



CITY MANAGER'S REPORT
AGENDA ITEM REQUEST
FINANCE DEPARTMENT

TO: Ed Lavallee, City Manager *EL*
THRU: Linda Senne, Interim Finance Director *LS*
FROM: Jon Mayes, Procurement Specialist *JM*
DATE: December 21, 2015

CITY COUNCIL MEETING DATE: January 12, 2016

SUBJECT: Approve Contract with Quality Enterprises USA Inc. for the Border Road Water Main Extension Re-bid (ITB# 3010-15), Not to Exceed Amount of \$687,166.70.

Background:

At the request of the Utilities Department, Finance solicited sealed bids for the "Border Road Water Main Extension Re-bid". This project includes installation of approximately 3,730 linear feet of 12-inch PVC water main by open cut, approximately 2,280 linear feet of 12-inch fusible PVC water main by horizontal directional drill and approximately 55 linear feet of 12-inch PVC carrier pipe in a 24-inch steel casing by jack and bore and associated valves, connections and appurtenances. This project was re-bid due to incomplete reference information being provided by a number of the construction contractors on the initial bid.

Procurement received and subsequently opened the sealed bids on August 26th. The bid results are shown in the attached Bid Tabulation Summary.

Based on a review of the low bidder's qualifications performed by the project's design engineer, which is attached, it has been determined that Quality Enterprises USA, Inc. of Naples, FL is the lowest responsive, responsible bidder and the Utilities Department recommends award of the contract to Quality Enterprises USA, Inc. in the amount of \$687,166.70.

Requested Action:

It is requested that City Council concur with the Utilities Department's determination of Quality Enterprises USA, Inc., being the lowest responsive, responsible bidder and grant authorization for the Mayor to execute a contract for the not to exceed amount of \$687,166.70.

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

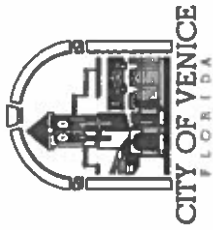
Risk Management Review: The Risk Manager has reviewed this document and finds no risk management objections.

Funds Availability: Funds are appropriated in the Utilities fund budget. The source of funding for this project will be water plant capacity charges.

cc: Bid file

PROCUREMENT DEPARTMENT - CITY OF VENICE, FLORIDA
 BID TABULATION SHEET
 ITB # 3010-15: BORDER ROAD WATER MAIN EXTENSION RE-BID

DUE: AUGUST 26, 2015 @ 2:00 PM



Please print for all columns:

#	Firm Name & Address	Total Bid	All Required Forms- y/n
1	A2 Group 18245 Paulson Drive, Suite 111 Port Charlotte FL 33954	\$803,250.00	Yes
2	Spectrum Underground 1876-B Barber Road, Suite 200 Sarasota FL 34240	\$728,046.10	Yes
3	Westra Construction 1263 12th Avenue East Palmetto FL 34221	\$956,482.00	Yes
4	TB Landmark 11220 New Berlin Road Jacksonville FL 32226	\$816,883.00	Yes
5	Caribe Utilities of Florida 11130 North Kendall Drive, Suite 104 Miami FL 33176	\$779,806.50	Yes
6	DBE Utility Services 15893 77th Pl, N. Loxahatchee FL 33470	\$785,659.00	Yes
7	Andrew Sitework LLC 2511 Palm Avenue Fort Myers FL 33916	\$725,968.00	Yes
8	Denco Construction 4600 Cummins Court Fort Myers FL 33905	\$918,496.95	Yes

9	Harris-McBurney Company 2120 North US Highway 301 Tampa FL 33619	\$729,927.30	Yes
10	Woodruff & Sons PO Box 10127 Bradenton FL 34282	\$797,600.67	Yes
11	Quality Enterprises USA Inc 3894 Mannix Drive, Suite 216 Naples FL 34114	\$687,166.70	Yes
12			

To: Tony Wierzbicki
City of Venice

From: Stephen MacEachern
Sarasota (Station Way) FL Office

File: 177310466

Date: September 14, 2015

**Reference: Border Road Water Main Extension, Bid No. 3010-15
Low Bidder Review**

Stantec has reviewed the bid form totals of the eleven (11) contractors submitting on the referenced project. A bid tabulation summary table of the eleven (11) bidders was prepared for comparison purposes and is attached to this memo. With the exception of the bid from A2 Group (the 8th lowest bidder), the values are totaled correctly on the bid forms. The low bidder for this project was Quality Enterprises USA, Inc. with a total bid price of \$687,166.70.

Contractor References:

We spoke with three of the four (4) references provided by Quality Enterprises USA, Inc. in their bid submittal package. The references are shown below along with a summary of the discussions with them:

Reference #1 – James Clinch (City of Venice)

Two projects were completed recently for Public Works by Quality Enterprise USA, Inc., a dredging and a stormwater project. Both projects were completed under budget with one (1) project having a time change order due to rain. The crews performed well and the Supervisor ensured good relations with the residents were maintained throughout the project. Mr. Clinch would use Quality Enterprise USA, Inc. on future projects.

Reference #2 – Mike Daniel, Construction Manager (City of Marco Island)

Mr. Daniels was pleased with the work performed by Quality Enterprise USA, Inc., on his projects. The projects involved roadway and stormwater improvements along with new utility mains. He noted that the Contractor had skilled office staff; there were no issues with the paperwork submitted at project start-up and close-out.

