



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

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**TO:** Ed Lavalley, City Manager *EL 6/21/16*  
**THROUGH:** Walter Pierce III, Finance Director *WP*  
**FROM:** Peter Boers, Procurement Manager *PB*  
**DATE:** June 21, 2016  
**MEETING DATE:** July 12, 2016  
**SUBJECT:** **Approval of Contract with Applied Drilling Engineering, Inc.  
in the amount of \$474,350.00 for Replacement Well 7AW**

**Background:**

At the request of the Utilities Department, Procurement has solicited sealed bids for Invitation to Bid, ITB 3027-16, Replacement Well 7AW. On April 21, 2016, two (2) responsive and responsible bids were received. Unfortunately, due to storms in Tennessee, two (2) "late" bids were received the day after the opening and had to be rejected unopened.

Upon evaluation of the bids staff recommends award to Applied Drilling Engineering, Inc., of Tampa, Florida, as the lowest responsive and responsible bidder, in the amount of \$474,350.00. A Notice of Intent to Award was issued on May 9, 2016. Due to the requirements of the State Revolving Fund (SRF) loan, local preference did not apply to this solicitation.

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

**Requested Action:**

Approval of the attached contract with Applied Drilling Engineering, Inc. in the amount of \$474,350.00 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 department account for budget year 2015-2016

Cc: Tim Hochuli, Utilities Director  
Attachments



"City on the Gull"

## CITY OF VENICE

401 W. Venice Avenue Venice, FL. 34285

### NOTICE OF INTENT TO AWARD

**BID NUMBER:** ITB 3027-16

**BID TITLE:** Replacement Well 7AW

**DUE DATE AND TIME:** April 21, 2016 at 2:00PM

**RESPONDENTS:**

Company Name	City	County	Total Bid Price
Applied Drilling Engineering, Inc.	Tampa, FL	Hillsborough	\$474,300.00
Florida Design Drilling Corporation	West Palm Beach, FL	Palm Beach	\$572,050.00
Youngquist Brothers, Inc.	Fort Myers, FL	Lee	No Bid

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

**RESULTS:** Applied Drilling Engineering, Inc., having submitted the lowest responsive and responsible bid is recommended for award.

By:   
Peter A. Boers, Procurement Manager

Date: 5/9/16



Atkins North America, Inc.  
4030 West Boy Scout Boulevard, Suite 700  
Tampa, Florida 33607

Telephone: +1.813.282.7275

[www.atkinsglobal.com/northamerica](http://www.atkinsglobal.com/northamerica)

May 04, 2016

Tony Wierzbicki, PMP  
Utilities Project Manager  
City of Venice - Eastside WRF  
3510 E. Laurel Road  
Nokomis, Florida, 34275

**RE: City of Venice, Replacement Well 7AW (ITB No. 3027-16)  
Bid Review and Award Recommendation**

Dear Tony:

Atkins has completed our review of bids received by the City on April 21, 2016 for the above referenced project. The City received bid packages from two licensed water well contractors: Applied Drilling Engineering, Inc. of Tampa Florida (ADE), and Florida Design Drilling Corporation of West Palm Beach, Florida.

We have completed a mathematical review of the Bid Tabulations submitted by the two firms and find that all entries are in order. The Bid Tabulations of the two firms are attached to this letter. All of the evaluated bids packages contained the required applicable Contractor forms set forth in the invitation to bid.

The bid amount of \$474,350.00 submitted by ADE is the lowest apparent qualified bid and is comparable to the Engineer's Estimate for the project, which was \$457,000. ADE provide four references. Atkins was able to contact three of these. Tom Farkas of Atkins, Bob Robertson of the City of Tarpon Springs, and Bob Brooks of the St. Johns River Water Management District recommended ADE and would contract them for future well construction and testing projects. The projects identified for these references, two completed and one ongoing, were/are within budget and met or are meeting the time schedule.

Based on our review of the submitted bid packages, we would recommend the award of the contract to ADE for the construction and testing of replacement well 7AW pending a review by City legal staff of the insurance requirements of the recommended contractor.

If you have any questions concerning the above or need further assistance, please call me at 813-281-8375.

