



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

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**TO:** Ed Lavallee, City Manager *[Signature]* 8/26/16  
**THROUGH:** Walter Pierce, Finance Director *[Signature]*  
**FROM:** Peter Boers, Procurement Manager *[Signature]*  
**DATE:** August 26, 2016  
**MEETING DATE:** September 13, 2016  
**SUBJECT:** **Approval of Contract for Wellfield Park, Ponce de Leon Enclave, and Police Station Drainage Ditch Improvements**

**Background:**

At the request of the Utilities Department, Procurement has solicited sealed bids for Wellfield Park, Ponce de Leon Enclave, and Police Station Drainage Ditch Improvements. On August 16, 2016, four (4) responsive and responsible bids were received.

Upon evaluation of the bids staff recommends award to David Kuxhausen Construction, LLC, Inc. of Sarasota, FL, a "local business" as defined in Section 2-211, as the lowest responsive and responsible bidder, in the amount of \$125,092.00. A Notice of Intent to Award was issued on August 18, 2016

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

**Requested Action:**

Approval of the attached contract with David Kuxhausen Construction, LLC in the amount of \$125,092.00 and grant authorization for the Mayor to execute the contract.

**City Attorney Review:**

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

**Risk Management Review:**

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

**Funds Availability (account number):**

Funds appropriated in department account for budget year 2015-2016

Cc: James Clinch, Asst. City Engineer  
Attachments



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

**NOTICE OF INTENT TO AWARD**

**BID NUMBER:** ITB 3036-16

**BID TITLE:** Wellfield Park, Ponce De Leon Enclave, and Police Station Drainage Ditch Improvements

**DUE DATE AND TIME:** August 16, 2016 at 2:00PM

**RESPONDENTS:**

Company Name	City	County	Total Base Bid
Adkins Contracting, Inc.	Ruskin, FL	Hillsborough	\$295,158.60
<b>David Kuxhausen Construction, LLC</b>	<b>Sarasota, FL</b>	<b>Sarasota</b>	<b>\$125,092.00</b>
DeJonge Excavating Contractors, Inc.	Nokomis, FL	Sarasota	\$127,971.25
V&H Construction, Inc.	Fort Myers, FL	Lee	\$180,218.50

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

**RESULTS:** David Kuxhausen Construction, LLC, having submitted the lowest responsive and responsible bid is recommended for award.

By:   
Peter A. Boers, Procurement Manager

Date: 8/18/16

## CONTRACT

THIS CONTRACT, pursuant to City Council approval granted on \_\_\_\_\_, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Venice, Florida, hereinafter referred to as the City, and David Kuxhausen Construction, LLC, hereinafter referred to as the Contractor.

### WITNESSETH:

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

(1) The Contract Documents consist of this Contract, Performance and Payment Bonds attached hereto as composite Attachment A and, the City's Invitation to Bid (ITB) # **3036-16: Wellfield Park, Ponce De Leon Enclave, Police station Ditch Drainage Improvements**, including: standard general conditions, supplemental conditions, special conditions, technical specifications, drawings, Contractor's bid proposal for ITB 3036-16, all of which are incorporated herein by reference. All of the Contract Documents are made a part of this Contract.

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

(3) The work to be performed under this Contract shall be completed within **One Hundred and Twenty Days (120)** 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: **One Hundred Twenty-Five Thousand Ninety-Two Dollars & 00/100s (\$125,092.00).**

(5) Time is of the essence in this contract. In the event that the work is not completed within the required time as specified in Section 3 herein, then from the compensation otherwise to be paid to the Contractor, the City may retain the sum of **two hundred fifty dollars (\$250.00) 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 except as authorized by law for the duration of the term of the Contract and following completion of the Contract if the Contractor does not transfer the records to the City; and upon completion of the Contract by transferring, at no cost, to City all public records in possession of Contractor or by keeping and maintaining all public records required by the City to perform the Engineering Services. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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

  
\_\_\_\_\_  
Paul J. Kuxhausen  
Signed by (typed or printed)

DAVID KUXHAUSEN CONSTRUCTION, LLC

BY:

  
\_\_\_\_\_  
David Kuxhausen - Owner  
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."