Reference #3 – James McLellan (City of Bradenton)

Mr. McLellan was involved with two (2) City of Bradenton projects where Quality Enterprise USA, Inc. was the Contractor. The projects were bridge related that also involved water main relocations. There was no Contractor initiated CO's and he stated that they were easy to work with on field adjustments/deviations that resulted from unknown conditions. The Contractor was fairly easy to work with and the City would welcome the opportunity to have them on a future project if they were low bidder.

Reference #4 – Andy Holland (City of Naples)

No return call received from Mr. Holland.



**Reference: Border Road Water Main Extension, Bid No. 3010-15
 Low Bidder Review**

Qualification Requirements:

We verified the three (3) qualification requirements that Quality Enterprises USA, Inc. provided. They indicated that they would be self-performing the construction of the underground potable water main while separate Subcontractors would be performing the horizontal direction drills and the jack and bore. Below is a summary for each of the qualification requirements:

I - Contractor Qualification (Section 1.07, 5a):

Trenchless installation of underground piping using horizontal directional drilling methods of minimum twelve inch (12") diameter FPVC potable water pressure pipe. Twelve hundred (1,200) linear feet (LF) or greater.

Contractor/Subcontractor Performing Work: **Bore Hawg Inc.**

Reference #1

Project Name	CR 25A to Marco Terrace
Owner/Client:	City of Lake City
Owner/Client PM:	Lemville Bullard, Jr (386) 288-9898
Project Description:	Installation of 12" FPVC by HDD, 3 bores totaling 1950 LF.

Reference #2

Project Name:	East West Connector from Harden Blvd. to S. Lincoln Ave.
Owner/Client:	City of Lakeland
Owner/Client PM:	Kimmons Contracting Group - John Zemina (813) 805-8647 (813) 247-01474
Project Description:	Installation of 3,649 LF of 20" FPVC by HDD.

Interview questionnaire:	Reference #1	Reference #2
Reference name:	Lemville Bullard, Jr	John Zemina
Reference position:	Construction Supervisor	Vice President
Completed on time?	Yes	Yes
Satisfactory finished product?	Yes	Yes
Excessive Change Orders?	No	No
Was contractor cooperative?	Yes	Yes
Were there public complaints?	No	No
Would you recommend this contractor for similar work?	Yes	Yes
Notes	Performed 10 ± bores for the City in the past. Longest 1,800 LF of 12" main. 3 bores were under DOT roads.	Crew performed their work quickly and accurately while maintaining a safe environment for everyone in the area of construction.



**Reference: Border Road Water Main Extension, Bid No. 3010-15
 Low Bidder Review**

II - Contractor Qualification (Section 1.07, 5a):

Construction of underground potable water pressure pipe systems of minimum twelve inch (12") diameter PVC (Polyvinyl Chloride) pipe. Three thousand (3,000) linear feet (LF) or greater.

Contractor/Subcontractor Performing Work: Quality Enterprise USA, Inc.

Reference #1

Project Name	Reconstruction of South Collier Boulevard
Owner/Client:	City of Marco Island
Owner/Client PM:	Mike Daniel (239) 825-9554
Project Description:	Installation of 10,000 LF of 20" PVC Water Main.

Reference #2

Project Name:	Reconstruction of North Collier Boulevard
Owner/Client:	City of Marco Island
Owner/Client PM:	Mike Daniel (239) 825-9554
Project Description:	Installation of 15,000 LF of 20" PVC Water Main.

Interview questionnaire:	Reference #1	Reference #2
Reference name:	Mike Daniel	Mike Daniel
Reference position:	Construction Manager	Construction Manager
Completed on time?	Yes	Yes
Satisfactory finished product?	Yes	Yes
Excessive Change Orders?	No Contractor initiated Change Orders	No Contractor initiated Change Orders
Was contractor cooperative?	Yes	Yes
Were there public complaints?	No	No
Would you recommend this contractor for similar work?	Yes	Yes
Notes	CO's due to unknown field conditions and/or Owner initiated	CO's due to unknown field conditions and/or Owner initiated



September 14, 2015
 Tony Wierzbicki
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**Reference: Border Road Water Main Extension, Bid No. 3010-15
 Low Bidder Review**

III - Contractor Qualification (Section 1.07, 5a):

Trenchless installation of underground piping using Jack and Bore methods of minimum twenty-four inch (24") diameter steel casing. Fifty (50) linear feet (LF) or greater.

Contractor/Subcontractor Performing Work: Blevins Road Boring, Inc.

Reference #1

Project Name:	Gandy Utility Relocates
Owner/Client:	FDOT
Owner/Client PM:	Pepper Contracting, Larry (813) 868-7720 [Larry on vacation, Spoke with Fred Sumner, the PM on the project]
Project Description:	70 LF of 30" .0469 wall on-grade Jack and Bore.

Reference #2

Project Name:	I-4 & SR 559 Utility Relocates
Owner/Client:	FDOT
Owner/Client PM:	Gulf Coast Utility Constructors, Inc. Dan Morrow (727) 328-7882
Project Description:	60 LF and 70 LF of 24" .250 wall non-grade Jack and Bore.