Respectfully,

Kevin F. Dorsey, P.G.  
Project Manager

Cc: John Eash, P.E (Atkins).  
File 100047069

**BID FORM TABULATIONS**  
**CITY OF VENICE PUBLIC SUPPLY WATER WELL RO-7AW CONSTRUCTION AND TESTING**

				Applied Drilling Engineering, Inc.		Florida Design Drilling Corp.	
ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
A-1	Mobilization – Total Bid.	LS	1	N/A	\$ 31,250.00	N/A	\$ 45,000.00
A-2	Plug and Abandon Well. RO-7 – Total Bid	LS	1	N/A	\$ 24,000.00	N/A	\$ 20,000.00
A-3	Drill Nominal 24-inch Diameter Borehole – Total Bid.	LF	110	\$ 150.00	\$ 16,500.00	\$ 200.00	\$ 22,000.00
A-4	Furnish, Install, and Cement Nominal 20-inch Diameter Steel Casing to Total Depth – Total Bid.	LF	110	\$ 250.00	\$ 27,500.00	\$ 200.00	\$ 22,000.00
A-5	Drill Nominal 20-inch Diameter Borehole – Total Bid.	LF	140	\$ 125.00	\$ 17,500.00	\$ 150.00	\$ 21,000.00
A-6	Geophysical Logging – Total Bid.	LS	1	N/A	\$ 7,500.00	N/A	\$ 7,500.00
A-7	Furnish, Install, and Cement 12" Certa-Lok PVC Casing to Total Depth – Total Bid.	LF	250	\$ 100.00	\$ 25,000.00	\$ 125.00	\$ 31,250.00
A-8	Drill Nominal 12-inch Diameter Open Borehole, - Total Bid.	LF	100	\$ 50.00	\$ 5,000.00	\$ 75.00	\$ 7,500.00
A-9	Install Well Development System, Total Bid.	LS	1	N/A	\$ 7,500.00	N/A	\$ 10,000.00
A-10	Well Development by Airlift Pumping, Total Bid.	HR	20	\$ 150.00	\$ 3,000.00	\$ 250.00	\$ 5,000.00
A-11	Pumping Test Setup – Total Bid.	LS	1	N/A	\$ 5,000.00	N/A	\$ 10,000.00
A-12	Perform Pumping Test, Total Bid.	HR	16	\$ 225.00	\$ 3,600.00	\$ 250.00	\$ 4,000.00
A-13	Water Quality Testing, Total Bid.	LS	1	N/A	\$ 7,500.00	N/A	\$ 7,500.00
A-14	Install Acid Injection System, Total Bid.	LS	1	N/A	\$ 5,000.00	N/A	\$ 15,000.00
A-15	HCL Acid Injection, Total Bid.	Gallon	1,000	\$ 5.00	\$ 5,000.00	\$ 6.00	\$ 6,000.00
A-16	Install Post-Acidization Well Development System, Total Bid.	LS	1	N/A	\$ 5,000.00	N/A	\$ 7,500.00
A-17	Post-Acidization Well Development and Disposal, Total Bid.	HR	12	\$ 225.00	\$ 2,700.00	\$ 250.00	\$ 3,000.00
A-18	Wellhead Completion Total Bid.	LS	1	N/A	\$ 25,000.00	N/A	\$ 20,000.00
A-19	Site Work, Total Bid.	LS	1	N/A	\$ 30,000.00	N/A	\$ 25,000.00
A-20	Site Piping and Valving, Total Bid.	LS	1	N/A	\$ 20,000.00	N/A	\$ 55,000.00
A-21	Well Pump and Motor, Total Bid.	LS	1	N/A	\$ 25,000.00	N/A	\$ 50,000.00
A-22	Electrical and Controls, Total Bid	LS	1	N/A	\$ 150,000.00	N/A	\$ 145,000.00
A-23	Demobilization, Total Bid.	LS	1	N/A	\$ 5,000.00	N/A	\$ 12,000.00
A-24	Standby Time.	HR	8	\$ 100.00	\$ 800.00	\$ 100.00	\$ 800.00
<b>SUBTOTAL PRICE</b>					<b>\$ 454,350.00</b>		<b>\$ 552,050.00</b>
<b>OWNERS ALLOWANCE</b>					<b>\$ 20,000.00</b>		<b>\$ 20,000.00</b>
<b>TOTAL PROJECT BID PRICE</b>					<b>\$ 474,350.00</b>		<b>\$ 572,050.00</b>



## Florida Department of Environmental Protection

Marjory Stoneman Douglas Building  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Rick Scott  
Governor

Carlos Lopez-Cantera  
Lt. Governor

Jonathan P. Steverson  
Secretary

June 7, 2016

Mr. Edward Lavallee  
City Manager  
City of Venice  
West 401 Venice Avenue  
Venice, Florida 34285

Re: DW58043 - Venice  
Supply, Treatment & Distribution

Dear Mr. Lavallee:

We have reviewed the bidding information for the Replacement Well 7AW contract. The selection of the bidder identified below is acceptable.

