three provided positive feedback. The summary from each reference is attached to this letter. Giannetti Contractor Corporation's positive references for similar work, including work on private property, Atkins can conclude that they appear capable of performing the work.

Giannetti Contracting Corporation's total bid price of \$3,346,844 is within 4.02% of the Engineer's Opinion of Probable Construction Cost. This appears reasonable. Therefore, Atkins recommends that the contract for the Venetian Parkway Water and Sanitary Sewer Relocation project be awarded to Giannetti Contracting Corporation.

If you have any questions or need additional information, please feel free to contact me via phone at (407) 806-4120 or via e-mail at chad.setzer@atkinsglobal.com.

Sincerely,


Chad A. Setzer, P.E.

Attachments: Reference Summaries

City of Hollywood

Contact Name: Clece Aurelus

Contact Number: 954-967-4455

Note: Clece Aureles was not available, but Wilhelmina Montero, PM on the project, provided the responses below.

- What project did they work on? Various WM Replacement Projects – Hollywood Blvd and Sheridan Street.
- What was the scope of the project? 120,000 LF of varying pipe sizes, meter replacement
- What was the bid amount for the project? \$30,689,000
- Were there any change orders on the project? If so, were they owner or contractor suggested? Two (2) change orders initiated by the City
- Was there any work on private property completed? Work on about 300 meters on private property. Contractor obtained "Private Property Entry Permit" to work on the private property.
- Was project close out done in a timely manner? Close out was done in a timely manner
- They listed you as a reference, but would you work with them again on another project? Yes

Broward County

Contact Name: Pat MaGregor

Contact Number: 954-831-0904

- What project did they work on? Various projects including a neighborhood rehabilitation project.
- What was the scope of the project? Complete utility rehabilitation includes storm, force main, sanitary, and water mains
- What was the bid amount for the project? \$17,600,000
- Were there any change orders on the project? If so, were they owner or contractor suggested? Yes, all initiated by the County
- Was there any work on private property completed? Primarily ROW to ROW, but had back lot sanitary laterals to reroute to the front. Contractor had 30 days to complete lateral reroutes and completed in a timely manner. In one case, a lateral was not identified and contractor came back 6 years later to fix.
- Was project close out done in a timely manner? Close out was done in a timely manner
- They listed you as a reference, but would you work with them again on another project? Yes with high respect for the contractor.

Kimley Horn

Contact Name: Tom Jensen

Contact Number: 561-248-5967

- What project did they work on? Septic to sewer for Jupiter Inlet Colony (a small municipality)
- What was the scope of the project? Convert septic to sewer...primarily gravity sanitary, pump station and force main, but also some storm sewer work.
- What was the bid amount for the project? \$9,600,000
- Were there any change orders on the project? Yes, 6 in total. 5 by the KHA and 1 by the contractor. Muck was not accounted for in KHA design and contractor need extra money to deal with conditions.
- Was there any work on private property completed? Yes, redirect sanitary laterals from septic tanks to new sewer. No issues with contractor on private property. However, this project was a "partnership" project that the residents wanted to remove the septic tanks and were willing to compromise/help. Contractor was also mindful of private property.
- Was project close out done in a timely manner? Close out was done in a timely manner
- They listed you as a reference, but would you work with them again on another project? Yes and recently gave a new project to them and will be partnering in the future design-build projects.

Florida Keys Aqueduct Authority (FKAA)

Contact Name: Stephanie Bruno

Contact Number: 305-295-2218

Reference was not able to be reached.



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

NOTICE OF INTENT TO AWARD

BID NUMBER: ITB 3106-19

BID TITLE: Venetian Parkway Water and Sanitary Sewer Relocation

DUE DATE AND TIME: August 27, 2019

RESPONDENTS:

Company Name	City	County	Base Bid
Andrew Sitework, LLC	Fort Myers, FL	Lee	\$3,631,847.00
Giannetti Contracting Corporation	Cape Coral, FL	Lee	\$3,346,844.00

AWARD: Lowest responsive and responsible Base Bid.

RESULTS: **Giannetti Contracting Corporation**, having submitted the lowest responsive and responsible bid is recommended for award.

By: 
Peter A. Boers, Procurement Manager

Date: 09/11/2019