



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

TO: Ed Lavallee, City Manager *ML*
THROUGH: Linda Senne, Finance Director *LS*
FROM: Peter Boers, Procurement Manager *PB*
DATE: May 5, 2017
MEETING DATE: May 23, 2017
SUBJECT: **Approval of Contract and Amendment #1 with ProLime Corporation in the net amount of \$ 2,584,945.42 for the Lime Sludge Ponds Closure.**

Background:

At the request of the Utilities Department, Procurement has solicited sealed bids for Invitation to Bid, ITB 3049-16, Lime Sludge Ponds Closure. On December 2, 2016, two (2) responsive and responsible bids were received.

Upon evaluation of the bids staff recommends award to **ProLime Corporation** as the lowest responsive and responsible bidder, in the amount of \$2,584,945.42, which includes a deductive Change Order in the amount of \$415,054.73 for reduction in some of the bid line item quantities.

The City has negotiated these changes with ProLime as a result of a change in scope of the project. The original scope included removing all of the lime sludge, making minor modifications to the surrounding berm and backfilling the pond to the top of the berm. The modified scope includes removing all of the lime sludge, removing the berm to the lowest elevation allowed by FEMA regulation and backfilling to the top of the lowered berm. At the conclusion of the work, an assessment will be conducted to determine what plantings might be appropriate for the area. This change in scope will impact more gopher tortoise burrows than the original scope. However, all state and federal rules regarding the handling of gopher tortoises will be followed. The City has held multiple discussions with residents impacted by this project and has received positive feedback that removing the sludge and restoring this area to its natural state will greatly benefit the area. The bid items themselves have not changed, just the quantities. ProLime has adjusted their bid price on Line Item #2.

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

Requested Action:

Approval of Contract and deductive Change Order #1 with ProLime Corporation in the net amount of \$2,584,945.42 and authorize the Mayor to execute the documents.

City Attorney Review:

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

Risk Management Review:

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

Funds Availability (account number):

Funds appropriated in the Utilities Fund for Fiscal Year 2017

Cc: Tim Hochuli, Utilities Director
Tony Wierzbicki, Project Manager
Attachments

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 Prolime Corporation hereinafter referred to as the "Contractor".

W I T N E S S E T H:

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

(1) The Contract Documents consist of this Contract, Performance and Payment Bonds attached hereto as composite Attachment A and, the City's Invitation to Bid (ITB) # **3049-16 Lime Sludge Ponds Closure**, including: standard general conditions, supplemental conditions, special conditions, technical specifications, drawings, and Contractor's bid proposal for ITB 3049-16, 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 Two Hundred Forty (240) days of the issuance of the Notice to Proceed by the City.

(4) The City shall pay the Contractor for the performance of the work, in accordance with Exhibit B, subject to the terms and conditions of the Contract Documents and any written change orders, the contract sum not to exceed: **two million nine hundred ninety-nine thousand nine hundred ninety-nine dollars & 15/100s (\$2,999,999.15)**.

(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 (\$ 1532.00) per day** for each calendar day that the work remains incomplete beyond the time limit, which sum shall represent the actual damage which the City will have sustained per day by failure of the Contractor to complete the work within the required time, said sum not being a penalty but being the stipulated damages the City will have sustained in the event of such default by the Contractor.

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

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

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

(9) Contractor agrees to comply with Florida's public records law by keeping and maintaining public records that ordinarily and necessarily would be required by the public agency in order to perform the 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 services of this Contract. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties to the 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:

PROLIME CORPORATION

Carol A. Hurley
CAROL HURLEY
Business Mgr
Signed by (typed or printed)

BY: [Signature]
ROBERT V. ROGERS, 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."