<u>Contractor</u>	<u>Contract Amount</u>	<u>SRF Eligible</u>
Applied Drilling Engineering, Inc.	\$ 474,350.00	\$ 454,350.00

This letter is your authorization to award the contract. Please note that \$20,000 in "Owners Allowance" is not eligible for SRF funding, but may be made eligible through approved change orders. Please submit a copy of the notice to proceed, a copy of the executed contract between the City and the contractor, and the attached certification of contractor's insurance and bonding after the contract is executed to: Florida Department of Environmental Protection, 3900 Commonwealth Boulevard M.S. 3505, Tallahassee, Florida 32399-3000. No disbursements for this contract will be made until the documents mentioned above are returned to us.

Please send all change orders to Paul Brandl for review. If we may be of further assistance, please call Charles Richards at (850) 245-2926.

Sincerely,

A handwritten signature in cursive script that reads "Angela Knecht".

Angela Knecht, Program Administrator  
State Revolving Fund Management

AK/cr

Attachments

cc: Brenda Westlake - TAMCO-BV, LLC

## 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 Applied Drilling Engineering, Inc., 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) # **3027-16 Replacement Well 7AW**, including: standard general conditions, supplemental conditions, special conditions, Florida Department of Environmental Protection State Revolving Fund Program Supplementary Conditions for Formally Advertised Construction Procurement, technical specifications, drawings, Contractor's bid proposal for ITB 3027-16, 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 ninety-eight (198)** 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: **Four Hundred Seventy Four Thousand Three Hundred Fifty Dollars & 00/100s (\$474,350.00)**.

(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

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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 Engineering Services; 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 Engineering Services. 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.**

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(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 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)


CITY OF VENICE  
IN SARASOTA COUNTY, FLORIDA

ATTEST:

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

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

ATTEST:

  
\_\_\_\_\_  
David Wiley  
Signed by (typed or printed)

APPLIED DRILLING ENGINEERING,  
INC.

  
BY: \_\_\_\_\_  
Paul Petrey - Secretary & Treasurer  
Signed by (typed or printed)



Approved as to Form and Correctness

\_\_\_\_\_  
David Persson, 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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**PERFORMANCE AND PAYMENT BOND**

**(Public Work)**

In compliance with F.S. Chapter 255.05

THE PROVISIONS AND LIMITATIONS OF SECTION 255.05 FLORIDA STATUTES, INCLUDING BUT NOT LIMITED TO THE TIME LIMITATIONS IN SECTIONS 255.05(2) , 255.05(8) and 255.05 (10), ARE INCORPORATED IN THIS BOND BY REFERENCE

**Bond No.:** 0954247

**CONTRACTOR:**

**Name:** Applied Drilling Engineering, Inc.  
**Address:** 10014 N. Dale Mabry Hwy., Suite 205  
Tampa, FL 33618

**Phone No.** 813-968-9244

**SURETY:**

**Name:** Westfield Insurance Company  
**Address:** P O Box 5001  
Westfield Center, OH 44251-5001

**Phone No.** 330-887-0101

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**OWNER:**

**Name:** City of Venice, FL  
**Address:** 401 W. Venice Ave  
Venice, FL 34285

**Phone No.** 941-882-7422

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**OBLIGEE:** (If contracting entity is different from the owner, the contracting public entity)

**Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_

**Phone No.** \_\_\_\_\_

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**Bond Amount:** \$474,350.00

**Description of Work:** ITB #3027-16 Replacement Well 7AW  
Construction of public supply Well 7AW, including the well, wellhead, all above ground appurtenances and piping.

**Project Location:** City of Venice FL

FRONT PAGE

All other Bond page(s) are deemed subsequent to this page regardless of any page number(s) that may be re-printed thereon.

