



CITY OF VENICE, FLORIDA

Purchasing Department

**401 W. Venice Avenue
Venice, FL 34285**

Invitation to Bid

ITB Number 2983-14

Date of Issue: March 22, 2014

Submission Deadline: April 23, 2014 at 2:00 PM

Title and Purpose of ITB:

Eastside WRF Filter Rehabilitation

INVITATION TO BID

The City of Venice invites sealed bids from qualified bidders to provide the following goods or services, which is described in detail in the Specifications.

Bid No.: 2983-14

Bid Title: Eastside WRF Filter Rehabilitation

PROJECT DESCRIPTION: This project includes all labor, materials, equipment and incidentals required for the rehabilitation of three (3) 16-foot by 66-foot automatic backwash filter mechanisms at the City of Venice Water Reclamation Facility (WRF) located at 3510 Laurel Road East, Venice, FL 34275.

BID OPENING LOCATION: City of Venice, Venice City Hall, Community Hall, room # 114, 401 W. Venice Ave., Venice FL 34285

BID SUBMITTAL DEADLINE and BID OPENING DATE & TIME: April 23, 2014 at 2:00 PM

A pre-bid meeting will be held on April 10, 2014 at 2:00 p.m., at the Eastside WRF, 3510 Laurel Road East, Venice, FL 34275. Representatives from the City will be present to discuss the overall project and the Invitation to Bid. Interested Firms are encouraged to attend.

All questions, comments, or concerns about this ITB must be submitted in writing to Mr. Peter A. Boers, Finance- Procurement Department, for the City of Venice, Room 204, 401 West Venice Avenue, Venice, FL 34285 or e-mail at pboers@venicegov.com. Mr. Boers is the only designated representative of the City authorized to respond to comments, questions, and concerns. The City will not respond to comments, questions or concerns addressed to any person other than Mr. Mayes. If the City determines that a particular comment, question or concern necessitates a global response to all Proposers, the City will issue a clarifying memorandum or addendum. **The final day that the City will accept questions will be April 16, 2014 by 1:00 p.m.**

Specifications and Bid documents are available by calling Onvia DemandStar at (800) 711-1712 or by their Internet address at <http://www.demandstar.com>. Proposers may also pick up Bid documents at the City of Venice Purchasing Department, Room 204, 401 West Venice Ave., Venice Florida 34285, **(941) 486-2626 Ext. 26017** at no charge.

Bids must be submitted in **four sets** and at least one set must bear an original signature, in a sealed envelope marked **“INVITATION TO BID # 2953-14: “Eastside WRF Filter Rehabilitation”** and mailed or delivered to the City of Venice- Purchasing Department, 401 W. Venice Ave. Room # 204, Venice, FL 34285, no later than the deadline specified. The City assumes no responsibility for bids received after the bid submittal time or at any location other than that specified, no matter what the reason. Late bids will be held unopened and will not be considered for award.

Bid Security in the amount of five (5%) percent of the bid is required.

Performance and Payment Bonds are required in the amount of One Hundred (100%) percent of the contract price once a contract is awarded.

No bid will be received after the specified time for acceptance and no bidder may withdraw his bid within a period of one-hundred and eighty (180) days after the actual date of opening thereof.

Bids will be considered only from bidders who have the applicable license, if a license is required by the City of Venice and/or State of Florida, for the type of work specified. A copy of the applicable license must be submitted with bid if a license is required.

The City reserves the right to reject any or all bids in whole or in part, with or without cause, to waive any requirements, irregularities or technical defects therein, when it is deemed to be in the interest of the City.

CITY OF VENICE, FLORIDA

Publish: Saturday, March 22, 2014
Wednesday, March 26, 2014

INVITATION TO BID
CITY OF VENICE, FLORIDA

ITB# 2983-14
Eastside WRF Filter Rehabilitation

**SECTION 1: GENERAL CONDITIONS & INSTRUCTIONS TO
OFFERORS**

DEFINED TERMS

Terms used in this solicitation are defined and have the meaning assigned to them. The term "Offeror" means one that submits a proposal directly to CITY as distinct from a Sub-Offeror, who submits a Proposal to the Offeror. The term "Successful Offeror" means the qualified, responsible and responsive Offeror to whom the City of Venice (on the basis of CITY'S evaluation as hereinafter provided) makes an award. The term "CITY" refers to the City of Venice, a municipal corporation of the State of Florida. The term "ITB" refers to this Sealed INVITATION TO BID. The term "solicitation" refers to the entire ITB package and the Offeror's submittal as a response to this ITB. The term "submittal" refers to all documentation and information as submitted by the Offeror in response to this solicitation. The term "Department" refers to the State of Florida Department of Transportation.

1. OFFEROR REGISTRATION

Offerors who obtain solicitation documents from sources other than the City or download from <http://www.demandstar.com/> must officially register receipt of the solicitation with the City's Procurement- Finance Department in order to be placed on the notification list for any forthcoming addendum or other official communications. Failure to register as a prospective Offeror may cause your submittal to be rejected as non-responsive if you have submitted a response without acknowledgment of issued addenda. The City of Venice is not responsible for the accuracy of bid documents and information obtained from any source other than <http://www.demandstar.com/>.

2. CONTACT

All prospective Offerors are hereby instructed not to contact any member of the City of Venice City Council, City Manager, or City of Venice staff member other than the contact person indicated in this ITB regarding this solicitation or their submittal at any time prior to the final evaluation and recommended ranking by the City staff for this project. Any such contact shall be cause for rejection of your submittal.

3. ADDENDA AND INQUIRIES

- 3.1 If there is any doubt as to the true meaning of the specifications and information provided, Offerors may submit written or faxed inquiries regarding this solicitation to the Procurement- Finance Department, 401 West Venice Avenue, Room # 204 Venice, FL 34285, Fax No. (941) 486-2790. The City will respond to written or faxed inquiries received by the posted deadline for questions. Inquiries must reference the date and time of opening, and the

solicitation number. Failure to comply with this condition shall result in the Offeror waiving their right to dispute the specifications and information provided in the solicitation document.

- 3.2 Any change to this solicitation shall be made by addenda duly issued to each registered Offeror. Receipt of such addenda must be so noted on or within your response. It is the Offeror's responsibility to

make contact through the Internet or phone to determine if Addenda have been issued.

- 3.3 Oral Inquiries: The City will not respond to oral inquiries.

4. PUBLIC OPENING

Submittals shall be received in the Procurement- Finance Department, 401 W. Venice Ave, Venice, FL 34285 by the date and time indicated on these documents. As soon as possible thereafter, the names of the Offerors and their proposed bid amount shall be read off at the specified location.

5. DELAYS

The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify Offerors of all changes in scheduled due dates by written addenda.

6. PROPOSAL SUBMISSION AND WITHDRAWAL

6.1 Address to send submittal:

Procurement- Finance Department
City of Venice
401 W. Venice Ave, Room # 204.

- 6.2 The outside of the envelope/container must be identified with the solicitation number and title as stated above. The envelope/container must also include the Offeror's name and return address.
- 6.3 Submittals may be withdrawn by an appropriate document duly executed (in the manner that a Submittal must be executed) and delivered to the place where Submittals are to be submitted at any time prior to the deadline for submission. A request for withdrawal or a modification must be in writing and signed by a person duly authorized to do so. Evidence of such authority must accompany the request for withdrawal or modification. Withdrawal of a Submittal will not prejudice the rights of an Offeror to submit a new Submittal prior to the opening date and time. After expiration of the period for receiving Submittals, no Submittal may be withdrawn or modified.
- 6.4 Withdrawal of Submittals after Opening Date: Submittals, once opened, become the property of the City and will not be returned to the Offerors. Submittals not so withdrawn before the opening constitute an irrevocable offer for a period of one-hundred-eighty (180) days to provide the City the services set forth in these specifications until one or more of the proposals have been accepted by City staff. No Offeror may withdraw their proposal during this one-hundred-eighty (180) day period.
- 6.5 Number of Submittal Copies: Offerors shall submit four (4) complete sets (one original and three copies) of the submittal complete with all supporting documentation (i.e. photographs, drawings, and exhibits) in a sealed envelope/container marked as noted above.
- 6.6 Proposal Is Not Binding: The Offeror understands that responding to this solicitation does not constitute an agreement or contract with the Offeror. A submittal is not binding until submittal is reviewed and accepted by the appropriate level of authority and both parties execute a contract.
- 6.7 Responsibility for getting a submittal to the City on or before the specified date and time is solely and strictly that of the Offeror. The City will not be responsible for any delay, for any reason whatsoever. Submittals by telephone, telegram, facsimile machines, and Internet, will not be acceptable. Submittals must be received and stamped on the outside of the envelope with the time and date, in the Purchasing Department by the date and time specified for opening.

- 6.8 LATE SUBMITTALS – Submittals received after the date and time of the opening will not be considered and will not be opened. It will be the Offeror's responsibility to make arrangements for the return of their submittal at their expense.

7. PRICES, TERMS AND PAYMENT:

Firm prices shall be bid F.O.B. requesting agency and include packing, handling and shipping charges fully prepaid by the vendor.

- 7.1 BID PRICE/MISTAKES: The bidder shall show in the proposal both the unit price and the total amount on items when indicated. In the event of discrepancy between the unit price and the extension, THE UNIT PRICE SHALL PREVAIL. Prices shall be extended in decimals.
- 7.2 INVOICING AND PAYMENT: The vendor shall be paid upon submission of proper certified invoices to the ordering agency at the prices stipulated on the contract. Invoices shall contain the purchase order number. THE VENDOR SHALL ACCEPT NO ORDER WITHOUT A PURCHASE ORDER NUMBER FROM THE CONTRACTING ENTITY. The City reserves the right to pay for purchases made under any agreement resulting from a solicitation through its Purchasing Card Program which utilizes VISA credit cards, check or the ACH (Automated Clearing House) process. When payment is received utilizing the City credit card, an original invoice should not be mailed to the Finance Department. Only the credit card receipt is issued for this charge with the original receipt being provided with the delivery to the individual cardholder placing the order. No surcharges will be accepted for the use of purchasing cards.
- 7.3 TAXES: The purchase of certain items by the Contracting Entity are exempt from the payment of excise, transportation and sales tax imposed by the Federal, State and/or City governments. Such taxes must not be included in proposal prices. Upon request, applicable Federal Excise Exemption certificates will be furnished.

8. CONDITION AND PRICING:

It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid). All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.

9. SAFETY STANDARDS:

Unless otherwise stipulated in the bid, all manufactured items or fabricated assemblies shall comply with applicable requirements of occupational Safety and Health Act and any standards

10. MANUFACTURER'S NAME AND APPROVED EQUIVALENTS:

Any manufacturer's names, trade names, brand names,

information and/or catalog numbers listed in a specification are for information and not intended to limit competition unless otherwise indicated. The bidder may offer any brand for which he/she is an authorized representative, which meets or exceeds the bid specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's product name and reference number. Bidder shall submit with his/her proposal, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The City's Purchasing Office is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the City unless evidenced by a Change Notice issued and signed by the Purchasing Director or designated representative.

11. DELIVERY:

All prices shall be F.O.B. Destination, Venice, Florida. Delivery date and warranties must be written out and submitted with bids. Delivery dates, as specified, must be met.

12. ADDITIONAL PURCHASES ("PIGGY-BACK") BY OTHER PUBLIC AGENCIES:

The vendor, by submitting a bid, authorizes other Public Agencies to "Piggy-Back" or purchase equipment or services being proposed in this invitation to bid at prices bid unless otherwise noted on the proposal sheet.

13. SUBMITTAL PREPARATION COST

The City shall not be liable for any expense incurred in connection with preparation of a submittal to this document. Offerors should prepare a straightforward and concise description of the Offeror's ability to meet the requirements of this document.

14. ACCURACY OF SUBMITTAL INFORMATION

Any Offeror, who states in their submittal any information that is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.

15. LICENSES

Licensed and Certified: Offeror's, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the state of Florida at the time of submittal and during the entire Contract time.

16. LOCAL PREFERENCE

16.1 Unless otherwise noted in the solicitation, preference shall be given to a "local business" in the awarding of any Invitation to Bid (ITB), Request for Proposal (RFP) or Request for Qualifications (RFQ) in

accordance with Section 2-217 of the City of Venice's Code. Local preference shall not apply to other types of solicitations unless explicitly stated in the subject solicitation.

16.2 "Local business" means the vendor has paid a local business tax to either Sarasota, Manatee, DeSoto or Charlotte County, whichever county the vendor is located, if applicable prior to bid submission that authorizes the vendor to provide the commodities or services to be purchased, and maintains a permanent physical business address located within the limits of either Sarasota, Manatee, DeSoto or Charlotte County from which the vendor operates or performs business, and at which at least one full time employee is located.

16.3 In addition, fifty percent (50%) or more of the employees based at the local business location must reside within Sarasota, Manatee, DeSoto or Charlotte County.

16.4 In the event the local office is not the primary location of the vendor, at least ten percent (10%) of the vendor's entire full-time employees must be based at the local office location. Alternatively, this requirement may be satisfied if at least one corporate officer, managing partner or principal owner of the vendor resides in Sarasota, Manatee, DeSoto or Charlotte County.

16.5 Offerors wishing to be given preference as a local business must submit with their offer, all of the Local Preference documentation identified in the "Required Forms Section" of the solicitation.

16.6 For local preference to be granted, the name of the company represented on the required forms must be the same as the name on the Local Preference documentation.

16.7 Information regarding Sarasota County's Local Business Tax can be found at www.sarasotataxcollector.governmax.com.

16.8 In case of a proposal submitted by more than one entity, any one of those entities can qualify the proposal for the local preference. Sub-contractors or sub-consultants cannot qualify a proposal for local preference.

17. POSTING OF NOTICE OF INTENT

A notice of intent for award will be posted for review by interested parties in City Hall and/or on the City's website prior to submission through the appropriate approval process to the appropriate level for final approval of award.

18. PUBLIC RECORDS/TABULATION

Submittals are not public records, subject to the provisions of Florida State Statutes, Chapters 119 and 120, until such time as notice of a decision or intended decision is provided, or within thirty (30) days after the solicitation opening, whichever is earlier. A copy of the tabulation results will be forwarded upon receipt of a stamped, self-

addressed envelope. An electronic tabulation will be posted on Demand Star at their Internet Website at <http://www.demandstar.com/>.

19. RESERVED RIGHTS

- 19.1 The City reserves the right to waive formalities in any submittal, and to reject any or all submittals in whole or in part, with or without cause and/or to accept the submittal that in the City's judgment will be in the best interest of the City. The City specifically reserves the right to reject any conditional submittal.
- 19.2 To the extent permitted by applicable state and federal laws and regulations, City reserves the right to reject any and all submittals, to waive any and all informalities not involving price, time or changes in the work with the Successful Offeror, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional submittals. Submittals will be considered irregular and may be rejected, if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.
- 19.3 City reserves the right to reject the submittal of any Offeror if the City believes that it would not be in the best interest of the City to make an award to that Offeror, whether because the submittal is not responsive or the Offeror is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by City.
- 19.4 The City reserves the right to terminate the contract with any vendor who fails to meet a deadline or shows incompetency.