**FRONT PAGE OF  
PUBLIC PAYMENT BOND**  
Florida Statute 255.05

**BOND NO. 7891580**

**CONTRACTOR:** David Kuxhausen Construction  
4321 Midland Road  
Sarasota, FL 34231  
941-350-7595

**SURETY:** Westfield Insurance Company  
One Park Circle  
Westfield Center, OH 44251-5001  
330-887-0101

**AGENT:** Nielson, Wojtowicz, Neu & Associates, Inc.  
1000 Central Avenue, Suite 200  
St. Petersburg, FL 33705  
727-209-1803

**OBLIGEE:** City of Venice, Florida  
401 W. Venice Ave.  
Venice, FL 34285  
941-486-2626

**PROJECT: ITB# 3036-16: Wellfield Park, Ponce De Leon Enclave, Police Station Ditch  
Drainage Improvements**



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

## **PUBLIC WORKS PAYMENT BOND**

Bond No. 7891580

**KNOW ALL MEN BY THESE PRESENTS:**

THAT David Kuxhausen Construction, LLC, as Principal, hereinafter called Contractor; and \_\_\_\_\_  
Westfield Insurance Company, a corporation of the State of Ohio as surety, hereinafter called Surety,  
are held and firmly bound unto the City of Venice as Obligee, hereinafter called the City, in the  
amount of (\$ 125,092.00) One Hundred Twenty Five Thousand Ninety-Two Dollars 00 /100's, for  
the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators,  
successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has \_\_\_\_\_ by written agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, 2016, entered into a Contract with the City for the following described project: **ITB# 3036-16: Wellfield Park, Ponce De Leon Enclave, Police station Ditch Drainage Improvements** 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 26th day of August, A.D., 2016.

IN THE PRESENCE OF:

Paul J. Kuxhausen

CONTRACTOR: David Kuxhausen Construction, LLC  
4321 Midland Road  
Sarasota, FL 34231

BY: David Kuxhausen

INSURANCE COMPANY: Westfield Insurance Company  
One Park Circle  
Westfield Center, OH 44251-5001

BY: K.W.

FL Licensed Agent and Attorney-in-Fact, Kevin Wojtowicz



## PUBLIC WORKS PERFORMANCE BOND

Bond No. 7891580

KNOW ALL MEN BY THESE PRESENTS:

THAT David Kuxhausen Construction, LLC, as Principal, hereinafter called Contractor; and Westfield Insurance Company, a corporation of the State of Ohio, as surety, hereinafter called Surety, are held and firmly bound unto the City of Venice as Obligee, hereinafter called the City, in the amount of (\$ 125,092.00) One Hundred Twenty Five Thousand Ninety-Two Dollars 00 /100's, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated the      day of                     , 2016, entered into a contract with the City of Venice for the following described project: **ITB# 3036-16: Wellfield Park, Ponce De Leon Enclave, Police station Ditch Drainage Improvements** 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.

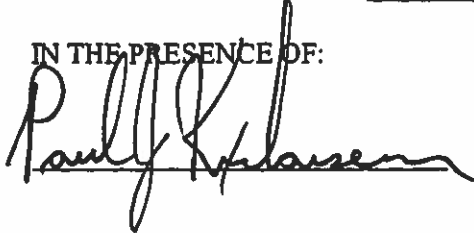
PROVIDED FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Contract Documents accompanying the same shall in any waive notice of any such change, 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 26th day of August, AD., 2016.

IN THE PRESENCE OF:



CONTRACTOR: David Kuxhausen Construction, LLC  
4321 Midland Road  
Sarasota, FL 34231

BY: 

INSURANCE COMPANY: Westfield Insurance Company  
One Park Circle  
Westfield Center, OH 44251-5001

BY: 

FL Licensed Agent and Attorney-in-Fact, Kevin Wojtowicz



THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 12/18/14, FOR ANY PERSON OR PERSONS NAMED BELOW.

