






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

TO: Ed Lavallee, City Manager 

THROUGH: Linda Senne, Finance Director 

FROM: Peter Boers, Procurement Manager 

DATE: August 8, 2017

MEETING DATE: August 22, 2017

SUBJECT: **Approval of Contract with Go Underground Utilities, LLC in the amount of \$259,580 for Fairways of Capri and Seaboard Avenue Water Main Extension**

Background:

At the request of the Utilities Department, Procurement has solicited sealed bids for Invitation to Bid, ITB 3068-17, Fairways of Capri and Seaboard Avenue Water Main Extension. On July 11, 2017, seven (7) responsive and responsible bids were received.

Upon evaluation of the bids staff recommends award to Go Underground Utilities, LLC of Lake Placid, Florida, as the lowest responsive and responsible bidder, in the amount of \$259,580.00. A Notice of Intent to Award was issued on August 3, 2017.

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

Requested Action:

Approval of the attached contract with Go Underground Utilities, LLC in the amount of \$259,580.00 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 Utilities Fund for Fiscal Year 2016-2017

Cc: Javier Vargas, Utilities Director
Tony Wierzbicki, Project Manager
Attachments



"City on the Gulf"

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

NOTICE OF INTENT TO AWARD

BID NUMBER: ITB 3068-17

BID TITLE: Fairways of Capri and Seaboard Avenue Water Main Extension

DUE DATE AND TIME: July 11, 2017 at 2:00PM

RESPONDENTS:

Company Name	City	County	Total Base Bid
Andrew Sitework, LLC	Ft. Myers, FL	Lee	\$ 350,486.00
David Kuxhausen Construction, LLC	Sarasota, FL	Sarasota	\$ 327,775.00
DeJonge Excavating Contractors, Inc.	Nokomis, FL	Sarasota	\$ 399,597.50
Go Underground Utilities, LLC	Lake Placid, FL	Highlands	\$ 259,580.00
Quality Enterprises, Inc.	Naples, FL	Collier	\$ 415,694.50
Westra Construction Corporation	Palmetto, FL	Manatee	\$ 534,662.60
Woodruff & Sons	Bradenton, FL	Manatee	\$ 491,892.48

AWARD: Lowest responsive and responsible Total Base Bid.

RESULTS: G.O. Underground Utilities, LLC, having submitted the lowest responsive and responsible bid is recommended for award.

By: _____

Peter A. Boers, Procurement Manager

Date: 8/3/2017



July 25, 2017

Mr. Javier A. Vargas
Utilities Director
City of Venice
200 Warfield Avenue
Nokomis, FL 34285

**Re: Fairways of Capri and Seaboard Avenue Water Main Extensions
Bid Tabulation and Review, IFB #3068-17**

Our ref: 048395012

Dear Mr. Vargas:

On July 11, 2017, seven (7) bids were received for the Fairways of Capri and Seaboard Avenue Water Main Extensions. The bid prices ranged from a low of \$259,580.00, submitted by Go Underground Utilities, LLC, to a high of \$534,662.60, submitted by Westra Construction Corp. The bidding documents requested one Base Bid from each bidder. Base Bid is for a completion time of 240 calendar days and Go Underground Utilities, LLC was the lowest bidder.

Kimley-Horn and Associates, Inc. used the Florida Department of State Division of Corporations to check the companies, Florida corporation license and the State of Florida and the Florida Department of Business and Professional Regulation website to check the status of the contractor license. Both websites revealed that the corporations and licenses are current, active and no complaints are on file. The company is based out of Lake Placid, FL, approximately 90 miles east of the City of Venice and was established in 2012.

Go Underground Utilities, LLC provided four (4) references within their bids, two (2) of which were reached and two (2) who were on vacation at the time. We also contacted engineers within Kimley-Horn that have worked with Go Underground Utilities, LLC. All references were acceptable. Additionally, we contacted the contractor to confirm scope of work, schedule and phasing requirements. Based upon the information provided and research performed, Kimley-Horn recommends the project be awarded to Go Underground Utilities, LLC for the Base Bid of \$259,580.00.

