



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

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**TO:** Ed Lavallee, City Manager *EL 1/23/17*  
**THROUGH:** Linda Senne, Finance Director *LS*  
**FROM:** Peter Boers, Procurement Manager *PB*  
**DATE:** January 20, 2017  
**MEETING DATE:** February 14, 2017  
**SUBJECT:** **Approval of Contract with General Underground, LLC in the amount of \$825,315 for Reclaimed Water Distribution Improvements**

**Background:**

At the request of the Utilities Department, Procurement has solicited sealed bids for Invitation to Bid, ITB 3043-16, Reclaimed Water Distribution Improvements. On October 31, 2016, two (2) responsive and responsible bids were received.

Upon evaluation of the bids staff recommends award to General Underground, LLC of Chiefland, FL as the lowest responsive and responsible bidder, in the amount of \$825,315. A Notice of Intent to Award was issued on January 11, 2017. Due to the requirements of the State Revolving Fund (SRF) loan, local preference did not apply to this solicitation.

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

**Requested Action:**

Approval of the attached contract with General Underground, LLC in the amount of \$825,315 and grant authorization for the Mayor to execute the contract.

**City Attorney Review:**

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

**Risk Management Review:**

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

**Funds Availability (account number):**

Funds appropriated in the Utilities Fund for Fiscal Year 2016-2017

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



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

**NOTICE OF INTENT TO AWARD**

**BID NUMBER:** 3043-16

**BID TITLE:** RECLAIMED WATER DISTRIBUTION IMPROVEMENTS

**DUE DATE AND TIME:** OCTOBER 31, 2016 AT 2:00PM

**RESPONDENTS:**

<u>Company Name</u>	<u>City</u>	<u>County</u>	<u>Base Bid Price</u>
Andrew Sitework, LLC	Fort Myers, FL	Lee	\$1,181,099.00
DeJonge Excavating Contractors, Inc.	Nokomis, FL	Sarasota	No Bid
General Underground, LLC	Chiefland, FL	Levy	\$ 825,315.00

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

**RESULTS:** General Underground, LLC, having submitted the lowest responsive and responsible bid is recommended for award.

By:   
Peter A. Boets, Procurement Manager

Date: 01/11/2017

# King

ENGINEERING ASSOCIATES, INC.

## SERVICES

Civil Engineering  
Environmental Engineering  
Transportation Planning & Engineering  
Water Resources  
Land Planning  
Ecological Services  
Surveying & Mapping  
Construction Management  
GIS Mapping  
Landscape Architecture  
(FL #LC28000183)

## OFFICE LOCATIONS

### FLORIDA

Tampa  
Miami  
Sarasota

### TEXAS

Austin

4921 Memorial Highway  
One Memorial Center  
Suite 300  
Tampa, Florida 33634  
phone 813.880.8881  
fax 813.880.8882

www.kingengineering.com

November 11, 2016

Mr. Tony Wierzbicki  
Utilities Project Manager  
City of Venice Utilities Department  
3510 East Laurel Road  
Nokomis, FL 34275

Re: Reclaimed Water Main Distribution System Improvements  
Recommendation of Award  
ITB# 3043-16

Dear Mr. Wierzbicki:

On Monday, October, 31, 2016, bids were received for the above-referenced project. General Underground, LLC submitted the apparent low Base Bid of Eight Hundred Twenty Five Thousand Three Hundred Fifteen dollars (\$825,315). A Bid Tabulation is attached for your reference.

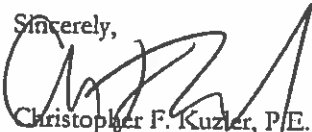
King Engineering Associates, Inc. (King) was able to contact three of General Underground, LLC's references. Two of the three provided generally positive feedback. The third reference provided limited information. Copies of the records from these reference interviews are attached. Given General Underground, LLC's two positive references for similar work and lack of sufficient positive or negative information from the third, we can only conclude that they appear capable of performing the work.

Two items are worth noting in General Underground's bid. First, their unit costs for asphalt restoration varies between \$85 per square yard and \$375 per square yard. These unit prices appear to be high but are in a similar range to those submitted by the second low bidder and may be the result of the relatively small quantities at several locations and the need for multiple mobilizations. Second, the cost of testing the existing force mains is approximately \$194,000, \$131,750 of which is asphalt restoration. The City should consider whether this cost is worth the benefit being provided or perhaps reduce the required amount of milling and overlaying.

