

## CONTRACT

THIS CONTRACT, pursuant to City Council approval granted on \_\_\_\_\_, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Venice, Florida, hereinafter referred to as the City, and A2 Group, Inc., hereinafter referred to as the Contractor.

### W I T N E S S E T H:

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

(1) The Contract Documents consist of this Contract, Performance and Payment Bonds attached hereto as composite Attachment A and, the City's Invitation to Bid (ITB) # **3047-16: City of Venice Parking Lots Site 3, Re-Bid** including: standard general conditions, supplemental conditions, special conditions, technical specifications, drawings, Contractor's bid proposal for ITB 3047-16, 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 Fifty Days (150)** days of the issuance of the Notice to Proceed by the City.

(4) The City shall pay the Contractor for the performance of the work, in accordance with Exhibit B, subject to the terms and conditions of the Contract Documents and any written change orders, the contract sum not to exceed: **four hundred forty thousand one hundred twelve dollars & 09/100s (\$440,112.09)**.

(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 **seven hundred and fifty-eight dollars (\$ 758.00) 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:

  
\_\_\_\_\_  
Jose Mazon  
Signed by (typed or printed)

\_\_\_\_\_  
BY:   
\_\_\_\_\_  
Alberto J. Ribas / V.P.  
Signed by (typed or printed)

Approved as to Form and Correctness

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

**EXHIBIT A**  
**SURETY BONDS**

See Attached  
AIA A312 -  
2010 Form

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."

**This is the *front page* of the performance/payment bond issued in compliance with  
Florida Statute Chapter 255.05**

**Surety Name:** Fidelity and Deposit Company of Maryland  
1299 Zurich Way  
Schaumburg, IL60196-1056  
847-605-6000

**Bond Number:** 9237055

**Contractor Name:** A2 Group, Inc.  
12915 SW 132<sup>nd</sup> Street, Suite 5  
Miami, FL 33186  
305-668-8939

**Owner Name:** City of Venice, Florida  
401 W. Venice Ave  
Venice, L 34285  
941-882-7390

**Project Description:** ITB #3047-16: City of Venice Parking Lot Site 3, Re-Bid

**Project Address:** City of Venice, Florida

**Legal Description of Property:** ITB #3047-16: City of Venice Parking Lot Site 3, Re-Bid

**This is the *front page* of the bond. All other pages are subsequent regardless of the  
pre-printed numbers.**

 **AIA** Document A312™ – 2010

**Performance Bond**

**Bond No. 9237055**

**CONTRACTOR:**

(Name, legal status and address)

**A2 Group, Inc.**

**12915 SW 132nd Street, Suite 5**

**Miami, FL 33186**

**OWNER:**

(Name, legal status and address)

**The City of Venice, Florida**

**401 W. Venice Ave**

**Venice, FL 34285**

**CONSTRUCTION CONTRACT**

Date:

Amount: **\$440,112.09 (Four Hundred Forty Thousand, One Hundred Twelve and 09/100 Dollars)**

Description:

(Name and location)

**ITB #3047-16: City of Venice Parking Lot Site 3, Re-Bid  
City of Venice, Florida**

**SURETY:**

(Name, legal status and principal place of business)

**Fidelity and Deposit Company of Maryland**

**1299 Zurich Way**

**Schaumburg, IL 60196-1056**

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

**BOND**

Date:

(Not earlier than Construction Contract Date)

Amount: **\$440,112.09 (Four Hundred Forty Thousand, One Hundred Twelve and 09/100 Dollars)**

Modifications to this Bond: ☒ None ☐ See Section 16

**CONTRACTOR AS PRINCIPAL**

Company: (Corporate Seal)

**A2 Group, Inc.**

Signature: 

Name **ALBERTO E. RIBAS**  
and Title: **PRESIDENT**

(Any additional signatures appear on the last page of this Performance Bond.)

**SURETY**

Company: (Corporate Seal)

**Fidelity and Deposit Company of Maryland**

Signature: 

Name **Michael A. Holmes,**  
and Title: **Attorney-In-Fact**

(FOR INFORMATION ONLY — Name, address and telephone)

**AGENT or BROKER:**

**Brown & Brown of Florida, Inc.**

**1401 Forum Way, 4th Floor**

**West Palm Beach, FL 33401**

**561-686-2266**

**OWNER'S REPRESENTATIVE:**

(Architect, Engineer or other party:)