General  
Power  
of Attorney

CERTIFIED COPY

POWER NO. 0994782 00

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

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint  
KEVIN WOJTOWICZ, JENNIFER STEPHENS, JOHN R. NEU, JOINTLY OR SEVERALLY

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

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

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

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

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

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

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 18th day of DECEMBER A.D., 2014.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By:   
Dennis P. Baus, National Surety Leader and  
Senior Executive

State of Ohio  
County of Medina ss.:

On this 18th day of DECEMBER A.D., 2014, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



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

State of Ohio  
County of Medina ss.:

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

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 26th day of

AUGUST A.D., 2016



Frank A. Carrino, Secretary

**EXHIBIT B**

Description		Unit	Qty	Unit Price	Amount
	<b>BASE BID A - Wellfield Park Drainage Improvements</b>				
12" Storm Pipe: A2000 PVC pipe, ADS HP, C900, or R.C.P.		LF	63	100.00	6,300.00
Re-grading and shell replacement (sheet 2)		LS	1	2,500.00	2,500.00
Concrete Flume, approximately 75 sf		QT	1	2,000.00	2,000.00
Swale Grading		LF	1,830	16.00	29,280.00
Connection to existing inlet		LS	1	1,500.00	1,500.00
Mini C Inlet 3' x 3'		LS	1	3,500.00	3,500.00
Stormwater System High Pressure Cleaning		LS	1	7,500.00	7,500.00
Site Restoration		LS	1	5,500.00	5,500.00
	<b>SUB-TOTAL NOT TO EXCEED LUMP SUM BASE BID A:</b>				<b>\$ 58,080.00</b>

Description		Unit	Qty	Unit Price	Amount
	<b>BASE BID B - POLICE STATION SWALE GRADING AND VEGETATION TRIMMING</b>				
Vegetation trimming over swale		LF	245	10.00	2,450.00
Swale Grading		LF	405	18.00	7,290.00
Site Restoration		LS	1	2,000.00	2,000.00
	<b>SUB-TOTAL NOT TO EXCEED LUMP SUM BASE BID B:</b>				<b>\$ 11,740.00</b>

Description		Unit	Qty	Unit Price	Amount
	<b>BASE BID C - PONCE DE LEON PARK DRAINAGE IMPROVEMENTS</b>				
12" C900 Storm Pipe		LF	215	65.00	13,975.00
Swale Grading		LF	155	15.00	2,325.00
Rain garden excavation, soil amendment, and grading		LS	1	4,800.00	4,800.00
Rain garden planting and mulching		LS	1	2,000.00	2,000.00
Mini C Inlet 3' x 3'		QT	2	3,500.00	7,000.00
12" C900 Pipe fittings		LS	1	4,800.00	4,800.00
Roadway realignment and restoration		LS	1	3,500.00	3,500.00
Utility Relocation		LS	1	2,000.00	2,000.00
Site restoration		LS	1	3,500.00	3,500.00
	<b>SUB-TOTAL NOT TO EXCEED LUMP SUM BASE BID C:</b>				<b>\$ 43,900.00</b>



Description		Qty	Unit	Total
Schedule A - Wellfield Park Drainage Improvements		1	LS	\$ 58,080.00
Schedule B - Police Station Swale Grading and Trimming		1	LS	\$ 11,740.00
Schedule C - Ponce De Leon Park Drainage Improvements		1	LS	\$ 43,900.00
	<b>TOTAL NOT TO EXCEED LUMP SUM (Bid Schedule A + B + C):</b>			<b>\$113,720.00</b>
City Reserve (include in bid total)			10%	\$11,372.00
	<b>TOTAL NOT TO EXCEED LUMP SUM BID Plus City Reserve:</b>			<b>\$ 125,092.00</b>

## EXHIBIT C

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

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

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

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

3. The "Acord" certification of insurance form shall be used.
  4. Required Coverage
    - a) **Commercial General Liability**: including but not limited to bodily injury, property damage, contractual liability, products and completed operations, and personal injury with limits of not less than \$ 1,000,000 per occurrence, \$ 1,000,000 aggregate covering all work performed under this Contract. Include broad form property damage (provide insurance for damage to property under the care custody and control of the contractor)
    - b) **Business Auto Policy**: including bodily injury and property damage for all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000 combined single limit covering all work performed under this Contract.
    - c) **Workers Compensation**: Contractor will provide Workers Compensation Insurance on behalf of all employees, including sub-contractors, who are to provide a service under this Contract, as required under Florida Law, Chapter 440, and Employers Liability with limits of not less than \$100,000 per employee per accident; \$500,000 disease aggregate; and \$100,000 per employee per disease.
  5. Policy Form:
    - a) All policies required by this Contract, with the exception of Workers Compensation, or unless specific approval is given by the City, are to be written on an occurrence basis, shall name the City of Venice, its Elected Officials, Officers, Agents, Employees as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Workers Compensation, shall agree to waive all rights of subrogation against the City of Venice, its Elected Officials, Officers, Agents, and Employees.
-