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond # 30011000

AIA Document A311

Performance Bond

KNOW ALL MEN BY THESE PRESENTS: that

Prolime Corporation
58610 Van Dyke
Washington, MI 48094

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Contractor, and,

Western Surety Company
One Towne Square, Suite 1075
Southfield, MI 48076

(Here insert full name and address or legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto

City of Venice
401 W. Venice Avenue, Room #204
Venice, FL 34285

(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called Owner, in the amount of

**Two Million Five Hundred Eighty-four Thousand Nine Hundred Forty-five And
42/100THS--(\$2,584,945.42)**

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
(Here insert full name address and description of project)

entered into a contract with Owner for

Lime Sludge Pond Closure ITB #3049

in accordance with Drawings and Specifications prepared by

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

PERFORMANCE BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract the Owner having performed Owner's 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 completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, 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 damage for which the Surety may be liable hereunder, the amount of the contract price", as used in this paragraph shall mean the total amount payable by Owner to Contractor under the contract and any amendments thereto, less the amount properly paid by owner to Contractor.

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.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators, or successors of the Owner.

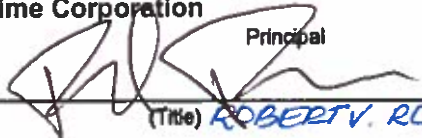
Signed and sealed this 5/1/2017




Witness



Witness

Prolime Corporation
Principal Seal


(Title) ROBERT V. ROGERS

Western Surety Company
Surety Seal


(Title) Susan L Small , Attorney-In-Fact

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond # 30011000

AIA Document A311

Labor and Material Payment Bond

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that
Prollme Corporation
58610 Van Dyke
Washington, MI 48094

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Contractor, and,
Western Surety Company
One Towne Square, Suite 1075
Southfield, MI 48076

(Here insert full name and address or legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto
City of Venice
401 W. Venice Avenue, Room #204
Venice, FL 34285

(Here insert full name and address or legal title of Owner)

as Oblige, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of Two Million Five Hundred Eighty-four Thousand Nine Hundred Forty-five And 42/100THS, (\$2,584,945.42) (Here insert a sum equal to at least one-half of the contract price)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated _____
(Here insert full name address and description of project)
Lime Sludge Pond Closure ITB #3049

entered into a contract with Owner for

in accordance with Drawings and Specifications prepared by

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant and have execution thereon. The Owner shall not be liable for payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within (90) day after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the

party to whom materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail; postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any state in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.


b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent for the jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the project or any part thereof is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanic's liens which may be filed of record against said improvements whether or not claim for the amount of such lien be presented under and against this bond.

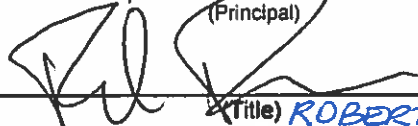
This bond is issued in compliance with Section 255.05, Florida Statutes (1994 Supp.), as may be amended. A claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for his labor, materials, or supplies shall, within 45 days after beginning to furnish labor, 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.

Signed and Sealed this 1st Day of May, 2017



(Witness)

Prolime Corporation



(Principal) (Seal)
(Title) ROBERT V. ROGERS

Western Surety Company
(Surety) (Seal)



(Witness)



(Title) Attorney-in-Fact
Susan L. Small

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Steven K Brandon, T J Griffin, William A Pirret, Patrick Williams, John L Budde, Susan L Small, Terence J Griffin, Individually

of Farmington Hills, MI, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 5th day of June, 2015.



WESTERN SURETY COMPANY

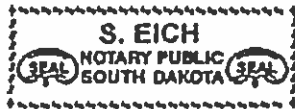
Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 5th day of June, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

February 12, 2021



S. Eich
S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 1 day of May, 2017.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

EXHIBIT B

Item No.	Estimated Quantity	Unit	Description	Unit Bid Price (In Numbers)	Total Amount (In Numbers)
1	30,000	TON	Lime sludge removal	\$ 47.76	\$ 1,432,800.00
2	4,300	CYD	Grading of Berm Material	\$ 9.51	\$ 40,893.00
3	50,000	CYD	Import and Placement of Fill Material	\$ 19.08	\$ 954,000.00
4	2,700	SY	Asphalt Restoration	\$ 58.12	\$ 156,924.00
5	1	LS	Mobilization and Demobilization		\$ 135,000.00
6	1	LS	Maintenance of Traffic and Traffic Control		\$ 102,192.00
			BASE BID SUBTOTAL		\$ 2,821,809.00
7	1	LS	General Conditions (Max 5% of Base Bid Subtotal)		\$ 78,190.15
8	1	LS	Owner's Allowance	\$ 100,000	\$ 100,000
			BASE BID TOTAL		\$ 2,999,999.15

