



**CITY MANAGER'S REPORT  
AGENDA ITEM REQUEST  
FINANCE DEPARTMENT**

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**TO:** Ed Lavalley, City Manager *EL 5/30/17*  
**THROUGH:** Linda Senne, Finance Director *LS*  
**FROM:** Peter Boers, Procurement Manager *PB*  
**DATE:** May 30, 2016  
**MEETING DATE:** June 13, 2016  
**SUBJECT:** **Approval of Contract with Gator Grading and Paving, LLC in the amount of \$225,437.70 for the Harbor Drive at Beach Road Intersection.**

**Background:**

At the request of the Engineering Department, Procurement has solicited sealed bids for Invitation to Bid, ITB 3064-17 Harbor Drive at Beach Road Intersection. On May 10, 2017, three (3) responsive and responsible bids were received.

Upon evaluation of the bids staff recommends award to Gator Grading and Paving, LLC., of Palmetto, Florida, a "local business" as defined in Section 2-211, as the lowest responsive and responsible bidder, in the amount of \$225,437.70. A Notice of Intent to Award was issued on May 25, 2017.

The Engineering Department has reviewed the bid responses and concurs with this recommendation.

**Requested Action:**

Approval of the attached contract with Gator Grading and Paving, LLC. in the amount of \$225,437.70 and grant authorization for the Mayor to execute the contract.

**City Attorney Review:**

The City Attorney has reviewed this document and finds no legal objections.

**Risk Management Review:**

The Risk Manager has reviewed this document and finds no risk management objections.

**Funds Availability (account number):**

Funds appropriated in the Streets Capital Project Fund #302 for Fiscal year 2017

Cc: Kathleen Weeden, City Engineer  
James Clinch, Asst. City Engineer  
Attachments



# MEMO

## City of Venice Engineering Department

**To:** Peter Boers, Procurement Manager

**From:** Kathleen J. Weeden, PE, City Engineer *KJW*

**Date:** May 30, 2017

**Subject:** Recommendation to Award  
ITB 3064-17 Harbor Dr. Beach Road Intersection Project

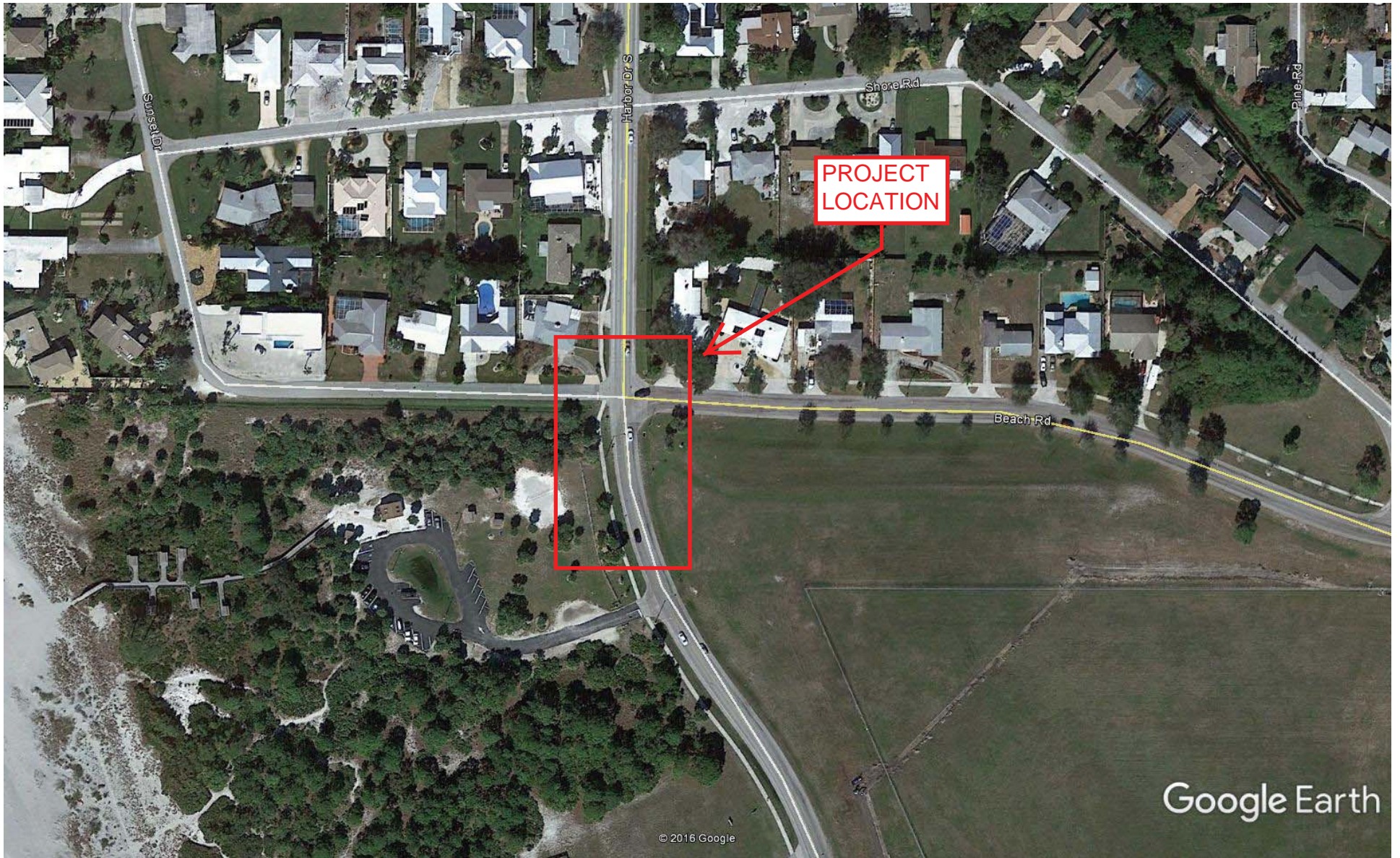
**Background:** The intersection of Harbor Dr. South and Beach Rd. is the connection of two urban major collector roads and experiences periodic high traffic volumes, especially during special events and weekends. An upgrade to this intersection was identified due to the noted delays and safety concerns. Currently, there are no dedicated turn lanes and limited pedestrian facilities. See attached Location Map for additional information.