- b) Insurance requirements itemized in this Contract, and required of the Contractor, shall be provided on behalf of all subcontractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
  - c) Each insurance policy required by this Contract shall:
    - (1) apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability;
    - (2) be endorsed to state that coverage shall not be suspended, voided or canceled by either party except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to the City of Venice's Director of Administrative Services.
  - d) The City shall retain the right to review, at any time, coverage form, and amount of insurance.
  - e) The procuring of required policies of insurance shall not be construed to limit Contractor's liability nor to fulfill the indemnification provisions and requirements of this Contract.
  - f) The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of any deductible and/or retention to which such policies are subject, whether or not the City is an insured under the policy. In the event that claims in excess of the insured amounts provided herein are filed by reason of operations under the contract, the amount excess of such claims, or any portion thereof, may be withheld from any payment due or to become due to the contractor until such time the contractor shall furnish additional security covering such claims as may be determined by the City.
  - g) Claims Made Policies will be accepted for professional and hazardous materials and such other risks as are authorized by the City. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two years. If provided as an option, the Contractor agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.
  - h) Certificates of Insurance evidencing Claims Made or Occurrence form coverage and conditions to this Contract, as well as the City's Bid Number and description of work, are to be furnished to the City's Director of Administrative Services, 401 West Venice Avenue, Venice, FL 34285, ten (10) business days prior to commencement of work and a minimum of thirty (30) calendar days prior to expiration of the insurance policy.
  - i) Notices of Accidents and Notices of Claims associated with work being performed under this Contract, shall be provided to the Contractor's insurance company and the City's Director of Administrative Services, as soon as practicable after notice to the insured.
  - j) All property losses shall be payable to, and adjusted with, the City.
-



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/18/2015

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).

<b>PRODUCER</b> TriGen Insurance Solutions, Inc. 315 SE Mizner Blvd Suite 213 Boca Raton FL 33432	<b>CONTACT NAME:</b> <b>PHONE (A/C No. Ext):</b> (877) 987-4436 <b>E-MAIL ADDRESS:</b> certs@trigenolutions.com <b>FAX (A/C No):</b> (954) 252-4426
<b>INSURED</b> CTMJ, INC. dba INFINITI RESOURCE MANAGEMENT 3014 US Hwy 301 North Suite 500 Tampa FL 33619	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Technology Insurance Company, <b>NAIC #</b> 42376 <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES** **CERTIFICATE NUMBER:** Cert ID 13493 **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.

INER LTR	TYPE OF INSURANCE	ADDL ISUR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ OTHER:
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER:
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <input type="checkbox"/> <b>RETENTION \$</b> <input type="checkbox"/>					EACH OCCURRENCE \$ AGGREGATE \$ OTHER:
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	TWC3523712	12/22/2015	12/22/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
						\$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Coverage is extended to leased employees as approved and assigned by CTMJ, INC. dba INFINITI RESOURCE MANAGEMENT but not subcontractors or non-leased employees of DAVID KUXHAUSEN CONSTRUCTION LLC. Location coverage effective 12/22/2015.

<b>CERTIFICATE HOLDER</b>  The City of Venice  401 West Venice Ave  Venice FL 34285	<b>CANCELLATION</b>  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  Anton Besset
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7-6-2016

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 have **ADDITIONAL INSURED** provisions or 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).