EXHIBIT C

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

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

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

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

3. The "Acord" certification of insurance form shall be used.
 4. Required Coverage
 - a) **Commercial General Liability:** including but not limited to bodily injury, property damage, contractual liability, products and completed operations, and personal injury with limits of not less than \$ 1,000,000 per occurrence, \$1,000,000 aggregate covering all work performed under this Contract. Include broad form property damage (provide insurance for damage to property under the care custody and control of the Contractor)
 - b) **Business Auto Policy:** including bodily injury and property damage for all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000 combined single limit covering all work performed under this Contract.
 - c) **Workers Compensation:** Contractor will provide Workers Compensation Insurance on behalf of all employees, including sub-contractors, who are to provide a service under this Contract, as required under Florida Law, Chapter 440, and Employers Liability with limits of not less than \$100,000 per employee per accident; \$500,000 disease aggregate; and \$100,000 per employee per disease.
 5. Policy Form:
 - a) All policies required by this Contract, with the exception of Workers Compensation, or unless specific approval is given by the City, are to be written on an occurrence basis, shall name the City of Venice, its Elected Officials, Officers, Agents, Employees as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Workers Compensation, shall agree to waive all rights of subrogation against the City of Venice, its Elected Officials, Officers, Agents, and Employees.
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- b) Insurance requirements itemized in this Contract, and required of the Contractor, shall be provided on behalf of all subcontractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
 - c) Each insurance policy required by this Contract shall:
 - (1) apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability;
 - (2) be endorsed to state that coverage shall not be suspended, voided or canceled by either party except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to the City of Venice's Director of Administrative Services.
 - d) The City shall retain the right to review, at any time, coverage form, and amount of insurance.
 - e) The procuring of required policies of insurance shall not be construed to limit Contractor's liability nor to fulfill the indemnification provisions and requirements of this Contract.
 - f) The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of any deductible and/or retention to which such policies are subject, whether or not the City is an insured under the policy. In the event that claims in excess of the insured amounts provided herein are filed by reason of operations under the contract, the amount excess of such claims, or any portion thereof, may be withheld from any payment due or to become due to the Contractor until such time the Contractor shall furnish additional security covering such claims as may be determined by the City.
 - g) Claims Made Policies will be accepted for professional and hazardous materials and such other risks as are authorized by the City. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two years. If provided as an option, the Contractor agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.
 - h) Certificates of Insurance evidencing Claims Made or Occurrence form coverage and conditions to this Contract, as well as the City's Bid Number and description of work, are to be furnished to the City's Director of Administrative Services, 401 West Venice Avenue, Venice, FL 34285, ten (10) business days prior to commencement of work and a minimum of thirty (30) calendar days prior to expiration of the insurance policy.
 - i) Notices of Accidents and Notices of Claims associated with work being performed under this Contract, shall be provided to the Contractor's insurance company and the City's Director of Administrative Services, as soon as practicable after notice to the insured.
 - j) All property losses shall be payable to, and adjusted with, the City.
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/25/2017

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

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

PRODUCER VTC Insurance Group Farmington Hills Office 37000 Grand River Ave. Ste 150 Farmington Hills MI 48335	CONTACT NAME: Marlene Miller PHONE (A/C, No, Ext): (248) 888-0371 E-MAIL ADDRESS: mmiller@gswins.com	FAX (A/C, No): (248) 471-0641
	INSURER(S) AFFORDING COVERAGE	
INSURED Prolime Corporation 58610 Van Dyke Washington MI 48094	INSURER A: Amerisure Mutual Insurance Co.	NAIC # 23396
	INSURER B: Continental Casualty Co	NAIC # 20443
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 2016 Liability/Auto/umb **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	CPP210214300	7/21/2016	7/21/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	X	CA210214200	7/21/2016	7/21/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CU210214400	7/21/2016	7/21/2017	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WC210214100	7/21/2016	7/21/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Inland Marine		287285560	7/21/2016	7/21/2017	Leased/Rented Equipment \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: ITB #3049-16 WTP Lime Sludge Ponds Closure
Where required by written contract, City of Venice, its Elected Officials, Officers, Agents and Employees are Additional Insured on the General Liability policy with respect to liability arising out of ongoing and completed operations performed by the named insured and with respect to the Automobile policy. Additional insured coverage provided under the General Liability and Automobile applies on a primary and noncontributory basis. Workers Compensation includes Waiver of Subrogation on behalf of Additional Insured where allowed by law. Insurer will endeavor to mail 30 days written notice of cancellation to the