If you have any questions, please feel free to contact me either by phone at 941.379.7600 or email at ashley.miele@kimley-horn.com.

Very truly yours,

Ashley M. Miele, P.E.
Project Engineer

AMM/smj (x:\SAR_Uz\bes\048395012 - Fairways Seaboard\WSP\HA_ADM\HC\Correspond\TOD_072517_COV_Fairways_Seaboard_Recommendation_048395012_AMM.docx)

Memo of Telephone Conversation

With: Corbett Watson – (formally Chastain Skillman)
Date: 07/18/17
Job Number: 048395012
Job Name: Fairways of Capri and Seaboard Avenue Water Main Extensions (ITB# 3068-17)
Reference To: Go Underground Utilities, LLC.
Telephone No.: (863) 632-2619
Received Call **Placed Call** **By:** Ashley Miele

Notes:

Corbett has worked with Go Underground while with Chastain Skillman on several pipe line projects including work with City of Frostproof, DeSoto County and the City of Bartow. The work consisted of various pipe sizes from 4-inch to 24-inch and consisted of various construction methodologies including open cutting, directional drilling, and jack and boring.

He never had any problems with shop drawings reviews, schedules or budgets.

END OF CONVERSATION

Memo of Telephone Conversation

With: Daryl Smith – City of North Port
Date: 07/17/17
Job Number: 048395012
Job Name: Fairways of Capri and Seaboard Avenue Water Main Extensions (ITB# 3068-17)
Reference To: Go Underground Utilities, LLC.
Telephone No.: (941) 628-8187
Received Call **Placed Call** **By:** Rocco Angerami

Notes:

Daryl worked with Go Underground on a City of North Port project and said they started out great. They were easy to work with, neat and quick to respond to infield changes. His only concern was the fact that at the end they had great difficulty getting them to finish punch list items, actually, to the point of finally they just signed off on the job and the city did some minor touchups. Overall, he said they did good work and the only thing they would do different is hold money to keep them on the hook to finish.

END OF CONVERSATION

Memo of Telephone Conversation

With: John Bennett – City of North Port
Date: 07/17/17
Job Number: 048395012
Job Name: Fairways of Capri and Seaboard Avenue Water Main Extensions (ITB# 3068-17)
Reference To: Go Underground Utilities, LLC.
Telephone No.: (941) 628-5539
Received Call **Placed Call** **By:** Rocco Angerami

Notes:

John worked with Go Underground on a City of North Port project and said they were easy to work with, good guys. He also said they couldn't get them to finish the job once the punch list items were established. John said that the City finally gave up and had the city crews finish up some of the smaller items. John did say that they would use them again, they would just keep a tighter leash on them.

END OF CONVERSATION

Memo of Telephone Conversation

With: Jordan Walker – Kimley -Horn
Date: 07/17/17
Job Number: 048395012
Job Name: Fairways of Capri and Seaboard Avenue Water Main Extensions (ITB# 3068-17)
Reference To: Go Underground Utilities, LLC.
Telephone No.: (813) 635-5552
Received Call **Placed Call** **By:** Rocco Angerami

Notes:

Jordan liked them, said he was very pleased with their work. Said they were knowledgeable and easy to work with. He worked with them on the project Wauchula Service Area #2 it was a little over \$500K. It was a utility project a little over 2 years ago and he wasn't sure of the items at this time. He doesn't remember any reason why he wouldn't use them again and if he were to be asked to work with them again, he would.

END OF CONVERSATION

CONTRACT

THIS CONTRACT, pursuant to City Council approval granted on _____, is made and entered into this _____ day of _____, 20____, by and between the City of Venice, Florida, hereinafter referred to as the City, and Go Underground Utilities, 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) # **3068-17 Fairways of Capri and Seaboard Avenue Water Main Extensions**, including: standard general conditions, supplemental conditions, special conditions, technical specifications, drawings, Contractor's bid proposal for ITB 3068-17, 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 two-hundred forty (**240**) 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 Fifty-Nine Thousand Five Hundred Eighty Dollars & 00/100s (\$259,580.00)**.