**EXHIBIT B**  
**ITB NUMBER 3047-16**

Item No	FDOT REF. NO.	BASE BID - Description	Unit	Qty.	Unit Price	Extension
1	101-1	MOBILIZATION	LS	1	\$44,920.00	\$44,920.00
2	102-1	MAINTENANCE OF TRAFFIC	LS	1	\$6,867.00	\$6,867.00
3	104-10-3	SEDIMENT BARRIER	LF	888	\$2.2890	\$2,033.00
4	110-1-1	CLEARING AND GRUBBING	AC	1.43	\$22,048.9510	\$31,530.00
5	120-1	EXCAVATION	CY	50	\$22.8800	\$1,444.00
6	120-6	EMBANKMENT	CY	860	\$35.1350	\$30,216.00
7	160-4	8" TYPE B STABILIZATION	SY	4549	\$4.1770	\$19,003.00
8	285-7-01	OPTIONAL BASE MATERIAL (4" ABC-3 ASPHALT)	SY	4330	\$14.87670	\$64,372.00
9	331-2	TYPE S ASPHALTIC CONCRETE (S-III)	TN	340	\$122.5710	\$29,417.00
10	520-2-4	TYPE D CURB	LF	1011	\$10.6430	\$10,760.00
11	522-1	CONCRETE SIDEWALK AND DRIVEWAYS (4" THICK)	SY	261	\$36.5100	\$9,529.00
12	522-2	CONCRETE SIDEWALK AND DRIVEWAYS (6" THICK)	SY	92	\$60.4780	\$5,564.00
13	527-2	DETECTABLE WARNINGS	SY	5	\$257.6000	\$1,288.00
14	570-1-2	PERFORMANCE TURF (SOD)	SY	486	\$2.2100	\$1,074.00
15	630-2-11	CONDUIT (F&I) (UNDERGROUND) (1 1/4")	LF	1250	\$6.1340	\$7,668.00
16		ELECTRICAL JUNCTION BOX (F&I) (12"X12"X12") NEMA 4X	EA	13	\$717.3080	\$9,325.00
17		HIGHWAY SIGN – SINGLE POST	EA	1	\$343.0000	\$343.00

18	711-11-125	24" THERMOPLASTIC STANDARD SOLID WHITE	LF	14	\$5.7140	\$80.00
19	711-11-170	THERMOPLASTIC STANDARD WHITE ARROW	EA	8	\$11.0000	\$88.00
20	711-11-224	18" THERMOPLASTIC STANDARD SOLID YELLOW	LF	33	\$4.0300	\$133.00
21	711-15-111	6" THERMOPLASTIC STANDARD OPEN GRADED WHITE	NM	0.370	\$9062.1620	\$3353.00
22	711-15-211	6" THERMOPLASTIC STANDARD OPEN GRADED YELLOW	NM	0.024	\$9041.6670	\$217.00
23	715-1-12	LIGHTING- CONDUCTORS, F&I, INSULATED, NO. 8 TO NO. 6	LF	3750	\$1.0870	\$4,078.00
24	715-4-129	ALUMINUM POLE & FOUNDATION (130 MPH) (15' HEIGHT)	EA	8	\$3,329.7500	\$26,638.00
25	715-5-1A	LED LUMINAIRE FIXTURE (FURNISH & INSTALL)	EA	14	\$2,417.0710	\$33,839.00
26	715-7-2A	LOAD CENTER, REWORK	EA	1	\$1,281.0000	\$1,281.00
27		CONCRETE WHEEL STOP (YELLOW)	EA	48	\$51.5000	\$2,472.00
28		TREE - SHADY LADY	EA	29	\$452.0690	\$13,110.00
29		TREE - CABBAGE PALM	EA	7	\$429.1430	\$3,004.00
30		SHRUB - PITCH APPLE	EA	356	\$20.6010	\$7,334.00
31		SHRUB - SEA GRAPE	EA	126	\$51.5000	\$6,489.00
32		PINE BARK MULCH	CY	53	\$145.8870	\$7,732.00
		<b>SUB-TOTAL NOT TO EXCEED LUMP SUM BASE BID:</b>			<b>\$384,901.00</b>	
		10% CITY RESERVE (INCLUDE IN BID TOTAL):			\$38,490.10	
		<b>TOTAL NOT TO EXCEED LUMP SUM BASE BID PLUS CITY RESERVE:</b>			<b>\$ 423,391.10</b>	

Item No	FDOT REF. NO.	ALTERNATIVE A – STORMWATER POND	Unit	Qty	Unit Price	Amount
1	110-1-1	CLEARING AND GRUBBING	AC	0.41	\$6,700.0000	\$2,747.00
2	120-1	EXCAVATION	CY	10	\$25.0000	\$250.00
3	120-6	EMBANKMENT	CY	225	\$38.3750	\$8634.38
4	570-1-2	PERFORMANCE TURF (SOD)	SY	1967	\$2.5875	\$5089.61
		<b>ALTERNATIVE A BID:</b>			<b>\$ 16,720.99</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.