The Engineer of Record (EOR) for the Project, Atkins Engineering, performed an Intersection Analysis (attached) which indicated that the installation of a dedicated northbound right-turn lane would reduce westbound delays over 50%. The EOR proceeded to complete 100% design plans, and the project was successfully bid for construction. Gator Grading & Paving, LLC was found to be the lowest responsive and responsible bidder

**Recommendation:** Engineering has reviewed the bid responses and finds the Gator Grading & Paving, LLC response to be complete and responsive. The EOR has also reviewed the bid submittal and concurs with our findings. The City has had successful experiences on similar projects in the past with Gator Grading & Paving, LLC and has no concerns with proceeding. Based on this information, the Engineering Department recommends proceeding with contract award to the lowest responsible and responsive bidder, Gator Grading & Paving, LLC, for the Harbor Dr. Beach Road Intersection Project in the amount of \$225,437.70.

**Funding:** An existing Sarasota County Funding Agreement is in place and the project is fully funded through the Venice Service District, Road Impact Fees.

**Cc:** James Clinch, Asst. City Engineer  
Attachments



Google Earth

feet  
meters



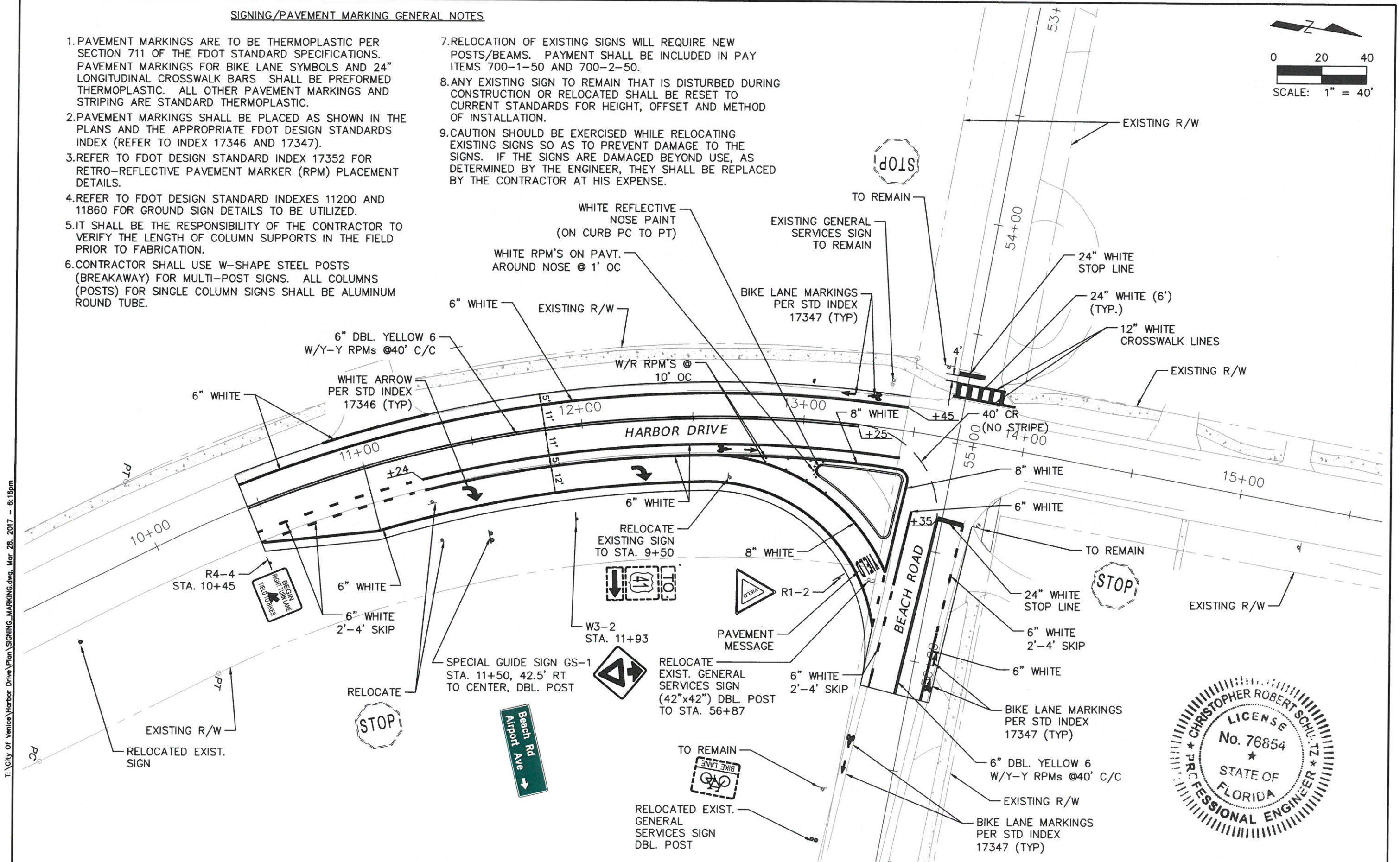
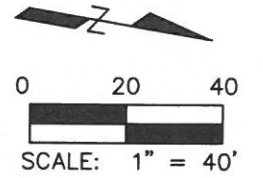
Google Earth



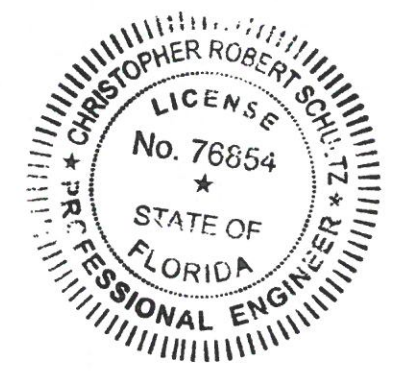
**SIGNING/PAVEMENT MARKING GENERAL NOTES**

1. PAVEMENT MARKINGS ARE TO BE THERMOPLASTIC PER SECTION 711 OF THE FDOT STANDARD SPECIFICATIONS. PAVEMENT MARKINGS FOR BIKE LANE SYMBOLS AND 24" LONGITUDINAL CROSSWALK BARS SHALL BE PREFORMED THERMOPLASTIC. ALL OTHER PAVEMENT MARKINGS AND STRIPING ARE STANDARD THERMOPLASTIC.
2. PAVEMENT MARKINGS SHALL BE PLACED AS SHOWN IN THE PLANS AND THE APPROPRIATE FDOT DESIGN STANDARDS INDEX (REFER TO INDEX 17346 AND 17347).
3. REFER TO FDOT DESIGN STANDARD INDEX 17352 FOR RETRO-REFLECTIVE PAVEMENT MARKER (RPM) PLACEMENT DETAILS.
4. REFER TO FDOT DESIGN STANDARD INDEXES 11200 AND 11860 FOR GROUND SIGN DETAILS TO BE UTILIZED.
5. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE LENGTH OF COLUMN SUPPORTS IN THE FIELD PRIOR TO FABRICATION.
6. CONTRACTOR SHALL USE W-SHAPE STEEL POSTS (BREAKAWAY) FOR MULTI-POST SIGNS. ALL COLUMNS (POSTS) FOR SINGLE COLUMN SIGNS SHALL BE ALUMINUM ROUND TUBE.

