



MEMORANDUM

City of Venice

Finance Department

TO: Ed Lavalley, City Manager *[Signature]*

THROUGH: Linda Senne, Finance Director *[Signature]*

FROM: Peter Boers, Procurement Manager *[Signature]*

DATE: August 24, 2018

COUNCIL APPROVAL: Yes

MEETING DATE: September 11, 2018

STRATEGIC PLAN GOAL: Upgrade and Maintain City Infrastructure and Facilities

SUBJECT: Approval of Contract With Andrew Site Work, LLC in The Amount of \$1,017,286.64 for East Gate Water Main Replacement, Phase 1

Background: At the request of the Utilities Department, Procurement has solicited sealed bids for Invitation to Bid, ITB 3082-18, East Gate Water Main Replacement Phase 1. On July 31, 2018, four (4) responsive and responsible bids were received.

Upon evaluation of the bids staff recommends award to Andrew Site Work, LLC of Ft Myers, Florida, as the lowest responsive and responsible bidder, in the amount of \$1,017,286.64. A Notice of Intent to Award was issued on August 22, 2018. 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 Contract with Andrew Site Work, LLC in the amount of \$1,017,286.64 for East Gate Water Main Replacement, Phase 1

City Attorney Review/Approved: Yes

Risk Management Review: Yes

Finance Department Review/Approved: Yes

Funds Availability (account number): Funds appropriated in the Utilities Fund for Fiscal Year 2018

ORIGINAL(S) ATTACHED: Bid Tabulation, Recommendation of Award, Notice of Intent to Award, Signed Contract

Cc: Javier Vargas, Utilities Director



MEMORANDUM

City of Venice

Utilities Department

TO: Peter Bores, Procurement Manager

THROUGH: Javier Vargas, Utilities Director

FROM: John A. Banks, Jr., PE, Utilities Project Manager

DATE: August 20, 2018

COUNCIL APPROVAL: Yes

STRATEGIC PLAN GOAL: Upgrade and Maintain City Infrastructure and Facilities

SUBJECT: East Gate Terrace Utilities Replacement – Phase 1; Construction Contract

Background: The subject project bid on July 31, 2018. Four bids were received. The apparent low bid was \$1,017,286.64. After review of the bids and review of the qualifications of the low bidder, Andrews Sitework, LLC., the Engineer of Record found no reason to not award the bid to the lowest bidder. The attached document provides the EOR's recommendation for award of the subject project. Utilities Department staff have reviewed the bids received, the recommendation from the EOR, and has experience working with the low bidder.

Requested Action: The Recommendation for Construction Contract Award should be placed on the next available City Council meeting agenda for approval.

If further information is needed, please do not hesitate to contact me.

ORIGINAL(S) ATTACHED: Award Recommendation letter from Jones Edmunds dated August 15, 2018.

Cc: Kelly Treat

August 15, 2018

Peter Boers
Finance – Procurement Department
City of Venice
401 W. Venice Avenue
Venice, Florida 34285

RE: City of Venice
East Gate Water Main Replacement – Phase 1
City of Venice Project No.: ITB-3082-18
Jones Edmunds Project No.: 22120-001-01
Evaluation of Apparent Low Bidder

Dear Mr. Boers,

This letter summarizes the construction contract bids received for the East Gate Water Main Replacement – Phase 1 Project. The City of Venice advertised for bids on June 16th and 20th of 2018 in the Sarasota Herald-Tribune and DemandStar. Based on interest from the four contractors who submitted bids, Jones Edmunds believes the project was well advertised. The four bids were received at Venice City Hall on Tuesday, July 31, 2018, and read publicly. The Base Bids for these four bidders ranged from \$1,010,486.76 (corrected to \$1,017,286.64 as noted below) to \$1,427,529.49.

Andrew Sitework, LLC. submitted the lowest bid for \$1,010,486.76 (corrected to \$1,017,286.64 as noted below). Jones Edmunds has reviewed the submitted bid package provided by Andrew Sitework, LLC. with the following findings:

- The Bid was responsive and all addendums were acknowledged.
- Bid security was provided.
- Andrew Sitework, LLC. is not a federally debarred contractor.
- Jones Edmunds ran a D&B report on Andrew Sitework, LLC and they were marked as a low risk for late payment.
- Jones Edmunds investigated the Contractor's experience, reputation, performance, past projects, and outstanding projects and finds the Contractor appears capable to perform the work on this project based on the information received.
- Discrepancies were discovered between unit prices and multiplied units for several bid items. In accordance with Section 00200 Instructions to Bidders, Part 16.03,

Peter Boers

August 15, 2018

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"Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices." Resolving the discrepancies results in a corrected bid amount of \$1,017,286.64. The corrected amount remains the lowest bid amount.

