



MEMORANDUM

City of Venice

Finance Department

TO: Ed Lavallee, City Manager

THROUGH: Linda Senne, Finance Director

FROM: Peter Boers, Procurement Manager

DATE: January 10, 2020

COUNCIL APPROVAL: Yes

MEETING DATE: January 28, 2020

STRATEGIC PLAN GOAL: Upgrade and Maintain City Infrastructure and Facilities

SUBJECT: Approval of Contract with Thompkins Contracting, Inc., in the Amount of \$2,121,795.52, for the Water Main Replacement Program- Phase 6 Project

Background: At the request of the Utilities Department, Procurement has solicited sealed bids for Invitation to Bid, ITB 3105-19, Water Main Replacement Program- Phase 6. On August 21, 2019, three (3) responsive and responsible bids were received. Upon evaluation of the bids staff recommends award to Thompkins Contracting, Inc. of Lehigh Acres, FL, as the lowest responsive and responsible bidder, in the amount of \$2,121,795.52. A Notice of Intent to Award was issued on September 27, 2019.

The Utilities Department has reviewed the bid responses and concurs with the attached Consulting Engineer's recommendations.

Requested Action: Approval of Contract with Thompkins Contracting, Inc., in the amount of \$2,121,795.52, for the Water Main Replacement Program- Phase 6 project.

If for an agenda item, this document and any associated backup created by City of Venice staff has been reviewed for ADA compliance: Yes

City Attorney Review/Approved: Yes

Risk Management Review: Yes

Finance Department Review/Approved: Yes

Funds Availability (account number): Funds are appropriated in the Utilities Fund for Fiscal Year 2020

ORIGINAL(S) ATTACHED: Notice of Intent to Award, Recommendation from Consulting Engineer, Draft Contract

Cc: Javier Vargas, Utilities Director, Patience Anastasio, Capital Projects Manager



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

NOTICE OF INTENT TO AWARD

BID NUMBER: ITB 3105-19

BID TITLE: Water Main Replacement Program – Phase 6

DUE DATE AND TIME: August 21, 2019

RESPONDENTS:

Company Name	City	County	Base Bid
Andrew Sitework, LLC	Fort Myers, FL	Lee	\$2,281,449.00
Quality Enterprises USA, Inc.	Naples, FL	Collier	\$2,459,515.00
Thompkins Contracting, Inc.	Lehigh Acres, FL	Lee	\$2,121,795.52

AWARD: Lowest responsive and responsible Base Bid.

RESULTS: **Thompkins Contracting, Inc.**, having submitted the lowest responsive and responsible bid is recommended for award.

By: 
Peter A. Boers, Procurement Manager

Date: 09/27/2019



is now



September 27, 2019

Mr. John Banks, P.E.
Utilities Project Manager
City of Venice Utilities Department
Administration Office
3510 East Laurel Road
Nokomis, FL 34275

Re: Water Main Replacement Program Phase 6
Recommendation of Award
ITB# 3105-19

Dear Mr. Banks:

On Wednesday, August 21, 2019, bids were received for the above-referenced project. Three contractors submitted responsive bids which Ardurra Group, Inc. (Ardurra) reviewed for completeness and accuracy.

Thompkins Contracting (Thompkins) submitted the apparent low Total Bid Price of Two Million One Hundred Twenty-One Thousand Seven Hundred Ninety-Five Dollars and Fifty-Two Cents (\$2,121,795.52). A Bid Tabulation is attached for your reference.

Ardurra was able to contact four (4) of Thompkins' references. All four provided positive feedback. Copies of the records from these reference interviews are attached. To further understand Thompkins' experience with similar projects and their understanding and acceptance of the requirements of this project, a meeting was held with Thompkins on September 18, 2019. Minutes of that meeting are also attached.

Thompkins Contracting's Total Bid Price appears reasonable. In addition, based on discussions with their references, and the discussions at the 9/18/19 meeting, they appear capable of performing the work. We therefore recommend that the contract be awarded to Thompkins Contracting in the above referenced amount (\$2,121,795.52).

Please feel free to contact me if you have any questions or need additional information.

Sincerely,

A handwritten signature in blue ink that reads "Christopher F. Kuzler".