20. INDEMNIFICATION/HOLD HARMLESS

The Offeror shall defend, indemnify and hold the City, the City's representatives or agents, and the officers, directors, agents, employees, and assigns of each harmless for and against any and all claims, demands, suits, judgments, damages to persons or property, injuries, losses or expenses of any nature whatsoever arising directly or indirectly from or out of any negligent act or omission of the Offeror, its sub-consultants and their officers, directors, agents or employees; any failure of the elected firm to perform its services hereunder in accordance with generally accepted professional standards; any material breach of the elected firm representations as set forth in the proposal or any other failure of the elected firm's to comply with the obligations on its part to be performed under this contract.

21. PUBLIC ENTITY CRIMES/NON-COLLUSIVE AFFIDAVIT

- 21.1 Each Offeror shall complete the Non-Collusive Affidavit and the Public Entity Crimes Form and

shall submit the forms with the submittal. CITY considers the failure of the Offeror to submit these documents to be a major irregularity and may be cause for rejection of their submittal.

- 21.2 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a response on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit responses on leases of real property to a public entity, may not be awarded or perform work as a Offeror, supplier, Sub-Offeror, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- 21.3 Termination for Cause: Any Agreement with the City obtained in violation of this Section shall be subject to termination for cause. A Sub-Offeror who obtains a subcontract in violation of this Section shall be removed from the Project and promptly replaced by a Sub-Offeror acceptable to the City.

22. GRATUITIES AND KICKBACKS

- 22.1 Gratuities: It is unethical for any person to offer, give, or agree to give any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim or controversy, or other particular matter, pertaining to any program requirement or an Agreement or subcontract, or to any solicitation or proposal therefore.
- 22.2 Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-Offeror under a Contract to Offeror or higher tier Sub-Offeror any person associated therewith, as an inducement of the award of a subcontract or order.
- 22.3 Contract Clause: The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every Contract and subcontract and solicitation therefore.

23. EQUAL EMPLOYMENT OPPORTUNITY

Offeror shall be in compliance with Executive Order 11426 Equal Opportunity as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations as applicable.

24. CONFLICT OF INTEREST

No employee of an agency acting in his or her official capacity as a purchasing agent, or public officer acting in his or her official capacity, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for his or her own agency from any business entity of which the officer or employee or the officer's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest. Nor shall a public officer or employee, acting in a private capacity, rent, lease, or sell any realty, goods, or services to the officer's or employee's own agency, if he or she is a state officer or employee, or to any political subdivision or any agency thereof, if he or she is serving as an officer or employee of that political subdivision. The foregoing shall not apply to district offices maintained by legislators when such offices are located in the legislator's place of business or when such offices are on property wholly or partially owned by the legislator. This subsection shall not affect or be construed to prohibit contracts entered into prior to:

October 1, 1975.
Qualification for elective office.
Appointment to public office.
Beginning public employment

25. DRUG FREE WORKPLACE:

The City of Venice has adopted a policy in observation of the Drug Free Work Place Act of 1988. Therefore, it is unlawful to manufacture, distribute, disperse, possess, or use any controlled substance in the City of Venice workplace.

The City of Venice requests the attached Drug Free Workplace Affidavit to accompany your response. This form has been adopted by the City in accordance with the Drug Free Workplace Act. The City will not disqualify any respondent who does not concur with the affidavit. The Drug Free Workplace Affidavit is primarily used as tiebreaker when two or more separate entities have submitted proposals at the same price, terms and conditions.

26. APPLICABLE LAWS

Interested parties are advised that all City contracts and/or documentation pertinent to this solicitation are subject in full or in part to all legal requirements provided in applicable City Ordinances, State Statutes, and Federal Regulations. Uniform Commercial Code, Chapter 672, Florida State Statutes shall prevail, as the basis for contractual obligations between the Offeror and the City for any terms and conditions not specifically stated within the context of this contract.

27. COMPETENT PERSONNEL

All interested firms are to warrant that services shall be performed by skilled and competent personnel to the highest professional standards in this scope of work.

28. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

28.1 Before delivering a submittal, each Offeror must (a) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, or performance of the work, (b) study and carefully correlate the Offeror's observations with the solicitation documents; and notify the Purchasing Manager of all conflicts, errors and discrepancies, if any, in the solicitation documents.

28.2 The Offeror, by and through delivering a submittal, agrees that they shall be held responsible for having familiarized themselves with the nature and extent of any local conditions that may affect the services.

29. SPECIFICATIONS

29.1 The apparent silence of the specification as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the Specifications shall be made on the basis of this statement.

29.2 For the purpose of evaluation, the Offeror must indicate any variance or exceptions to the stated Specifications, no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Offeror meets all the Specifications in every respect.

30. CANCELLATION CLAUSE

Failure to comply with any of the terms, conditions, specifications and/or service requirements will be just cause for termination of this contract by a thirty (30) day written notice of intent forwarded to the successful Offeror.

31. ACCEPTING CONTENT OF PROPOSAL

By delivering a submittal in response to this solicitation document, the Offeror certifies that they have fully read and understand the context of the solicitation document and have full knowledge of the scope, nature, and detailed requirements of services and/or commodities to be provided and performed. Submittals shall be returned in the sequential manner as requested in the "Submittal Format and Requirements" section of this solicitation.

32. TAXES

The negotiated cost shall include all freight, handling, delivery, surcharges or other incidental charges that may be required to provide the services or deliver the commodities. The City of Venice is exempt from the payment of Federal and State taxes, including sales tax. Your cost proposal shall not include sales tax to be collected from the City. The City's sales tax exemption is not available to you for items you purchase, regardless of whether these items will be transferred to the City.

33. ASSIGNMENT

33.1 Successful Offeror shall not assign, transfer or subject the Contract or its rights, title or interests or obligations therein without CITY'S prior written approval.

33.2 Violation of the terms of this paragraph shall constitute a breach of the Contract by Successful Offeror and CITY may, at its discretion, cancel the Contract and all rights, title and interest of Successful Offeror shall thereupon cease and terminate.

34. SOLICITATION FORMS

34.1 If the Proposer cannot meet a service or equipment requirement, then the phrase "not available" should be entered on the Proposal Form for that service requirement. In the case of a "not available" remark, the Offeror may offer an alternative service. Alternate submittals may be submitted for consideration. It will be at the City's sole discretion to accept or reject any and all alternate submittals received.

34.2 This solicitation presents the City's minimum requirements under present methods of operation. Responses to this request should address these requirements, but Offerors are encouraged to suggest any additional services or commodities, which in their opinion, would be in the best interest of the City.

34.3 Submittals may be delivered, which deviate from the requirements herein, providing that they are clearly identified as alternate submittals and providing further that it can be demonstrated that stated requirements are substantially improved or are not compromised or prejudiced by such deviations; and, that it would be clearly in the interest of the City that an alternative proposal be considered. Such alternative proposals will be provisionally accepted for consideration, subject to the reserved right of the City to make the determination whether the above stated conditions

for alternate proposals have been satisfied and subject further to the reserved right of the City to accept or reject these proposals upon the basis of the determination.

35. DISCLOSURE – PUBLIC OFFICER, PUBLIC EMPLOYEE OR ADVISORY BOARD MEMBER OF CITY

35.1 Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit any public officer, employee, or advisory board member of the City from holding any employment or contractual relationship with any business entity doing business with the City.

Section 112.313(12) provides that a public officer, employee, or advisory board member will not be in violation of the prohibition if all three of the following conditions are met. The filing of the disclosure form with the Supervisor of Elections is the sole responsibility of the Proposer and must be filed prior to or at the time of submission of the proposal. A copy of the filed disclosure form shall be submitted as part of the proposal.

35.2 Bid is awarded under a sealed, competitive Proposal to lowest or best Proposer system. Advisory board member is required to, prior to or at the time of the submission of the proposal, file a statement with the Supervisor of Elections, disclosing his interest and the nature of the intended business. The form is entitled "Form 3A Interest in Competitive Proposal for Public Business," a copy of which is available from the City's Procurement- Finance Department.

35.3 The public officer, employee, or advisory board member, spouse, or child is required to have in no way used or attempted to use his influence to persuade a member of the City or any of its personnel to enter into such a contract other than by the mere submission of the proposal.

35.4 The public officer, employee, or advisory board member, spouse, or child is required to have in no way participated in the determination of the Bid specifications or the determination of the lowest or best Proposer.

36. BID PROTESTS

In any case where a bidder wishes to protest either the results of or the intended disposition of any bid, the bidder must:

36.1 File a written notice to the City Manager of the bidder's intention to protest within one (1) business day of the bid opening or the City's declaration of intent with regard to the disposition. Upon receipt of a protest, the bid process shall be suspended until the

protest procedure herein described has been completed.

- 36.2 Within five (5) days of filing the written notice of intent to protest, the protester shall file a formal written protest with the City Manager, acting as the bid protest officer, explaining in detail the nature of the protest and the grounds on which it is based. During this five-day period, the protester is encouraged to attempt to resolve the issue with the City's Finance Department.
- 36.3 The protester must include with the formal written protest a bid protest bond in the form of a certified check, cashier's check or money order made payable to the city in an amount equal to five percent (5%) of the lowest acceptable bid. The bond will be deposited with the Cashier's Office where it will be put into an account and the protester will receive a receipt.
- 36.4 Upon timely receipt of the formal written protest and protest bond, the City must:
- (1) Issue formal findings of fact and a written decision with regard to the validity or non-validity of the formal written protest within ten (10) business days of the City's receipt of the protest.
 - (2) Within two (2) business days of receipt of the formal findings of fact and written decision, the City shall notify the protester of the decision of the

bid protest officer. Such notification shall be transmitted via certified return receipt mail.

- 36.5 Should the protest be found to be without merit or validity, the bid protest bond shall be forfeited to the City in its entirety, and the bid process may resume. If a decision favorable in whole or in part to the protest is rendered, a check for the full amount of the bond will be returned to the protester.

37. SCRUTINIZED COMPANIES

Pursuant to Section 287.135, F.S., a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more. Any contract with an agency or local governmental entity for goods or services of \$1 million or more entered into or renewed on or after July 1, 2011, must contain a provision that allows for the termination of such contract at the option of the awarding body if the company is found to have submitted a false certification as provided under Subsection 287.135(5), F.S., or has been placed on either of the aforementioned lists. The CITY agrees to comply with the requirements of Section 287.135, F.S. in connection with the implementation of the PROJECT.

END OF SECTION

SECTION 2: INSURANCE INFORMATION

“ATTACHMENT A”

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** (with regards to General Liability).
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 should 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.

END OF SECTION

SECTION 3: SCOPE OF SERVICE

Contractor shall furnish all labor, materials, equipment and incidentals required for the rehabilitation of three (3) automatic backwash filter mechanisms at the City of Venice Water Reclamation Facility (WRF) as shown on the drawings and as specified herein, installed, tested, and ready for operation.

The City of Venice WRF (located at 3510 Laurel Road East, Venice, FL 34275) has three (3) 16-foot by 66-foot AquaABF units. The filters are in need of rehabilitation. During the rehabilitation, only one (1) of the three (3) filters may be taken out of service at a time. At a minimum, a 24 hour transition time must take place between the completion of one (1) filter rehabilitation and the start of the next filter rehabilitation.

SECTION 4: BID INFORMATION

BID INFORMATION:

Bids are mailed or delivered to the following address:

Procurement- Finance Department

Room # 204

401 W. Venice Avenue

Venice, FL 34285

BID OPENING:

There will be a public bid opening at the date and time stated in the Invitation to Bid.

QUESTIONS AND ANSWERS:

Any and all questions must be submitted in writing and addressed to:

Peter Boers

Procurement- Finance Department

City of Venice

401 W. Venice Avenue

Venice, FL 34285

Tel: 941-486-2626 ext. 26017

Fax: 941-486-2790

E-mail: pboers@venicegov.com

All questions submitted will be answered in writing and an Addendum will be sent to all prospective bidders.

THE DEADLINE FOR QUESTIONS CONCERNING THIS ITB IS:

April 16, 2014 at 1:00 PM

END OF SECTION

APPENDIX

REQUIRED FORMS LIST

Each respondent shall return the required information forms as attached:

- Proposal Bond
- Local Preference Form
- Qualifications Statement
- Co-operative Procurement with Other Jurisdictions
- Form 3A- Interest in Competitive Bid for Public Business
- Indemnification/Hold Harmless
- FDEP & U.S. EPA Construction Notices of Intent (NOI)
- Statement of References for Contractor
- Contractor's Statement of Sub-contractors
- Drug Free Workplace Certification
- Non-Collusive Affidavit
- Public Entity Crime Information
- Statement of "No Bid" (if applicable)
- Bid Submittal Form

All required forms are included in this package. All forms must be filled out and returned with the firm's proposal.

Failure to do so will result in the firm being considered non-responsive and their proposal will be disallowed.

PROPOSAL BOND

**Not to be completed if a certified check is submitted.*

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned,

_____ as Principal,

and _____ as Surety

are held and firmly bound unto the City of Venice, Florida, in the sum of

_____ \$_____, for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that if the attached Proposal of Principal and Surety for work specified as:

all as stipulated in said Proposal, by doing all work incidental thereto, in accordance with the plans and specifications provided heretofore, all within Sarasota County, is accepted and the bidder shall within ten (10) days after notice of said award, enter into a contract, in writing, and furnish the required Performance Bond with surety or sureties to be approved by the Director of Purchasing, this obligation shall be void; otherwise the same shall be in full force and virtue by law and the full amount of this Proposal Bond will be paid to the City as stipulated or liquidated damages.

Signed this _____ day of _____, 2014.

Principal

Surety

Principal must indicate whether corporation, partnership, company, or individual.

The person signing shall, in his own handwriting, sign the Principal's name, his own name, and his title. The person signing for a corporation must, by affidavit, show his authority to bind the corporation.

HOW DO I DETERMINE “LOCAL PREFERENCE”

The following questions will help you determine local preference for your company. Please answer questions 1 through 4 **FIRST**. If you answer **NO** to any questions 1 through 4, local preference does **NOT** apply.
ONLY if you answer **YES** to questions 1 through 4, may you proceed to question 5.
If you answer **YES** to any questions 5 through 7, local preference applies.
If you are unsure of how to answer any questions, please contact the City of Venice’s Purchasing Department at 941-486-2626.

Questions 1 – 4

1. Have you paid a local business tax either to Sarasota, DeSoto or Charlotte County (Manatee County does not have a local business tax) authorizing your company to provide goods or services described in this solicitation ?

YES ☐ If “yes”, proceed to question 2.

NO ☐ If “no”, **STOP, local preference does not apply.**

* If the name on the local business tax receipt is not the same as the name on the bid/solicitation submittal, local preference does not apply.

2. Does your company maintain a permanent physical business address located within the limits of Sarasota, Manatee, DeSoto or Charlotte County ?

YES ☐ If “yes”, proceed to question 3.

NO ☐ If “no”, **STOP, local preference does not apply.**

3. Does your local business office (identified in question 2) have a least one full time employee ?

YES ☐ If “yes”, proceed to question 4.

NO ☐ If “no”, **STOP, local preference does not apply.**

4. Do at least fifty percent (50%) of your company employees who are based in the local business location (identified in question 2) reside within Sarasota, Manatee, DeSoto or Charlotte County ?

YES ☐ If “yes”, proceed to question 5.