<b>PRODUCER</b> MBA Insurors 2401 Cattlemen Road Sarasota, FL 34232	Phone: (941) 366-3322 Fax: (941) 957-1429	<b>CONTACT NAME:</b> Patricia Pavoncello <b>PHONE (A/C, No, Ext):</b> (941) 366-3322 <b>FAX (A/C, No):</b> (941) 957-1429 <b>E-MAIL ADDRESS:</b> ppavoncello@mainsurors.com														
<b>INSURED</b> David Kuxhausen Construction LLC 4321 Midland Rd. Sarasota, FL 34231		<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Southern-Owners Insurance Company</td><td>10190</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Southern-Owners Insurance Company	10190	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #															
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**COVERAGES****CERTIFICATE NUMBER:** 1440**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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> <b>CLAIMS-MADE</b> <input checked="" type="checkbox"/> <b>OCCUR</b>  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> <b>POLICY</b> <input type="checkbox"/> <b>PRO-JECT</b> <input type="checkbox"/> <b>LOC</b> <b>OTHER:</b>	<input checked="" type="checkbox"/>	20283321	3-2-2016	3-2-2017	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 300,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 10,000</td></tr><tr><td>PERSONAL &amp; ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
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	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> <b>ANY AUTO</b> <input type="checkbox"/> <b>OWNED AUTOS ONLY</b> <input type="checkbox"/> <b>SCHEDULED AUTOS</b> <input type="checkbox"/> <b>HIRED AUTOS ONLY</b> <input type="checkbox"/> <b>NON-OWNED AUTOS ONLY</b>					<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$																			
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	<b>UMBRELLA LIAB</b> <input type="checkbox"/> <b>OCCUR</b> <b>EXCESS LIAB</b> <input type="checkbox"/> <b>CLAIMS-MADE</b> <b>DED</b> <input type="checkbox"/> <b>RETENTION \$</b> <input type="checkbox"/>					<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$</td></tr><tr><td>AGGREGATE</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$	AGGREGATE	\$		\$								
EACH OCCURRENCE	\$																			
AGGREGATE	\$																			
	\$																			
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> <b>Y/N</b> <input checked="" type="checkbox"/> <b>N/A</b>				<table border="1"><tr><td>PER STATUTE</td><td>OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr></table>	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$						
PER STATUTE	OTH-ER																			
E.L. EACH ACCIDENT	\$																			
E.L. DISEASE - EA EMPLOYEE	\$																			
E.L. DISEASE - POLICY LIMIT	\$																			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

Holder's Nature of Interest: Additional Insured

The City of Venice

401 W Venice Ave  
Venice, FL 34285

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

**GEICO**

GEICO GENERAL INSURANCE COMPANY

Washington DC

VERIFICATION OF COVERAGE  
(SEE BELOW UNDER CAUTIONARY NOTE)

INSURED

DAVID CLARK KUXHAUSEN  
4321 MIDLAND RD  
SARASOTA, FL 34231-6528

Policy Number: 4328375235

Effective Date: 05-03-16

Expiration Date: 11-03-16

Registered State: FLORIDA

To whom it may concern:

This letter is to verify that we have issued the policyholder coverage under the above policy number for the dates indicated in the effective and expiration date fields for the vehicle listed. This should serve as proof that the below mentioned vehicle meets or exceeds the financial responsibility requirement for your state.

This verification of coverage does not amend, extend or alter the coverage afforded by this policy.

Vehicle Year: 2004

Make: CHEV

Model: SLVR2500HD

VIN: 1GCHK29114E105126

COVERAGES

BODILY INJURY LIABILITY  
PROPERTY DAMAGE LIABILITY  
PERSONAL INJURY PROTECTION  
UNINSURED MOTORIST/STACKED  
COMPREHENSIVE  
COLLISION

LIMITS

\$500,000/\$500,000  
\$100,000  
BASIC  
\$50,000/\$100,000

DEDUCTIBLES

NON-DED/INSD&REL

\$500 DED

\$500 DED

☒ Additional Insured

THE CITY OF VENICE  
401 W VENICE AVENUE  
VENICE, FL 34285-0000

Additional Information:

Issued 07/06/2016

If you have any additional questions, please call 1-800-841-3000.