In accordance with the FL Statute 255.05, THE PROVISIONS AND LIMITATIONS OF SECTION 255.05 FLORIDA STATUTES, INCLUDING BUT NOT LIMITED TO THE TIME LIMITATIONS IN SECTIONS 255.05(2) , 255.05(8) and 255.05 (10), ARE INCORPORATED IN THIS BOND BY REFERENCE

**PUBLIC WORKS PAYMENT BOND**

Bond No. 0954247

KNOW ALL MEN BY THESE PRESENTS:

THAT Applied Drilling Engineering, Inc., as Principal, hereinafter called Contractor; and <sup>Ohio</sup> Westfield Insurance Company, a corporation of the State of ~~Florida~~ <sup>Ohio</sup>, 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 Four Hundred Seventy Four Thousand Three Hundred Fifty Dollars and 00/100's (\$474,350.00), 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 agreement dated the \_\_\_\_\_day of \_\_\_\_\_, 2016, entered into a Contract with the City for the following described project: **ITB# 3027-16 Replacement Well 7AW** which contract is by reference incorporated herein and made a part hereof, and is hereinafter referred to as the Contract.

*Please  
check  
all pla  
same c*

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, excutors, administrators, successors or assigns.

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 pers or corporation other than the City, its successors or assigns.

SAM  
Dad

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, AD., 20 16.

IN THE PRESENCE OF:

CONTRACTOR

Applied Drilling Engineering, Inc.

David A. Wiley

BY: Paul Petrey

David A. Wiley - Witness

Paul Petrey - Secretary & Treasurer

INSURANCE COMPANY

Westfield Insurance Company

BY: Eileen C. Heard

Agent and Attorney-in-Fact

Eileen C. Heard, Attorney-in-fact and Florida Licensed Resident Agent

Inquiry: Willis Towers Watson PH 813-281-2095

**PUBLIC WORKS PERFORMANCE BOND**

Bond No. 0954247

KNOW ALL MEN BY THESE PRESENTS:

THAT Applied Drilling Engineering, Inc., as Principal, hereinafter called Contractor; and Westfield Insurance Company, a corporation of the State of ~~Florida~~ Ohio, 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 Four Hundred Seventy Four Thousand Three Hundred Fifty Dollars and 00/100's (\$474,350.00), 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 agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, 2016, entered into a contract with the City of Venice for the following described project: **ITB# 3027-16 Replacement Well 7AW** which contract is by reference incorporated herein and made a part hereof, and is hereinafter referred to as the contract.

*Please  
date*

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

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20 16.

*Handwritten initials*  
pc

IN THE PRESENCE OF:

*David A. Wiley*  
David A. Wiley - Witness

CONTRACTOR  
Applied Drilling Engineering, Inc.

BY: *Paul Petrey*  
Paul Petrey - Secretary & Treasurer

INSURANCE COMPANY  
Westfield Insurance Company

BY: *Eileen C. Heard*  
Agent and Attorney-in-Fact  
Eileen C. Heard, Attorney-in-fact and Florida Licensed  
Resident Agent  
Inquiry: Willis Towers Watson 813-281-2095

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 08/20/15, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 0997662 00

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint ANETT CARDINALE, DAVID H. CARR, MARGARET A. GINEM, EILEEN C. HEARD, BRANDY L. BAICH, JOINTLY OR SEVERALLY

of TAMPA and State of FL its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-In-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be it Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive 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:

The 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 of Indemnity and other conditional or obligatory undertakings 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 as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the 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 signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 20th day of AUGUST A.D., 2015.

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

By: Dennis P. Baus

Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 20th day of AUGUST A.D., 2015, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this day of AD. 2016



Frank A. Carrino Secretary

Frank A. Carrino, Secretary

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**EXHIBIT B****CITY OF VENICE  
PUBLIC SUPPLY WATER WELL RO-7AW CONSTRUCTION AND TESTING  
ITB NO. 3027-16**