7. RELOCATION OF EXISTING SIGNS WILL REQUIRE NEW POSTS/BEAMS. PAYMENT SHALL BE INCLUDED IN PAY ITEMS 700-1-50 AND 700-2-50.
8. ANY EXISTING SIGN TO REMAIN THAT IS DISTURBED DURING CONSTRUCTION OR RELOCATED SHALL BE RESET TO CURRENT STANDARDS FOR HEIGHT, OFFSET AND METHOD OF INSTALLATION.
9. CAUTION SHOULD BE EXERCISED WHILE RELOCATING EXISTING SIGNS SO AS TO PREVENT DAMAGE TO THE SIGNS. IF THE SIGNS ARE DAMAGED BEYOND USE, AS DETERMINED BY THE ENGINEER, THEY SHALL BE REPLACED BY THE CONTRACTOR AT HIS EXPENSE.



I:\City Of Venice\Harbor Drive\Plan\SIGNING\_MARKING.dwg, Mar 28, 2017 - 6:16pm



DESIGNED: CBS	PREPARED FOR: Venice, FL City on the Gulf	PREPARED BY: ATKINS	PROJECT: HARBOR DRIVE AT BEACH ROAD	DESCRIPTION: SIGNING & PAVEMENT MARKING PLAN	APPROVED BY: Christopher R. Schultz, P.E., P.T.O.E. FLA. REG. NO 76854	DATE: 03/28/17
DRAWN: JCV						PROJECT NO. STR 010
CHECKED: MLM						SHEET: 15

# Memo

<b>To:</b>	Marty Morlan, PE		
<b>From:</b>	Chris Russo, PE	<b>Email:</b>	Chris.russo@atkinsglobal.com
<b>Phone:</b>	+1 (407) 806 4233	<b>Date:</b>	September 1, 2016
<b>Ref:</b>	Traffic Study	<b>cc:</b>	Richard Uptegraff, PE
<b>Subject:</b>	Harbor Drive & Beach Road Intersection Analysis		

This memo is intended to provide a capacity analysis of the Harbor Drive and Beach Road intersection located within the City of Venice, Florida. The analysis stemmed from past concerns of noteworthy delays at the intersection, specifically for the westbound minor-street approach. The alternatives analyzed herein aimed to reduce the amount of conflict between the westbound stop controlled approach and the northbound right-turning traffic. The analysis shows that the addition of a northbound right turn lane has the potential to reduce westbound delays by up to 50%. Should a turn lane be considered at this location, Florida standards require the minimum turn bay length to be at least 155 feet plus an additional 50 foot storage area. Further roadway design considerations, including sight distance calculations, are recommended.

## Intersection Characteristics

Harbor Drive (north/south) and Beach Road (east/west) are both classified as urban major collectors which moves traffic from local streets to arterial roads. Both roadways are two lane roads with 30 MPH posted speed limits. The intersection is two way stop controlled with the Harbor Drive approaches operating as free-flowing movements and the Beach Road approaches operating as stop-controlled movements. Currently there are no dedicated turn lanes located within the intersection.

The intersection of Harbor Drive and Beach Road is the only intersection which connects the city to a large recreational area which includes several beaches, parks, a fishing pier, restaurants, and a golf course. The tube count data validated the traffic pattern which shows an increase of use over the weekends.



# Memo

## Data Collection

### Tube Counts

Tube counts were provided which collected traffic data including directional volume, speed, vehicle classification, vehicle headways, and roadway surface temperature. The first tube data collection point was located approximately 1,000 feet east of the study intersection along Beach Road and was collected from Wednesday, June 15, 2016 through Monday, June 19, 2016. The second tube data collection point was located approximately 150 feet south of the study intersection along Harbor Drive and was collected from Monday, August 8, 2016 through the following Monday, August 15, 2016.