CAUTIONARY NOTE: THE CURRENT COVERAGES, LIMITS, AND DEDUCTIBLES MAY DIFFER FROM THE COVERAGES, LIMITS, AND DEDUCTIBLES IN EFFECT AT OTHER TIMES DURING THE POLICY PERIOD. THIS VERIFICATION OF COVERAGE REFLECTS THE COVERAGES, LIMITS AND DEDUCTIBLES AS OF THE ISSUED DATE OF THIS DOCUMENT WHICH IS SHOWN UNDER "ADDITIONAL INFORMATION" OR IF AN ISSUED DATE IS NOT SHOWN, THE DATE OF THIS FACSIMILE.

U-33 10-07



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/18/2015

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**PRODUCER**  
Trigen Insurance Solutions, Inc.  
315 SE Misner Blvd  
Suite 213  
Boca Raton FL 33432

**CONTACT NAME:**  
**PHONE (A/C No. Ext):** (877) 987-4436 **FAX (A/C No.):** (954) 252-4426  
**E-MAIL ADDRESS:** certs@trigenolutions.com

**INSURER(S) AFFORDING COVERAGE** **NAIC #**  
**INSURER A:** Technology Insurance Company, 42376

**INSURED**  
CTMJ, INC. dba  
INFINITI RESOURCE MANAGEMENT  
3014 Us Hwy 301 North  
Suite 500  
Tampa FL 33619

**INSURER B:**  
**INSURER C:**  
**INSURER D:**  
**INSURER E:**  
**INSURER F:**

**COVERAGES****CERTIFICATE NUMBER:** Cert ID 13493**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	ADDITIONAL INSURED	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b>						<b>EACH OCCURRENCE</b> \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						<b>DAMAGE TO RENTED PREMISES (Ea occurrence)</b> \$
							<b>MED EXP (Any one person)</b> \$
							<b>PERSONAL &amp; ADV INJURY</b> \$
	<b>GEN'L AGGREGATE LIMIT APPLIES PER:</b>						<b>GENERAL AGGREGATE</b> \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						<b>PRODUCTS - COMP/OP AGG</b> \$
	<b>OTHER:</b>						\$
	<b>AUTOMOBILE LIABILITY</b>						<b>COMBINED SINGLE LIMIT (Ea accident)</b> \$
	<input type="checkbox"/> ANY AUTO						<b>BODILY INJURY (Per person)</b> \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						<b>BODILY INJURY (Per accident)</b> \$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						<b>PROPERTY DAMAGE (Per accident)</b> \$
							\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR						<b>EACH OCCURRENCE</b> \$
	<b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE						<b>AGGREGATE</b> \$
	<b>DED</b> <input type="checkbox"/> <b>RETENTION</b> \$						\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	Y/N		TWC3523712	12/22/2015	12/22/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> N/A					<b>E.L. EACH ACCIDENT</b> \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						<b>E.L. DISEASE - EA EMPLOYEE</b> \$ 1,000,000
							<b>E.L. DISEASE - POLICY LIMIT</b> \$ 1,000,000
							\$
							\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage is extended to leased employees as approved and assigned by CTMJ, INC. dba INFINITI RESOURCE MANAGEMENT but not subcontractors or non-leased employees of DAVID KUXHAUSEN CONSTRUCTION LLC. Location coverage effective 12/22/2015.

**CERTIFICATE HOLDER****CANCELLATION**

The City of Venice  
401 West Venice Ave  
Venice FL 34285

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

*Antia Busick*

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ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/6/2016