Christopher F. Kuzler, P.E.
Managing Principal

CFK/KND/LLM

Enclosures

cc: Chris Sharek, P.E.
Kaitlin Dulaney, E.I.
File 0184-0029-2016-0042

CITY OF VENICE, FL
ITB# 3105-19 WATER MAIN REPLACEMENT PROGRAM, PHASE 6
BID TABULATION

				Thompkins Contracting		Andrew Sitework, LLC		Quality Enterprises	
Item No.	Description	Quantity	Unit	Unit Bid Price	Total Amount	Unit Bid Price	Total Amount	Unit Bid Price	Total Amount
1	6" Water Main Installed by HDD Method	6,325	LF	\$ 43.14	\$ 272,860.50	\$ 44.00	\$ 278,300.00	\$ 55.00	\$ 347,875.00
2	6" Water Main Installed by Open Cut Method	1,400	LF	\$ 56.30	\$ 78,820.00	\$ 139.00	\$ 194,600.00	\$ 112.00	\$ 156,800.00
3	12" Water Main Installed by Open Cut Method	20	LF	\$ 102.50	\$ 2,050.00	\$ 244.00	\$ 4,880.00	\$ 250.00	\$ 5,000.00
4	Ductile Iron Fittings	2.5	TN	\$ 20,772.26	\$ 51,930.65	\$ 1,295.00	\$ 3,237.50	\$ 33,600.00	\$ 84,000.00
5	6" Resilient Wedge Gate Valve with Box	26	EA	\$ 1,846.83	\$ 48,017.58	\$ 1,558.00	\$ 40,508.00	\$ 1,890.00	\$ 49,140.00
6	8" Tapping Sleeves and Valves	2	EA	\$ 3,406.99	\$ 6,813.98	\$ 5,687.00	\$ 11,374.00	\$ 3,750.00	\$ 7,500.00
7	12" Tapping Sleeves and Valves	3	EA	\$ 3,838.81	\$ 11,516.43	\$ 6,154.00	\$ 18,462.00	\$ 4,240.00	\$ 12,720.00
8	4" Insert Valve	1	EA	\$ 1,653.73	\$ 1,653.73	\$ 10,305.00	\$ 10,305.00	\$ 10,000.00	\$ 10,000.00
9	6" Insert Valve	1	EA	\$ 2,546.92	\$ 2,546.92	\$ 12,139.00	\$ 12,139.00	\$ 10,850.00	\$ 10,850.00
10	12" Insert Valve	1	EA	\$ 3,754.91	\$ 3,754.91	\$ 20,117.00	\$ 20,117.00	\$ 26,750.00	\$ 26,750.00
11	Fire Hydrant Assemblies	6	EA	\$ 5,668.02	\$ 34,008.12	\$ 5,161.00	\$ 30,966.00	\$ 5,300.00	\$ 31,800.00
12	Water Service From New Water Mains with New Meter Box (Near Side Single)	25	EA	\$ 1,920.63	\$ 48,015.75	\$ 1,407.00	\$ 35,175.00	\$ 1,450.00	\$ 36,250.00
13	Water Service From New Water Mains with New Meter Box (Near Side Tandem)	12	EA	\$ 3,326.77	\$ 39,921.24	\$ 2,043.00	\$ 24,516.00	\$ 3,300.00	\$ 39,600.00
14	Water Service From New Water Mains with New Meter Box (Near Side Multi)	9	EA	\$ 4,386.66	\$ 39,479.94	\$ 6,581.00	\$ 59,229.00	\$ 8,600.00	\$ 77,400.00
15	Water Service From New Water Mains with New Meter Box (Far Side Single)	32	EA	\$ 2,290.50	\$ 73,296.00	\$ 2,105.00	\$ 67,360.00	\$ 2,150.00	\$ 68,800.00
16	Water Service From New Water Mains with New Meter Box (Far Side Tandem)	19	EA	\$ 2,614.36	\$ 49,672.84	\$ 2,551.00	\$ 48,469.00	\$ 4,300.00	\$ 81,700.00
17	Water Service From New Water Mains with New Meter Box (Far Side Multi)	6	EA	\$ 5,692.45	\$ 34,154.70	\$ 9,335.00	\$ 56,010.00	\$ 8,650.00	\$ 51,900.00
18	Install Water Meter	102	EA	\$ 612.76	\$ 62,501.52	\$ 849.00	\$ 86,598.00	\$ 350.00	\$ 35,700.00
19	Install Water Meter and Relocate Dual Check Valve Assemblies	29	EA	\$ 748.23	\$ 21,698.67	\$ 1,095.00	\$ 31,755.00	\$ 2,300.00	\$ 66,700.00
20	Install Water Meter and Relocate RPZ Assemblies	58	EA	\$ 748.23	\$ 43,397.34	\$ 1,283.00	\$ 74,414.00	\$ 2,300.00	\$ 133,400.00
21	Furnish Dual Check Valve Assemblies	10	EA	\$ 1,343.17	\$ 13,431.70	\$ 54.50	\$ 545.00	\$ 3,100.00	\$ 31,000.00
22	Furnish RPZ Assemblies	5	EA	\$ 3,919.08	\$ 19,595.40	\$ 641.00	\$ 3,205.00	\$ 2,450.00	\$ 12,250.00
23	Install Dual Check Valve Assemblies	10	EA	\$ 1,038.16	\$ 10,381.60	\$ 544.50	\$ 5,445.00	\$ 865.00	\$ 8,650.00
24	Install RPZ Assemblies	5	EA	\$ 1,245.79	\$ 6,228.95	\$ 1,028.00	\$ 5,140.00	\$ 865.00	\$ 4,325.00
25	New 1" Water Service Connections from Meter Assemblies to Water Service Connections and/or Irrigation System	15,300	LF	\$ 14.69	\$ 224,757.00	\$ 12.10	\$ 185,130.00	\$ 5.15	\$ 78,795.00
26	New 1 ½ " Water Service Connections from Meter Assemblies to Water Service Connections	6,600	LF	\$ 15.55	\$ 102,630.00	\$ 14.18	\$ 93,588.00	\$ 6.70	\$ 44,220.00
27	New 2" Water Service Connections from Meter Assemblies to Water Service Connections	4,400	LF	\$ 24.87	\$ 109,428.00	\$ 16.70	\$ 73,480.00	\$ 8.00	\$ 35,200.00
28	Private Property Restoration - Sod	14,475	LF	\$ 2.33	\$ 33,726.75	\$ 3.60	\$ 52,110.00	\$ 1.85	\$ 26,778.75
29	Private Property Restoration - Concrete/Brick Pavers	1,325	LF	\$ 39.38	\$ 52,178.50	\$ 7.20	\$ 9,540.00	\$ 28.00	\$ 37,100.00
30	Private Property Restoration - Asphalt Driveway	3,675	LF	\$ 24.59	\$ 90,368.25	\$ 17.00	\$ 62,475.00	\$ 6.25	\$ 22,968.75