Despite these items, General Underground's total bid price of Eight Hundred Twenty Five Thousand Three Hundred Fifteen dollars (\$825,315) appears reasonable. We therefore recommend that the contract be awarded to General Underground, LLC in this amount, subject to the considerations mentioned above.

If you have any questions or need additional information, please feel free to call me at (813) 880-8881.

Sincerely,

  
Christopher F. Kuzler, P.E.  
Sr. Vice President

CFK/LVM/pre

Enclosures

cc: Lizeth V. Mora, E.I., King  
File 4799-011-000

# City of Venice Reclaimed Water Distribution System Improvements

ITB#3043-16

## Bid Tabulation

Item No.	Estimated Quantity	Unit	Description	General Underground, LLC		Andrew Sitework LLC	
				Unit Bid Price	Total Amount	Unit Bid Price	Total Amount
BASE BID ITEMS							
1	330	LF	8" Reclaimed Water Main Installed by Open Cut Method	65.00	21,450.00	178.00	58,740.00
2	130	LF	12" Reclaimed Water Main Installed by Open Cut Method	100.00	13,000.00	116.00	15,080.00
3	160	LF	4" Reclaimed Water Main Installed by HDD	35.00	5,600.00	123.10	19,696.00
4	1060	LF	8" Reclaimed Water Main Installed by HDD	50.00	53,000.00	108.10	114,586.00
5	1200	LF	12" Reclaimed Water Main Installed by HDD	105.00	126,000.00	127.20	152,640.00
6	2	TN	Ductile Iron Fittings	17,500.00	35,000.00	1,889.00	3,778.00
7	2	EA	4" Resilient Wedge Gate Valves with Box	1,500.00	3,000.00	1,522.50	3,045.00
8	1	EA	6" Resilient Wedge Gate Valves with Box	1,500.00	1,500.00	1,674.00	1,674.00
9	3	EA	8" Resilient Wedge Gate Valves with Box	2,000.00	6,000.00	2,014.00	6,042.00
10	2	EA	Air Release Valve (ARV) Assembly	7,500.00	15,000.00	12,063.50	24,127.00
11	1	EA	24" x 8" Tapping Sleeve and Valve	7,500.00	7,500.00	6,710.00	6,710.00
12	1	EA	Reclaimed Water Services with New Meter	1,500.00	1,500.00	1,224.00	1,224.00
13	5	EA	Air Release Valve (ARV) Manhole and Assembly Replacements	8,500.00	42,500.00	17,175.00	85,875.00
14	1	EA	4" Valve Replacement	5,000.00	5,000.00	7,515.00	7,515.00
15	2	EA	6" Valve Replacement	5,000.00	10,000.00	5,791.00	11,582.00
16	3	EA	18" Valve Replacement	15,000.00	45,000.00	11,863.00	35,589.00
17	620	SY	Asphalt Restoration	100.00	62,000.00	76.20	47,244.00
18	1	LS	Maintenance of Traffic and Traffic Control	35,000.00	35,000.00	76,475.00	76,475.00
19	1	LS	Flush Force Main Segments	10,000.00	10,000.00	13,592.00	13,592.00
20	1	LS	Pressure Test Segment from LS 4 to Park Blvd. and Granada Ave	10,000.00	10,000.00	6,896.00	6,896.00
21	1	LS	Pressure Test Segment from LS 3 (The Esplanade) to Park Blvd. and Granada Ave.	10,000.00	10,000.00	8,218.00	8,218.00
22	1	LS	Pressure Test Segment from Park Blvd. and Granada Ave. to Discharge Manhole on Harbor Dr.	10,000.00	10,000.00	6,897.00	6,897.00
23	3	EA	Additional Pressure Testing	7,500.00	22,500.00	13,194.00	39,582.00
24	1550	SY	Force Main Testing Asphalt Restoration	85.00	131,750.00	78.50	121,675.00
25	1	LS	Reclaimed Water Service Line Installation at 111 North Auburn Rd.	2,500.00	2,500.00	5,906.00	5,906.00
26	1	LS	Reclaimed Water Service Line Installation at 211 West Airport Ave.	2,500.00	2,500.00	10,455.00	10,455.00
27	14	SY	Asphalt Restoration - 111 North Auburn Road	357.50	5,005.00	398.00	5,572.00
			BASE BID SUBTOTAL		692,305.00		890,415.00
28	1	LS	General Conditions	10,000.00	10,000.00	122,820.00	122,820.00
29	1	LS	Mobilization and Demobilization	8,000.00	8,000.00	52,854.00	52,854.00
30	1	LS	Indemnification	10.00	10.00	10.00	10.00
31	1	LS	Owner's Allowance	100,000.00	100,000.00	100,000.00	100,000.00
32	1	LS	Permit Fee Allowance	15,000.00	15,000.00	15,000.00	15,000.00
BASE BID TOTAL					\$825,315.00		\$1,181,099.00