NO ☐ If no, **STOP, local preference does not apply.**

Questions 5 – 7

5. Is your local business office (identified in question 2) the primary location (headquarters) of your company ?

YES ☐ If “yes”, **STOP, local preference applies.**

NO ☐ If “no”, proceed to question 6.

THIS PAGE MUST BE COMPLETED & SUBMITTED WITH OFFER

THIS PAGE MUST BE COMPLETED & SUBMITTED WITH OFFER

6. If the local business office (identified in question 2) is not the primary location of your company, are at least ten percent (10%) of your company's entire full-time employees based at the local office location ?

YES ☐ If "yes", STOP, local preference applies

NO ☐ If "no", proceed to question 7

7. If your local business office is not the primary location of your company, does at least one corporate officer, managing partner or principal owner of the company reside in Sarasota, Manatee, DeSoto or Charlotte County ?

YES ☐ If "yes", STOP, local preference applies

NO ☐ If "no", local preference does not apply.

QUALIFICATIONS STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter:

SUBMITTED TO:

CITY OF VENICE
Procurement- Finance Department
401 W. Venice Avenue
Venice, Florida 34285

CHECK ONE:

- ☐ Corporation
☐ Partnership
☐ Individual
☐ Joint Venture
☐ Other

SUBMITTED BY:

NAME: _____
ADDRESS: _____
PRINCIPLE OFFICE: _____

State the true, exact, correct and complete legal name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Offeror is: _____

The address of the principal place of business is: _____

If the Offeror is a corporation, answer the following:

- a. Date of Incorporation: _____
- b. State of Incorporation: _____
- c. President's Name: _____
- d. Vice President's Name: _____
- e. Secretary's Name: _____
- f. Treasurer's Name: _____
- g. Name and address of Resident Agent: _____

If Offeror is an individual or partnership, answer the following:

- a. Date of Organization: _____
- b. Name, address and ownership units of all partners:

- c. State whether general or limited partnership: _____

If Offeror is other than an individual, corporation partnership, describe the organization and give the name and address of principals:

If Offeror is operating under fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

How many years has your organization been in business under its present business name?

a. Under what other former names has your organization operated?

ACKNOWLEDGEMENT

State of _____ }
County of _____ } SS.

On this the _____ day of _____, 2014, before me, the undersigned Notary Public of the State of _____, personally appeared _____ and (Name(s) of individual(s) who appeared before notary) whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

NOTARY PUBLIC
SEAL OF OFFICE:

NOTARY PUBLIC, STATE OF _____

(Name of Notary Public: Print, stamp, or type as commissioned)

☐ Personally known to me, or ☐ Produced Identification: _____ ☐ **DID** take an oath, or ☐ **DID NOT** take an oath

COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS

The vendor, by submitting a bid, authorizes other Public Agencies to "Piggy-Back" or purchase equipment or services being proposed in this invitation to bid at prices bid unless otherwise noted on the proposal sheet.

Yes_____ No_____

AUTHORIZED SIGNATURE

By submission of the ITB, the undersigned certifies that:

1. He/She has not paid or agreed to pay any fee or commission, or any other thing of value contingent upon the award of this contract, to any City of Venice, Florida employee or official or to any current consultant to the City of Venice, Florida;
2. He/She has not paid or agreed to pay any fee or commission or any other thing of value contingent upon the award of this contract to any broker or agent or any other person;
3. The prices contained in this proposal have been arrived at independently and without collusion, consultation, communication or agreement intended to restrict competition.
4. He/She has the full authority of the Offeror or to execute the proposal and to execute any resulting contract awarded as the result of, or on the basis of, the proposal.

Authorized Representative: _____

Signature: _____

Title: _____

Company Name: _____

Address: _____

City, State, ZIP: _____

Telephone Number: _____

Fax Number: _____

E-mail address: _____

FORM 3A INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS

LAST NAME — FIRST NAME — MIDDLE INITIAL			OFFICE / POSITION HELD
MAILING ADDRESS			AGENCY
CITY	ZIP	COUNTY	ADDRESS OF AGENCY

WHO MUST FILE THIS STATEMENT

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; AND where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. This form has been promulgated by the Commission on Ethics for such disclosure, *if and when applicable* to a public officer or employee.

INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS (Required by § 112.313(12)(b), Fla. Stat.)

1. The competitive bid to which this statement applies has been / will be (strike one) submitted to the following government agency:		
2. The person submitting the bid is:	NAME ▼	POSITION ▼
3. The business entity with which the person submitting the bid is associated is:		
4. My relationship to the person or business entity submitting the bid is as follows:		
5. The nature of the business intended to be transacted in the event that this bid is awarded is as follows:		
a. The realty, goods, and / or services to be supplied specifically include: _____ _____ b. The realty, goods, and / or services will be supplied for the following period of time: _____ c. Will the contract be subject to renewal without further competitive bidding? <input type="checkbox"/> Yes <input type="checkbox"/> No. If so, how often?		
6. Additional comments:		
7. SIGNATURE	DATE SIGNED	DATE FILED

FILING INSTRUCTIONS

If you are a state officer or employee required to disclose the information above, please file this form with the Department of State in Room 316, R.A. Gray Building, 500 South Bronough Street, Tallahassee, Florida 32399-0250. If you are an officer or employee of a political subdivision of this state and are subject to this disclosure, please file the statement with the Supervisor of Elections of the county in which the agency in which you are serving has its principal office.

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

CE FORM 3A — REV. 1-95

INDEMNIFICATION/HOLD HARMLESS

The elected firm shall (if required by City) defend, indemnify and hold the City, the City's representatives or agents, and the officers, directors, agents, employees, and assigns of each harmless for and against any and all claims, demands, suits, judgments, damages to persons or property, injuries, losses or expenses of any nature whatsoever (including attorneys' fees at trial at appellate level) arising directly or indirectly from or out of any negligent act or omission of the elected firm, its Sub-Offerrors and their officers, directors, agents or employees; any failure of the elected firm to perform its services hereunder in accordance with generally accepted professional standards; any material breach of the elected firm's representations as set forth in the proposal or any other failure of the elected firm to comply with the obligations on its part to be performed under this contract.

I, _____, being an authorized representative of the firm of
_____ located at City
_____, State _____, Zip Code _____ Phone:
_____ Fax: _____. Having read and
understood the contents above, hereby submit accordingly as of this Date,
_____, 2014.

Please Print Name

Signature

This signed document shall remain in effect for a period of one (1) year from the date of signature or for the contract period, whichever is longer.

CITY OF VENICE, FLORIDA
FDEP & U.S. EPA CONSTRUCTION NOTICES OF INTENT (NOI)

The undersigned bidder acknowledges the requirement of the U.S. Environmental Protection Agency (EPA) and the Florida Department of Environmental Protection (FDEP) which have published the rules for NPDES General Permits for stormwater discharges from construction sites and said bidder agrees to assist the owner in the preparation of these permits and associated plans. The bidder acknowledges that he has taken these permits and associated construction costs into account in the preparation of his lump sum bid. These permits are mandated under Section 402(p) of the Clean Water Act for "Stormwater Discharge from Construction Activities (including clearing, grading, and excavation activities) that result in the disturbance of five (5) or more acres total land area, including areas that are part of a larger common plan of development or sale." The EPA has published summary guidance for: "Developing Prevention Plans and Best Management Practices" (EPA 833-R-92-001, October 1992).

The EPA permit format is a *Notice of Intent (NOI) for Stormwater Discharges Associated with Construction Activity to be covered under a NPDES Permit*, and it is to be submitted according to the NOI instructions. The Stormwater Pollution Prevention Plan which must accompany the NOI must be signed by authorized representatives of the contractor and subcontractors as well as the facility Owner. Copies of the EPA NOI must be provided to state and local agencies who have issued stormwater management, grading, or land alteration permits or approvals.

An NOI must also be submitted to the Florida Department of Environmental Protection, NPDES Stormwater Notices Center, MS 2510, 2600 Blair Stone Road, Tallahassee, FL 32399. FDEP forms may be downloaded from the State's web site <http://www.dep.state.fl.us/water/stormwater/npdes/> or phone 850-921-9870 if you have questions.

Acceptance of the bid to which this certification and disclosure applies in no way represents the Owner or its Representative has evaluated and thereby determined that the information is adequate to comply with the applicable U.S. EPA or FDEP requirements nor does it in any way relieve the contractor of its sole responsibility to comply with the applicable U.S. EPA and FDEP requirements, including inspection of all control measures at least once each week and following any storm (rainfall) event of 0.5 inches or greater and maintaining reports of each inspection.

Bidder (Company): _____

Name and Title: _____

Address: _____

Telephone: _____

BY SIGNATURE BELOW OF AUTHORIZED REPRESENTATIVE, CONTRACTOR ACKNOWLEDGES RECEIPT OF A COPY OF CITY ORDINANCES 95-12 and 96-09 AND AGREES TO ABIDE BY THE REQUIREMENTS OF SAID ORDINANCES.

Signature: _____ Date: _____
Printed name/title: _____

ORDINANCE 95-12

AN ORDINANCE OF THE CITY OF VENICE, FLORIDA, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 9, HEALTH AND SANITATION, ARTICLE IV, DISPOSAL OF EXCRETA, SECTION 9-71, DISCHARGE OF RAW SEWAGE INTO STORMWATER; DELETING ARTICLE V, PROHIBITED STORMWATER DISCHARGES; ADDING CHAPTER 19, WATER AND SEWERS, ARTICLE VI, STORMWATER QUALITY; DELETING CHAPTER 15, STREETS AND SIDEWALKS, ARTICLE IV, EXCAVATIONS, SECTION 15-53, STORM DRAINAGE AND POLLUTION; PROVIDING FOR CONFLICT WITH OTHER ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, control of stormwater runoff is necessary from individual lots that do not require a permit from the Southwest Florida Water Management District and requiring compliance with the provisions of the Clean Water Act 33 U.S.C.1251 et.seq., as amended by the Water Quality Act of 1987; and

WHEREAS, the City is desirous of complying with its U.S. Environmental Protection Agency National Pollutant Discharge Elimination System Permit and its Stormwater Master Plan, therefore, stormwater runoff and any discharge to the City storm sewer system will be closely monitored and regulated; and

WHEREAS, the control of stormwater runoff is the responsibility of each individual property owner; and

WHEREAS, the City is desirous of controlling stormwater runoff and insuring compliance with the Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VENICE, FLORIDA:

SECTION 1. Chapter 9, Water and Sewers, Article IV, Disposal of Excreta, Section 9-71, Discharge of Raw Sewage into Storm Sewer, is amended to read as follows:

Sec. 9-71. Discharge of raw sewage into storm sewer.

It shall be unlawful for any person to discharge raw sewage or to discharge the effluent of and from any septic tank into the storm sewer system of the city or to construct or maintain any system of drainage, pipes, conduits or other apparatus whereby raw sewage or the effluent of and from any septic tank shall or may be discharged into or through the storm sewer system of the city.

SECTION 2. Chapter 9, Water and Sewers, Article V, Prohibited Stormwater Discharges, is deleted in its entirety.

SECTION 3. Chapter 19, Water and Sewers, Article VI, Stormwater Quality is added to read as follows:

ARTICLE VI. STORMWATER QUALITY

Sec. 19-141. Definitions.

As used in this article "industrial stormwater" means stormwater runoff from a site with industrial activities, as defined under 40 CFR Section 122.26(a)(14) U.S. Environmental Protection Agency regulation.

As used in this article "construction sites" refers to all sites.

As used in this article, "illicit discharge" is any discharge of anything other than stormwater to the municipal separate storm sewer system (MS4) or the waters of the State of Florida or the United States.

As used in this article "industrial wastewater" refers to liquids used by an entity in their course of business, that if discharged to the MS4, would degrade the quality of stormwater.

Sec. 19-142. Disposal of industrial stormwater discharges.

The following types of discharges to the municipal separate storm sewer of the city must be controlled as indicated.

(1) **Industrial wastewater/illicit discharge:** Industrial wastewater/illicit discharge may not be discharged to the city's municipal separate storm sewer system.

(2) **Industrial stormwater:** As required to comply with NPDES regulations, the quality of industrial stormwater which is discharged through the city's municipal separate storm sewer system may be subject to regulation or permitting, and any violation of such regulation or permit may be subject to an order to immediately cease such

discharge.

Sec. 19-143. Runoff stormwater and Best Management Practice (BMPs) for construction sites.

BMPs shall be implemented as necessary, to insure that all discharges from construction activities are in compliance with the City of Venice EPA/NPDES Stormwater Permit and the Stormwater Master Plan, or the SWFWMD Permit or EPA's NPDES Construction Activity General Permit, whichever is most stringent in its requirements.

Best Management Practices include but are not limited to, the following requirements:

- (a) All site grading shall be conducted in such a manner that all stormwater management facilities located adjacent to the site are not altered in any way which will diminish their designated flow or pollutant removal capacity or the shape of the drainage facility.
- (b) Maintenance of vegetative buffers or use of a silt fence and/or staked hay bales which minimize erosion and retain sediment on site, shall be implemented prior to any construction activities taking place at sites which discharge to surface water or the municipal separate storm sewer system (MS4). These controls, when utilized, shall be secured and properly maintained during construction activities until the site has been stabilized with sod and/or seed and mulch. A double silt fence may be required as an additional measure to insure that discharges from the site are in compliance with water quality standards as established by the EPA/NPDES Stormwater Permit. Undisturbed vegetative buffers shall be maintained intact to the maximum extent possible to reduce erosion and the discharge of sediment from stormwater runoff. All areas of exposed soil shall be stabilized within 72 hours of attaining final grade.
- (c) Storm sewer systems (eg. inlets, pipes and ditches, etc.) adjacent to the site must be protected by a silt fence and/or staked hay bales during construction, to keep solids from entering conveyance systems.
- (d) Vehicles such as concrete or dump trucks and other construction equipment shall not be washed at locations where the runoff will flow directly into a lake, wetland, watercourse or stormwater conveyance system. Special areas must be designated for washing vehicles. In all new subdivisions, a wash area may be established by the owner/developer which can be used by the site contractor and home builders. If established, wash areas shall be located where the wash water will spread out and evaporate or infiltrate directly into the ground, or where the runoff can be collected in a temporary holding or seepage basin. Gravel or rock bases are recommended for temporary holding or seepage basins, to minimize mud generation. Underdrains shall be installed where infiltration basins are provided as required by the owner/developer's engineer or the Southwest Florida Water Management District. Upon completion of the project, the wash areas shall be graded and stabilized and any trash or waste shall be collected and disposed of properly.
- (e) Fuel, chemicals, cements, solvents, paints, topsoil, or other potential water pollutants shall be stored in areas where they will not cause runoff pollution. Toxic chemicals and materials, such as pesticides, paints, and acids, must be stored in accordance with manufacturer's guidelines. Groundwater resources shall be protected from leaching by placing a plastic mat, packed clay, tar paper, or other impervious material on any areas where toxic liquids are to be opened and stored.
- (f) A minimum of one permitted driveway must be established prior to construction and shall be used as the only access for ingress/egress during construction in order to provide minimum disturbance of drainage facilities and vegetative cover on site.

Sec. 19-44. Owner responsibility for stormwater runoff.