CITY OF VENICE, FL
ITB# 3105-19 WATER MAIN REPLACEMENT PROGRAM, PHASE 6
BID TABULATION

				Thompkins Contracting		Andrew Sitework, LLC		Quality Enterprises	
Item No.	Description	Quantity	Unit	Unit Bid Price	Total Amount	Unit Bid Price	Total Amount	Unit Bid Price	Total Amount
31	Private Property Restoration - Concrete Driveway/Walkway	525	LF	\$ 46.53	\$ 24,428.25	\$ 19.30	\$ 10,132.50	\$ 11.50	\$ 6,037.50
32	Private Property Restoration - Loose Stone/Gravel	2,625	LF	\$ 12.19	\$ 31,998.75	\$ 2.40	\$ 6,300.00	\$ 10.00	\$ 26,250.00
33	Private Property Restoration - Landscaping	3,675	LF	\$ 6.47	\$ 23,777.25	\$ 12.00	\$ 44,100.00	\$ 20.00	\$ 73,500.00
34	Private Property Restoration - Unavoidable Obstructions (e.g. wall, wood deck)	2	EA	\$ 25,884.07	\$ 51,768.14	\$ 907.50	\$ 1,815.00	\$ 3,000.00	\$ 6,000.00
35	Contractor/Property Owner Coordination	118	EA	\$ 124.54	\$ 14,695.72	\$ 54.50	\$ 6,431.00	\$ 225.00	\$ 26,550.00
36	Abandonment of Existing Water Mains	12,650	LF	\$ 6.07	\$ 76,785.50	\$ 5.40	\$ 68,310.00	\$ 5.80	\$ 73,370.00
37	Abandon Existing Main at Asbestos Cement Pipe	1	EA	\$ 1,387.88	\$ 1,387.88	\$ 1,322.00	\$ 1,322.00	\$ 5,000.00	\$ 5,000.00
38	Tie New Water Main into Asbestos Cement Main	3	EA	\$ 3,001.46	\$ 9,004.38	\$ 4,550.00	\$ 13,650.00	\$ 4,125.00	\$ 12,375.00
39	Asphalt Restoration	875	SY	\$ 51.42	\$ 44,992.50	\$ 90.80	\$ 79,450.00	\$ 72.00	\$ 63,000.00
BASE BID SUBTOTAL				\$ 1,867,675.34		\$ 1,830,583.00		\$ 1,927,255.00	
40	Maintenance of Traffic	1	LS	\$ 43,271.37	\$ 43,271.37	\$ 83,238.00	\$ 83,238.00	\$ 55,000.00	\$ 55,000.00
41	General Conditions	1	LS	\$ 65,249.97	\$ 65,249.97	\$ 138,807.00	\$ 138,807.00	\$ 4,250.00	\$ 4,250.00
42	Mobilization and Demobilization	1	LS	\$ 30,588.84	\$ 30,588.84	\$ 113,811.00	\$ 113,811.00	\$ 358,000.00	\$ 358,000.00
43	Indemnification	1	LS	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
44	Owner's Allowance	1	LS	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00
45	Permit Fee Allowance	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
BASE BID TOTAL				\$ 2,121,795.52		\$ 2,281,449.00		\$ 2,459,515.00	