## **CONTRACTOR REFERENCE SUMMARY**

**Project:** Reclaimed Water Distribution System Improvements

**King Project No. :** 4799-011-000

**Contractor:** General Underground LLC

**Reference:** Larry Nordman, City of Deland 386-682-1423

**Project:** WM Improvements, City of Deland, FL

**Date of Phone Call:** 11/08/2016 2:05 PM

1. What kind of project did the Contractor work with you on?

They have been doing WM improvements/Extension. Directional drilling 6", 8" and 12" as well as hydrant installation, service lines, connections, etc. They are Drilling HDPE.

2. How satisfied were you with General Underground LLC's work?

Generally, pleased with their work. Do well with dealing with issues and adjust well to field and plan alterations.

3. Were there any problems that you can remember?

Nothing major. There were some change orders because of plan changes.

4. Was the project completed on time and under budget?

Yes under budget, project is still ongoing.

5. Is there anything else you can think of that would prevent you from recommending General Underground LLC?

None that he can think of.

## **CONTRACTOR REFERENCE SUMMARY**

**Project:** Reclaimed Water Distribution System Improvements

**King Project No. :** 4799-011-000

**Contractor:** General Underground LLC

**Reference:** ~~Ronald Davis, City of Alachua, 386-418-6140.~~ Ronald Davis no longer works for the City. Transferred to Billy Shishkin 352-316-8182.

**Project:** Annual Contract Alachua, FL Directional Bore

**Date of Phone Call:** 11/08/2016 10:30 AM VM – 11/09/2016 2:40 PM.

1. What kind of project did the Contractor work with you on?

Multiple Projects. Most were directional drill projects. Predominantly 4" and 2" HDDs but have done some different sizes as well.

2. How satisfied were you with General Underground LLC's work?

Satisfied.

3. Were there any problems that you can remember?

None that he could remember.

4. Was the project completed on time and under budget?

It was various projects but generally yes.

5. Is there anything else you can think of that would prevent you from recommending General Underground LLC?

No. They are re-issuing the contract and if General Underground bids, they would have no problem working with them again.

## **CONTRACTOR REFERENCE SUMMARY**

**Project:** Reclaimed Water Distribution System Improvements

**King Project No. :** 4799-011-000

**Contractor:** General Underground LLC

**Reference:** Joe Mittauer, Mittauer & Associates (EOR), 904-278-0030

**Project:** College of Central Florida Wastewater System, City of Fanning Springs, FL.

**Date of Phone Call:** 11/08/2016 11:03 AM

1. What kind of project did the Contractor work with you on?

FM Job. Mostly 4" and 6" pipe. A mixture of Open Cut and Directional Drill.

2. How satisfied were you with General Underground LLC's work?

Reference would only state: "It was accepted at the end".

3. Were there any problems that you can remember?

A lot of scheduling issues, job was delayed.

4. Was the project completed on time and under budget?

It was under budget, but it was delayed.

5. Is there anything else you can think of that would prevent you from recommending General Underground LLC?

Very small company, owner was going through some difficult times, maybe "they have gotten their act together". No major issues with the work otherwise - "At the end of the day the job was done."