### Peak Hour Turning Movement Counts

From the tube counts, the peak traffic count periods were found to occur on Sunday's during the late morning from 10:00 AM to 12:00 PM and in the early afternoon from 1:30 PM to 3:30 PM. A reason this intersection sees a rise in traffic over the weekends is due to its nearby recreational land uses stated previously. Peak period turning movement counts were collected on Sunday, August 21, 2016.

### Peak Season Adjustment

Since the counts were conducted on different dates, each were adjusted using the Peak Season Conversion Factor. The turning movement counts were also adjusted to match the tube count volumes.

### Alternatives

The focus of both alternatives is to remove northbound right turning traffic from the westbound approach driver's decision-making process. It is suggested that removing this northbound right-turning traffic would provide larger gaps for drivers on the minor street approaches to pull into the intersection. The difference for design alternatives are below:

#### Alternative 1: Addition of a Right Turn Lane

This alternative adds a free movement northbound right-turn lane at the intersection.

#### Alternative 2: Addition of a Right Turn Bypass Lane

This alternative provides a northbound right turn lane that bypasses the intersection and yields at Beach Road. The benefit of alternative 2 over alternative 1 is it allows the northbound right turning vehicles a larger radius to make the turn with minimal delays.

### Analysis

Peak hour volumes obtained from the adjusted turning movement counts were used to model the intersection using Synchro 9 traffic analysis software. Synchro utilizes Highway Capacity Manual 2010 calculation methods which yields vehicle delay and intersection and approach level of service (LOS) for Two-Way Stop Controlled (TWSC) intersections. Only two alternatives were modeled, the No-Build and Alternative 1 conditions. Alternative 1 includes the addition of a northbound right turn lane at the intersection. Alternative 2 was not modeled because the different geometry does not have a bearing on HCM 2010 intersection analysis. The intersection delay and LOS are shown in Table 1 and Table 2 below for both morning and afternoon peak conditions.

### Headway Adjustment

The Critical Headways and Follow-up Headways are a significant factor when determining HCM 2010 delay and LOS. Headway is the time interval between the arrivals of two successive vehicles. The Critical Headway is the minimum average acceptable headway that allows intersection entry for one minor-street or major-street. Follow-up Headway is the time between the departure of one vehicle from the minor street and the departure of the next vehicle using the same Critical Headway under a condition of continuous queueing. It has been suggested that westbound traffic is hesitating to accept normally acceptable gaps because it is difficult for drivers at this location to differentiate between through vehicles and right turning vehicles. To account for the unique driving patterns observed in the field observations, driving parameters in the Synchro No Build

# Memo

alternative (critical headway and follow-up headway) were calibrated until the existing model emulated field observations. As a result the Critical Headway was increased from 7.1 to 8 seconds, and the Follow-up Headway was increased from 3.5 to 4 seconds. This is only an estimation of peak season characteristics since the turning movement counts were collected during a non-peak season period.

**Table 1: Intersection Level of Service - Sunday AM Peak**

Cross Street	Metric	Approach			
		EB	WB	NB	SB
No Build	Delay (sec)	9.3	39.6	0.1	1.2
	LOS	A	E	A	A
Add NB Turn Lane Alternative	Delay (sec)	9.3	19.6	0.1	1.1
	LOS	A	C	A	A

**Table 2: Intersection Level of Service - Sunday PM Peak**

Cross Street	Metric	Approach			
		EB	WB	NB	SB
No Build	Delay (sec)	14.0	36.0	0.1	1.3
	LOS	B	E	A	A
Add NB Turn Lane Alternative	Delay (sec)	11.7	17.2	0.1	1.2
	LOS	B	C	A	A

## Analysis Results

In comparison between the No Build (with headway adjustment) alternative and Alternative 1, there was little change in delay for all but the westbound approach. The largest reduction in delay was seen in the westbound approach with a delay reduction of 20 seconds per vehicle (51%) during the AM peak and 18.8 seconds per vehicle (52%) during the PM peak. This reduction can be attributed to the increase in headway spacing in the northbound traffic.