CONTRACTOR REFERENCE SUMMARY

Project: City of Venice Water Main Replacement Program - Phase 6
Bid No: 3105-19
Contractor: Thompkins Contracting
Reference: Thomas Lehnert - Banks Engineering
Date of Phone Call: September 3, 2019

1. What kind of project did the Contractor work with you on?
Regrading of soil in an area that had flooding issues and installation of stormwater drains.
2. If the project was for a small or commercial development did it include offsite utilities?
Location of project was near Old Southway Rd. (developed residential area).
3. Was the project development of an empty "greenfield" site or an existing building/site?
Area with existing utilities (10" WM in conflict had to be avoided).
4. Did the project include any horizontal directional drilling (HDD)? If so, who performed the work?
No, was not aware of any HDD jobs they have been involved with.
5. What was the construction cost of the project?
Approximately \$25,000
6. What year was the contract completed?
July 2019
7. Did Contractor do quality work, i.e. were you pleased with his performance?
Yes, stated multiple times that he was pleased with their performance.
8. Was the contractor easy to contact and work with?
Yes, stated that they were easy to communicate with.
9. Did Contractor complete work within the specified contract time period?
Yes.
10. If you had the choice, would you use this Contractor again?
Yes, repeated multiple times that he would happily work with them again.

CONTRACTOR REFERENCE SUMMARY

Project: City of Venice Water Main Replacement Program - Phase 6

Bid No: 3105-19

Contractor: Thompkins Contracting

Reference: Bill Harvey - Cross Creek of Arcadia III, LLC

Date of Phone Call: September 4, 2019

1. What kind of project did the Contractor work with you on?
Residential site development including roughly 90 lots and installation of water mains, sewer mains, lift station, and service connections for all lots.
2. If the project was for a small or commercial development did it include offsite utilities?
No, this project only included installation of utilities for a new subdivision.
3. Was the project development of an empty "greenfield" site or an existing building/site?
"Greenfield"
4. Did the project include any horizontal directional drilling (HDD)? If so, who performed the work?
No, all utilities were installed via open cut.
5. What was the construction cost of the project?
±\$1.5 million
6. What year was the contract completed?
November 2016
7. Did Contractor do quality work, i.e. were you pleased with his performance?
Yes, repeated multiple times during the conversation.
8. Was the contractor easy to contact and work with?
Yes.
9. Did Contractor complete work within the specified contract time period?
Yes.
10. If you had the choice, would you use this Contractor again?
Yes, stated that he is currently in contact with them in regard to a new site development project that he is in charge of.

CONTRACTOR REFERENCE SUMMARY

Project: City of Venice Water Main Replacement Program - Phase 6
Bid No: 3105-19
Contractor: Thompkins Contracting
Reference: Brett Carner – Immokalee Water Main Replacement
Date of Phone Call: September 4, 2019

1. What kind of project did the Contractor work with you on?
Immokalee Water Main Replacement Phase 1
2. If the project was for a small or commercial development did it include offsite utilities?
N/A, job was substantial amount of utility replacement with conflicts.
3. Was the project development of an empty “greenfield” site or an existing building/site?
Replacement of existing water main.
4. Did the project include any horizontal directional drilling (HDD)? If so, who performed the work?
Yes but Brett was unable to provide the driller’s information.
5. What was the construction cost of the project?
\$6.5 million
6. What year was the contract completed?
2019
7. Did Contractor do quality work, i.e. were you pleased with his performance?
Yes, they handled the job very well and ended up doing quality work.
8. Was the contractor easy to contact and work with?
Yes, mentioned this several times.
9. Did Contractor complete work within the specified contract time period?
Finished in the contracted time even with a slow start due to as-builts providing very little information of exiting utilities in the project area.
10. If you had the choice, would you use this Contractor again?
Yes, mentioned this several times. Stated that he was apprehensive about recommending them for the project at first due to not knowing much about them at all. However, he was very pleased with how they handled the job and would use them again in the future whenever given the opportunity.

