



MEMORANDUM

City of Venice

Procurement

TO: Ed Lavallee, City Manager

THROUGH: Linda Senne, Finance Director

FROM: Peter Boers, Procurement Manager

DATE: August 15, 2018

COUNCIL APPROVAL: Yes

MEETING DATE: August 28, 2018

STRATEGIC PLAN GOAL: Upgrade and Maintain City Infrastructure and Facilities

SUBJECT: Approval of Contract with Infinite Construction, LLC in the amount of \$738,769.27 for the Venice Fishing Pier Rehabilitation

Background: At the request of the Engineering Department, Procurement has solicited sealed bids for Invitation to Bid (ITB) 3087-18 Venice Fishing Pier Rehabilitation. On June 26, 2018, six (6) responsive and responsible bids were received.

Upon evaluation of the bids, staff recommends award to Infinite Construction, LLC, of Ft. Myers, Florida, as the lowest responsive and responsible bidder, for the base bid amount of \$714,962.27 plus Alternate A in the amount of \$23,807.00 for a total of \$738,769.27. A Notice of Intent to Award was issued on August 7, 2018.

The Engineering Department has reviewed the bid responses and concurs with this recommendation. In addition to the award of the construction contract, an appropriation of \$50,000 from the One Cent Sales Tax Fund will be required in the proposed FY2019 budget for other project related costs including building permits and testing that will be direct paid by the City.

Total project costs are estimated at \$850,104, including engineering and other costs already paid and/or encumbered totaling \$61,335.

Funds Availability (account number): \$700,000 was appropriated in the One-Cent Sales Tax Fund for FY2018 for the Fishing Pier project (1CPIER). An additional budget savings of \$129,249 is available in the Service Club Boardwalk project (1CSCP), which could be allocated to the award. Therefore, \$767,914 is available in the FY2018 Budget for the \$738,769.27 award:

Account Number	Project	Budget	Committed	Available
110-0950-539.63-00	1CPIER	\$700,000	\$61,335	\$638,665
110-0950-539.63-00	1CSCP	500,000	370,751	129,249
				\$767,914

Requested Actions:

- a) Approve the attached contract with Infinite Construction, LLC in the amount of \$738,769.27 and grant authorization for the Mayor to execute the contract,
- b) Authorize a budget transfer in the amount of \$100,104 from the Service Club Boardwalk project to the Fishing Pier project, and
- c) Authorize an additional \$50,000 for Fishing Pier project costs in the FY2019 Budget of the One Cent Voted Sales Tax Fund.

City Attorney Review/Approved: Yes

Risk Management Review: Yes

Finance Department Review/Approved: Yes

Cc: Kathleen Weeden, City Engineer

Attachments



MEMO

City of Venice Engineering Department

To: Peter Boers, Procurement Manager

From: Kathleen Weeden, PE, City Engineer

Date: 08/07/2018

Subject: Recommendation for Bid Award to Infinite
Downtown Construction Contract Award to Quality Enterprises USA, Inc.

The Fishing Pier requires replacement of the decking and railing system including the utilities that serve the pier and the lighting fixtures. The lighting fixtures will be upgraded in Alternate A to LED fixtures under the handrail to reduce the impacts to nesting marine turtles and to meet the current Fish and Wildlife Commission (FWC) standards. The composite and wood decking and railing materials will be upgrade to IPE which is a high quality material that is expended to extend the pier useful life. Bids were advertised and opened on June 26, 2018, for the pier reconstruction.

Due to limited availability of materials, City Council was consulted at the June 12, 2018, regular meeting and there was a consensus to delay reconstruction until spring 2019 to avoid conflicts with season. The Pier Rehabilitation Construction Bid ITB #8087-18 lowest apparent bidder, Infinite Construction, LLC, has been reviewed by the Engineer of Record, Brian Stirling, PE, Stirling & Wilbur and City Engineer Kathleen Weeden and both concur to the bid award to the Infinite Construction, LLC.

In addition to the award of the construction contract, an appropriation of \$50,000 for FY19 from the 1 Cent Sales Tax Fund will be included in the proposed FY19 budget for other project related costs including building permits and testing that will be direct paid by the City.