## CONTRACT

THIS CONTRACT, pursuant to City Council approval granted on \_\_\_\_\_, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Venice, Florida, hereinafter referred to as the City, and General Underground, 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) # **3043-16 Reclaimed Water Distribution System Improvements**, including: standard general conditions, supplemental conditions, special conditions, technical specifications, drawings, Contractor's bid proposal for ITB 3043-16, 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 ten (210)** 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: **Eight Hundred Twenty-Five Thousand Three Hundred Fifteen Dollars & 00/100s (\$ 825,315.00)**
- (5) Time is of the essence in this contract. In the event that the work is not completed within the required time as specified in Section 3 herein, then from the compensation otherwise to be paid to the Contractor, the City may retain the sum of **one thousand five hundred thirty-two dollars (\$1,532) per day** for each calendar day that the work remains incomplete beyond the time limit, which sum shall represent the actual damage which the City will have sustained per day by failure of the Contractor to complete the work within the required time, said sum not being a penalty but being the stipulated damages the City will have sustained in the event of such default by the Contractor.
- (6) In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, sex, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post hereafter in conspicuous places, available



for employees or applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause. The Contractor further agrees to insert the foregoing provisions in all contracts hereunder, including contracts or agreements with labor unions and/or workers' representatives, except subcontracts for standard commercial supplies or raw materials.

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

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

(9) Contractor agrees to comply with Florida's public records law by keeping and maintaining public records that ordinarily and necessarily would be required by the public agency in order to perform the Engineering Services; upon the request of the City's Custodian of Public Records, by providing the City with copies of or access to public records on the same terms and conditions that City would provide the records and at a cost that does not exceed the cost provided by Florida law; by ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed excepts as authorized by law for the duration of the term of the Contract and following completion of the Contract if the Contractor does not transfer the records to the City; and upon completion of the Contract by transferring, at no cost, to City all public records in possession of Contractor or by keeping and maintaining all public records required by the City to perform the Engineering Services. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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

(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

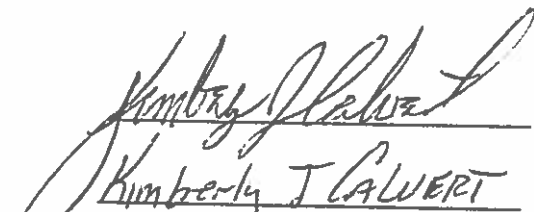
IN SARASOTA COUNTY, FLORIDA


CLERK

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

ATTEST:

GENERAL UNDERGROUND, LLC

  
\_\_\_\_\_  
Kimberly J. CALVERT  
Signed by (typed or printed)

BY:  \_\_\_\_\_  
Chris Brown  
Signed by (typed or printed)

Approved as to Form and  
Correctness

\_\_\_\_\_  
David Persson, City Attorney

## EXHIBIT A

### SURETY BONDS

At the time of executing the Contract Documents, the successful proposer shall append to this sheet separate performance and payment bonds each equal to one-hundred percent (100%) of the contract amount. Said bonds become an integral part of these Contract Documents and shall meet the following requirements:

1. Surety bonds submitted shall be written by a surety company that is approved by the City Finance Director and authorized to do business in the State of Florida, shall be accompanied by evidence of the authority of the issuing agent, and shall be on a form to be approved by the City Attorney. No bond in an amount greater than \$5,000 required by the City Charter, the Ordinances of The City of Venice, or the laws of the State of Florida shall be approved by the *City Finance Director* unless the surety company executing the bond is listed by the United States Treasury Department as being approved for writing bonds for Federal projects and its current list in an amount not less than the amount of the bond tendered to The City of Venice.

2. Both the separate payment and performance bonds shall be in the general form of AIA documents A311. Additionally, the payment bond shall state as follows:  
"This bond is issued in compliance with Section 255.05, Florida Statutes (1994 Supp.), as may be amended. A claimant, except a laborer, who is not in privity with the contractor and who has not received payment for his labor, materials, or supplies shall, within 45 days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish the contractor with a notice, that he intends to look to the bond for protection. A claimant who is not in privity with the contractor and who has not received payment for his labor, materials, or supplies shall, within 90 days after performance of the labor or after complete delivery of the materials or supplies, or with respect to rental equipment, within 90 days after the date that the rental equipment was last on the job site available for use, deliver to the contractor and to the surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. No action for the labor, materials, or supplies may be instituted against the contractor or the surety unless both notices have been given. No action shall be instituted against the contractor or the surety on the payment bond or the payment provisions of a combined payment and performance bond after 1 year from the performance of the labor or completion of delivery of the materials or supplies. A claimant may not waive in advance his right to bring an action under the bond against the surety. In any action brought to enforce a claim against a payment bond under this section, the prevailing party is entitled to recover a reasonable fee for the services of his attorney for trial and appeal or for arbitration, in an amount to be determined by the court, which fee must be taxed as part of his costs, as allowed in equitable actions."