- (a) The control of stormwater runoff is the responsibility of each individual property owner.
- (b) Any property owner constructing or causing to be constructed any building which requires an elevated slab and the elevation of the building pad is higher than that of adjoining properties, will control stormwater runoff during construction. Likewise, any property that is filled more than twelve inches above the adjacent property must provide additional control measures for stormwater during construction. Upon completion of the work, all stormwater runoff shall flow to its natural preconstruction drainage swale, ditch, etc., or be retained in a retention or detention pond(s) designed and constructed for that purpose.
- (c) For any construction where the elevation of the building pad or site fill will be higher than adjoining properties, construction plans certified by a professional engineer registered with the State of Florida, retained by the property owner, will be provided to the City prior to issuance of a building permit.
- (d) Any single lot not covered under Southwest Florida Water Management District rules, exceeding forty-five percent in impervious coverage (including buildings, drives, sidewalks, patios, etc.) shall require stormwater retention facilities to be designed by a Florida registered engineer. The design is to meet the City of Venice EPA/NPDES Permit requirements for quantity and quality of treatment.
- (e) The property owner's engineer will be required to certify to the City Engineer that construction was completed

in accordance with the certified plans, prior to issuance of a Certificate of Occupancy.

(f) All improvements to property affecting stormwater drainage must be done in compliance with the City's Comprehensive Plan.

Sec. 19-145. Illicit discharges.

It shall be unlawful for any person to discharge anything other than stormwater into the city's municipal separate storm sewer system whether such discharges occur through piping connections, runoff, exfiltration, infiltration, seepage, or leaks. No person may maintain, use, or establish any direct or indirect connection to any storm sewer owned by the city that results in any discharge in violation of any provision of federal, state, city, or other law or regulation. This provision is retroactive to January 1, 1995, and applies to connections made prior to the effective date of this provision, regardless of whether made under a permit, or other authorization, or whether permissible under laws or practices applicable or prevailing at the time the connection was made.

No materials other than those composed entirely of stormwater shall be disposed of, dumped, or spilled into the city's municipal separate storm sewer system, whether such materials are in a solid or liquid form.

Sec. 19-146. Inspections.

It shall be the duty of the city engineer or designee to carry out all inspections, surveillance, and monitoring procedures necessary to determine compliance with this article.

SECTION 4. Chapter 15, Streets and Sidewalks, Article IV, Excavations, Section 15-53, Storm Drainage and Pollution, is deleted in its entirety.

SECTION 5. To the extent of any conflict between the provisions of this Ordinance, and any other Ordinance, Resolution, or Agreement of the City of Venice, Florida, the provisions of this Ordinance shall prevail.

SECTION 6. Severability. If for any reason a provision of this Ordinance or the application thereof to any person, group of persons, or circumstances is held invalid, the invalidity shall not effect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of the Ordinance are severable.

SECTION 7. Effective Date. This Ordinance shall take effect immediately upon its adoption, as required by law.

PASSED BY THE COUNCIL OF THE CITY OF VENICE, FLORIDA, THIS 23RD DAY OF MAY, 1995.

First Reading: May 9, 1995 - Final Reading: May 23, 1995 - ADOPTION: May 23, 1995

ATTEST: /s/LORI STELZER, CMC, CITY CLERK /S/ MERLE L. GRASER, MAYOR

I, LORI STELZER, City Clerk of the City of Venice, Florida, a municipal corporation in Sarasota County, Florida, do hereby certify that the foregoing is a full and complete, true and correct copy of an Ordinance duly adopted by the Venice City Council, at a meeting thereof duly convened and held on the 23rd day of May, 1995, a quorum being present.

WITNESS my hand and the official seal of said City this 24th day of May, 1995.

/S/ LORI STELZER, CMC, CITY CLERK Approved as to form: /S/ ROBERT C. ANDERSON, CITY ATTORNEY

ORDINANCE 96-09

AN ORDINANCE OF THE CITY OF VENICE, FLORIDA, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 19, WATER AND SEWERS, ARTICLE VI, STORMWATER QUALITY, SECTION 19-141, DEFINITION FOR INDUSTRIAL STORMWATER, SECTION 19-146, INSPECTIONS, PROVIDING FOR CONFLICT WITH OTHER ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Venice is responsible for the conservation, management, protection, control, use and enhancement of stormwater within its corporate limits, and for the acquisition, management, maintenance, extension, and improvement of the stormwater systems in the City; and

WHEREAS, the Environmental Protection Agency/National Pollutant Discharge Elimination System (EPA/NPDES) permit requires certain amendments to the existing Ordinance and extension of inspection authority on private properties.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VENICE, FLORIDA:

SECTION 1. Chapter 19, Water and Sewers, Article VI, Stormwater Quality, Section 19-141, Definition, for Industrial Stormwater is amended to read as follows:

Sec. 19-141. Definitions.

As used in this article, "industrial stormwater" means stormwater runoff from a site with industrial activities, as defined under 40 CFR Section 122.26 (a) (b) (14), U.S. Environmental Protection Agency regulation.

SECTION 2. Chapter 19, Water and Sewers, Article VI, Stormwater Quality, Section 19-146, Inspections, is amended to read as follows:

Sec. 19-146. Inspections.

It shall be the duty of the city engineer or designee to carry out all inspections, surveillance, and monitoring procedures necessary to determine compliance with this article. The city engineer or his duly authorized agents may enter at all reasonable times in or upon any private or public property for the purpose of inspecting and investigating conditions and practices which may be a violation of this ordinance, regulation or permit. The city engineer may, whenever necessary, make an inspection of construction sites to enforce any of the provisions of this ordinance, regulation or permit issued hereunder, or whenever an authorized official has reasonable cause to believe there exists any condition constituting a violation of this ordinance, regulation or permit issued hereunder. The city engineer shall inspect the work and shall require the owner to obtain services to provide adequate on-site inspection. If the city engineer finds that eroded soils are leaving the construction site, the city engineer may direct the owner(s) or his agents or his contractor on the site by written order to install any and all erosion controls that are deemed necessary to prevent said soil erosion from migrating off site. Notwithstanding the existence or pursuit of any other remedy, the City may maintain an action in its own name in any court of competent jurisdiction for an injunction or other process against any person to restrain or prevent violations of this ordinance.

SECTION 3. To the extent of any conflict between the provisions of this Ordinance, and any other Ordinance, Resolution, or Agreement of the City of Venice, Florida, the provisions of this Ordinance shall prevail.

SECTION 4. Severability. If for any reason a provision of this Ordinance or the application thereof to any person, group of persons, or circumstances is held invalid, the invalidity shall not effect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of the Ordinance are severable.

SECTION 5. Effective Date. This Ordinance shall take effect immediately upon its adoption, as required by law.

PASSED BY THE COUNCIL OF THE CITY OF VENICE, FLORIDA, THIS 26TH DAY OF MARCH, 1996.

First Reading: March 12, 1996 - Final Reading: March 26, 1996 - ADOPTION: March 26, 1996

ATTEST: /s/LORI STELZER, CMC, CITY CLERK /S/ MERLE L. GRASER, MAYOR

I, LORI STELZER, City Clerk of the City of Venice, Florida, a municipal corporation in Sarasota County, Florida, do hereby certify that the foregoing is a full and complete, true and correct copy of an Ordinance duly adopted by the Venice City Council, at a meeting thereof duly convened and held on the 26th day of March, 1996, a quorum being present.

WITNESS my hand and the official seal of said City this 27th day of March, 1996.
/S/ LORI STELZER, CMC, CITY CLERK Approved as to form: /S/ ROBERT C. ANDERSON, CITY ATTORNEY.

STATEMENT OF REFERENCES
FOR CONTRACTOR

NAME OF CONTRACTOR: _____

BUSINESS ADDRESS: _____

How many years have you been engaged in the business under the present firm name? _____

List previous business experience: _____

List at least three construction references:

(1) Person to contact: _____

Company Name: _____

Address: _____

Telephone: _____ Date work performed: _____

(2) Person to contact: _____

Company Name: _____

Address: _____

Telephone: _____ Date work performed: _____

(3) Person to contact: _____

Company Name: _____

Address: _____

Telephone: _____ Date work performed: _____

(4) Person to contact: _____

Company Name: _____

Address: _____

Telephone: _____ Date work performed: _____

CONTRACTOR'S STATEMENT OF
SUBCONTRACTORS TO BE USED FOR THIS WORK

NAME OF CONTRACTOR: _____

BUSINESS ADDRESS: _____

LIST SUBCONTRACTORS TO BE USED IN THE PROJECT:

(1) Company Name: _____

Address: _____

Telephone: _____ Phase of Work Sublet: _____

(2) Company Name: _____

Address: _____

Telephone: _____ Phase of Work Sublet: _____

(3) Company Name: _____

Address: _____

Telephone: _____ Phase of Work Sublet: _____

(4) Company Name: _____

Address: _____

Telephone: _____ Phase of Work Sublet: _____

DRUG FREE WORKPLACE CERTIFICATION

If identical tie bids exist, preference will be given to the vendor who submits a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. The drug-free workplace preference is applied as follows:

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

As the person authorized to sign this statement, I certify that this firm complies fully with the following requirements:

- 1) This firm publishes a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) This firm informs employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) This firm gives each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), this firm notifies the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) This firm imposes a sanction on or requires the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) This firm will continue to make a good faith effort to maintain a drug-free workplace through implementation of this section.

Contractor's Name Signature

NON-COLLUSIVE AFFIDAVIT

State of _____

County of _____



SS.

_____ being first duly sworn, deposes and says that:

1. He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____ the Offeror that has submitted the attached Proposal;
2. He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Offeror, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or have in any manner, directly or indirectly sought by agreement or collusion, or have in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any Offeror, firm, or person to fix the price or prices in the attached Proposal or of any other Offeror, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Offeror, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposal Work.

Signed, sealed and delivered
in the presence of:

By: _____

(Printed Name)

(Title)

ACKNOWLEDGEMENT

State of _____

County of _____

On this _____ day of _____, 2014, before me, the undersigned Notary Public of the State of _____, personally appeared _____ and (Name(s) of Individual(s) who appeared before notary) whose name(s) in/are Subscribed to the written instrument, and he/she/they acknowledge that he/she/they executed it.

NOTARY PUBLIC
SEAL OF OFFICE:

NOTARY PUBLIC, STATE OF _____

(Name of Notary Public: Print, stamp, or type as commissioned)

☐ Personally known to me, or ☐ Produced Identification: _____ ☐ DID take an oath, or ☐ DID NOT take an oath

PUBLIC ENTITY CRIME INFORMATION

A person or affiliate who has been placed on the State of Florida's convicted vendor list following a conviction for a public entity crime may not submit a BID/ITB proposal on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for services in the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, Sub-Contractor, or Contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in **Section 2876.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.**

I, _____, being an authorized representative
of the firm of _____, located at City:
_____ State: _____ Zip: _____, have
read and understand the contents of the Public Entity Crime Information and of this
formal BID/ITB package, hereby submit our proposal accordingly.

Signature: _____

Date: _____

Phone: _____

Fax: _____

Federal ID#: _____

NO BID RESPONSE

IMPORTANT: If you choose not to submit a bid for the attached "Invitation To Bid," please complete and return this form only on/before bid closing date. Failure to respond will result in your company being negatively registered as non-responsive. In the event five (5) "no responses" are posted, you will be automatically dropped from our mailing list for future solicitations for the described product/service.

Thank you for taking this opportunity to help us update and improve the solicitation process.

Bid Open/Close Date: **April 23, 2014 at 2:00 PM**

Bid Number: **2982-14**

Description: **Eastside WRF Filter Rehabilitation**

Contact: Peter Boers, Procurement- Finance Department

Please check the appropriate response. We respectfully submit "No bid" for the following reason(s):

- ☐ 1. We are unable to meet the required delivery date
- ☐ 2. We cannot provide a product to meet the required specifications.
- ☐ 3. We no longer provide the requested product.
- ☐ 4. We do not represent the required brand name product.
- ☐ 5. The bid closing date does not allow adequate time to prepare a response.
- ☐ 6. The specifications are too restrictive.
- ☐ 7. We have chosen not to do business with the City
- ☐ 8. Other (feel free to provide our response on your company letterhead.)

Company Name _____ Vendor No. _____

Authorized Signature _____

Print Name _____

Title _____

Date _____ Telephone No. _____

**Eastside WRF Filter Rehabilitation
Bid Submittal Form**

BID ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL AMOUNT
1	MOBILIZATION/DEMOBILIZATION	LS	1	\$	\$
2	FILTER NO. 1 REHABILITATION	LS	1	\$	\$
3	FILTER NO. 2 REHABILITATION	LS	1	\$	\$
4	FILTER NO. 3 REHABILITATION	LS	1	\$	\$
5	OWNER'S ALLOWANCE	LS	1		\$ 50,000.00
TOTAL BASE BID PRICE		\$			
TOTAL BASE BID PRICE (WRITTEN IN WORDS)					

**THIS BID MADE BY AND ON
BEHALF OF:**

Company: _____

Address: _____

(SEAL)

Fax #: _____

Email Address:

BY: _____

Authorized Signature

PRINT: _____

TITLE: _____

SAMPLE CONTRACT

THIS CONTRACT, pursuant to City Council approval granted on _____, is made and entered into this _____ day of _____, 2014, by and between the CITY OF VENICE, FLORIDA, hereinafter referred to as the City, and _____, of the City of _____, County of _____, and State of _____, 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, standard general conditions, supplemental conditions, special conditions, technical specifications, drawings, bid proposal, payment and performance bonds, all of which are hereby made a part of this agreement.

(2) The Contractor shall perform all the work required by the contract documents for the following described project; and shall include installation of the listed items, per bid specifications:

City Bid # **ITB# 2982-14: Eastside WRF Filter Rehabilitation**

(3) The work to be performed under this contract shall be completed within _____ 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, subject to the terms and conditions of the contract documents and any written change orders, the contract sum of: _____
Dollars & 00/100.

(5) Time is of the essence in this contract. In the event that the work is not completed within the required time, then from the compensation otherwise to be paid to the Contractor, the City may retain the sum of **Two- Hundred and Fifty Dollars (\$200.00) per day** for each calendar day that the work remains uncompleted 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) 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: _____

ATTEST: CONTRACTOR

BY: _____

Signed by (typed or printed) _____
Signed by (typed or printed)

Approved as to Form and Correctness

David Persson, City Attorney

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.”

**GIVE THIS INFORMATION TO YOUR SURETY TO AID IN
PREPARATION OF BONDS**

PUBLIC WORKS PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT _____, a _____
Corporation, as Principal, hereinafter called Contractor; and
_____, a corporation of the State
of _____, a surety, hereinafter called Surety, are held and firmly bound unto the
City of Venice as Obligee, hereinafter called the City in the amount of:
_____ 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
_____, 2014, entered into a Contract with the City for the following described
project:

ITB# 2982-14: TBD

which contract is incorporated by reference 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 anyway 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 the Section 255.05, Florida Statutes, their heirs, executors, administrators, successors or assigns.

Signed and sealed this _____ day of _____, A.D., 2014.