Interview questionnaire:	Reference #1	Reference #2
Reference name:	Fred Sumner	Dan Morrow
Reference position:	Project Manager	President
Completed on time?	Yes	
Satisfactory finished product?	Yes	
Excessive Change Orders?	No Contractor initiated Change Orders	
Was contractor cooperative?	Yes	
Were there public complaints?	No	
Would you recommend this contractor for similar work?	Yes	
Notes	They are currently using Blevins	No return call received from Mr. Morrow



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Tony Wierzbicki
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**Reference: Border Road Water Main Extension, Bid No. 3010-15
Low Bidder Review**

The qualification requirements are intended to be a gauge of the Contractor's and their Subcontractors' ability to successfully complete the work associated with the proposed project in a competent and timely manner. Although we were unable to verify both references for Blevins Road Boring, Inc., we have spoken with others familiar with Blevins' work in the past and we do not have concerns with their ability to perform the work.

In speaking with the Contractor's references and the qualification references, we did not receive any comments which would lead us to believe that Quality Enterprise USA, Inc. could not successfully perform the work associated with this project.

Please call our office should you have any questions.

Stantec Consulting, Inc.

A handwritten signature in black ink, appearing to read "Steph M. E." followed by a horizontal line.

Stephen MacEachern
Project Engineer
Phone: (941) 225-6177
Stephen.MacEachern@stantec.com

Attachment: Bid Tabulation Summary Table

c. Timothy Hochuli, P.E., City of Venice
Joseph Greeley, P.E., Stantec

Bid Tabulation Summary
 Border Road Water Main Extension
 City of Venice ITB Number 3000-15
 Prepared by Statistic Consulting, Inc. - August 28, 2015

Item #	Qty.	Unit	Description	Harris-McBumey Company Tempe, FL				Caribe Utilities of Florida, Inc. Miami, FL				DBE Mgmt. Inc., dba DBE Utility Svcs. Lutz/Hatchee, FL				Woodruff & Sons Bradenton, FL			
				% EOPC	% Avg	Unit Price	Total Price	% EOPC	% Avg	Unit Price	Total Price	% EOPC	% Avg	Unit Price	Total Price	% EOPC	% Avg	Unit Price	Total Price
1			POTABLE WATER MAINS AND FITTINGS																
1a	1695	LF	12" PVC (C-900 DR-18 Class 150) Potable Water Main and Fittings	72%	86%	\$ 58.10	\$ 100,174.50	63%	86%	\$ 51.80	\$ 87,801.00	85%	121%	\$ 73.00	\$ 123,735.00	78%	107%	\$ 84.28	\$ 109,920.70
1b	2033	LF	12" PVC (C-900 DR-18 Class 150) R.L. Potable Water Main and Fittings	74%	91%	\$ 87.80	\$ 137,857.40	75%	92%	\$ 88.00	\$ 140,277.00	79%	98%	\$ 73.00	\$ 149,409.00	79%	97%	\$ 72.35	\$ 147,087.55
2			HORIZONTAL DIRECTIONAL DRILL																
2a	365	LF	12" PPVC (C-900 DR-18 Class 150) (North Auburn Road)	84%	85%	\$ 104.80	\$ 38,292.00	91%	92%	\$ 114.00	\$ 41,810.00	98%	99%	\$ 85.00	\$ 31,025.00	124%	125%	\$ 154.83	\$ 56,512.85
2b	1103	LF	12" PPVC (C-900 DR-18 Class 150) (Interstate 75)	90%	91%	\$ 112.00	\$ 123,528.00	102%	92%	\$ 127.50	\$ 140,852.50	106%	99%	\$ 135.00	\$ 148,905.00	104%	94%	\$ 129.57	\$ 142,915.71
2c	208	LF	12" PPVC (C-900 DR-18 Class 150) (Storm Culverts Crossing (Twin 18" X 30"))	84%	82%	\$ 104.80	\$ 21,900.20	91%	90%	\$ 114.00	\$ 23,628.00	98%	97%	\$ 85.00	\$ 17,765.00	138%	135%	\$ 172.03	\$ 35,884.27
2d	420	LF	12" PPVC (C-900 DR-18 Class 150) (Storm Culverts Crossing (Triple 18" X 30"))	84%	84%	\$ 104.80	\$ 44,016.00	91%	92%	\$ 114.00	\$ 47,880.00	98%	95%	\$ 85.00	\$ 35,700.00	116%	116%	\$ 147.25	\$ 61,845.00
2e	178	LF	12" PPVC (C-900 DR-18 Class 150) (Jaccarada Boulevard)	84%	80%	\$ 104.80	\$ 18,750.20	91%	87%	\$ 114.00	\$ 20,498.00	94%	91%	\$ 90.00	\$ 14,580.00	148%	141%	\$ 185.02	\$ 39,118.58
3			JACK AND BORE																
3a	52	LF	24" Steel Casing and 12" PVC (Border Road)	142%	117%	\$ 780.00	\$ 40,560.00	99%	83%	\$ 547.00	\$ 28,444.00	82%	88%	\$ 450.00	\$ 23,400.00	144%	119%	\$ 780.05	\$ 41,082.80
4	6	EA	FIRE HYDRANT ASSEMBLIES	84%	82%	\$ 4,200.00	\$ 25,200.00	128%	125%	\$ 8,380.00	\$ 38,340.00	98%	96%	\$ 4,900.00	\$ 29,400.00	95%	93%	\$ 4,754.08	\$ 29,524.48
5	1	EA	AUTO FLUSHER ASSEMBLIES	228%	100%	\$ 5,688.00	\$ 5,688.00	228%	101%	\$ 5,700.00	\$ 5,700.00	382%	173%	\$ 8,800.00	\$ 8,800.00	283%	110%	\$ 8,577.82	\$ 8,577.82
6			GATE VALVES																
6a	1	EA	10-inch Gate Valve, MJ, with Box	77%	82%	\$ 2,128.00	\$ 2,128.00	80%	89%	\$ 2,200.00	\$ 2,200.00	102%	112%	\$ 2,800.00	\$ 2,800.00	96%	95%	\$ 2,385.18	\$ 2,385.18
6b	11	EA	12-inch Gate Valve, MJ, with Box	88%	91%	\$ 2,667.00	\$ 29,337.00	98%	98%	\$ 2,875.00	\$ 31,625.00	100%	102%	\$ 3,000.00	\$ 33,000.00	90%	92%	\$ 2,703.89	\$ 29,740.59
7	1300	SY	SIDEWALK RESTORATION	224%	116%	\$ 58.00	\$ 72,800.00	297%	154%	\$ 74.80	\$ 97,240.00	293%	150%	\$ 73.00	\$ 94,900.00	139%	89%	\$ 33.72	\$ 43,838.00
8	3	EA	DRIVEWAY RESTORATION	317%	111%	\$ 3,800.00	\$ 11,400.00	325%	114%	\$ 3,900.00	\$ 11,700.00	373%	132%	\$ 4,500.00	\$ 13,500.00	162%	57%	\$ 1,948.09	\$ 5,838.27
9	1	LS	OWNER'S ALLOWANCE				\$ 225,000.00				\$ 225,000.00				\$ 225,000.00				\$ 225,000.00
SUBTOTAL (Bid Items 1 - 9)							\$ 696,598.30				\$ 742,861.50				\$ 751,688.00				\$ 788,318.48
10	1	LS	MOBILIZATION AND DEMOBILIZATION [5.5% of Subtotal]				\$ 33,333.00				\$ 37,125.00				\$ 34,000.00				\$ 29,281.19
TOTAL BASE BID PRICE				90%	92%		\$ 729,931.30	97%	98%		\$ 779,986.50	97%	99%		\$ 785,688.00	99%	100%		\$ 787,600.67