Venice Fishing Pier

Remove and replace decking, railing, stringers (as needed) and install pigeon deterrent materials. All work within existing footprint with no modification to concrete pile structure. Access to be from existing beach opening in the north pier parking area and south of the fishing pier. Water side access with boats and barges will also be required.

Legend

North Access Point

Venice Fishing Pier

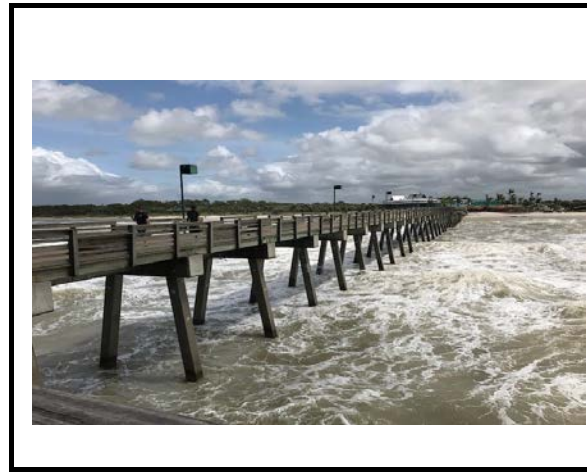
South Access Point

Harbor Dr S





City of Venice, Florida
Capital Improvement Project Request
FY 2019



Department/Division: Engineering
Contact Person: City Engineer
Project Title: Venice Fishing Pier Rehabilitation
Project Number: ICPIER

Estimated Start Date: 19-May
Estimated Completion Date: 19-Sep

Relationship to Community Vision and City Council Strategic Goals

Investment Objective: Maintain Service ▼ **Strategic Plan Goal:** Upgrade City Infrastructure & Facilities ▼

**Description/
Justification:**

The Venice Public Fishing Pier requires rehabilitation of the decking, railing, lighting, electrical and plumbing facilities. The construction contract was funded in FY18. The FY19 appropriation is for project related costs such as building permit fees and testing that will be required prior to and during construction activities.

Financial Information

Funding Sources

Funding Type	Fund	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023
1-Cent Sales Tax	110	\$ 50,000				
						-
Totals		\$ 50,000	\$ -	\$ -	\$ -	\$ -

Project Expenditures/Expenses

Activity	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023
					-
Totals	\$ -	\$ -	\$ -	\$ -	\$ -

Impacts on Operations

Operating Impacts (negative entries indicate an operating reduction)

Activity	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023
Personnel	n/a	n/a	n/a	n/a	n/a
Operations	\$ (30,000)	\$ (30,000)	\$ (30,000)	\$ (30,000)	\$ (30,000)
Debt Service	n/a	n/a	n/a	n/a	n/a
Totals	\$ (30,000)	\$ (30,000)	\$ (30,000)	\$ (30,000)	\$ (30,000)



"City on the Gulf"

CITY OF VENICE

401 W. Venice Avenue Venice, FL. 34285

NOTICE OF INTENT TO AWARD

BID NUMBER: ITB 3087-18

BID TITLE: Venice Fishing Pier Rehabilitation

DUE DATE AND TIME: June 26, 2018 at 2:00PM

RESPONDENTS:

Company Name	City	County	Base Bid	Alternate A
Abbots Construction Services	Nokomis, FL	Sarasota	\$1,793,188.20	\$29,700.00
Coastal Marine Construction, Inc.	Venice, FL	Sarasota	\$1,306,332.28	\$41,717.40
Custom Built Marine Const. Inc.	Ft. Pierce, FL	St. Lucie	\$1,443,370.50	\$85,000.00
Infinite Construction, LLC	Fort Myers	Lee	\$714,962.27	\$23,807.00
Marine Contracting Group	Punta Gorda	Charlotte	\$986,523.87	(\$14,000)
Sully's, LLC	Sarasota	Sarasota	\$911,259.00	\$20,618.00

AWARD: Lowest responsive and responsible Lump Sum Bid.

RESULTS: Infinite Construction, LLC, having submitted the lowest responsive and responsible bid is recommended for award of Lump Sum Bid and Bid Alternate A.

By: 
Peter A. Boers, Procurement Manager

Date: 8/07/2018

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 Infinite 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) # **3087-18: Venice Fishing Pier Rehabilitation**, including: standard general conditions, supplemental conditions, special conditions, technical specifications, drawings, Contractor's bid proposal for ITB 3087-18, 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 **ninety (90) days** of the issuance of the Notice to Proceed by the City for substantial completion and within **one-hundred twenty (120) days** of issuance of the Notice to Proceed for Final Completion.