CONTRACTOR REFERENCE SUMMARY

Project: City of Venice Water Main Replacement Program - Phase 6
Bid No: 3105-19
Contractor: Thompkins Contracting
Reference: Jody Pressley - Charlotte County Engineering Project Manager
Date of Phone Call: August 28, 2019

1. What kind of project did the Contractor work with you on?
Mentioned a few jobs in/around Charlotte County (Lift Station #1, WM along US 41, a private development project which included installation of a 16" WM).
2. If the project was for a small or commercial development did it include offsite utilities?
Was not able to answer question.
3. Was the project development of an empty "greenfield" site or an existing building/site?
Stated that jobs done for/in Charlotte County were both. Jody claims that they performed very well in the jobs that had existing utility conflicts.
4. Did the project include any horizontal directional drilling (HDD)? If so, who performed the work?
No, not that Jody is aware of.
5. What was the construction cost of the project?
Was not able to answer question.
6. What year was the contract completed?
Was not able to give definite answer for all projects, however, stated that the Lift Station job was completed this year (2019).
7. Did Contractor do quality work, i.e. were you pleased with his performance?
Yes, Jody restated multiple times that he was very pleased with their work.
8. Was the contractor easy to contact and work with?
Yes, Jody restated this multiple times throughout the conversation.
9. Did Contractor complete work within the specified contract time period?
Mentioned that on the Lift Station job that there was sort of miscommunication in regards to the coatings specification, however, Jody didn't go into much more detail and attempted to emphasize that it wasn't entirely their fault.
10. If you had the choice, would you use this Contractor again?
Yes, Jody restated multiple times that he would use them again on future projects. He admitted they have their faults, but overall they are easy to communicate with and produce quality work.

To: John Banks, PE

From: Chris Kuzler, PE

Project Name: City of Venice
Water Main Replacement Program,
Phase 6

Date: July 18, 2018

EOR Project Number: 0184-0029-2016-0042

Pre-Award Meeting Minutes

Meeting Date: September 18, 2019 11:00am

Meeting Location: City of Venice, Utility Administration Conference Room
Eastside Water Reclamation Facility
3510 Laurel Road East
North Venice, FL 34275

Attendees: See attached sign-in sheet.


A meeting was held with representatives of Thompkins Contracting, Inc. to discuss their references, similar project experience and understanding of the project. The following summarizes items that were discussed.

- Project Roles: Jason Powers, Project Manager; Joey McGinnis, Superintendent; Marty Thompkins, Owner; Ricky Acevedo, Owner; Randy May, Directional Drilling Subcontractor (Cabco).
- Marty explained that their company started as a small site development contractor 17 years ago. Three years ago they started getting into the public market and began hiring people with experience working on municipal projects. Over the past two years they've also increased their bonding capacity in order to pursue larger municipal projects.
- Joey previously worked with Bonness, Inc. (Naples) doing underground utility work.
- Representative projects include:
 - Immokalee Water Main Replacements – Federal project to replace ~60,000 LF of existing water mains, including asbestos cement pipe (Reference Project).
 - A wastewater lift station for Charlotte County (Reference Project).
 - A 12" water main on Harbor Boulevard for Charlotte County.
 - 5 Miles of water main relocations and replacements along US-41 for Charlotte County including connections to existing fire services (Hendrick Dolman, County Project Manager).
 - A 16" WM and 10" and 12" force main and reuse main along Burnt Store Road (off-site utilities for private development project designed by Avalon Engineering. Brandon is Project Manager, Travis is County inspector).

- Subconsultants:
 - Horizontal Directional Drilling: Cabco. Did the drilling for the Immokalee project. Also drilling road crossings on the Burnt Store Road project.
 - Plumbing: Franklin Plumbing. Worked with them before and have a good relationship with them.
 - Survey: Hyatt Surveying.