Bid Tabulation Summary
 Border Road Water Main Extension
 City of Venice ITE Number 3003-15
 Prepared by Santee Consulting, Inc. August 26, 2015

Item #	Qty.	Unit	Description	A' Group, Inc. Port Charlotte, FL				T B Landmark Construction, Inc. Jacksonville, FL				Denoco Construction, Inc. Pt. Myers, FL				Westra Construction Corp. Palmetto, FL				
				% EOPC	% Avg	Unit Price	Total Price	Total Price	% EOPC	% Avg	Unit Price	Total Price	% EOPC	% Avg	Unit Price	Total Price	% EOPC	% Avg	Unit Price	Total Price
1			POTABLE WATER MAINS AND FITTINGS																	
1a	1695	LF	12" PVC (C-900 DR-18 Class 150) Potable Water Main and Fittings	69%	94%	\$ 54.95	\$ 94,530.25	\$ 96,530.00	96%	133%	\$ 80.00	\$ 135,600.00	80%	81%	\$ 48.00	\$ 81,655.00	110%	149%	\$ 90.00	\$ 152,550.00
1b	2053	LF	12" PVC (C-900 DR-18 Class 150) R.L. Potable Water Main and Fittings	74%	82%	\$ 88.53	\$ 189,291.49	\$ 198,329.00	114%	141%	\$ 105.00	\$ 213,485.00	83%	78%	\$ 58.00	\$ 117,914.00	128%	152%	\$ 116.00	\$ 238,829.00
2			HORIZONTAL DIRECTIONAL DRILL																	
2a	365	LF	12" FPVC (C-900 DR-18 Class 150) (North Auburn Road)	119%	120%	\$ 148.45	\$ 54,194.25	\$ 54,185.00	72%	73%	\$ 80.00	\$ 29,850.00	188%	170%	\$ 210.00	\$ 76,650.00	104%	102%	\$ 130.00	\$ 47,450.00
2b	1103	LF	12" FPVC (C-900 DR-18 Class 150) (Interstate 75)	119%	107%	\$ 148.45	\$ 163,740.35	\$ 163,740.00	86%	72%	\$ 100.00	\$ 110,300.00	178%	159%	\$ 220.00	\$ 242,600.00	96%	87%	\$ 120.00	\$ 132,960.00
2c	208	LF	12" FPVC (C-900 DR-18 Class 150) (Storm Culverts Crossing (Twin 18" X 30"))	119%	117%	\$ 148.45	\$ 31,008.05	\$ 31,008.00	72%	71%	\$ 80.00	\$ 18,810.00	188%	182%	\$ 210.00	\$ 63,890.00	117%	112%	\$ 148.00	\$ 30,514.00
2d	420	LF	12" FPVC (C-900 DR-18 Class 150) (Storm Culverts Crossing (Triple 18" X 30"))	119%	119%	\$ 148.45	\$ 62,349.00	\$ 62,350.00	72%	72%	\$ 80.00	\$ 37,800.00	188%	189%	\$ 210.00	\$ 88,200.00	108%	109%	\$ 135.00	\$ 56,700.00
2e	179	LF	12" FPVC (C-900 DR-18 Class 150) (Interstate Boulevard)	119%	113%	\$ 148.45	\$ 26,572.55	\$ 26,572.00	72%	88%	\$ 90.00	\$ 16,110.00	188%	169%	\$ 210.00	\$ 37,590.00	122%	122%	\$ 160.00	\$ 29,840.00
3			JACK AND BORE																	
3a	52	LF	24" Steel Casing and 12" PVC (Border Road)	135%	116%	\$ 757.42	\$ 39,385.84	\$ 39,398.00	182%	151%	\$ 1,000.00	\$ 52,000.00	91%	72%	\$ 500.00	\$ 26,000.00	131%	109%	\$ 720.00	\$ 37,440.00
4	6	EA	FIRE HYDRANT ASSEMBLIES	103%	101%	\$ 5,181.33	\$ 30,967.98	\$ 30,968.00	130%	127%	\$ 6,500.00	\$ 39,000.00	96%	94%	\$ 4,800.00	\$ 28,800.00	114%	111%	\$ 5,700.00	\$ 34,200.00
5	1	EA	AUTO FLUSHER ASSEMBLIES	129%	57%	\$ 3,228.00	\$ 3,228.00	\$ 3,228.00	280%	124%	\$ 7,000.00	\$ 7,000.00	240%	100%	\$ 8,000.00	\$ 8,000.00	240%	100%	\$ 8,000.00	\$ 8,000.00
6			GATE VALVES																	