(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: **Seven Hundred Thirty-Eight Thousand, Seven Hundred Sixty-Nine & 27/100s Dollars (\$738,769.27)**.

(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 **five hundred dollars (\$500.00) 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 services of this Contract; upon the request of the City's Custodian of Public Records, by providing the City with copies of or access to public records on the same terms and conditions that City would provide the records and at a cost that does not exceed the cost provided by Florida law; by ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed excepts as authorized by law for the duration of the term of the Contract and following completion of the Contract if the Contractor does not transfer the records to the City; and upon completion of the Contract by transferring, at no cost, to City all public records in possession of Contractor or by keeping and maintaining all public records required by the City to perform the services of this Contract. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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

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

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

(12) Termination. This Contract may be terminated by the City without cause, by giving thirty (30) days prior written notice to Contractor of the intention to cancel. or with cause at any time Contractor fails to fulfill or abide by any of the terms or conditions specified. 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.

Kelly M. Fernandez, 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."



FLORIDA SURETY BONDS, INC.

620 N. Wymore Road, Suite 200
Maitland, FL 32751
407-786-7770
Fax 407-786-7766

888-786-BOND (2663)
Fax 888-718-BOND (2663)

www.FloridaSuretyBonds.com

August 17, 2018

City of Venice, Florida
401 West Venice Avenue
Venice, FL 34285

RE: AUTHORITY TO DATE BONDS AND POWERS OF ATTORNEY

Principal: Infinite Construction, LLC

Bond No: 482660P

Project: ITB 3087-18, Venice Fishing Pier Rehabilitation

Dear Sir or Madam:

Please be advised that as Surety on the above referenced bond, executed on your behalf for this project, we hereby authorize you to insert the contract date onto the contract bonds and powers of attorney.

Once dated, please email to me at lisa@floridasuretybonds.com or fax a copy of the bonds to our office at (407) 786-7766.

Sincerely,
Developers Surety and Indemnity Company

Lisa Roseland
Attorney-In-Fact and
FL Licensed Resident Agent

Public Work
F.S. Chapter 255.05 (1)(a)
Cover Page

Executed in 2 Counterparts

THIS BOND IS GIVEN TO COMPLY WITH SECTION 255.05 OR SECTION 713.23 FLORIDA STATUTES, AND ANY ACTION INSTITUTED BY A CLAIMANT UNDER THIS BOND FOR PAYMENT MUST BE IN ACCORDANCE WITH THE NOTICE AND TIME LIMITATION PROVISIONS IN SECTION 255.05(2) OR SECTION 713.23 FLORIDA STATUTES.

BOND NO: 482660P

CONTRACTOR NAME: Infinite Construction, LLC

CONTRACTOR ADDRESS: 6749 Idlewild St.
Ft. Myers, FL 33966

CONTRACTOR PHONE NO: (239) 823-6929

SURETY COMPANY: Developers Surety and Indemnity Company
PO Box 19725
Irvine, CA 92623-9725 (949) 263-3300

OWNER NAME: City of Venice, Florida

OWNER ADDRESS: 401 West Venice Avenue
Venice, FL 34285

OWNER PHONE NO.: (941) 882-7422

OBLIGEE NAME: (If contracting
entity is different from the owner,
the contracting public entity) _____

OBLIGEE ADDRESS: _____

OBLIGEE PHONE NO.: _____

BOND AMOUNT: \$ 738,769.27

CONTRACT NO.: (If applicable) ITB 3087-18

DESCRIPTION OF WORK: Venice Fishing Pier Rehabilitation

PROJECT LOCATION: 1600 Harbor Dr. S., Venice Island, FL 34285

LEGAL DESCRIPTION:
(If applicable) _____

FRONT PAGE

All other bond page(s) are deemed subsequent to this page regardless of any page number(s) that may be printed thereon.