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

**BOND NO. B98824-030759**

**CONTRACTOR:** General Underground, LLC  
7650 Northwest 50<sup>th</sup> Street  
Chiefland, FL 32626  
352-493-7782

**SURETY:** American Southern Insurance Company  
3715 Northside Parkway Northwest, Suite 4-800  
Atlanta, GA 30327  
404-266-9599

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

**OBLIGEE:** City of Venice  
401 West Venice Avenue  
Venice, FL 34285  
941-486-2626

**PROJECT:** ITB No. 3043-16, Reclaimed Water Distribution System Improvements  
**Location:** Venice, FL

**PUBLIC WORKS PAYMENT BOND**

**KNOW ALL MEN BY THESE PRESENTS:**

THAT General Underground, LLC., as Principal, hereinafter called Contractor; and American Southern Insurance Company, a corporation of the State of Kansas, 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 (\$825,315.00) Eight Hundred Twenty-Five Thousand Three Hundred Fifteen Dollars and 00/100's, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, 2017, entered into a Contract with the City for the following described project: **ITB# 3043-16 Reclaimed Water Distribution System 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.

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SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2017.

IN THE PRESENCE OF:

CONTRACTOR:  
General Underground, LLC

BY: \_\_\_\_\_

INSURANCE COMPANY

American Southern Insurance Company

FL

BY: \_\_\_\_\_

Resident Agent and Attorney-in-Fact, Kevin R. Wojtowicz

**PUBLIC WORKS PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS:**

THAT General Underground, LLC, as Principal, hereinafter called Contractor; and American Southern Insurance Company \_\_\_\_\_, a corporation of the State of Kansas, 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 (\$825,315.00) Eight Hundred Twenty-Five Thousand Three Hundred Fifteen Dollars and 00/100's, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, 2017, entered into a contract with the City of Venice for the following described project: ITB# 3043-16 Reclaimed Water Distribution System 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
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amount payable by the City to Contractor under the Contract and any amendments thereto, less the amount properly paid by the City to the Contractor.

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

PROVIDED FURTHER, any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due; except that, when the action involves a latent defect, suit must be instituted within four (4) years from the time the defect is discovered or should have been discovered with the exercise of due diligence.

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

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, AD., 2017.

IN THE PRESENCE OF:

CONTRACTOR

General Underground, LLC

  
\_\_\_\_\_

BY:  \_\_\_\_\_

INSURANCE COMPANY  
American Southern Insurance Company

BY:  \_\_\_\_\_

FL Resident Agent and Attorney-in-Fact, Kevin R. Wojtowicz

# AMERICAN SOUTHERN INSURANCE COMPANY

Domicile: 200 S.W. 30<sup>th</sup> Street  
Topeka, Kansas 66611

Mailing Address: 3715 Northside Pkwy, NW, STE 4-800  
Atlanta, Georgia 30327

## GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the American Southern Insurance Company had made, constituted and appointed and by these presents does make, constitute and appoint Charles J. Nielson or David R. Hoover of Miami Lakes, Florida; Kevin R. Wojtowicz, Laura D. Mosholder, or Jessica P. Reno of St. Petersburg, Florida, as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of \$1,000,000 (One Million U.S. Dollars).

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the American Southern Insurance Company on the 26<sup>th</sup> day of May, 1998:

RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the American Southern Insurance Company bonds, undertakings and all contracts of suretyship; and that any Secretary or an Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

In Witness Whereof, the American Southern Insurance Company has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Secretary this 1st day of April, 2016.