CONTRACTOR

By: _____

IN THE PRESENCE OF:

INSURANCE COMPANY

By: _____
Agent and Attorney-in-Fact

PUBLIC WORKS PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT, _____, _____ as Principal, hereinafter called Contractor; and _____, a corporation of the State of _____ 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 _____ 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 _____, 2014, entered into a Contract with the City for the following described project:

ITB# 2982-14: TBD

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 and faithfully perform 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 way affect its obligations 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 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 _____, A.D., 2014.

IN THE PRESENCE OF:

CONTRACTOR

_____ By: _____

INSURANCE COMPANY

By: _____
Agent and Attorney-in-Fact

CONTRACTOR'S RELEASE OF LIEN

BEFORE ME, the undersigned authority in said County and State, appeared _____, who being first duly sworn, deposes and says that he is

_____ of _____ a company and/or corporation authorized to do business under the laws of Florida, which is the contractor on Project known as City of Venice Bid # **29xx-14**, located in the City of Venice, County of Sarasota, Florida, under contract with the City of Venice, dated the _____ day of _____, 2013, that the said deponent is duly authorized to make this affidavit by resolution of the Board of Directors of said company and/or corporation; that deponent knows of his own knowledge that said contract has been complied with in every particular by said contractor and that all parts of the work have been approved by the City Engineer; that there are no bills remaining unpaid for labor, material or otherwise, in connection with said contract and work, and that there are no suits pending against the undersigned as contractor or anyone in connection with the work done and materials furnished or otherwise, under said contract.

DEPONENT further says that the final estimate which has been submitted to the City simultaneously with the making of this affidavit, constitutes all claims and demands against the City on account of said contract or otherwise, and that acceptance of the sum specified in said final estimate will operate as a full and final release and discharge of the City from any further claims, demands or compensation by contractor under the above contract.

DEPONENT further agrees that all guarantees under this contract shall start and be in full force from the date of this release as spelled out in the contract documents.

Signature: _____

Printed Name:

STATE OF FLORIDA)
COUNTY OF)

Signed before me this _____ day of _____, 2014,
by _____ who is personally known to me or has produced
_____ as identification.

Notary Public
My Commission Expires:
Commission Number:

WE, the _____, having heretofore executed a performance bond and a payment bond for the above named contractor covering project and section as described above in the sum of (\$ _____)

Dollars, hereby agree that the Owner may make full payment of the final estimate, including the retained percentage, to said contractor.

IT IS fully understood that the granting of the right to make the payment of the final estimate to said contractor and/or his assigns, shall in no way relieve this surety company of its obligations under its bonds, as set forth in the specifications, contract, and bonds pertaining to the above project.

IN WITNESS WHEREOF, the _____ has caused this instrument to be executed on its behalf by its _____, and/or its duly authorized attorney in fact, and its corporate seal to be hereunto affixed, all on this _____ day of _____, A.D., 2014.

Surety Company

Attorney in Fact

Power of Attorney must be attached if executed by Attorney in Fact.

STATE OF)

COUNTY OF)

BEFORE ME, the undersigned authority, appeared _____, who is personally known to me or has produced

_____ as identification, and who executed the foregoing instrument in the name of

_____ as its _____ and the said

_____ acknowledged that he executed said instrument in the name of

_____ as its _____ and/or _____, for the purpose therein expressed and that he had due and legal authority to execute the same on behalf of said _____, a corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at _____ this _____ day of _____, 2014.

Notary Public

My Commission Expires:

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT NO.

PROJECT:

CONTRACTOR CONTRACT DATE

CONTRACT FOR

Project or Specified Part Shall Include:

DEFINITION OF SUBSTANTIAL COMPLETION

The date of substantial completion of a project or specified part of a project is the date when the work is sufficiently completed, in accordance with the Contract Documents, so that the project or specified part of the project can be utilized for the purpose for which it was intended.

TO: (Contractor)

DATE OF SUBSTANTIAL COMPLETION:

The work performed under this contract has been inspected by authorized representatives of the City of Venice and the contractor, and the project or specified part of the project, is hereby declared to be substantially completed on the above date.

A tentative list of items to be completed or corrected is appended hereto. This list may not be exhaustive, and the failure to include an item on it does not alter the responsibility of the contractor to complete all the work in accordance with the contract documents. These items shall be completed by the contractor within _____ days of Substantial Completion.

The date of Substantial Completion is the date upon which all guarantees and warranties begin, except as noted below. The responsibilities between the Owner and the Contractor for maintenance shall be as set forth below.

CITY OF VENICE

By:

Date: _____

The contractor accepts the foregoing Certification of Substantial Completion and agrees to complete and correct the items on the tentative list within the time indicated.

Contractor Authorized Representative

Date: _____

RESPONSIBILITIES:

OWNER:

CONTRACTOR:

EXCEPTIONS AS TO GUARANTEES AND WARRANTIES:

ATTACHMENTS (Identify)

SPECIAL CONDITIONS

1. Retainage

Retainage of 10 percent of each progress payment made to the contractor shall be withheld until final completion and acceptance of the project by the City of Venice for all construction services contracts exceeding \$200,000. Retainage shall not be withheld for construction services contracts of \$200,000 or less.

2. Stored Materials

The City of Venice, at its discretion, will pay for stored materials which are safely stored on the project site in accordance with the manufacturer's or supplier's recommendations and in accordance with these Contract Documents. All requests for payment of stored materials shall be accompanied by a paid receipt indicating that the contractor has paid for the materials.

3. Owner's Allowance

This Bid Item entails minor increases to existing bid item quantities or minor modification items not bid which were unforeseen and necessary during the construction to provide a safe, complete project in accordance with the Bid Documents. Authorization for use of any of this Bid Item shall be made by the City of Venice in writing prior to performing the associated work. In general, this item is for unanticipated conflicts and/or design changes required during construction which are necessary to complete the project without changing the initial Scope of Work and without costly delays.

4. Stipulated Damages

In the event that the work is not completed within the required time, then from the compensation otherwise to be paid to the Contractor, the City may retain the sum of nine hundred sixty-six dollars (\$966.00) per day for each calendar day that the work remains uncompleted 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.

5. Testing

Unless otherwise specified herein, Contractor shall arrange and pay for all testing required by the Contract Documents.

6. Construction Time

The Contractor shall start work on October 1, 2014 and shall diligently prosecute the work to completion on or before April 1, 2015.

SPECIFICATIONS

PART 1: GENERAL

1.01 SCOPE OF WORK

- A. Contractor shall furnish all labor, materials, equipment and incidentals required for the rehabilitation of three (3) automatic backwash filter mechanisms at the City of Venice Water Reclamation Facility (WRF) as shown on the drawings and as specified herein, installed, tested, and ready for operation.
- B. The City of Venice WRF (located at 3510 Laurel Road East, Venice, FL 34275) has three (3) 16-foot by 66-foot AquaABF units. The filters are in need of rehabilitation. During the rehabilitation, only one (1) of the three (3) filters may be taken out of service at a time. At a minimum, a 24 hour transition time must take place between the completion of one (1) filter rehabilitation and the start of the next filter rehabilitation.

1.02 QUALIFICATIONS

- A. The automatic backwash filter parts, materials, and equipment shall be manufactured by Aqua-Aerobic Systems, Inc., of Loves Park, Illinois unless otherwise noted herein.
- B. The contractor shall furnish all necessary labor, tools, equipment, and supplies to perform the required services in accordance with the installation instructions and specifications of the manufacturer.

1.03 SPECIFICATION PRECEDENCE

- A. The specifications for equipment and controls under this section supercede specifications for equipment and controls specified elsewhere in the contract documents and drawings. Purchased components such as gear reducers, pumps, motors, and valves, shall be provided with standard recommended manufacturers paint, unless otherwise specified within this section.

1.04 WARRANTY

- A. The manufacturer shall provide a written warranty against defects in materials and workmanship. Manufacturer shall warrant the goods provided to be free from defects in materials and workmanship under normal conditions and use for a period of one (1) year from the date the goods are put into service, or 18 months from shipment of equipment, whichever first shall occur.

1.05 OPERATING INSTRUCTIONS

- A. Operation and maintenance manuals shall be furnished. The manuals shall be prepared specifically for this installation and shall include all required cuts, drawings, equipment lists, descriptions, etc., that are required to instruct operation and maintenance personnel unfamiliar with such equipment.
- B. A factory representative who has complete knowledge of proper operation and maintenance shall be provided to instruct representatives of the Owner on proper operation and maintenance. This work shall be conducted in conjunction with the inspection of the installation and mechanical startup as provided under PART 3 below

1.06 PAYMENT

- A. Contractor shall provide separate lump sum prices for the rehabilitation of each automatic backwash filter including, but not limited to, equipment, labor hours, freight, materials, and restoring work area back to its original status as outlined on the drawings and specified herein.
 - 1. Measurement and payment for each lump sum bid item for the rehabilitation of each automatic backwash filter will be made based on a percentage of completion, as approved by the City on a monthly basis for each item listed on the bid form of the contract documents.
- B. Measurement and payment for the mobilization/demobilization bid item will be made at the contract lump sum price. This price shall be full compensation for all costs incurred for preparatory work and operations including, but not limited to those necessary for the movement of personnel, equipment and supplies to and from the project site; cleanup and incidentals to the project site; the establishment of a field office and other facilities necessary for work on the project; fees for bonds, and all other work and operations including submittals, which must be performed prior to beginning work on the various items. The lump sum price shall not exceed five percent (5%) of the total of all items bid. Payment for mobilization will be payable in the first partial payment at 75% of the contract lump sum price for mobilization and the balance payable in the final project close-out payment.

PART 2: PRODUCTS

2.01 MATERIALS AND EQUIPMENT

- A. All structural steel used in the fabrication of the equipment shall be stainless steel and conform to the requirements of specifications, ASTM Designation A-240. All welding shall conform to the latest standards of the American Welding Society.

2.02 FILTER UNDERDRAIN SYSTEM

- A. The filter underdrain system including the porous plates, retaining angles and associated hardware, and the caulk, shall be replaced in Filters 1 and 2, but not in Filter 3. The filter underdrain system for Filter 3 shall be chemically cleaned with chlorine or caustic soda in accordance with AquaABF® Automatica Backwash Filter Porous Plate Maintenance and Treatment (Aqua-Aerobic Systems, Inc., October 2012).
- B. Filter Bed: The filter bed shall consist of a series of partitions which divide the filter into multiple 12-inch wide compartments.
- C. Cell Dividers: The existing cell dividers shall be reused.
- D. Influent and Effluent Headers: The existing influent and effluent headers shall be reused.
- E. Filter Media Support System: The existing porous plates, retaining angles and hardware shall be removed. The new filter media support system shall consist of fused alumina oxide porous plates that meet the following requirements:
 - 1. Porosity: 30% to 40%
 - 2. Flexural strength: 1,000 P.S.I. minimum
 - 3. Air Permeability: 170 to 190 C.F.M. per ft² per 1.0 inch thick plate at 2 inches water column pressure

- 4. Thickness: 1 inch (nominal)
- F. The porous plates shall be completely sealed in place with Mameco (Vulkem 626) or City approved equal. To ensure proper sealing capabilities and procedures, there shall be one tube of sealant, (or equivalent gallon capacity) provided for each porous plate furnished. The porous plates shall be held down by a fiberglass reinforced polyester retaining angle attached to the cell divider with 1/4 inch stainless steel fasteners through factory pre-drilled holes.

2.03 GRANULAR MEDIA

- A. The filter media shall be replaced in Filters 1, 2 and 3. All media shall be manufactured by Aqua-Aerobic Systems, Inc. or City approved equal.
- B. The filter shall have a nominal sand media depth of 11 inches. The depth specified shall be obtained when the filter is completely submerged and after thorough backwashing to remove all media fines. The sand media shall be a high-grade silica sand with a minimum of 85% silica dioxide complying with Sections 1, 2.2, and 5 of the Standard Specifications for Filtering Material (AWWA Designation: B100-09). The sand shall be well graded and materials showing abnormal grading will be rejected. The particle size distribution shall be determined by screening through standard U.S. Series sieves. The percent size shall be determined from a plot of the percentages of the material passing each sieve, against the rated openings of the sieve. The 10% size or effective size shall be between 0.55 and 0.65 millimeters. The uniformity coefficient (ratio of 60% size to 10% size) shall not exceed 1.50. The sand media shall be supplied in 3,000 lb supersacks without pallets.
- C. Anthracite Media: The anthracite media shall have a nominal depth of 11 inches. The anthracite media shall be durable anthracite coal particles of various sizes complying with Sections 1, 2.3, 3, and 5 of the Standard Specification for Filtering Material (AWWA Designation B100-09). The 10% size or effective size shall be between 0.85 and 0.95 millimeters. The uniformity coefficient (ratio of 60% size to 10% size) shall not exceed 1.7. The anthracite media shall be supplied in 2,250 lb supersacks without pallets.
- D. The contractor shall be responsible for the removal and proper disposal of all materials removed from the filters as a result of this project.

2.04 WASHWATER LAUNDER

- A. The existing washwater launders shall be reused. The contractor shall caulk the joints on the washwater trough to prevent the washwater from reentering the filter bed.
- B. The washwater hood is higher than the manufacturer's recommended 3/4 inches over the top of the cell dividers and should be lowered to 3/4 inches above the dividers for Filter 1.

2.05 BACKWASH MECHANISM ASSEMBLY

- A. Bridge: The existing bridge weldment shall be reused.
- B. Throttling Valves: New valves shall be supplied by the filter manufacturer on all three (3) bridges for throttling the backwash and washwater pumps. A total of six (6) flanged style manual valves shall be supplied, for installation in the existing piping by the installing contractor.
- C. Drive Mechanism: New gearboxes, shafts, bearings and wheels shall be supplied by the equipment manufacturer for Filters 1 and 2, for installation by the contractor.

The bridge drive unit consists of one (1) single speed, 1/2 HP (T.E.F.C.) motor with 1.15 service factor, a gear reducer having minimum torque rating of 5,100 inch-lbs., a drive shaft and self aligning, flanged bearings.

1. All gearing shall be fully enclosed in an oil-tight cast housing with the gears running in oil and all bearings of anti-friction type.
2. The steel drive shaft shall be turned, ground, polished and shall have a rust inhibiting PVC covering.
3. The drive shaft shall be supported by self-aligning anti-friction ball bearings. All bearings shall have lubrication fittings easily accessible from the bridge walkway.
4. All bridge wheels shall be solid, double-flanged, 316 stainless steel. Both wheels on the backwash end of the bridge shall be locked to the shafts to maintain proper alignment with backwash wear strip. The wheels on the influent end of the bridge shall be capable of compensating for minor misalignment of rails by sliding on the shafts.

2.06 PRODUCT SUBSTITUTIONS

A. QUALITY GUARANTEE

1. Any product substitutions as specified herein must do so in writing to the City, specifying the bid name no later than ten (10) days prior to bid opening. No substitutions shall be considered after this time.
 - a. Any such substitution shall be subject to written City approval prior to bid opening. Substitutions shall be approved only if determined by the City to be equivalent to the prescribed specifications. A bid containing a substitution is subject to disqualification if the substitution has not been approved in writing by the City.