They will be self-performing concrete and asphalt restoration.
- They stated that they are very familiar with SRF Funding requirements and are currently doing several SRF funded roadway projects with Preferred.
- Chris Kuzler reviewed the Special Project Procedures section of the specification, paragraphs 1.20 and 1.27 through 1.33. The intent of each paragraph was discussed. Specifically:
 - Restoration
 - Working Hours and restrictions on drilling
 - Clearance of New Mains
 - As-Built Requirements (need for signed and sealed As-Built Surveys for Health Department clearances and GIS shapefiles and the completion of the project).
 - HDD Layout. They intend on using Certalok pipe.
 - Construction Schedule. Jason will prepare the schedule in Microsoft Project and will show the critical path.
 - Utility Locates
 - Construction and Demolition Debris. Asphalt and concrete do not fall within this requirement since they are typically sent for recycling. John suggested that the container they use to store the asphalt and concrete not look like a typical trash container.
- The depth of horizontal directional drill was discussed. Chris explained that the pipe is expected to be installed with 3 – 4 feet of cover and that it wouldn't be acceptable to drill deeper unless there are obvious conflicts. Thompkins stated that they wouldn't want to be deeper because that would make their service connections more difficult.
- Jason asked if there is a certain area of the project that the City would like to start work on first. It was agreed that Manatee Court could be a good starting point.
- Thompkins asked about lay down areas. They were told that there is no designated area and that they need to find one. The park at Manatee Court was mentioned, but may not be a good location due to visibility to the public.
- Chris stated that the pre-construction video needs to be approved before they can mobilize.
- Chris said that he will email Jason the project geotechnical report and that they need to raise concerns now, before the contract is executed.

MEETING ATTENDANCE ROSTER

		Water Main Replacement Phase 6				Wednesday, September 18, 2019 City of Venice Eastside WRF 11:00 a.m.	
Name	Initial	Company	Address	Office Phone	Mobile Phone	Email	
John A. Banks, PE Project Manager	<i>[Signature]</i>	City of Venice Utilities	3510 E. Laurel Rd., Nokomis FL 34275	941-882-7297	941-234-6498	jbanks@venicegov.com	
Dave Guilmette Utilities Inspector	<i>[Signature]</i>	City of Venice Utilities	3510 E. Laurel Rd., Nokomis FL 34275	941-882-7290	941-236-6603	dguilmette@venicegov.com	
Cynthia Fitzpatrick Project Coordinator	<i>[Signature]</i>	City of Venice Utilities	3510 E. Laurel Rd., Nokomis FL 34275	941-882-7290	941-234-6498	cfitzpatrick@venicegov.com	
Christopher F. Kuzler	<i>[Signature]</i>	King / Ardurra Group	4921 Memorial Highway, Suite 300 Tampa, Florida 3334	813-880-8881		ckuzler@kingengineering.com	
Patience Anastasio	<i>[Signature]</i>	King / Ardurra Group	4921 Memorial Highway, Suite 300 Tampa, Florida 3334		941-323-9353	PA Anastasio@kingengineering.com	
Ricky Acevedo		Thompkins	3507 Lee Blvd Suite 212 Lehigh Acres	239 303 0647	239 494 2174	<i>Ricky A Thompson Contracting, LLC</i>	
RANDY MAY		CARCO CORP	2740 KATHERINE ST 71 MYERS	239 334 4427	851-7062	INFO@CARCO CORP.COM	
Misty Thompson		Thompkins	3307 Lee Blvd Suite 212	239-303-0647	941-232-5140	Misty@ThompkinsContracting.com	
JASON POWERS		Thompkins Cont.	3507 Lee Blvd Suite 212	239-209-7788	941-232-5140	<i>Jason@ThompkinsContracting.com</i>	
JOEY MCGINNIS		Thompkins Cont.	3507 LEE BLVD SUITE 212	239-209-7788	941-232-5140	<i>Joey@ThompkinsContracting.com</i>	

CONTRACT

THIS CONTRACT, pursuant to City Council approval granted on _____, is made and entered into this _____ day of _____, 2020, by and between the City of Venice, Florida, hereinafter referred to as the City, and Thompkins Contracting, 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) # **3105-19 Water Main Replacement Program - Phase 6**, including: standard general conditions, supplemental conditions, special conditions, technical specifications, drawings, Contractor's bid proposal for ITB 3105-19, 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 seventy-five (275) 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: **Two Million, One Hundred Twenty-One Thousand, Seven Hundred Ninety-Five & 52/100's dollars (\$2,121,795.52)**.

(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 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.

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 RON FEINSOD

ATTEST:

THOMPSONS CONTRACTING, INC.

Melissa Koger

Melissa Koger
Signed by (typed or printed)

BY:

Marty Thompson

Marty Thompson
Signed by (typed or printed)

Approved as to Form and Correctness

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."

PUBLIC WORKS PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT Thompkins Contracting, Inc., as Principal, hereinafter called Contractor; and FCCI 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 (\$2,121,795.52) Two Million, One Hundred Twenty-One Thousand, Seven Hundred Ninety-Five & 52/100'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. City of Venice: 401 West Venice Avenue, Venice, FL 34285. (941)486-2626 WHEREAS, Contractor has by written agreement dated the _____ day of _____, 2020, entered into a Contract with the City for the following described project: **ITB# 3105-19 Water Main Replacement Program - Phase 6** 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 _____ day of _____, A.D., 20__.