While the final determination of which contractor will be awarded this project will be made by City of Venice, Jones Edmunds believes the bid to be responsive, and based on the findings above, does not take exception to awarding the project to Andrew Sitework, LLC. for the corrected bid amount of \$1,017,286.64.

If you have any questions or comments, feel free to contact me at (941) 358-1440 or Dyoung@jonesedmunds.com.

Sincerely,



Douglas R. Young, PE
Senior Engineer
7230 Kyle Court
Sarasota, Florida 34240

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Xc: Jeff Crowley, Jones Edmunds



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

NOTICE OF INTENT TO AWARD

BID NUMBER: ITB 3082-18

BID TITLE: East Gate Water Main Replacement – Phase 1

DUE DATE AND TIME: July 31 2018 at 2:00PM

RESPONDENTS:

Company Name	City	County	Base Bid
Andrew Site Work, LLC	Fort Myers, FL	Lee	\$1,017,286.64
A2 Group, Inc.	Port Charlotte, FL	Charlotte	\$1,427,529.49
Quality Enterprises USA	Naples, FL	Collier	\$1,356,017.50
Westra Construction Corp.	Palmetto, FL	Manatee	\$1,343,211.00
Woodruff & Sons, Inc.	Bradenton, FL	Manatee	No Bid

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

RESULTS: Andrew Site Work, LLC, having submitted the lowest responsive and responsible bid is recommended for award.

By: 
Peter A. Boers, Procurement Manager

Date: 8/20/2018

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 Andrew Site Work, LLC, 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) # **3082-18 East Gate Water Main Replacement – Phase 1**, including: standard general conditions, supplemental conditions, special conditions, technical specifications, drawings, Contractor's bid proposal for ITB 3082-18, 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 **Two-Hundred and 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: **One Million Seventeen Thousand Two Hundred Eighty-Six & 64/100s Dollars (\$1,017,286.64)**.

(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 Services under 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 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 Services under 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.

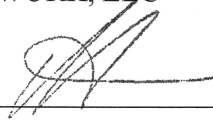
IN WITNESS WHEREOF, the parties to the agreement have hereunto set their hands and seals and have executed this agreement, the day and year first above written.

ATTEST:



Nick Yagelski
Signed by (typed or printed)

ANDREW SITE WORK, LLC

BY: 

Ralph Andrew
Signed by (typed or printed)

(SEAL)

ATTEST:

CITY CLERK

CITY OF VENICE
IN SARASOTA COUNTY, FLORIDA

BY: _____
JOHN HOLIC, MAYOR

Approved as to Form and Correctness

Kelly M. Fernandez, City Attorney

**FRONT PAGE OF
PUBLIC PAYMENT BOND**

Florida Statute 255.05

BOND NO. 964220837

CONTRACTOR: Andrew Site Work, LLC
2511 Palm Avenue
Fort Myers, FL 33916
239-226-1606

SURETY: The Ohio Casualty Insurance Company
175 Berkeley Street
Boston, MA 02116
617-357-9500

AGENT: Nielson, Rosenhaus & Associates, Inc.
8401 Lake Worth Road, Suite 2-231
Lake Worth, FL 33467
727-209-1803

OBLIGEE: City of Venice
401 W. Venice Avenue
Venice, FL 34285
941-882-7390

PROJECT: East Gate Water Main Replacement – Phase 1
ITB No. 3082-18

LOCATION: Bound by Venice Ave to the North, Groveland Ave to the South, Home Park
Rd to the East and US 41 to the West, Venice, Florida

PUBLIC WORKS PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT Andrew Site Work, LLC, as Principal, hereinafter called Contractor; and The Ohio Casualty Insurance 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 (\$1,017,286.64) One Million Seventeen Thousand Two Hundred Eighty-Six & 64/100's Dollars, 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 _____, 20__, entered into a Contract with the City for the following described project: **ITB# 3082-18 East Gate Water Main Replacement – Phase 1** which Contract is by reference incorporated herein and made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if Contractor shall promptly make payments to all persons supplying Contractor labor, materials and supplies, used directly or indirectly by the said Contractor or Subcontractors in the prosecution of the work provided for in said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

PROVIDED FURTHER, that this Bond is issued pursuant to Section 255.05, Florida Statutes, and reference is hereby made to the notice and time limitations in said statute for making claims against this Bond.