Attest:

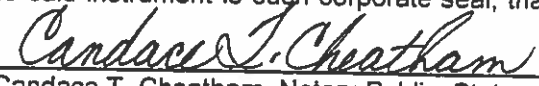
  
Gail A. Lee, Secretary

American Southern Insurance Company

By:   
Scott G. Thompson, President

STATE OF GEORGIA (CORPORATE SEAL)

On this 1st day of April, 2016, before me personally came Scott G. Thompson, to me known, who being by me duly sworn, did depose and say that he resides in Atlanta, in the County of Fulton, State of Georgia, at 421 Hollydale Court; that he is the President of American Southern Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed and that he signed his name thereto pursuant to due authorization.

  
Candace T. Cheatham, Notary Public, State of Georgia  
My Commission Expires December 7, 2017

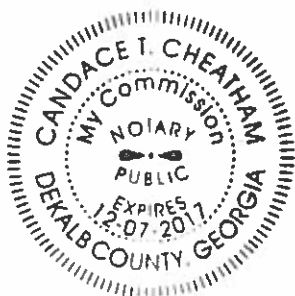
I, the undersigned, a Vice President of American Southern Insurance Company, a corporation domiciled in Kansas, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

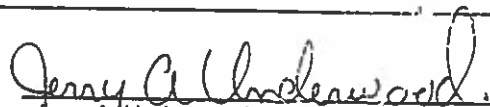
Signed and sealed at the City of Atlanta, Dated the \_\_\_\_\_ day of \_\_\_\_\_

(NOTARY SEAL)

POA NUMBER:

87033



  
Jerry A. Underwood  
Vice President - Surety

**EXHIBIT B**

Item No.	Estimated Quantity	Unit	Description (Print or Type in Words)	Unit Bid Price (In Numbers)	Total Amount (In Numbers)
<b>BASE BID ITEMS</b>					
<b>Part 1 – Reclaimed Water Mains</b>					
1	330	LF	8" Reclaimed Water Main Installed by Open Cut Method	65.00	21,450.00
2	130	LF	12" Reclaimed Water Main Installed by Open Cut Method	100.00	13,000.00
3	160	LF	4" Reclaimed Water Main Installed by HDD	35.00	5,600.00
4	1,060	LF	8" Reclaimed Water Main Installed by HDD	50.00	53,000.00
5	1,200	LF	12" Reclaimed Water Main Installed by HDD	105.00	126,000.00
6	2	TN	Ductile Iron Fittings	17,500.00	35,000.00
7	2	EA	4" Resilient Wedge Gate Valves with Box	1,500.00	3,000.00
8	1	EA	6" Resilient Wedge Gate Valves with Box	1,500.00	1,500.00
9	3	EA	8" Resilient Wedge Gate Valves with Box	2,000.00	6,000.00
10	2	EA	Air Release Valve (ARV) Assembly	7,500.00	15,000.00
11	1	EA	24" x 8" Tapping Sleeve and Valve	7,500.00	7,500.00
12	1	EA	Reclaimed Water Services With New Meter	1,500.00	1,500.00
13	5	EA	Air Release Valve (ARV) Manhole and Assembly Replacements	8,500.00	42,500.00
14	1	EA	4" Valve Replacement	5,000.00	5,000.00
15	2	EA	6" Valve Replacement	5,000.00	10,000.00
16	3	EA	18" Valve Replacement	15,000.00	45,000.00
17	620	SY	Asphalt Restoration	100.00	62,000.00
18	1	LS	Maintenance of Traffic and Traffic Control	35,000.00	35,000.00
<b>Part 2 – Force Main Pressure Testing</b>					
19	1	LS	Flush Force Main Segments	10,000.00	10,000.00
20	1	LS	Pressure Test Segment from LS 4 to Park Blvd. and Granada Ave.	10,000.00	10,000.00
21	1	LS	Pressure Test Segment from LS 3 (The Esplanade) to Park Blvd. and Granada Ave.	10,000.00	10,000.00
22	1	LS	Pressure Test Segment from Park Blvd. and Granada Ave. to Discharge Manhole on Harbor Dr.	10,000.00	10,000.00
23	3	EA	Additional Pressure Testing	7,500.00	22,500.00
24	1550	SY	Force Main Testing Asphalt Restoration	85.00	131,750.00