## Recommendations

Results from the No-Build synchro analysis do not portray a significant amount of delay. However, reports of the intersection indicate that there are times of significant westbound approach delay. These high delay times may not coincide with the intersection peak periods or may be sporadic in nature. Although the analysis does not portray the significant delay issues reported, the addition of a northbound free right-turn lane improves westbound approach delay. In accordance with FDOT 2016-17 Design Standards (Index 301) for turn lanes with a design speed of 40 MPH, and an entry speed of 30 MPH, the right turn lane alternative should be a minimum of 155 feet for deceleration and braking (which includes a taper length of 50 feet) plus another 50 feet for queue storage; for an ultimate turn lane recommendation of 205 feet from stop bar to beginning of taper. This design recommendation assumes minimal queue storage since the northbound direction is not influenced by traffic control. It is also recommended that an evaluation of the roadway geometry, more specifically clear sight distance, be evaluated before determining functionality and safety of analyzed alternatives.



"City on the Gulf"

# CITY OF VENICE

401 W. Venice Avenue Venice, FL. 34285

## NOTICE OF INTENT TO AWARD

**BID NUMBER:** ITB 3064-17

**BID TITLE:** Harbor Drive at Beach Road Intersection

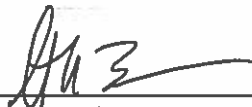
**DUE DATE AND TIME:** May 10, 2017 at 2:00PM

**RESPONDENTS:**

Company Name	City	County	Total Base Bid
Ajax Paving Industries of SW Florida, Inc.	Venice, FL	Sarasota	\$319,361.79
<b>Gator Grading and Paving, LLC</b>	<b>Palmetto, FL</b>	<b>Manatee</b>	<b>\$225,437.70</b>
David Kuxhausen Construction, Inc.	Sarasota, FL	Sarasota	\$268,605.16

**AWARD:** Lowest responsive and responsible Total Base Bid.

**RESULTS:** **Gator Grading and Paving, LLC.**, having submitted the lowest responsive and responsible bid is recommended for award.

By:   
Peter A. Boers, Procurement Manager

Date: 5/25/2017



## CONTRACT

THIS CONTRACT, pursuant to City Council approval granted on \_\_\_\_\_, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Venice, Florida, hereinafter referred to as the City, and Gator Grading and Paving, LLC, 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 Exhibit A and, the City's Invitation to Bid (ITB) # **3064-17: HARBOR DRIVE AT BEACH ROAD INTERSECTION**, including: standard general conditions, supplemental conditions, special conditions, technical specifications, drawings, Contractor's bid proposal for **ITB 3064-17**, all of which are incorporated herein by reference. All of the Contract Documents are made a part of this Contract.

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

(3) The work to be performed under this Contract shall be completed within **One Hundred and Fifty Days (150)** days of the issuance of the Notice to Proceed by the City.

(4) The City shall pay the Contractor for the performance of the work, in accordance with Exhibit B, subject to the terms and conditions of the Contract Documents and any written change orders, the Contract sum not to exceed: **two hundred twenty-five thousand four hundred thirty-seven and 70/100s (\$225,437.70)**.

(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 ninety-nine dollars (\$ 1099.00) per day** for each calendar day that the work remains incomplete beyond the time limit, which sum shall represent the actual damage which the City will have sustained per day by failure of the Contractor to complete the work within the required time, said sum not being a penalty but being the stipulated damages the City will have sustained in the event of such default by the Contractor.

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

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

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

(9) Contractor agrees to comply with Florida's public records law by keeping and maintaining public records that ordinarily and necessarily would be required by the public agency in order to perform the services under 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 under 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 WEST VENICE AVENUE, VENICE, FLORIDA 34285, (941) 882- 7390 OR 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 b any person or property by or from the Contractor or in consequence of any neglect in safeguarding the work; or by the use of any unacceptable materials related to the work; or on account of any act or omission, neglect or misconduct of the Contractor; or on account of any claim or amounts received under the "Workers' Compensation Law" or any other laws or ordinances, except only such injury or damage as shall have been caused by the negligence of the City. The first ten dollars (\$10.00) of compensation received by the Contractor represents specific consideration for this indemnification obligation.

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

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

(13) The laws of the State of Florida shall govern all provisions of this Contract. Venue for any dispute shall be Sarasota County, Florida. If any court proceeding or other action occurs between the parties as a result of this Contract or any other document or act required by this Contract, the prevailing party shall be entitled to recover attorney's fees and all court costs, including attorney's fees and court costs incurred in any pre-trial, trial, appellate, and/or bankruptcy proceedings, as well as, attorney's fees and costs incurred in determining entitlement to and reasonableness of fees and costs.