THE ATTACHED STATUTORY COVER PAGE FORMS AND BECOMES A PART OF THIS BOND
PUBLIC WORKS PAYMENT BOND

Bond No. 482660P
Executed in 2 counterparts

KNOW ALL MEN BY THESE PRESENTS:

THAT Infinite Construction LLC, as Principal, hereinafter called Contractor; and Developers Surety and Indemnity Company, a corporation of the State of Florida*, as surety, hereinafter called Surety, are held and firmly bound unto the City of Venice as Obligee, hereinafter called the City, in the amount of Seven Hundred Thirty-Eight Thousand, Seven Hundred Sixty-Nine & 27/100s Dollars (\$738,769.27), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

*California

WHEREAS, Contractor has by written agreement dated the _____ day of _____, 2018, entered into a Contract with the City for the following described project: **Venice Fishing Pier Rehabilitation, ITB 3087-18:** 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.

THE ATTACHED STATUTORY COVER PAGE FORMS AND BECOMES A PART OF THIS BOND

PUBLIC WORKS PERFORMANCE BOND

Bond No. 482660P
Executed in 2 counterparts

KNOW ALL MEN BY THESE PRESENTS:

THAT Infinite Construction, LLC, as Principal, hereinafter called Contractor; and Developers
Surety and Indemnity Company, a corporation of the State of Florida,* as surety, hereinafter called Surety,
are held and firmly bound unto the City of Venice as Obligee, hereinafter called the City, in the amount
of Seven Hundred ThirtyEight Thousand, Seven Hundred Sixty-Nine & 27/100s Dollars
(\$738,769.27), 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 *California day of
 , 2018, entered into a Contract with the City of Venice for the following
described project: **Venice Fishing Pier Rehabilitation, ITB 3087-18**: 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 one (1) year from the date on which final payment under the Contract falls due; except that, this bond does not limit the City's ability to pursue suits directly against the Contractor seeking damages for latent defects in materials or workmanship, such actions being subject to the limitations found in Section 95.11(3)(c), Florida Statutes.

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 20th day of August, AD., 2018.

IN THE PRESENCE OF:

INFINITE CONSTRUCTION, LLC

Miguel Flores
Miguel Flores

BY: P. Kirilinas
Paulius Kirilinas

INSURANCE COMPANY
Developers Surety and Indemnity Company

BY: Lisa Roseland
Agent and Attorney-in-Fact Lisa Roseland
Inquiries (407) 786-7770

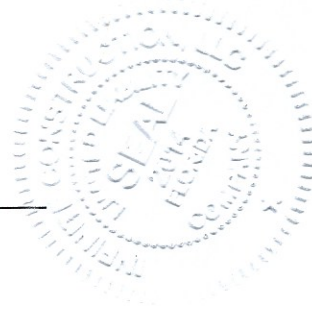
SIGNED AND SEALED this 20th day of August, A.D., 2018.

IN THE PRESENCE OF:

INFINITE CONSTRUCTION, LLC

Miguel Flores
Miguel Flores

BY: P. Kirilinas
Paulius Kirilinas

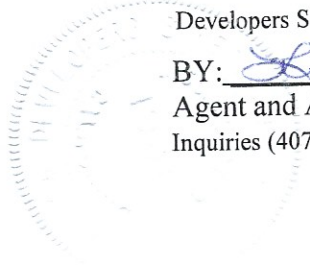


INSURANCE COMPANY

Developers Surety and Indemnity Company

BY: Lisa Roseland

Agent and Attorney-in-Fact Lisa Roseland
Inquiries (407) 786-7770



**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300**

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

Kim E. Niv, Patricia L. Slaughter, Leslie M. Donahue, Jeffrey W. Reich, Susan L. Reich, Teresa L. Durham, Don Bramlage, Gloria A. Richards, Lisa Roseland, Cheryl Foley, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers 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 shall be valid and binding upon the corporations 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, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this 6th day of February, 2017.

By:


Daniel Young, Senior Vice-President

By:


Mark Lansdon, Vice-President



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On February 6, 2017 before me, _____
Date

Lucille Raymond, Notary Public
Here Insert Name and Title of the Officer

personally appeared _____

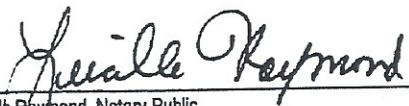
Daniel Young and Mark Lansdon
Name(s) of Signer(s)

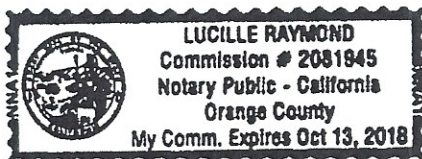
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____