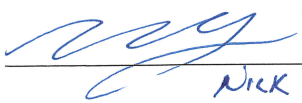
PROVIDED FURTHER, that any suit under this Bond must be instituted before the expiration of one (1) year from the performance of the labor or completion of delivery of the materials or supplies.

PROVIDED FURTHER, no right of action shall accrue on this Bond to or for the use of any person or corporation other than the City named herein and those persons or corporations provided for by Section 255.05, Florida Statutes, their heirs, executors, administrators, successors or assigns.

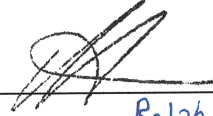
SIGNED AND SEALED this 30th day of August, A.D., 2018.

IN THE PRESENCE OF:

CONTRACTOR Andrew Sitework, LLC




Nick Vagelski

BY: 

Ralph Andicw

INSURANCE COMPANY The Ohio Casualty Insurance Company


BY: _____
Agent and Attorney-in-Fact
Brett Rosenhaus

PUBLIC WORKS PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT Andrew Site Work, LLC, as Principal, hereinafter called Contractor; and The Ohio Casualty Insurance 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 (\$1,017,286.64) One Million Seventeen Thousand Two Hundred Eighty-Six & 64/100's Dollars, 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 _____, 20____, entered into a Contract with the City of Venice for the following described project: **ITB# 3082-18 East Gate Water Main Replacement – Phase 1** which Contract is by reference incorporated herein and made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Contractor shall promptly and faithfully perform the Contract during the original term thereof and any extensions thereof which may be granted by the City with or without notice to the Surety and during any guarantee or warranty period, including the obligation to correct any latent defects not discovered until after acceptance of the project by the City, and if he shall satisfy all claims and demands incurred under said Contract and shall fully indemnify and save harmless the City, its agents, Engineer and employees from all losses, damages, expenses, costs and Attorney's Fees, including appellate proceedings which it may suffer by reason of failure to do so, and shall reimburse and repay the City all outlay and expense which the City may incur in making good any default, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED FURTHER, whenever Contractor shall be, and declared by the City to be in default under the Contract, the City having performed its obligations thereunder, the Surety may promptly remedy the default or shall promptly:

- (1) Complete the Contract in accordance with its terms and conditions; or
- (2) Obtain a bid or bids for submission to the City for completing the Contract in accordance with its terms and conditions and upon determination by the City and Surety of the lowest responsible bidder, arrange for a Contract between such bidder and City and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion, less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price" as used in this paragraph, shall mean the total

amount payable by the City to Contractor under the Contract and any amendments thereto, less the amount properly paid by the City to the Contractor.

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


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

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

SIGNED AND SEALED this 30th day of August, AD., 2018.

IN THE PRESENCE OF:

CONTRACTOR Andrew Sitework, LLC



Nick Yagorski

BY: _____



Ralph Andrew

INSURANCE COMPANY The Ohio Casualty Insurance Company

BY: _____



Agent and Attorney-in-Fact
Brett Rosenhaus

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 8081686

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, **Brett Rosenhaus; Tracey Boone-Brown; Emily Golecki; John R. Neu; Daniel F. Oaks; Becky Stanton; Kevin Wojtowicz**

all of the city of Saint Petersburg, state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 2nd day of May, 2018.



STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 2nd day of May, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, 20_____.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