(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 work 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 work 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 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 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:

GO UNDERGROUND UTILITIES, LLC

Racheal Kirouac
Racheal Kirouac
Signed by (typed or printed)

BY: *Crayton Tillman*
Crayton Tillman
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."

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August 4, 2017

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

Re: Authority to Date Bonds and Powers of Attorney

Principal: Go Underground Utilities, LLC

Bond No.: 100358354

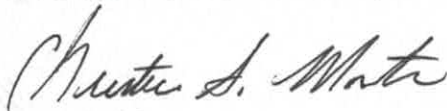
Project: (ITB) #3068-17 Fairways of Capri and Seaboard Avenue Water Main Extensions

Dear Sir or Madam:

Please be advised that as Surety on the above referenced bond, executed on your behalf for this project, we hereby authorize you to date the bonds and the powers of attorney concurrent with the date of the contract agreement.

Once dated, please send a copy of the ***dated*** bonds to our office.

Best regards,
United States Surety Company



Christine A. Morton
Attorney In Fact

BOND DEPARTMENT
PUBLIC WORKS BOND
IN COMPLIANCE WITH FLORIDA STATUTES 255.05 (1) (a)

Bond No. 100358354

Contractor Name Go Underground Utilities, LLC

Contractor Address 407 Plaza Avenue Lake Placid, FL 33852

Contractor Phone No. (863)699-6699

Surety Company United States Surety Company

Surety Address 20 W. Aylesbury Road, Timonium, MD 21093

Surety Phone No. (410)453-9522

Owner Name City of Venice, Florida

Owner Address 401 W. Venice Avenue Venice, FL 34285

Owner Phone Number (941)486-2626

Obligee Name N/A
(If contracting entity is different from the owner, the contracting public entity)

Obligee Address N/A

Obligee Phone No. N/A

Contract No. (If Applicable) N/A

Project Name (ITB) #3068-17 Fairways of Capri and Seaboard Avenue Water Main Extensions

Project Location Various Locations Along Seaboard Ave., Venice, FL 34285

Legal Description and Street Address
N/A


FRONT PAGE

All other bond page(s) are deemed subsequent to this page regardless of any page number(s) that
May be preprinted thereon.

PUBLIC WORKS PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT Go Underground Utilities, LLC., as Principal, hereinafter called Contractor; and United States Surety Company, a corporation of the State of Maryland, 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 (\$259,580.00) Two Hundred Fifty-Nine Thousand Five Hundred Eighty Dollars & 00 /100's, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, ^{Go Underground Utilities, LLC}  Contractor has by written agreement dated the _____ day of _____, 2017, entered into a Contract with the City for the following described project: **ITB# 3068-17 Fairways of Capri and Seaboard Avenue Water Main Extensions** 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.

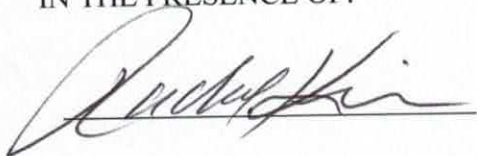
PROVIDED FURTHER, that any suit under this Bond must be instituted before the expiration of one (1) year from the performance of the labor or completion of delivery of the materials or supplies.

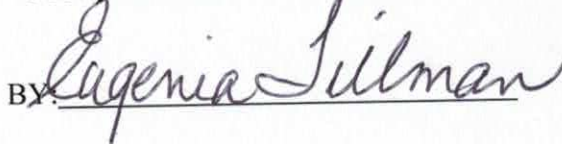
PROVIDED FURTHER, no right of action shall accrue on this Bond to or for the use of any person or corporation other than the City named herein and those persons or corporations provided for by Section 255.05, Florida Statutes, their heirs, executors, administrators, successors or assigns.