<b>Part 3 – Addendum #1</b>					
25	1	LS	Reclaimed Water Service Line Installation at 111 North Auburn Road	2,500.00	2,500.00
26	1	LS	Reclaimed Water Service Line Installation at 211 West Airport Avenue	2,500.00	2,500.00
27	14	SY	Asphalt Restoration – 111 North Auburn Road	357.50	5,005.00
			<b>BASE BID SUBTOTAL</b>		<b>\$692,305.00</b>

<b>Part 4 – General</b>					
28	1	LS	General Conditions	10,000.00	10,000.00
29	1	LS	Mobilization and Demobilization	8,000.00	8,000.00
30	1	LS	Indemnification	\$10.00	\$10.00
31	1	LS	Owner's Allowance	\$100,000	\$100,000
32	1	LS	Permit Fee Allowance	\$15,000	\$15,000
			<b>BASE BID TOTAL</b>		<b>\$825,315.00</b>

**Eight Hundred Twenty-Five Thousand Three Hundred Fifteen Dollars & 00/100s**

Submitted By:

**General Underground, LLC.**

**PO BOX 870**

**Cheifland, FL 32644**

## EXHIBIT C

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

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

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

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

3. The "Acord" certification of insurance form shall be used.
  4. Required Coverage
    - a) **Commercial General Liability:** including but not limited to bodily injury, property damage, contractual liability, products and completed operations, and personal injury with limits of not less than \$ \$1,000,000 per occurrence, \$ 1,000,000 aggregate covering all work performed under this Contract. Include broad form property damage (provide insurance for damage to property under the care custody and control of the contractor)
    - b) **Business Auto Policy:** including bodily injury and property damage for all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000 combined single limit covering all work performed under this Contract.
    - c) **Workers Compensation:** Contractor will provide Workers Compensation Insurance on behalf of all employees, including sub-contractors, who are to provide a service under this Contract, as required under Florida Law, Chapter 440, and Employers Liability with limits of not less than \$100,000 per employee per accident; \$500,000 disease aggregate; and \$100,000 per employee per disease.
    - d) **Installation Floater/Installation Builders' Risk-Property Coverage:** Policy to cover direct physical loss or damage to materials, supplies, machinery, and equipment being installed, constructed or rigged by the contractor in conjunction with its installation or construction. All items involved in the project including drainage/water sewer pipes, etc. (as included in description of project) need to be insured for the total completed replacement value. Coverage should include perils of fire, theft, vandalism,
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windstorm/hail, collapse and transit, sewer backup, testing, equipment breakdown, waterborne property. Coverage shall start when the items to be installed are transported to City premises and remain in place until the interest of the contractors ceases or the City accepts possession whichever comes first Coverage should apply to owned property and non-owned property in the contractor's care, custody and control. The installation coverage forms shall provide coverage for building materials and supplies at the construction site, in transit to the site and similar property intended for the construction project at other locations as necessary or because of lack of storage space at the construction site. Coverage should apply on a Primary basis and should include a Waiver of Subrogation. Contractor should be responsible for any deductibles.

**5. Policy Form:**

- a) All policies required by this Contract, with the exception of Workers Compensation, or unless specific approval is given by the City, are to be written on an occurrence basis, shall name the City of Venice, its Elected Officials, Officers, Agents, Employees as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Workers Compensation, shall agree to waive all rights of subrogation against the City of Venice, its Elected Officials, Officers, Agents, and Employees.
  - b) Insurance requirements itemized in this Contract, and required of the Contractor, shall be provided on behalf of all subcontractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
  - c) Each insurance policy required by this Contract shall:
    - (1) apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability;
    - (2) be endorsed to state that coverage shall not be suspended, voided or canceled by either party except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to the City of Venice's Director of Administrative Services.
  - d) The City shall retain the right to review, at any time, coverage form, and amount of insurance.
  - e) The procuring of required policies of insurance shall not be construed to limit Contractor's liability nor to fulfill the indemnification provisions and requirements of this Contract.
  - f) The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of any deductible and/or retention to which such policies are subject, whether or not the City is an insured under the policy. In the event that claims in excess of the insured amounts provided herein are filed by reason of operations under the contract, the amount excess of such claims, or any portion thereof, may be withheld from any payment due or to become due to the contractor until such time the contractor shall furnish additional security covering such claims as may be determined by the City.
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- 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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