IN THE PRESENCE OF:

CONTRACTOR: Thompkins Contracting, Inc.
3507 Lee Blvd, Suite 212
Lehigh Acres, FL 33971
(239) 303-0648

BY: _____

INSURANCE COMPANY: FCCI Insurance Company
6300 University Parkway
Sarasota, FL 34240-8424
(800) 266-3224

BY: _____

Jorge L. Bracamonte, Attorney-in Fact &
Florida Licensed Resident Agent

Inquiries: (321) 800-6594

PUBLIC WORKS PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT Thompkins Contracting, Inc., as Principal, hereinafter called Contractor; and FCCI 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 (\$2,121,795.52) Two Million, One Hundred Twenty-One Thousand, Seven Hundred Ninety-Five & 52/100'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. City of Venice: 401 West Venice Avenue, Venice, FL 34285. (941)486-2626

WHEREAS, Contractor has by written agreement dated the _____ day of _____, 2020 entered into a Contract with the City for the following described project: **ITB# 3105-19 Water Main Replacement Program - Phase 6** 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 _____ day of _____, AD., 20__.

CONTRACTOR : Thompkins Contracting, Inc.
3507 Lee Blvd, Suite 212
Lehigh Acres, FL 33971
(239) 303-0648

IN THE PRESENCE OF:

BY: _____

INSURANCE COMPANY : FCCI Insurance Company
6300 University Parkway
Sarasota, FL 34240-8424
(800) 266-3224

BY: _____

Jorge L. Bracamonte, Attorney-in Fact
& Florida Licensed Resident Agent

Inquiries: (321) 800-6594



GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Jorge L Bracamonte

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$10,000,000.00): **\$10,000,000.00**

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate seal to be hereunto affixed, this 31st day of January, 2019.

Attest:

Craig Johnson
Craig Johnson, President
FCCI Insurance Company

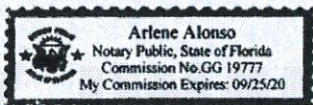


Cina Welch
Cina Welch, EVP, General Counsel,
Chief Audit & Compliance Officer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Craig Johnson, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2020

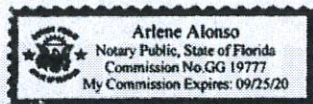


Arlene Alonso
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Cina Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2020



Arlene Alonso
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 24, 2011 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this _____ day of _____,

Cina Welch
Cina Welch, EVP, General Counsel,
Chief Audit & Compliance Officer, Secretary