CERTIFICATE HOLDER The City of Venice 401 W. Venice Avenue Venice, FL 34285	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Mark Provo/MEAA

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COMMENTS/REMARKS

certificate holder on the General Liability, Automobile and Workers Compensation; however, failure to do so will impose no liability of any kind upon the insurer or its agents or representatives.

**AMENDMENT #1
TO THE CONTRACT BETWEEN THE
CITY OF VENICE, FLORIDA AND
PROLIME CORPORATION**

WHEREAS, on _____, the parties entered into a Contract whereby the Contractor would perform Lime Sludge Removal services for the CITY; and

WHEREAS, the parties unilaterally agreed to a change in project scope, which will result in a net overall decrease in project cost; and

NOW THEREFORE, in consideration of the premises and mutual covenants contained in the _____ Contract, the parties agree as follows:

1. The quantity for Grading of the Berm (line item 2) is increased from 4,300 cubic yards to 15,000 cubic yards Line item #2 is increased from \$40,893.00 to \$142,650.00. Net increase for line item #2 is \$101,757.00.
2. The quantity for Import and Placement of Fill Material (line item #3) is decreased from 50,000 cubic yards to 15,000 cubic yards. Line Item #3 is decreased from \$954,000.00 to \$448,380.00. Net decrease to line item #3 is \$505,620.00.
3. The Cost for General Conditions (line item #7) is decreased from \$78,190.15 to \$66,999.42. The net decrease for line item #7 is \$11,190.73.
4. Amendment No. 1 will decrease the current fixed fee in the amount of four hundred fifteen thousand fifty-four dollars and 73/100's (415,054.73) from two million nine hundred ninety-nine thousand nine hundred ninety-nine dollars & 15/100s (\$2,999,999.15) to two million five hundred eighty four thousand nine hundred forty-five dollars and 42/100's (2,584,945.42).
5. Exhibit B of the _____, 2017 Contract is accordingly revised and replaced by the Exhibit B attached to this Amendment.
6. All other terms and conditions of the _____, 2017 Contract remain in effect.

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

(SEAL)

ATTEST:

CITY OF VENICE
IN SARASOTA COUNTY, FLORIDA



CITY CLERK


BY: _____
John Holic, MAYOR

ATTEST:

PROLIME CORPORATION

Carol A. Hurley
CAROL A. HURLEY
Business Mgr

Signed by (typed or printed)

BY: 
ROBERT V. ROGERS, PRESIDENT

Signed by (typed or printed)

Approved as to Form and Correctness

David Persson, City Attorney

EXHIBIT B

Item No.	Estimated Quantity	Unit	Description	Unit Bid Price (In Numbers)	Total Amount (In Numbers)
1	30,000	TON	Lime Sludge Removal	\$47.76	\$1,432,800.00
2	15,000	CYD	Grading of Berm Material	\$9.51	\$142,650.00
3	23,500	CYD	Import and Placement of Fill Material	\$19.08	\$448,380.00
4	2,700	SY	Asphalt Restoration	\$58.12	\$156,924.00
5	1	LS	Mobilization and Demobilization	\$135,000.00	\$135,000.00
6	1	LS	Maintenance of Traffic and Traffic Control	\$102,192.00	\$102,192.00
			BASE BID SUBTOTAL		\$2,417,946.00
7	1	LS	General Conditions (Max 5% of Base Bid Subtotal)	\$66,999.42	\$66,999.42
8	1	LS	Owner's Allowance	\$100,000.00	\$100,000.00
			BASE BID TOTAL		\$2,584,945.42