6a	1	EA	10-inch Gate Valve, MI, with Box	117%	139%	\$ 3,228.00	\$ 3,228.00	\$ 3,228.00	102%	118%	\$ 3,885.00	\$ 3,885.00	80%	88%	\$ 2,200.00	\$ 2,200.00	91%	100%	\$ 2,500.00	\$ 2,500.00
6b	11	EA	12-inch Gate Valve, MI, with Box	120%	122%	\$ 3,612.91	\$ 39,742.01	\$ 39,742.00	111%	113%	\$ 3,333.00	\$ 36,663.00	93%	95%	\$ 2,600.00	\$ 30,600.00	117%	119%	\$ 3,500.00	\$ 38,500.00
7	1300	SY	SIDEWALK RESTORATION	136%	79%	\$ 94.00	\$ 122,200.00	\$ 122,200.00	140%	72%	\$ 35.00	\$ 45,700.00	182%	89%	\$ 42.00	\$ 54,600.00	229%	113%	\$ 55.00	\$ 71,500.00
8	3	EA	DRIVEWAY RESTORATION	323%	112%	\$ 3,877.00	\$ 11,631.00	\$ 11,613.00	150%	53%	\$ 1,800.00	\$ 5,400.00	317%	111%	\$ 3,800.00	\$ 11,400.00	342%	128%	\$ 4,100.00	\$ 12,300.00
9	1	LS	OWNERS ALLOWANCE				\$ 225,000.00	\$ 225,000.00				\$ 225,000.00				\$ 225,000.00			\$ 225,000.00	
SUBTOTAL (Bid Items 1-9)						\$ 771,884.77	\$ 786,411.00	\$ 771,884.00			\$ 774,788.00	\$ 874,788.00			\$ 874,788.00	\$ 874,788.00			\$ 874,788.00	\$ 911,482.00
10	1	LS	MOBILIZATION AND DEMOBILIZATION (+5% of Subtotal)			\$ 34,839.00	\$ 34,839.00	\$ 34,839.00			\$ 39,500.00	\$ 39,500.00			\$ 43,737.95	\$ 43,737.95			\$ 45,000.00	\$ 45,000.00
TOTAL BASE BID PRICE				100%	102%	\$ 806,723.77	\$ 821,250.00	\$ 806,723.00	101%	103%	\$ 814,283.00	\$ 914,283.00	114%	116%	\$ 918,525.95	\$ 918,525.95	119%	120%	\$ 956,482.00	\$ 956,482.00

COPY

CONTRACT

THIS CONTRACT, pursuant to City Council approval granted on _____, is made and entered into this _____ day of _____, 2015, by and between the City of Venice, Florida, hereinafter referred to as the City, and **Quality Enterprises USA, 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 Exhibit A and, the City's Invitation to **Bid #3010-15: Border Road Water Main Extension Re-bid**, including: standard general conditions, supplemental conditions, special conditions, technical specifications, drawings, Contractor's bid proposal for ITB #3010-15, 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 Eighty (180) 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: **Six Hundred Eighty Seven Thousand, One Hundred Sixty Six Dollars & 70/100s (\$ 687,166.70)**.

(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 Five Hundred and Thirty-Two Dollars (\$ 1,532.00) 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) Pursuant to applicable Florida law, Contractor's records associated with this Contract may be subject to Florida's public record laws, Florida Statutes 119.01, *et seq*, as amended from time to time. Contractor shall comply with all public records obligations set forth in such laws, including those obligations to keep, maintain, provide access to, and maintain any applicable exemptions to public records, and transfer all such public records to the City at the conclusion of this Contract, as provided for in Section 119.0701, Florida Statutes.