<b><u>Item No.</u></b>	<b><u>Description</u></b>	<b><u>Est. Quantity</u></b>	<b><u>Unit</u></b>	<b><u>Unit Price</u></b>	<b><u>Amount</u></b>
A-1	Mobilization – Total Bid.	1	LS	N/A	\$31,250.00
A-2	Plug and Abandon Well. RO-7AW – Total Bid	1	LS	\$ 24,000.00	\$ 24,000.00
A-3	Drill Nominal 24-inch Diameter Borehole – Total Bid.	110	LF	\$ 150.00	\$ 16,500.00
A-4	Furnish, Install, and Cement Nominal 20-inch Diameter Steel Casing to Total Depth – Total Bid.	110	LF	\$ 250.00	\$ 27,500.00
A-5	Drill Nominal 20-inch Diameter Borehole – Total Bid.	140	LF	\$ 125.00	\$ 17,500.00
A-6	Geophysical Logging – Total Bid.	1	LS	N/A	\$ 7,500.00
A-7	Furnish, Install, and Cement 14-inch Certa-Lok PVC Casing to Total Depth – Total Bid.	250	LF	\$ 100.00	\$ 25,000.00
A-8	Drill Nominal 12-inch Diameter Open Borehole, - Total Bid.	100	LF	\$ 50.00	\$ 5,000.00
A-9	Install Well Development System, Total Bid.	1	LS	N/A	\$ 7,500.00

**EXHIBIT B****CITY OF VENICE  
PUBLIC SUPPLY WATER WELL RO-7AW CONSTRUCTION AND TESTING  
ITB NO. 3027-16**

<b><u>Item No.</u></b>	<b><u>Description</u></b>	<b><u>Est. Quantity</u></b>	<b><u>Unit</u></b>	<b><u>Unit Price</u></b>	<b><u>Amount</u></b>
A-10	Well Development by Airlift Pumping, Total Bid.	20	HR	\$ 150.00	\$ 3,000.00
A-11	Pumping Test Setup – Total Bid.	1	LS	NA	\$ 5,000.00
A-12	Perform Pumping Test, Total Bid.	16	HR	\$ 225.00	\$ 3,600.00
A-13	Water Quality Testing, Total Bid.	1	LS	N/A	\$ 7,500.00
A-14	Install Acid Injection System, Total Bid.	1	LS	N/A	\$ 5,000.00
A-15	HCL Acid Injection, Total Bid.	1000	Gallon	\$ 5.00	\$ 5,000.00
A-16	Install Post-Acidization Well Development System, Total Bid.	1	LS	N/A	\$ 5,000.00
A-17	Post-Acidization Well Development and Disposal, Total Bid.	12	HR	\$ 225.00	\$ 2,700.00
A-18	Wellhead Completion, Total Bid.	1	LS	N/A	\$ 25,000.00
A-19	Site Work, Total Bid.	1	LS	N/A	\$ 30,000.00
A-20	Site Piping and Valving, Total Bid.	1	LS	N/A	\$ 20,000.00
A-21	Well Pump and Motor, Total Bid.	1	LS	N/A	\$ 25,000.00
A-22	Electrical and Controls, Total Bid.	1	LS	N/A	\$ 150,000.00

**EXHIBIT B**

**CITY OF VENICE  
PUBLIC SUPPLY WATER WELL RO-7AW CONSTRUCTION AND TESTING  
ITB NO. 3027-16**

<b><u>Item No.</u></b>	<b><u>Description</u></b>	<b><u>Est. Quantity</u></b>	<b><u>Unit</u></b>	<b><u>Unit Price</u></b>	<b><u>Amount</u></b>
A-23	Demobilization, Total Bid.	1	LS	N/A	\$ 5,000.00
A-24	Standby Time.	8	HR	\$ 100.00	\$ 800.00
A-25	Owner's Allowance.	1	LS	N/A	\$ 20,000.00
<b>TOTAL BID PRICE</b>				<b>\$</b>	<b><u>474,350.00</u></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.
    - d) **Installation Floater/Installation Builders’ Risk–Property Coverage:** Policy to cover direct physical loss or damage to materials, supplies, machinery, and equipment being installed, constructed or rigged by the contractor in conjunction with its installation or construction. All items involved in the project including drainage/water sewer pipes, etc. (as included in description of project) need to be insured for the total completed replacement value. Coverage should include perils of fire, theft, vandalism, windstorm/hail, collapse and transit, sewer backup, testing, equipment breakdown,
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waterborne property. Coverage shall start when the items to be installed are transported to City premises and remain in place until the interest of the contractors ceases or the City accepts possession whichever comes first. Coverage should apply to owned property and non-owned property in the contractor's care, custody and control. The installation coverage forms shall provide coverage for building materials and supplies at the construction site, in transit to the site and similar property intended for the construction project at other locations as necessary or because of lack of storage space at the construction site. Coverage should apply on a Primary basis and should include a Waiver of Subrogation. Contractor should be responsible for any deductibles.

**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
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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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