Lucille Raymond, Notary Public



Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this _____

day of _____

By:


Cassie J. Barrisford, Assistant Secretary

ATS-1002 (02/17)



EXHIBIT B

BID ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL COST
1	Mobilization	1	LS	\$8,048.96	\$8,048.96
2	General conditions	1	LS	\$37,852.50	\$37,852.50
3	Demo and dispose of existing railings	1,536	FT	\$14.50	\$22,272.00
4	Demo and dispose of existing decking	12,038	SF	\$2.91	\$35,030.58
5	Demo / secure existing services	1	LS	\$6,127.85	\$6,127.85
6	Demo and dispose of existing bait shack	1	LS	\$2,506.62	\$2,506.62
7	Correct stringers alignment	2,735	FT	\$1.50	\$4,102.50
8	Supply and install new decking	12,038	SF	\$19.14	\$230,407.32
9	Supply and install new railings	1,536	LF	\$122.37	\$187,960.32
10	Supply and install new bait shack	1	LS	\$22,146.83	\$22,146.83
11	Supply and install pigeon deterrent system	12,038	SF	\$2.97	\$35,752.86
12	Supply and install new fish cleaning stations	6	EACH	\$1,505.93	\$9,035.58
13	Supply and install new rod holders	20	EACH	\$146.29	\$2,925.80
14	Restore electrical service	1	LS	\$12,075.00	\$12,075.00
15	Supply and install new lights	23	EACH	\$1,337.38	\$30,759.74
16	Restore plumbing service	1	LS	\$2,428.19	\$2,428.19
17	Demobilize	1	LS	\$533.05	\$533.05
TOTAL NOT TO EXCEED LUMP SUMP BASE BID:					\$649,965.70
10% OWNERS CONTINGENCY:					\$64,996.57
TOTAL NOT TO EXCEED LUMP SUMP BASE BID WITH 10% OWNERS CONTINGENCY:					\$714,962.27
Alternate A - Under Handrail Lighting Alternative					Add / (Deduct)
	Replace lighting poles with FWC Marine Turtle vandalism resistant under handrail lights including design and permitting of the new light fixtures, removal of existing light poles and pigeon deterrent installation on light pole pad remaining.	1	LS		\$23,807.00
TOTAL NOT TO EXCEED LUMP SUMP ALTERNATE A:					\$23,807.00

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. If applicable, coverage for the Jones Act and Longshore Harbor Workers Exposures must also be included.
 - d) **Installation Floater/Installation Builders' Risk-Property Coverage:** Policy to cover direct physical loss or damage to materials, supplies, machinery, and equipment being installed, constructed or rigged by the contractor in conjunction with its installation or construction. All items involved in the project including drainage/water sewer pipes, etc. (as included in description of project) need to be insured for the total completed replacement value. Coverage should include perils of fire, theft, vandalism,

windstorm/hail, collapse and transit, sewer backup, testing, equipment breakdown, waterborne property. Coverage shall start when the items to be installed are transported to City premises and remain in place until the interest of the contractors ceases or the City accepts possession whichever comes first. Coverage should apply to owned property and non-owned property in the contractor's care, custody and control. The installation coverage forms shall provide coverage for building materials and supplies at the construction site, in transit to the site and similar property intended for the construction project at other locations as necessary or because of lack of storage space at the construction site. Coverage should apply on a Primary basis and should include a Waiver of Subrogation. Contractor should be responsible for any deductibles.

5. Policy Form:

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

- g) Claims Made Policies will be accepted for professional and hazardous materials and such other risks as are authorized by the City. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two years. If provided as an option, the Contractor agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.
- h) Certificates of Insurance evidencing Claims Made or Occurrence form coverage and conditions to this Contract, as well as the City's Bid Number and description of work, are to be furnished to the City's Director of Administrative Services, 401 West Venice Avenue, Venice, FL 34285, ten (10) business days prior to commencement of work and a minimum of thirty (30) calendar days prior to expiration of the insurance policy.
- i) Notices of Accidents and Notices of Claims associated with work being performed under this Contract, shall be provided to the Contractor's insurance company and the City's Director of Administrative Services, as soon as practicable after notice to the insured.
- j) All property losses shall be payable to, and adjusted with, the City.