(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)

ATTEST:


CITY OF VENICE
IN SARASOTA COUNTY, FLORIDA

CITY CLERK


BY: _____
MAYOR JOHN HOLIC

ATTEST:

Quality Enterprises USA, Inc.
(Contractor Name)



Stacey L. Murrell, Secretary
Signed by (typed or printed)

BY: 

Louis J. Gaudio, Vice President
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.”

**GIVE THIS INFORMATION TO YOUR SURETY TO AID IN
PREPARATION OF BONDS**

PUBLIC WORKS PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT Quality Enterprises USA, Inc., as Principal, hereinafter called Contractor; and Fidelity and Deposit Company of Maryland, a corporation of the State of Florida, as surety, hereinafter called Surety, are held and firmly bound unto the City of Venice as Obligee, hereinafter called the City, in the amount of (\$~~887,188.70~~ ^{Six Hundred Eighty-Seven Thousand, One Hundred Sixty-Six Dollars} and 70/100'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 18th day of November, 2015, entered into a Contract with the City for the following described project: ITB# 3010-15: Border Road Water Main Extension Re-bid 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 18th day of November, A.D., 2015.

IN THE PRESENCE OF:

CONTRACTOR
Quality Enterprises USA, Inc.




Marcie Cohen

BY: 

Louis J. Gaudio, Vice President

INSURANCE COMPANY
Fidelity and Deposit Company of Maryland

BY: 

Agent and Attorney-in-Fact, Terri K. Strawhand

PUBLIC WORKS PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT Quality Enterprises USA, Inc., as Principal, hereinafter called Contractor; and Fidelity and Deposit Company of Maryland, a corporation of the State of Florida, as surety, hereinafter called Surety, are held and firmly bound unto the City of Venice as Obligee, hereinafter called the City, in the amount of (\$ 687,166.70) & Six Hundred Eighty-Seven Thousand, One Hundred Sixty-Six Dollars and 70/100's 70 /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 18th day of November, 2015, entered into a contract with the City of Venice for the following described project: ITB# 3010-15: Border Road Water Main Extension Re-bid 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 18th day of November, AD., 2015.

IN THE PRESENCE OF:

CONTRACTOR
Quality Enterprises USA, Inc.



Marcie Cohen

BY: 

Louis J. Gaudio, Vice President

INSURANCE COMPANY
Fidelity and Deposit Company of Maryland

BY: 

Agent and Attorney-in-Fact, Terri K. Strawhand

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN**, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Mark C. BUNDY, Tammy A. WARD, William E. CRAWLEY, Terri K. STRAWHAND and Kathryn SNELL**, all of Virginia Beach, Virginia, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 16th day of September, A.D. 2015.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Eric D. Barnes*
Secretary
Eric D. Barnes

Thomas O. McClellan
Vice President
Thomas O. McClellan

**State of Maryland FOR YOUR PROTECTION,
County of Baltimore LOOK FOR THE ZURICH WATERMARK**

On this 16th day of September, A.D. 2015, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski

Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2019



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 16th day of November, 2015.



Gerald F. Haley

Gerald F. Haley, Vice President

EXHIBIT B

**Bid Form
Border Road Water Main Extension**

BID ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	POTABLE WATER MAINS AND FITTINGS				
1a	12" PVC (C-900 DR-18 Class 150) Potable Water Main and Fittings	LF	1895	\$ 56.30	\$ 95,428.50
1b	12" PVC (C-900 DR-18 Class 150) R.J. Potable Water Main and Fittings	LF	2033	\$ 66.15	\$ 134,482.95
2	HORIZONTAL DIRECTIONAL DRILL				
2a	12" FPVC (C-900 DR-18 Class 150) [North Auburn Road]	LF	365	\$ 81.25	\$ 29,656.25
2b	12" FPVC (C-900 DR-18 Class 150) [Interstate 75]	LF	1103	\$ 133.00	\$ 146,699.00
2c	12" FPVC (C-900 DR-18 Class 150) [Storm Culverts Crossing (Twin 18" X 30")]	LF	209	\$ 81.25	\$ 16,981.25
2d	12" FPVC (C-900 DR-18 Class 150) [Storm Culverts Crossing (Triple 18" X 30")]	LF	420	\$ 81.25	\$ 34,125.00
2e	12" FPVC (C-900 DR-18 Class 150) [Jacaranda Boulevard]	LF	179	\$ 81.25	\$ 14,543.75
3	JACK AND BORE				
3a	24" Steel Casing and 12" PVC [Border Road]	LF	52	\$ 534.50	\$ 27,794.00
4	FIRE HYDRANT ASSEMBLIES	EA	6	\$ 4,223.00	\$ 25,338.00
5	AUTO FLUSHER ASSEMBLIES	EA	1	\$ 3,563.00	\$ 3,563.00
6	GATE VALVES				
6a	10-inch Gate Valve, MJ, with Box	EA	1	\$ 2,165.00	\$ 2,165.00
6b	12-inch Gate Valve, MJ, with Box	EA	11	\$ 2,480.00	\$ 27,280.00
7	SIDEWALK RESTORATION	SY	1,300	\$ 48.25	\$ 62,725.00
8	DRIVEWAY RESTORATION	EA	3	\$ 3,795.00	\$ 11,385.00
9	OWNER'S ALLOWANCE	LS	1		\$25,000.00
SUBTOTAL (Bid Items 1 - 9)					\$ 657,166.70
10	MOBILIZATION AND DEMOBILIZATION [≤ 5% of Subtotal]	LS	1	\$ 30,000.00	\$ 30,000.00
TOTAL BASE BID PRICE					\$ 687,166.70
TOTAL BASE BID PRICE (WRITTEN IN WORDS)					Six Hundred Eighty Seven Thousand One Hundred Sixty Six Dollars and Seventy Cents