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

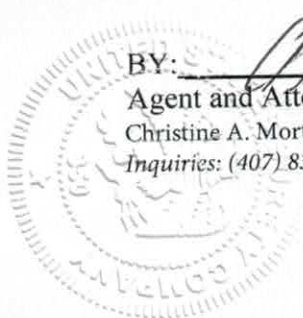
IN THE PRESENCE OF:

CONTRACTOR : Go Underground Utilities, LLC



BY: 

INSURANCE COMPANY : United States Surety Company



BY: 
Agent and Attorney-in-Fact
Christine A. Morton & FL Licensed Resident Agent
Inquiries: (407) 834-0022



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BOND DEPARTMENT
PUBLIC WORKS BOND
IN COMPLIANCE WITH FLORIDA STATUTES 255.05 (1) (a)

Bond No. 100358354

Contractor Name Go Underground Utilities, LLC

Contractor Address 407 Plaza Avenue Lake Placid, FL 33852

Contractor Phone No. (863)699-6699

Surety Company United States Surety Company

Surety Address 20 W. Aylesbury Road, Timonium, MD 21093

Surety Phone No. (410)453-9522

Owner Name City of Venice, Florida

Owner Address 401 W. Venice Avenue Venice, FL 34285

Owner Phone Number (941)486-2626

Obligee Name N/A
(If contracting entity is different from the owner, the contracting public entity)

Obligee Address N/A

Obligee Phone No. N/A

Contract No. (If Applicable) N/A

Project Name (ITB) #3068-17 Fairways of Capri and Seaboard Avenue Water Main Extensions

Project Location Various Locations Along Seaboard Ave., Venice, FL 34285

Legal Description and Street Address
N/A

FRONT PAGE

All other bond page(s) are deemed subsequent to this page regardless of any page number(s) that
May be preprinted thereon.

PUBLIC WORKS PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT Go Underground Utilities, LLC, as Principal, hereinafter called Contractor; and _____
United States Surety Company, a corporation of the State of Maryland, 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 (\$259,580.00) Two Hundred Fifty-Nine Thousand Five Hundred Eighty Dollars &
00 /100's 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# 3068-17 Fairways of Capri and Seaboard Avenue Water Main
Extensions** 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.

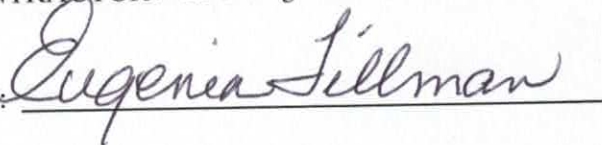
PROVIDED FURTHER, no right of action shall accrue on this bond to or for the use of any person or corporation other than the City, its successors or assigns.

SIGNED AND SEALED this _____ day of _____, AD., 2017.

IN THE PRESENCE OF:

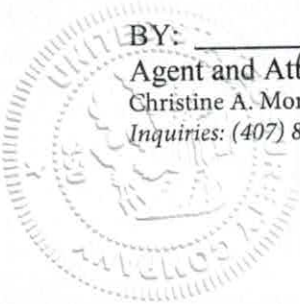
CONTRACTOR : Go Underground Utilities, LLC



BY: 

INSURANCE COMPANY : United States Surety Company

BY: 
Agent and Attorney-in-Fact
Christine A. Morton & FL Licensed Resident Agent
Inquiries: (407) 834-0022





TOKIO MARINE
HCC

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That, UNITED STATES SURETY COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Maryland, and having its principal office in Timonium, Maryland, does by these presents make, constitute and appoint,

CHRISTINE A. MORTON

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver bond number 100358354, issued in the course of its business and to bind the Company thereby, in an amount not to exceed ***** UNLIMITED ***** (**UNLIMITED**). Said appointment is made under and by authority of the following resolutions of the Board of Directors of United States Surety Company:

"Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." Adopted by unanimous written consent in lieu of meeting on September 1st, 2011.