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

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

(SEAL)

ATTEST:

CITY OF VENICE  
IN SARASOTA COUNTY, FLORIDA



\_\_\_\_\_  
CITY CLERK

BY: \_\_\_\_\_  
MAYOR JOHN HOLIC

ATTEST:

GATOR GRADING AND PAVING, LLC

W-EH

BY: William K. Hickey CEO/MSR

William E Hickey

William K. Hickey

Signed by (typed or printed)

Signed by (typed or printed)

Approved as to Form and Correctness

\_\_\_\_\_  
David Persson, City Attorney

## EXHIBIT A

### SURETY BONDS

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

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

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

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

**PUBLIC WORKS PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS:

Travelers Casualty and

THAT Gator Grading and Paving, LLC, as Principal, hereinafter called Contractor; and \_\_\_\_\_  
Surety Company of America, a corporation of the State of Connecticut, 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 **two hundred twenty-five thousand four hundred thirty-seven  
70/100's (\$225,437.70)**, for the payment whereof Contractor and Surety bind themselves, their  
heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these  
presents.

WHEREAS, Contractor has by written agreement dated the \_\_\_\_\_ day of  
\_\_\_\_\_, 2017, entered into a Contract with the City for the following described  
project: **ITB# 3064-17: HARBOR DRIVE AT BEACH ROAD INTERSECTION** 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., 2017.

IN THE PRESENCE OF:

Gator Grading & Paving, LLC  
CONTRACTOR

W. Cant

BY: Walter L. [Signature]

SURETY COMPANY: Travelers Casualty and Surety Company of America

BY: [Signature]  
Agent and Attorney-in-Fact

Amy R. Waugh, Attorney In Fact

**PUBLIC WORKS PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

Travelers Casualty and

THAT Gator Grading and Paving, LLC, as Principal, hereinafter called Contractor; and \_\_\_\_\_  
Surety Company of America, a corporation of the State of Connecticut, 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 **two hundred twenty-five thousand four hundred thirty-seven 70/100's**  
**(\$225,437.70)** for the payment whereof Contractor and Surety bind themselves, their heirs,  
executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, 2017, entered into a Contract with the City of Venice for the following described project: **ITB# 3064-17: HARBOR DRIVE AT BEACH ROAD INTERSECTION** 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







POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 227367

Certificate No. 007018429

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Matthew W. Varner, Jennifer B. Gullett, Catherine Thompson, Walter Caldwell, Carol S. Card, and Amy Waugh

of the City of Charlotte, State of North Carolina, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 20th day of October, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: Robert L. Raney, Senior Vice President

On this the 20th day of October, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2021.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

**EXHIBIT B**

**BID SCHEDULE – REVISED ADDENDUM 1 HARBOR  
DRIVE AT BEACH ROAD INTERSECTION**

<b>Item No</b>	<b>BASE BID - Description</b>	<b>Unit</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Extension</b>
101-1	Mobilization	LS	1	14,275.00	14,275.00
102-1	Maintenance of Traffic (FDOT INDEX 613)	LS	1	21,891.00	21,891.00
104-10-3	Sediment Barrier	LF	475	1.90	902.50
104-18	Inlet Protection System	EA	5	217.00	1,085.00
110-1-1	Clearing & Grubbing	LS	1	10,536.00	10,536.00
120-1	Regular Excavation	CY	286	21.15	6,048.90
120-6	Embankment	CY	25	19.55	488.75
160-4-12	Type B Stabilization 12" (LBR 40)	SY	984	8.15	8,019.60
285-701	Optional Base Group 01	SY	147	20.60	3,028.20
285-706	Optional Base Group 06	SY	620	20.60	12,775.00
327-70-6	Milling Existing Asphalt Pavt, 1.5" Depth	SY	1,200	6.85	8,220.00
337-7-41	Asphaltic Concrete FC, FC-12.5, Traffic B, PG 76-22, 1.5"	TN	163	141.75	23,105.25
334-1-13	Superpave Asphaltic Concrete, Type SP-12.5 (Traffic B), 2"	TN	69	142.75	9,849.75
425-6	Adjust Valve Boxes	EA	1	562.00	562.00
425-11	Drainage Structure - Modify Existing	EA	4	2,465.00	9,860.00
425-71	Relocate Inlet	EA	1	3,761.00	3,761.00
425-82	Replace Grate	EA	4	1,365.00	5,460.00
430-984-623	Mitered End Section, Optional, Other, 15" SD	EA	2	1,151.00	2,302.00