EXHIBIT B

BID SCHEDULE					
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Mobilization/Demobilization	LS	1		\$41,603.64
2	Environmental Protection	LS	1		\$4,579.00
3	Maintenance of Traffic	LS	1		\$23,695.00
4	Grout and Abandon Existing Water Main				
4a	4-inch AC Water Main	LF	6,210	\$ 4.00	\$24,840.00
4b	8-inch PVC Water Main	LF	150	\$ 6.00	\$900.00
4c	Asbestos Cement Pipe Removal and Disposal	LF	100	\$ 17.00	\$1,700.00
5	Water Main				
5a	6-inch by Horizontal Directional Drilling	LF	3,737	\$ 77.00	\$287,749.00
5b	6-inch by Open Cut	LF	337	\$ 64.00	\$21,568.00
6	Water Service - Main to Meter				
6a	Short Side				
6a1	Single	EA	24	\$ 1,443.00	\$34,632.00
6a2	Double	EA	6	\$ 2,270.00	\$13,620.00
6b	Long Side				
6b1	Single	EA	27	\$ 1,733.00	\$46,791.00
6b2	Double	EA	6	\$ 2,866.00	\$17,196.00
7	House Service Line - Meter to House	LF	6700	\$ 16.00	\$107,200.00
7a	Contractor/Property Owner Coordination	EA	70	\$ 143.00	\$10,010.00
8	Relocate Reduced Pressure Principal Assemblies	EA	7	\$ 743.00	\$5,201.00
9	Relocate Dual Check Valve Assemblies	EA	24	\$ 625.00	\$15,000.00
10	Fittings				
10a	4-inch DI Sleeve	EA	1	\$ 695.00	\$695.00
10b	4-inch DI 45° Bend	EA	2	\$ 684.00	\$1,368.00
10c	4-inch DI Cap	EA	7	\$ 345.00	\$2,415.00
10d	6-inch DI Sleeve	EA	1	\$ 775.00	\$775.00
10e	6-inch X 4-inch Reducer	EA	2	\$ 704.00	\$1,408.00
10f	6-inch DI Tee	EA	1	\$ 1,188.00	\$1,188.00
10g	6-inch DI 45° Bend	EA	10	\$ 764.00	\$7,640.00
10h	6-inch DI 90° Bend	EA	1	\$ 803.00	\$803.00
10i	8-inch DI Sleeve	EA	2	\$ 1,103.00	\$2,206.00
10j	8-inch DI 90° Bend	EA	2	\$ 930.00	\$1,860.00
11	Valves				
11a	4-inch Gate Valve	EA	2	\$ 1,316.00	\$2,632.00
11b	6-inch Gate Valve	EA	4	\$ 1,478.00	\$5,912.00
11c	6-inch Insertion Type Valve	EA	1	\$ 10,357.00	\$10,357.00
11d	8-inch Gate Valve	EA	1	\$ 1,832.00	\$1,832.00
12	6-inch Tapping Valve	EA	4	\$ 4,468.00	\$17,872.00
13	Fire Hydrant Assembly	EA	8	\$ 5,068.00	\$40,544.00

EXHIBIT B

BID SCHEDULE					
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
14	Auto Flusher	EA	1	\$ 9,550.00	\$9,550.00
15	Asphalt Pavement Restoration	SF	7782	\$ 8.00	\$62,256.00
16	Private Property Restoration				
16a	Sod	SF	8350	\$ 3.00	\$25,050.00
16b	Brick Pavers	SF	20	\$ 28.00	\$560.00
16c	Asphalt/Concrete Drive	SF	45	\$ 27.00	\$1,215.00
16d	Asphalt/Concrete Walkway	SF	375	\$ 18.00	\$6,750.00
16e	Loose Stone/Gravel	SF	105	\$ 7.00	\$735.00
16f	Landscaping	SF	1360	\$ 13.00	\$17,680.00
16g	Unavoidable Obstructions	EA	2	\$ 1,014.00	\$2,028.00
17	Record Drawings	LS	1		\$20,671.00
18	Owner's Allowance	Allowance		\$ 100,000.00	\$100,000.00
19	Permit Fee Allowance	Allowance		\$ 15,000.00	\$15,000.00
		TOTAL (Items 1 through 19, inclusive)			\$1,017,286.64

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, 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
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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
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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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ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/23/2018

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

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

PRODUCER BB&T-Oswald Trippe and Company 13515 Bell Tower Drive Fort Myers, FL 33907 239 433-4535	CONTACT NAME: Mary Hoshor	
	PHONE (A/C, No, Ext): 239-433-7149	FAX (A/C, No): 866-802-8680
	E-MAIL ADDRESS: mhoshor@bbandt.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : FCCI Insurance Company	10178
INSURED Andrew Site Work LLC 2511 Palm Avenue Fort Myers, FL 33916	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:1,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	GL00159255	09/15/2017	09/15/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X		CA10000633402	09/15/2017	09/15/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$10000	X		UMB10001793201	09/15/2017	09/15/2018	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	001WC17A72134	04/01/2018	04/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Contractors - Leased/Rented Equipment			CM00077965	09/15/2017	09/15/2018	\$500,000 Limit \$5,000 Deductible


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

ITB# 3082-18 East Gate Water Main Replacement Phase 1

When required by contract for various jobs, The City of Venice, its elected officials, officers, agents and employees are named as additional insureds with respect to Commercial General Liability per blanket additional insured endorsement CGL084 and also for the Auto Policy. Coverage is primary and non contributory per form CGL025. A General Liability Waiver of Subrogation applies per form CGL088. (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

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

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DESCRIPTIONS (Continued from Page 1)

Cancellation Policy Provisions: 30 Day Notice of Cancellation applies with 10 Day Notice of Cancellation for Non Payment of Premium.

Workers Comp Coverage includes USL&H Coverage