EXHIBIT B**BID FORM**

Item No.	Est. Quantity	Unit	Description (Print or Type in Words)	Unit Bid Price (In Numbers)	Total Amount (In Numbers)
BASE BID ITEMS					
1	6,325	LF	6" Water Main Installed by HDD Method	\$ 43.14	\$ 272,860.50
2	1,400	LF	6" Water Main Installed by Open Cut Method	\$ 56.30	\$ 78,820.00
3	20	LF	12" Water Main Installed by Open Cut Method	\$ 102.50	\$ 2,050.00
4	2.5	TN	Ductile Iron Fittings	\$ 20,772.26	\$ 51,930.65
5	26	EA	6" Resilient Wedge Gate Valve with Box	\$ 1,846.83	\$ 48,017.58
6	2	EA	8" Tapping Sleeves and Valves	\$ 3,406.99	\$ 6,813.98
7	3	EA	12" Tapping Sleeves and Valves	\$ 3,838.81	\$ 11,516.43
8	1	EA	4" Insert Valve	\$ 1,653.73	\$ 1,653.73
9	1	EA	6" Insert Valve	\$ 2,546.92	\$ 2,546.92
10	1	EA	12" Insert Valve	\$ 3,754.91	\$ 3,754.91
11	6	EA	Fire Hydrant Assemblies	\$ 5,668.02	\$ 34,008.12
12	25	EA	Water Service From New Water Mains with New Meter Box (Near Side Single)	\$ 1,920.63	\$ 48,015.75
13	12	EA	Water Service From New Water Mains with New Meter Box (Near Side Tandem)	\$ 3,326.77	\$ 39,921.24
14	9	EA	Water Service From New Water Mains with New Meter Box (Near Side Multi)	\$ 4,386.66	\$ 39,479.94
15	32	EA	Water Service From New Water Mains with New Meter Box (Far Side Single)	\$ 2,290.50	\$ 73,296.00
16	19	EA	Water Service From New Water Mains with New Meter Box (Far Side Tandem)	\$ 2,614.36	\$ 49,672.84
17	6	EA	Water Service From New Water Mains with New Meter Box (Far Side Multi)	\$ 5,692.45	\$ 34,154.70
18	102	EA	Install Water Meter	\$ 612.76	\$ 62,501.52
19	29	EA	Install Water Meter and Relocate Dual Check Valve Assemblies	\$ 748.23	\$ 21,698.67
20	58	EA	Install Water Meter and Relocate RPZ Assemblies	\$ 748.23	\$ 43,397.34
21	10	EA	Furnish Dual Check Valve Assemblies	\$ 1,343.17	\$ 13,431.70
22	5	EA	Furnish RPZ Assemblies	\$ 3,919.08	\$ 19,595.40
23	10	EA	Install Dual Check Valve Assemblies	\$ 1,038.16	\$ 10,381.60
24	5	EA	Install RPZ Assemblies	\$ 1,245.79	\$ 6,228.95
25	15,300	LF	New 1" Water Service Connections from Meter Assemblies to Water Service Connections and/or Irrigation System	\$ 14.69	\$ 224,757.00
26	6,600	LF	New 1 ½ " Water Service Connections from Meter Assemblies to Water Service Connections	\$ 15.55	\$ 102,630.00
27	4,400	LF	New 2" Water Service Connections from Meter Assemblies to Water Service Connections	\$ 24.87	\$ 109,428.00
28	14,475	LF	Private Property Restoration - Sod	\$ 2.33	\$ 33,726.75
29	1,325	LF	Private Property Restoration - Concrete/Brick Pavers	\$ 39.38	\$ 52,178.50
30	3,675	LF	Private Property Restoration - Asphalt Driveway	\$ 24.59	\$ 90,368.25
31	525	LF	Private Property Restoration - Concrete Driveway/Walkway	\$ 46.53	\$ 24,428.25
32	2,625	LF	Private Property Restoration - Loose Stone/Gravel	\$ 12.19	\$ 31,998.75
33	3,675	LF	Private Property Restoration - Landscaping	\$ 6.47	\$ 23,777.25
34	2	EA	Private Property Restoration - Unavoidable Obstructions (e.g. wall, wood deck)	\$ 25,884.07	\$ 51,768.14
35	118	EA	Contractor/Property Owner Coordination	\$ 124.54	\$ 14,695.72

36	12,650	LF	Abandonment of Existing Water Mains	\$ 6.07	\$ 76,785.50
37	1	EA	Abandon Existing Main at Asbestos Cement Pipe	\$ 1,387.88	\$ 1,387.88
38	3	EA	Tie New Water Main into Asbestos Cement Main	\$ 3,001.46	\$ 9,004.38
39	875	SY	Asphalt Restoration	\$ 51.42	\$ 44,992.50
			BASE BID SUBTOTAL		\$ 1,867,675.34
40	1	LS	Maintenance of Traffic	\$ 43,271.37	\$ 43,271.37
41	1	LS	General Conditions	\$ 65,249.97	\$ 65,249.97
42	1	LS	Mobilization and Demobilization	\$ 30,588.84	\$ 30,588.84
43	1	LS	Indemnification	\$ 10.00	\$ 10.00
44	1	LS	Owner's Allowance	\$ 100,000.00	\$ 100,000.00
45	1	LS	Permit Fee Allowance	\$ 15,000.00	\$ 15,000.00
			BASE BID TOTAL		\$ 2,121,795.52

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.
-



THOMCON-01

DEVCH1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/2/2020

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

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

PRODUCER AWA Insurance Agency 13700 Six Mile Cypress Pkwy Suite #1 Fort Myers, FL 33912	CONTACT NAME: Karen C Gross		
	PHONE (A/C, No, Ext): (239) 418-1100	FAX (A/C, No): (269) 418-1164	
	E-MAIL ADDRESS: karen@awainsurance.com		
INSURED Thompkins Contracting, Inc. PO Box 546 Lehigh Acres, FL 33970	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: FCCI Insurance Company		10178
	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 INSD	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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO JECT <input type="checkbox"/> LOC OTHER:	X	X	GL100049392-01	7/1/2019	7/1/2020	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 - COM/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> Hired AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA100026408-01	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UM100026409-01	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	001WC19A77682	7/1/2019	7/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Inland Marine			CM001024701	7/1/2019	7/1/2020	Rented & Leased 800,000

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

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.

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