B. REQUESTS FOR SUBSTITUTIONS

1. Requests for substitutions not made in strict conformance with this paragraph shall be unacceptable and shall be rejected by the City without review.
2. Submit separate requests for each substitution using the form attached (Attachment 1). Document each request with complete data substantiating compliance of proposed substitution with requirements of the contract documents.
3. Identify product by specification paragraph numbers. Provide manufacturer's name and address, trade name of product, and model or catalog number. List fabricators and suppliers as appropriate.
4. List similar projects using product for which the substitution has been used, dates of installation, and names of Owner.
5. Submit itemized comparison of proposed substitution with specified product, listing variations, and reference to specification paragraph numbers.
6. Submit quality and performance comparison between proposed substitution and the specified product.
7. List availability of maintenance services and replacement materials.
8. A substitute product may be considered equal to the product identified in the specification if in all aspects (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function

imposed by the general design for the work being contracted for or the material being purchased; and (3) it conforms substantially, even with deviations, to the detailed requirements for the product in said specification.

PART 3: SERVICES

3.01 EQUIPMENT SUPPLIERS SERVICES

The equipment manufacturer shall furnish the services of a competent field technician for a minimum of five (5) working days on site and five (5) separate trips. These five (5) trips shall consist of one (1) preconstruction trip, two (2) plate installation trips to perform light tests, and two (2) mechanical start-up trips.

Attachment 1:
SUBSTITUTION REQUEST FORM

Date: _____

1. Name of product to be substituted: _____

2. Name of product requested as substitute: _____

3. Specification Reference: _____

4. Attach Product Data to this form.

5. List similar projects using this product:

	<u>Project</u>	<u>Date of Installation</u>	<u>Engineer</u>	<u>Owner</u>
i.	_____	_____	_____	_____
ii.	_____	_____	_____	_____
iii.	_____	_____	_____	_____

6. Attach itemized comparison by Specification Paragraph.

7. Bidder Representations:

- i. Bidder has complied with specification in its entirety.
- ii. Bidder has personally investigated proposed substitution and has determined that it is equal or superior in all respects to the project specified.
- iii. Bidder shall provide same warranty as required for the specified product, as a minimum.
- iv. Bidder waives all claims for additional costs related to substitution which subsequently become apparent.

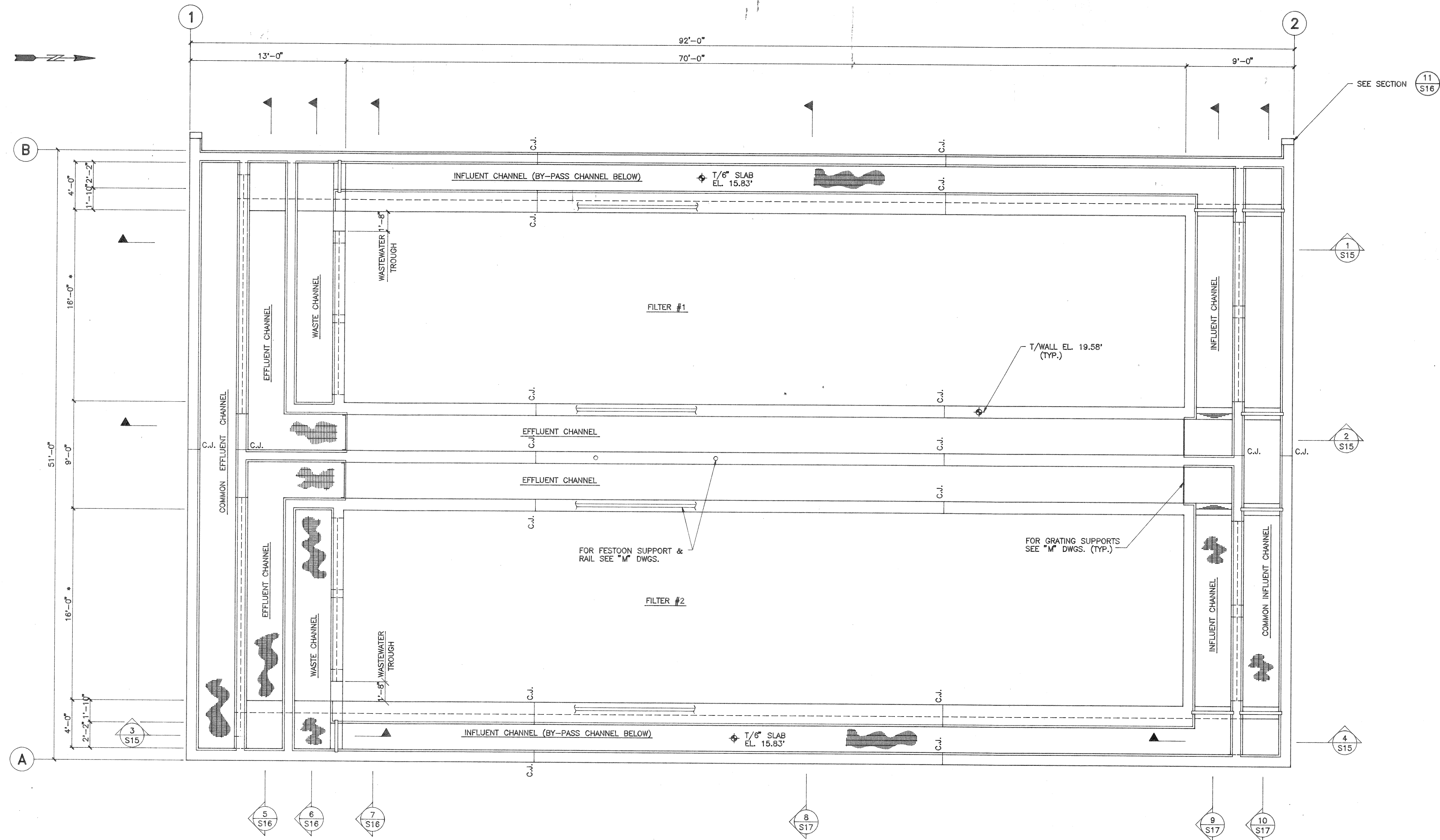
9. Certification:

Signed _____

Title _____

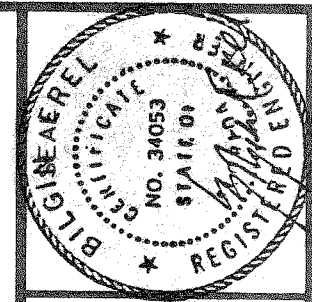
Company _____
(Bidder)

Filters No. 1 & 2 Drawings



PLAN AT T/STRUCTURE
1/4" = 1'-0"

*SKIMMER ASSEMBLY AND IT'S MOVING CARRIAGE TRAVEL BETWEEN THESE WALLS. THE 16'-0" DIMENSION MUST BE MAINTAINED AND THE WALLS MUST BE STRAIGHT AND PLUMB SO AS NOT TO INTERFERE WITH MECHANICAL EQUIPMENT. SEE "M" DWGS. FOR MANUFACTURER'S TOLERANCES, RAIL LOCATION AND DETAILS.



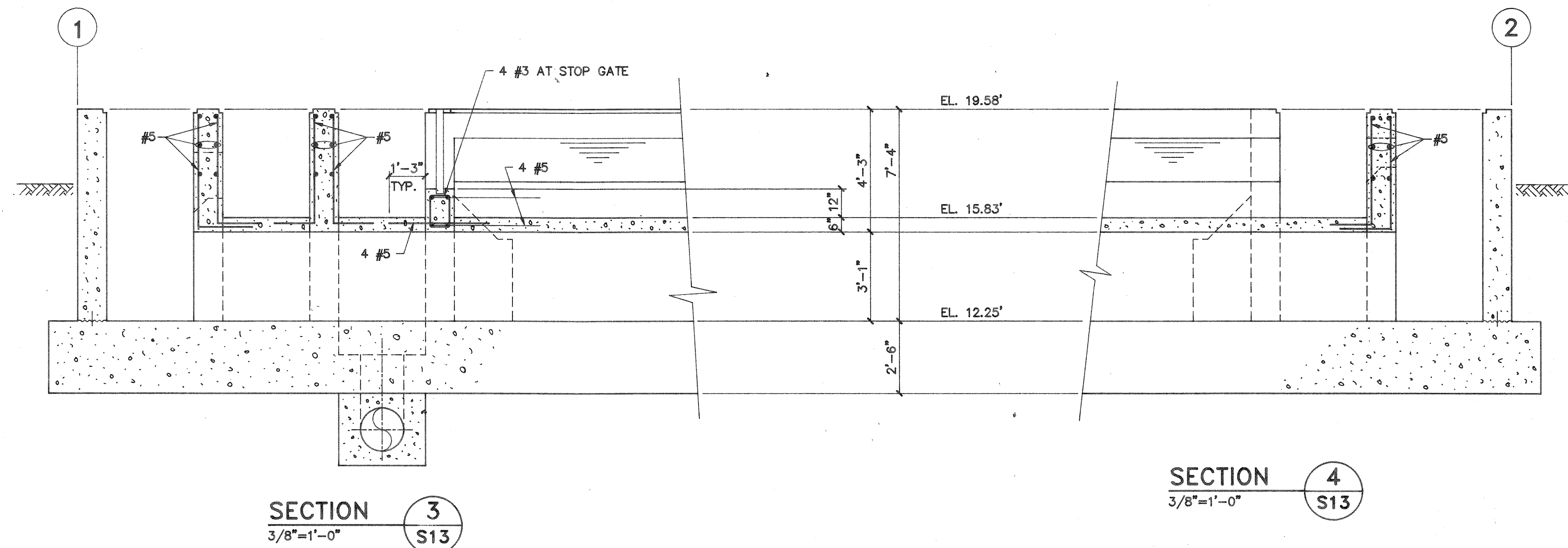
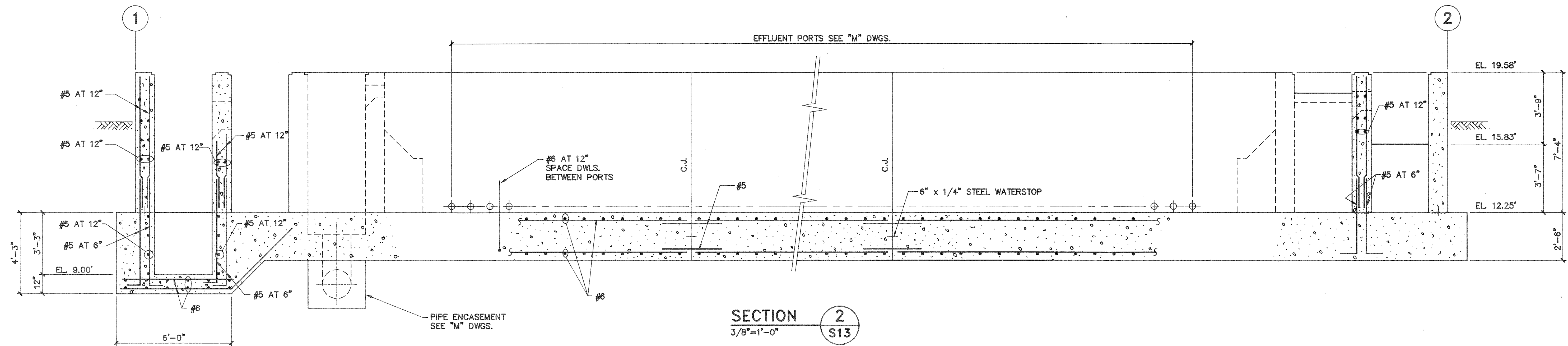
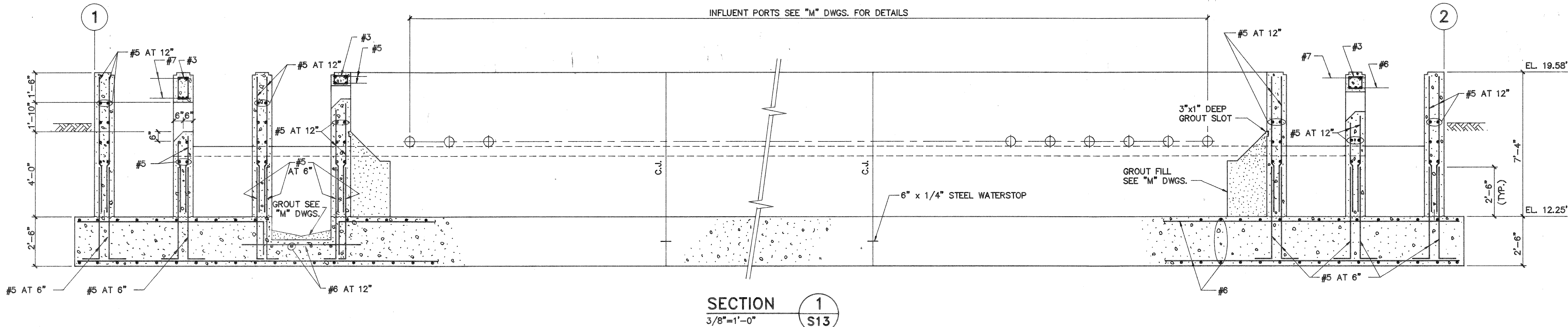
DRAWN BY: DATE: CHECKED BY: PROJECT NO. 6067-