Item No	BASE BID - Description	Unit	Qty	Unit Price	Extension
430-175-215	Pipe Culvert, Optional Material, Other, 15"S/CD	LF	47	46.45	2,183.15
430-175-224	Pipe Culvert, Optional Material, Other, 24"S/CD	LF	13	98.00	1,274.00
430-94-1	Desilting Pipe (0-24")	LF	217	16.95	3,678.15
520-2-2	Concrete Curb (Type B)	LF	114	24.15	2,753.10
522-2	Concrete Sidewalk and Driveways (6" thickness)	SY	12	91.00	1,092.00
524-1-1	Concrete Ditch Pavement, Non-Reinforced, (3" thickness)	SY	6	109.00	654.00
527-2	Detectable Warnings	SF	40	30.20	1,208.00
570-1-2	Performance Turf, Sod	SY	944	5.45	5,144.80
700-1-11	Signs, Single Post, F&I Ground Mount, <12SF	AS	3	574.00	1,722.00
700-1-50	Signs, Single Post, Relocate Ground Mount, <12SF	AS	2	182.00	364.00
700-2-12	Signs, Multi Post, F&I Ground Mount, 12SF-20SF	AS	1	4,548.00	4,548.00
700-2-50	Signs, Multi Post, Relocate Ground Mount, 12SF-20SF	AS	1	302.00	302.00
706-3	Retro-Reflective Pavement Markers	EA	36	17.00	612.00
711-11-123	Thermoplastic, Standard, White, Solid, 12"	LF	51	6.05	308.55
711-11-125	Thermoplastic, Standard, White, Solid, 24"	LF	24	12.10	290.40
711-11-160	Thermoplastic, Standard, White, Message (YIELD)	EA	1	302.00	302.00
711-11-170	Thermoplastic, Standard, White, Arrow	EA	2	121.00	242.00
711-14-125	Thermoplastic, Preformed, White, Solid 24"	LF	0		
711-14-160	Thermoplastic, Preformed, White, Message	EA	4	302.00	1,208.00
711-14-170	Thermoplastic, Preformed, White, Arrow	EA	4	302.00	1,208.00

Item No	BASE BID - Description	Unit	Qty	Unit Price	Extension
711-16-101	Thermoplastic, Standard, White, Solid, 6"	GM	0.192	7,977.00	1,531.58
711-16-102	Thermoplastic, Standard, White, Solid, 8"	GM	0.043	9,578.00	411.85
711-16-201	Thermoplastic, Standard, Yellow, Solid, 6"	GM	0.107	7,981.00	853.97
711-16-131	Thermoplastic, Standard, White, 2'-4' Skip, 6"	GM	0.038	6,389.00	242.78
580-1-1	Sabal Palm	EA	7	363.00	2,541.00
580-1-1	Sabal Palm (Relocate)	EA	5	423.00	2,115.00
580-1-1	Live Oak	EA	3	846.00	2,538.00
580-1-1	Silver Buttonwood	EA	12	484.00	5,808.00
580-1-1	Dwarf Carissa	EA	90	14.50	1,305.00
UTIL-1	Fire Hydrant Assembly Relocation	EA	1	4,002.00	4,002.00
UTIL-2	6" C900 PVC WM (Restrained)	LF	70	18.95	1,319.50
UTIL-3	6" Resilient Wedge Gate Valve with Box	EA	1	1,102.00	1,102.00
UTIL-4	6" C900 PVC 90 deg. Bend Fitting (with thrust blocks)	EA	1	1,001.00	1,001.00
<b>SUB-TOTAL NOT TO EXCEED LUMP SUM BASE BID:</b>					<b>196,032.78</b>
<b>15% CITY RESERVE (INCLUDE IN BID TOTAL):</b>					<b>29,404.92</b>
<b>TOTAL NOT TO EXCEED LUMP SUM BASE BID PLUS CITY RESERVE:</b>					<b>225,437.70</b>

## 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.