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**.
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, 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 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.
-

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

AGENCY Rutherford A Marsh & McLennan Agency LLC Company		NAMED INSURED Quality Enterprises USA Inc & Quality Environment Co Inc; Conquest LLC 3894 Mannix Drive Suite 216 Naples FL 34114-5406	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

policy provisions include at least 30 days notice of cancellation except for non-payment of premium.
Reference: Bid#3010-15: Border Road Water Main Extension Re-bid



ZURICH

Additional Insured – Automatic – Owners, Lessees Or Contractors

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 0179311-00	7/1/15	7/1/16				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured:

Address (including ZIP Code):

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – **Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
 - b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.
2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

Other Insurance Amendment – Primary And Non-Contributory



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem.	Return Prem.
GLO 0179311-00	7/1/15	7/1/16				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured:

Address (including ZIP Code):

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

1. The following paragraph is added to the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.



ZURICH

Contractors Liability Supplemental Coverages And Conditions

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 0179311-00	7/1/15	7/1/16				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

NON-OWNED WATERCRAFT SCHEDULE

<p>Watercraft Length: _____ feet (If no amount is shown above, 51 feet applies.)</p>
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A. Non-owned Watercraft Liability Extended Coverage

Paragraph (2) of Exclusion 2.g. Aircraft, Auto Or Watercraft under Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

(2) A watercraft you do not own that is:

- (a) Less than the length shown in the Non-Owned Watercraft Schedule of this endorsement; and
- (b) Not being used to carry persons or property for a charge;

B. Damage To Premises Rented Or Occupied By You

1. The last paragraph under Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

Exclusions c. through n. do not apply to damage by "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Damage to Premises Rented To You Limit of Insurance applies to this coverage as described in Section III – Limits Of Insurance.

2. The paragraph directly following Paragraph (6) in Exclusion j. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to premises (other than damage by "specific perils"), including "property damage" to the contents of such premises, rented to you under a rental agreement for a period of 14 or fewer consecutive days. A separate Limit of Insurance applies to Damage to Premises Rented to You as described in Section III – Limits Of Insurance.

3. Paragraph 6. of Section III – Limits Of Insurance is replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises while rented to you, or in the case of damage by one or more "specific perils" to any one premises, while rented to you or temporarily occupied by you with permission of the owner.

4. Paragraph a. of the "insured contract" definition under the Definitions Section is replaced by the following:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
5. Paragraph (ii) under Paragraph 4.b.(1) of the **Other Insurance Condition** under Section IV – **Commercial General Liability Conditions** is replaced by the following:
 - (ii) That is property insurance providing coverage for "specific perils" for premises rented to you or temporarily occupied by you with permission of the owner;

6. The following definitions are added to the **Definitions Section**:

"Specific perils" means fire, lightning, explosion, windstorm or hail, smoke, aircraft or vehicles, riot or civil commotion, vandalism, leakage from fire extinguishing equipment, weight of snow, ice or sleet or "water damage".

"Water damage" means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam.

C. Additional Insured – Lessor Of Leased Equipment – Automatic Status When Required In Lease Agreement With You

1. Section II – **Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

2. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
3. With respect to the insurance afforded to these additional insureds, the following is added to Section III – **Limits of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or written agreement you have entered into with the additional insured; or
- b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

The insurance provided by this Paragraph C. shall not increase the applicable Limits of Insurance shown in the Declarations.

D. Additional Insured – Managers Or Lessors Of Premises

1. Section II – **Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) that you have agreed in a written contract or written agreement to name as an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to be a tenant in that premises.
- b. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured manager or lessor of the premises leased to you.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and

- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
2. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or written agreement you have entered into with the additional insured; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

The insurance provided by this Paragraph D. shall not increase the applicable Limits of Insurance shown in the Declarations.

E. Additional Insured – State Or Governmental Agency Or subdivision Or Political Subdivision – Permits Or Authorizations

1. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision that you have agreed in a written contract or written agreement or that you are required by statute, ordinance or regulation to name as an additional insured, subject to the following provisions:

- a. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.
- b. This insurance does not apply to:
 - (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - (2) "Bodily injury" or "property damage included within the "products-completed operations hazard".

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
 - b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
2. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or written agreement you have entered into with the additional insured; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

The insurance provided by this Paragraph E. shall not increase the applicable Limits of Insurance shown in the Declarations.

F. Personal And Advertising Injury Coverage – Assumed Under Contract Or Agreement

1. Exclusion e. of Section I – Coverage B – Personal And Advertising Injury Liability is replaced by the following:

2. Exclusions

This insurance does not apply to:

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to:

- (1) Liability for damages that the insured would have in the absence of the contract or agreement; or
- (2) Liability for "personal and advertising injury" if:

- (a) The liability pertains to your business and is assumed in a contract or agreement that is an "insured contract"; and
- (b) The "personal and advertising injury" occurs subsequent to the execution of the contract or agreement.