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<b>PRODUCER</b> MBA Insurors 2401 Cattlemen Road Sarasota, FL 34232	Phone: (941) 366-3322 Fax: (941) 957-1429	<b>CONTACT NAME:</b> Patricia Pavoncello <b>PHONE (A/C, No. Ext):</b> (941) 366-3322 <b>FAX (A/C, No):</b> (941) 957-1429 <b>E-MAIL ADDRESS:</b> ppavoncello@miba-insurors.com
<b>INSURED</b> David Kuxhausen Construction LLC 4321 Midland Rd. Sarasota, FL 34231		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Southern-Owners Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES****CERTIFICATE NUMBER:** 1440**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	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> <b>CLAIMS-MADE</b> <input checked="" type="checkbox"/> <b>OCCUR</b>  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> <b>POLICY</b> <input type="checkbox"/> <b>PRO-JECT</b> <input type="checkbox"/> <b>LOC</b> <b>OTHER:</b>	<input checked="" type="checkbox"/>	20283321	3/2/2016	3/2/2017	<b>EACH OCCURRENCE</b> \$ 1,000,000 <b>DAMAGE TO RENTED PREMISES (Ea occurrence)</b> \$ 300,000 <b>MED EXP (Any one person)</b> \$ 10,000 <b>PERSONAL &amp; ADV INJURY</b> \$ 1,000,000 <b>GENERAL AGGREGATE</b> \$ 2,000,000 <b>PRODUCTS - COM/POP AGG</b> \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> <b>ANY AUTO</b> <input type="checkbox"/> <b>OWNED AUTOS ONLY</b> <input type="checkbox"/> <b>SCHEDULED AUTOS</b> <input type="checkbox"/> <b>HIRED AUTOS ONLY</b> <input type="checkbox"/> <b>NON-OWNED AUTOS ONLY</b>					<b>COMBINED SINGLE LIMIT (Ea accident)</b> \$ <b>BODILY INJURY (Per person)</b> \$ <b>BODILY INJURY (Per accident)</b> \$ <b>PROPERTY DAMAGE (Per accident)</b> \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> <b>OCCUR</b> <b>EXCESS LIAB</b> <input type="checkbox"/> <b>CLAIMS-MADE</b> <b>DED</b> <input type="checkbox"/> <b>RETENTION \$</b> <input type="checkbox"/>					<b>EACH OCCURRENCE</b> \$ <b>AGGREGATE</b> \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> <b>Y/N</b>	N/A			<b>PER STATUTE</b> <input type="checkbox"/> <b>OTH-ER</b> <input type="checkbox"/> <b>E.L. EACH ACCIDENT</b> \$ <b>E.L. DISEASE - EA EMPLOYEE</b> \$ <b>E.L. DISEASE - POLICY LIMIT</b> \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**

Holder's Nature of Interest: Additional Insured

The City of Venice

401 W Venice Ave  
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

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**GEICO**

GEICO GENERAL INSURANCE COMPANY

Washington DC

VERIFICATION OF COVERAGE  
(SEE BELOW UNDER CAUTIONARY NOTE)

INSURED

DAVID CLARK KUXHAUSEN  
4321 MIDLAND RD  
SARASOTA, FL 34231-6528

Policy Number: 4328375235

Effective Date: 05-03-16

Expiration Date: 11-03-16

Registered State: FLORIDA

To whom it may concern:

This letter is to verify that we have issued the policyholder coverage under the above policy number for the dates indicated in the effective and expiration date fields for the vehicle listed. This should serve as proof that the below mentioned vehicle meets or exceeds the financial responsibility requirement for your state.

This verification of coverage does not amend, extend or alter the coverage afforded by this policy.

Vehicle Year: 2004

Make: CHEV

Model: SLVR2500HD

VIN: 1GCHK29114E105126

COVERAGES

BODILY INJURY LIABILITY  
PROPERTY DAMAGE LIABILITY  
PERSONAL INJURY PROTECTION  
UNINSURED MOTORIST/STACKED  
COMPREHENSIVE  
COLLISION

LIMITS

\$500,000/\$500,000  
\$100,000  
BASIC  
\$50,000/\$100,000

DEDUCTIBLES

NON-DED/INSD&REL

\$500 DED

\$500 DED

☒ Additional Insured

THE CITY OF VENICE  
401 W VENICE AVENUE  
VENICE, FL 34285-0000

Additional Information:

Issued 07/06/2016

If you have any additional questions, please call 1-800-841-3000.

CAUTIONARY NOTE: THE CURRENT COVERAGES, LIMITS, AND DEDUCTIBLES MAY DIFFER FROM THE COVERAGES, LIMITS, AND DEDUCTIBLES IN EFFECT AT OTHER TIMES DURING THE POLICY PERIOD. THIS VERIFICATION OF COVERAGE REFLECTS THE COVERAGES, LIMITS AND DEDUCTIBLES AS OF THE ISSUED DATE OF THIS DOCUMENT WHICH IS SHOWN UNDER "ADDITIONAL INFORMATION" OR IF AN ISSUED DATE IS NOT SHOWN, THE DATE OF THIS FACSIMILE.

U-33 10-07