EAST SIDE WASTEWATER TREATMENT PLANT
AUTOMATIC BACKWASH FILTERS
PLAN AT T/STRUCTURE
CITY OF VENICE, FLORIDA

CAMP DRESSER & MCKEE INC.
BY: REVISION: DATE: LTR: CITY OF VENICE
401 WEST VENICE AVENUE
VENICE, FLORIDA 33595

DATE	REVISION	BY

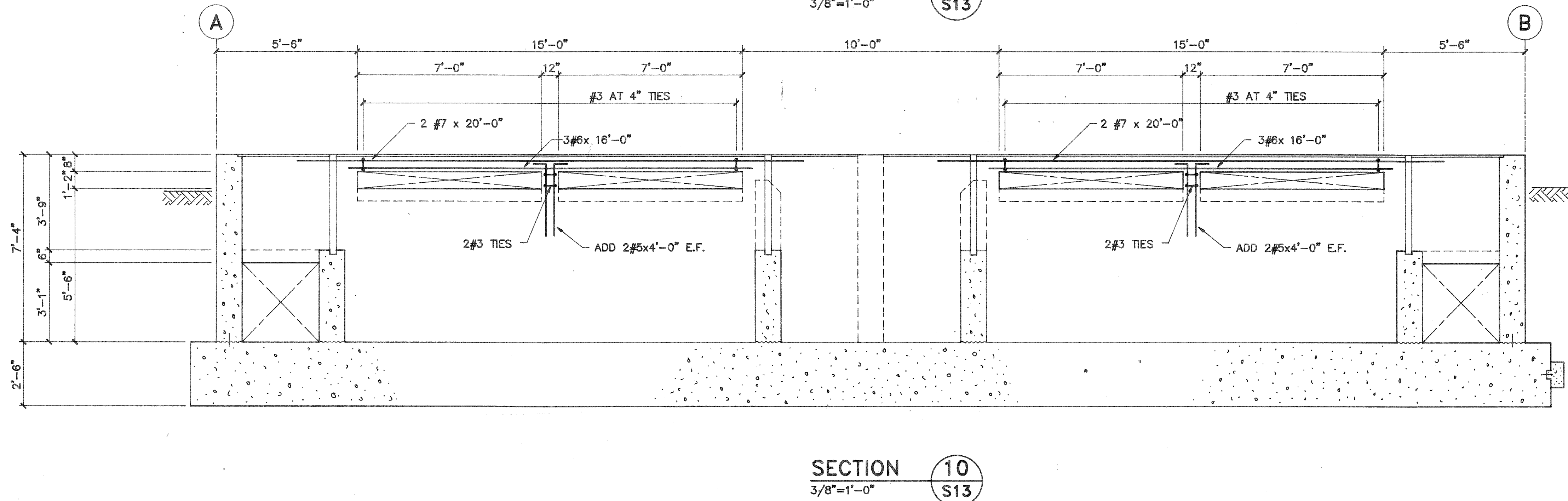
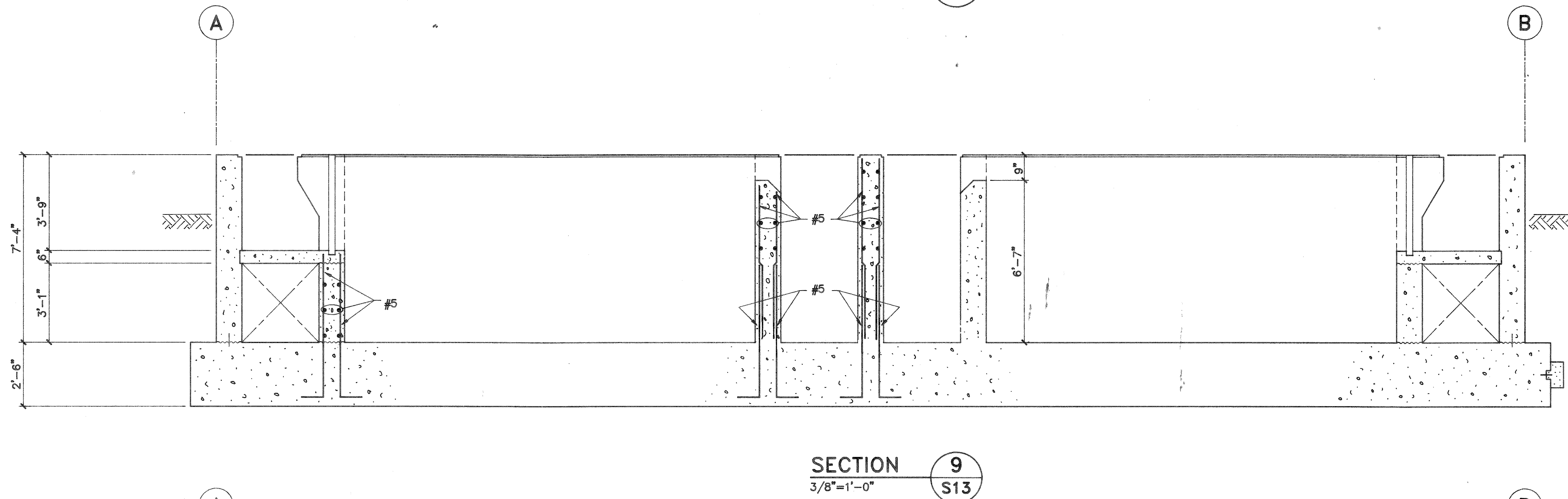
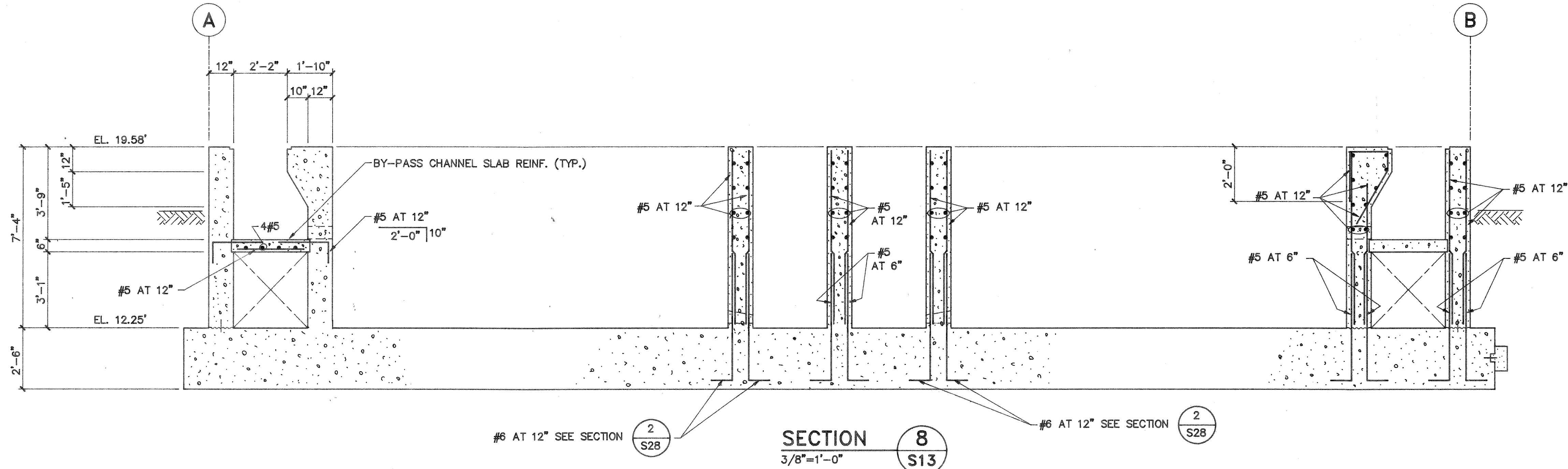
STI structural technologies Inc. CONSULTING ENGINEERS Welkiva Business Center Suite 120, 1428 East Semoran Blvd., Apopka, Florida 32703 (407) 889-9660	DRAWN BY: MSR	DRAWING NO. 1168 SHEET NO. SI330D FILE NO. 1168
	CHECKED BY: MFS	
	APPROVED BY: BE	
	DATE: MAR. 1999	
SCALE: AS SHOWN		88-103



STI structural technologies Inc. CONSULTING ENGINEERS Weliva Business Center Suite 120, 1428 East Semoran Blvd., Apopka, Florida 32703 (407) 889-9660	DRAWN BY: MSR	DRAWING NO.: 1168S15320
	CHECKED BY: MFS	SHEET NO.:
	APPROVED BY: BE	FILE NO.: 1168
	DATE: MAR., 1989	
SCALE: AS SHOWN		
88-103		

EAST SIDE WASTEWATER TREATMENT PLANT AUTOMATIC BACKWASH FILTERS SECTIONS CITY OF VENICE, FLORIDA		DRAWN BY: MSR PROJECT NO.: 6067- CHECKED BY: MFS DATE: MAR., 1989
CAMP DRESSER & MCKEE INC. environmental engineers, scientists, planners & management consultants		REVISION: DATE: LTR: BY: DATE: LTR:

RECORD DRAWING APRIL 24, 1991



STI structural technologies Inc.
CONSULTING ENGINEERS
Wekiva Business Center
Suite 120, 1428 East Semoran Blvd., Apopka, Florida 32703
(407) 889-9660

DRAWN BY: MSR
CHECKED BY: MFS
APPROVED BY: BE
DATE: MAR, 1989
SCALE: AS SHOWN

DRAWING NO. 1168S1734D
SHEET NO.
FILE NO. 1168

EAST SIDE WASTEWATER TREATMENT PLANT
AUTOMATIC BACKWASH FILTERS
SECTIONS
CITY OF VENICE, FLORIDA

CAMP DRESSER & MCKEE INC.
CDM
environmental engineers, scientists,
planners & management consultants

DATE	REVISION	BY

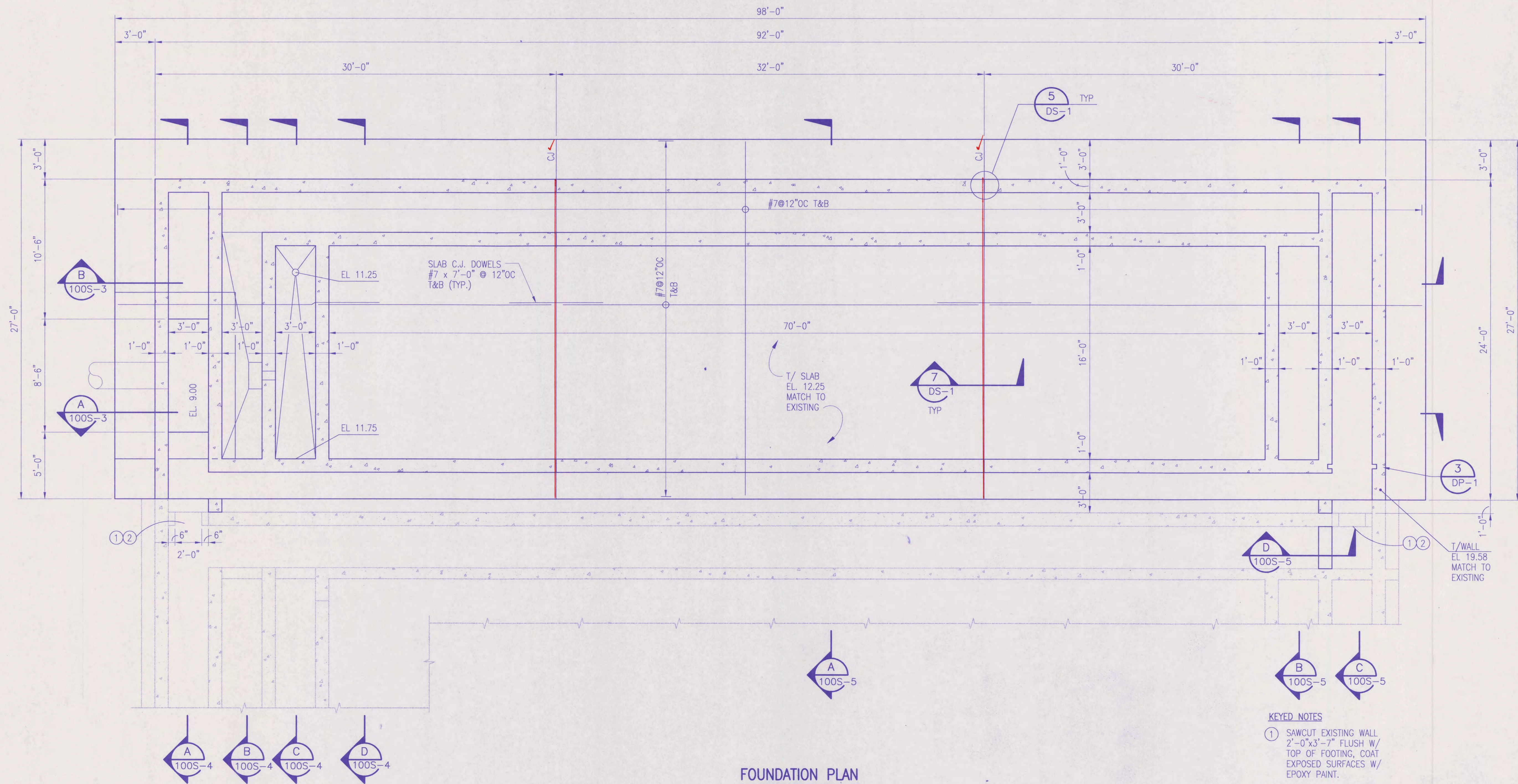
CITY OF VENICE
401 WEST VENICE AVENUE
VENICE, FLORIDA 33595

RECORD DRAWING APRIL 24, 1991

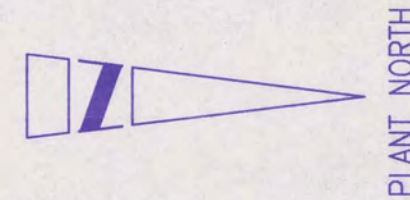
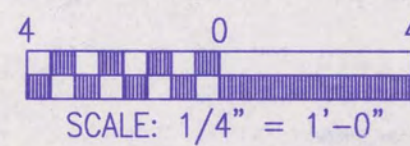
Filter No. 3 Drawings

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*NOTE:
VERIFY ALL PIPE SIZES
AND LOCATIONS WITH PROCESS



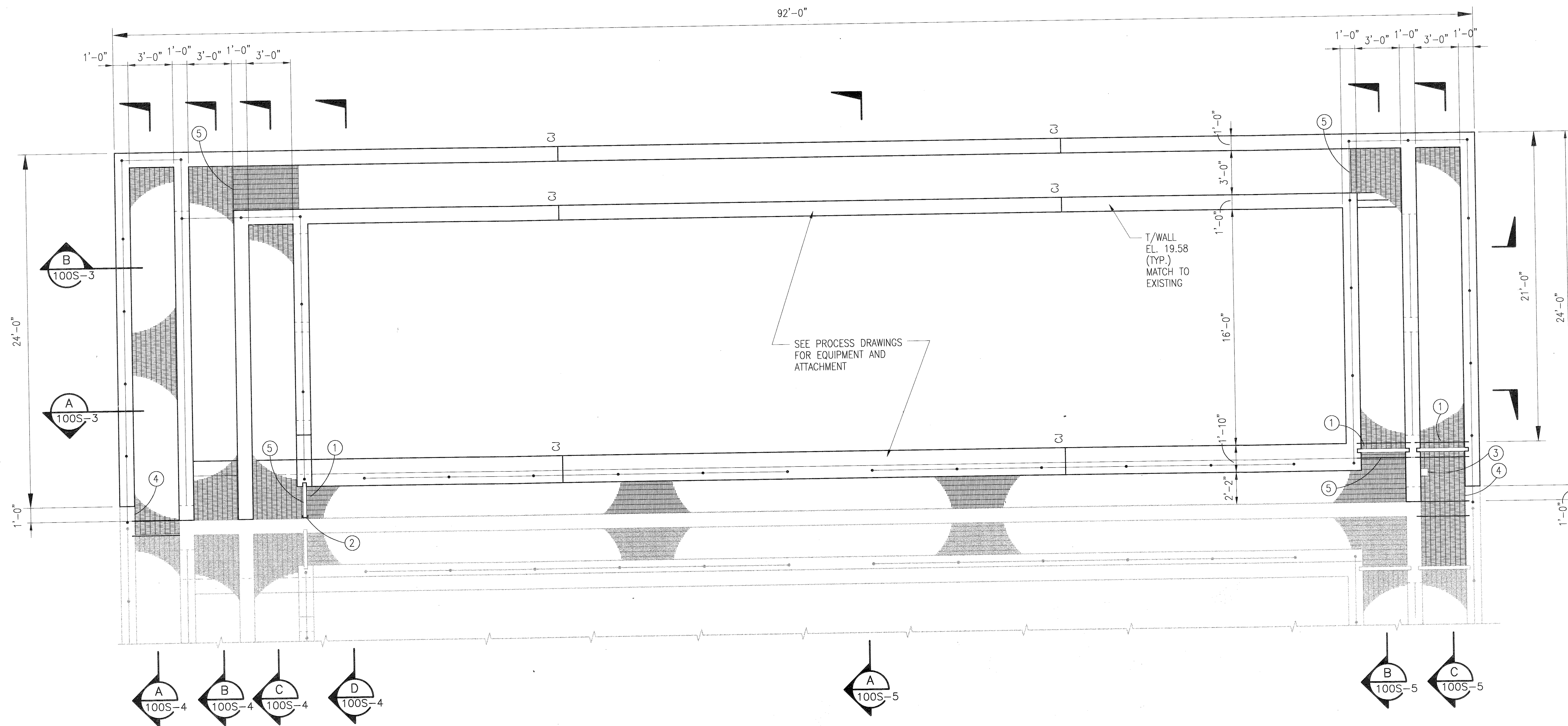
- KEYED NOTES
- SAWCUT EXISTING WALL 2'-0"x3'-7" FLUSH W/ TOP OF FOOTING, COAT EXPOSED SURFACES W/ EPOXY PAINT.
 - CONTRACTOR TO FIELD VERIFY IF KNOCK OUT PANEL IS PROVIDED. IF PROVIDED THEN REMOVE FULL HEIGHT AND PROVIDE GRATING PANEL. WORK FOR NOTE 1 WILL NOT BE REQUIRED.