Solely for the purposes of liability so assumed in such "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "personal and advertising injury", provided:

- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same contract or agreement; and
- (ii) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

2. For purposes of this "personal and advertising injury" coverage only:

Paragraph d. and the second to last paragraph under Paragraph 2. of **Supplementary Payments – Coverages A and B** are replaced by the following:

- d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Such payments will not be deemed to be damages for "bodily injury", "property damage" or "personal and advertising injury" and will not reduce the limits of insurance.

G. Insured Contract Amendment

Paragraph f. and f.(1) through f.(3) of the "insured contract" definition under the **Definitions** Section is replaced by the following:

- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury", "property damage" or "personal and advertising injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury", "property damage" or "personal and advertising injury" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities;
- (4) That indemnifies a person or organization for "personal and advertising injury":
 - (a) Arising out of advertising, publishing, broadcasting or telecasting done for you or on your behalf; or
 - (b) To an "employee" of such person or organization that does advertising, publishing, broadcasting or telecasting for you or on your behalf; or
- (5) That indemnifies a labor leasing firm for "bodily injury" to "leased workers".

H. Medical Payments – Increased Reporting Period

Paragraph a. of Section I – Coverage C – Medical Payments is replaced by the following:

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations;

provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within three years of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

I. Broad Bail Bond Coverage

Paragraph 1.b. under Supplementary Payments – Coverages A And B is replaced by the following:

b. The cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

J. Amendment – Duties In The Event of Occurrence, Offense, Claim or Suit

The following paragraphs are added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:

Notice of an "occurrence" or of an offense which may result in a claim under this insurance or notice of a claim or "suit" shall be given to us as soon as practicable after knowledge of the "occurrence", offense, claim or "suit" has been reported to your officer, manager, partner or an "employee" authorized by you to give or receive such notice. Knowledge by "employees" other than your officer, manager, partner or "employee" authorized by you to give or receive such notice of an "occurrence", offense, claim or "suit" does not imply that you also have such knowledge.

In the event that an insured reports an "occurrence" to your workers compensation carrier and this "occurrence" later develops into a General Liability claim, covered by this Coverage Part, the insured's failure to report such "occurrence" to us at the time of the "occurrence" shall not be deemed to be a violation of this Condition. You must, however, give us notice as soon as practicable after being made aware that the particular claim is a General Liability rather than a Workers Compensation claim.

K. Unintentional Failure To Disclose Or Describe Hazards

Paragraph 6. Representations of Section IV – Commercial General Liability Conditions is replaced by the following:

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

Coverage will continue to apply if you unintentionally:

- (1) Fail to disclose all hazards existing at the inception of this policy; or
- (2) Make an error, omission or improper description of premises or other statement of information stated in this policy.

You must notify us in writing as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to inception of this Coverage Part.

L. Bodily Injury Redefined

The "bodily injury" definition under the Definitions Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. This includes mental anguish, mental injury, shock, fright or death resulting from bodily injury, sickness or disease.

M. Two Or More Of Our Coverage Parts/Policies

The following is added to Section III – Limits of Insurance:

1. Subject to Paragraph 2. or 3. above, whichever applies, if this Coverage Part and any other Commercial General Liability Coverage Part or policy providing Commercial General Liability insurance issued to you by us or any other Zurich underwriting company affiliated with us apply to the same "occurrence", only the highest available Each Occurrence Limit under any such Coverage Part or policy applies to such "occurrence".
2. Subject to Paragraph 2. above, if this Coverage Part and any other Coverage Part or policy providing Commercial General Liability insurance issued to you by us or any other Zurich underwriting company affiliated with us apply to the same offense, only the highest available Personal And Advertising Injury Limit under any such Coverage Part or policy applies to such offense.
3. Under this Coverage Part and all other Zurich underwriting company Coverage Parts or policies to which Paragraphs 1. and 2. above combined apply, the most we will pay for all injury or damage because of "bodily injury" or "property damage" "occurrences", "personal and advertising injury" offenses and medical expenses is:
 - a. The single highest Coverage Part or policy General Aggregate Limit; or
 - b. The single highest Coverage Part or policy Products-Completed Operations Aggregate Limit,whichever applies, whether such "occurrence", offenses or medical expenses are covered by one or more than one Zurich underwriting company policy.
4. Any existing provisions under Paragraph 4. **Other Insurance** under Section IV – **Commercial General Liability Conditions** that may be contrary to the provisions of this endorsement are amended to comply with the changes in coverage as stipulated in Paragraphs 1., 2., and 3. above.

This provision does not apply to any Coverage Part or policy issued by us or any other Zurich underwriting company affiliated with us specifically to apply as excess insurance over this Coverage Part.

N. Your Work Redefined

Paragraph a.(1) of the "your work" definition under the **Definitions** Section is replaced by the following:

22. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf, but does not include work or operations performed by another entity who joined with you to form a partnership or joint venture not shown as a Named Insured in the Declarations, which terminated or ended prior to the effective date of this policy; and

All other terms and conditions of this policy remain unchanged.