The Attorney-in-Fact named above may be an agent or a broker of the Company. The granting of this Power of Attorney is specific to this bond and does not indicate whether the Attorney-in-Fact is or is not an appointed agent of the Company.

IN WITNESS WHEREOF, United States Surety Company has caused its seal to be affixed hereto and executed by its Senior Vice President on this 1st day of December 2014.

State of California
County of Los Angeles SS:



By: Adam S. Pessin
Adam S. Pessin, Senior Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 1st day of December 2014, before me, Maria G. Rodriguez-Wong, a notary public, personally appeared Adam S. Pessin, Senior Vice President of United States Surety Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of CALIFORNIA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (seal)



I, Kio Lo, Assistant Secretary of United States Surety Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2017.

Bond No. 100358354

Agency No. 12289



[Signature]
Kio Lo, Assistant Secretary

EXHIBIT B

BID FORM FOR FAIRWAYS OF CAPRI AND SEABOARD AVENUE WATER MAIN EXTENSIONS					
ITEM	DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE	AMOUNT
I. PROPOSED IMPROVEMENTS					
1	Mobilization/Demobilization	1	LS	\$10,000.00	\$10,000.00
2	Maintenance of Traffic	1	LS	\$1,000.00	\$1,000.00
3	Erosion and Sediment Control	1	LS	\$1,000.00	\$1,000.00
4	Record Drawings	1	LS	\$3,000.00	\$3,000.00
5	6" C900 PVC (Open Cut)	1471	LF	\$40.00	\$58,840.00
6	12" Gate Valve and Box (Cut-in)	1	EA	\$2,500.00	\$2,500.00
7	Relocate 6" Gate Valve	1	EA	\$1,800.00	\$1,800.00
8	6" Gate Valve and Box	3	EA	\$900.00	\$2,700.00
9	12"x12"x6" Tee (Cut-in)	1	EA	\$1,000.00	\$1,000.00
10	6"x6"x6" Tee	2	EA	\$900.00	\$1,800.00
11	6" 90-Degree Bend	2	EA	\$600.00	\$1,200.00
12	6" 45-Degree Bend	8	EA	\$400.00	\$3,200.00
13	6" 22.5-Degree Bend	1	EA	\$400.00	\$400.00
14	Single Water Service (Short)	5	EA	\$800.00	\$4,000.00
15	Single Water Service (Long w/ sleeve)	2	EA	\$1,000.00	\$2,000.00

16	Double Water Service (Short)	4	EA	\$800.00	\$3,200.00
17	Double Water Service (Long w/ sleeve)	2	EA	\$1,000.00	\$2,000.00
18	Reconnect Exist 2" PVC Water Main	2	EA	\$2,000.00	\$4,000.00
19	Grout Fill Existing Water Main (Includes Fittings)	5	CY	\$300.00	\$1,500.00
20	Fire Hydrant Assembly	4	EA	\$4,000.00	\$16,000.00
21	Bollards	20	EA	\$350.00	\$7,000.00
22	Fire Hydrant Assembly Removal	1	EA	\$1,500.00	\$1,500.00
23	Curb Replacement	360	LF	\$30.00	\$10,800.00
24	Industrial Driveway Restoration	51	SY	\$40.00	\$2,040.00
25	Concrete Driveway Restoration	271	SY	\$40.00	\$10,840.00
26	Asphalt Driveway Restoration (Mill and Overlay)	1651	SY	\$35.00	\$57,785.00
27	Asphalt Driveway Restoration (Base Repair)	185	SY	\$35.00	\$6,475.00
28	Landscaping Restoration	1	LS	\$2,000.00	\$2,000.00
29	Owner's Allowance	1	LS	\$40,000.00	\$40,000.00
PROPOSED IMPROVEMENTS TOTAL					\$259,580.00

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 \$1,000,000.00 per occurrence, \$ 1,000,000.00 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.
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- 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.
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