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*NOTE:
VERIFY ALL PIPE SIZES
AND LOCATIONS WITH PROCESS



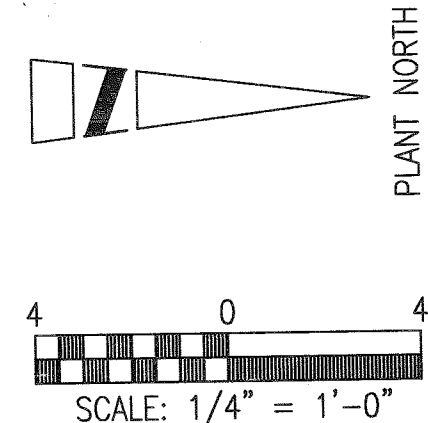
DECK PLAN
SCALE: 1/4"=1'-0"

- KEYED NOTES:
- 1 PROVIDE 1'-0" WIDE ALUM. GRATING PANEL OVER GATE ASSEMBLY.
 - 2 SURFACE MOUNT CHANNEL ON ASSEMBLY.
 - 3 PROVIDE SLOT FOR ACCESS TO GATE BELOW.
 - 4 SAWCUT NOTCH IN TOP OF CONCRETE FOR GRATE SUPPORT.
 - 5 GRATING MFR. TO PROVIDE SUPPORT FOR GRATING.

RECORD DRAWING

The record drawing applies only to those facilities constructed under the contract identified in the title block and has been prepared, in part, on the basis of information compiled and furnished by others. The Engineer will not be responsible for any errors or omissions which have been incorporated into this drawing as a result of the work by others.

By: _____ Date: _____



CITY OF VENICE
EASTSIDE WASTEWATER
TREATMENT PLANT EXPANSION

FILTERS
DECK PLAN

BOYLE
ENGINEERING CORPORATION
5971 CANTERBURY BLVD. SUITE 200
FARMINGTON, CT 06031-3711
TEL: 860-634-2559
FAX: 860-634-2558
E-MAIL: BOYLE@BOYLE-ENG.COM
WEB: WWW.BE-CT.COM

PROJECT MANAGER
ROBERT E. HAWTHORNE, PE
REG. NO. 52981
ACCOUNT: IS-VT4-110-73

DESIGN
REV
DRAWN
JUF/CAM
DATE
MAY 00

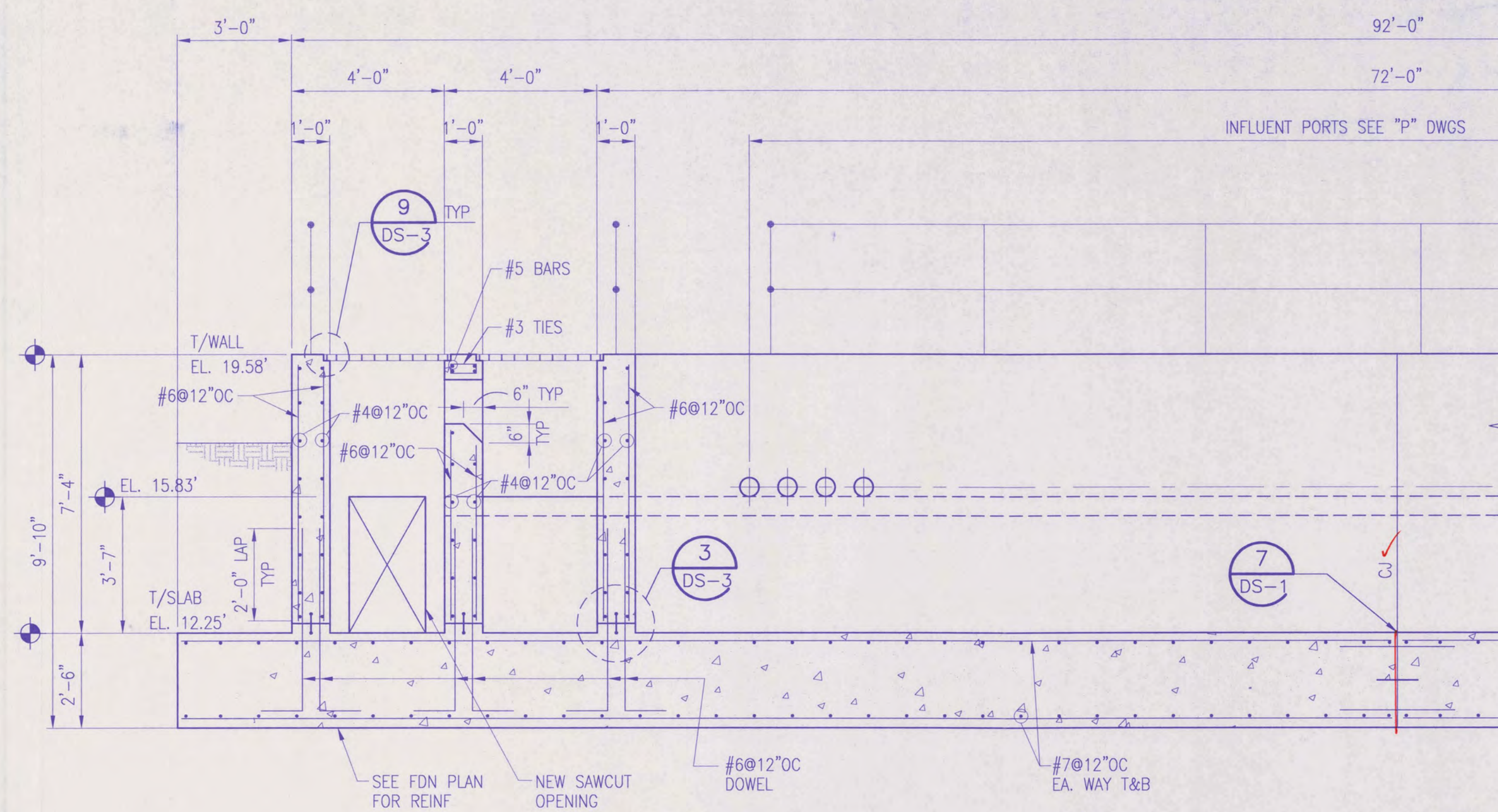
REVISIONS

DATE

DRAWING FILE
VE100S2.DWG

DRAWING
100 S-2

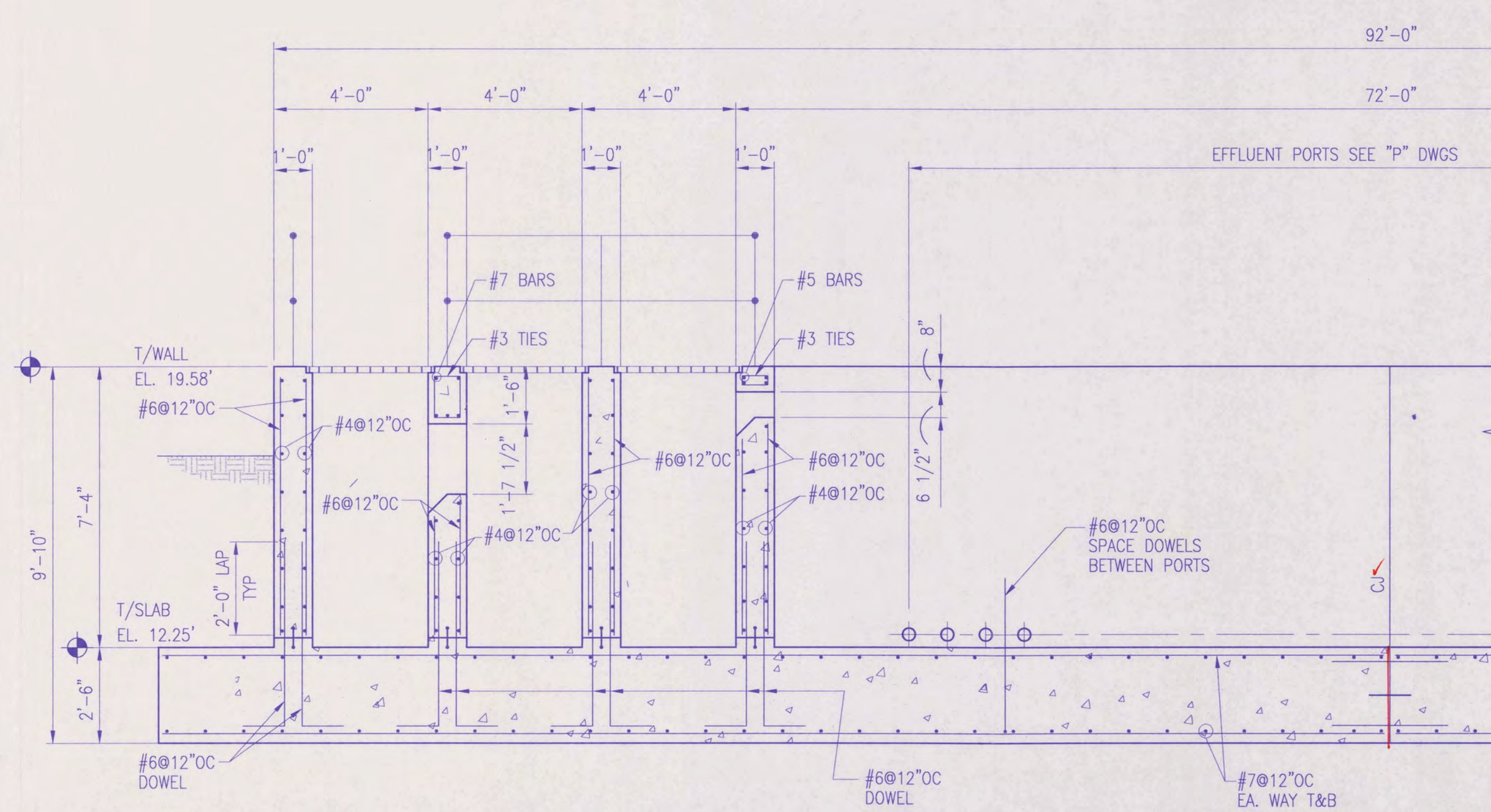
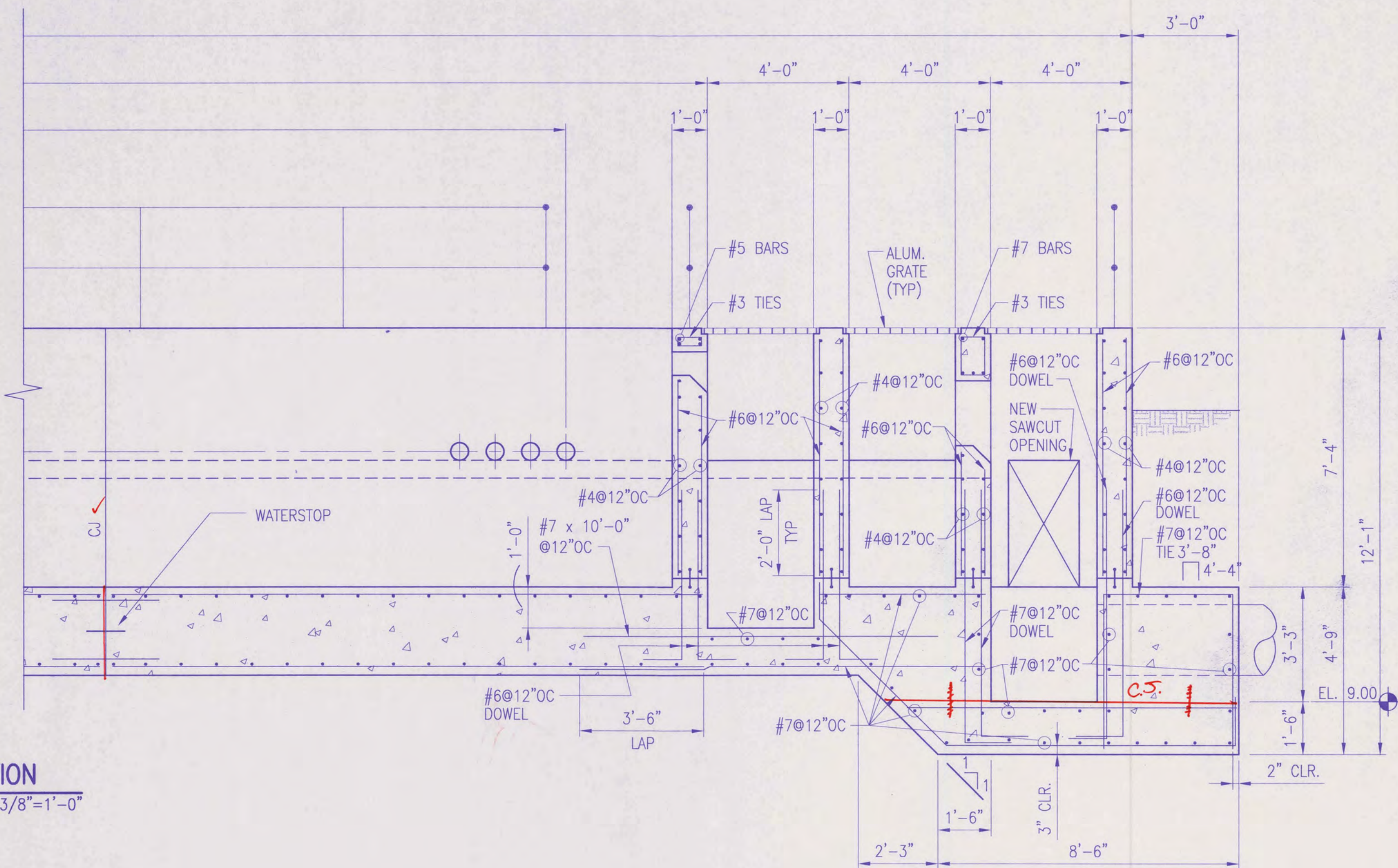
SHEET 64 OF 203



100S-1
100S-2

A SECTION

100S-3 SCALE: 3/8"=1'-0"

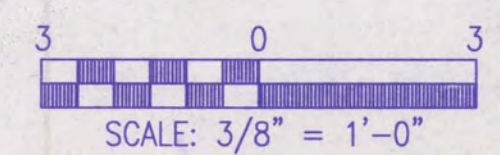


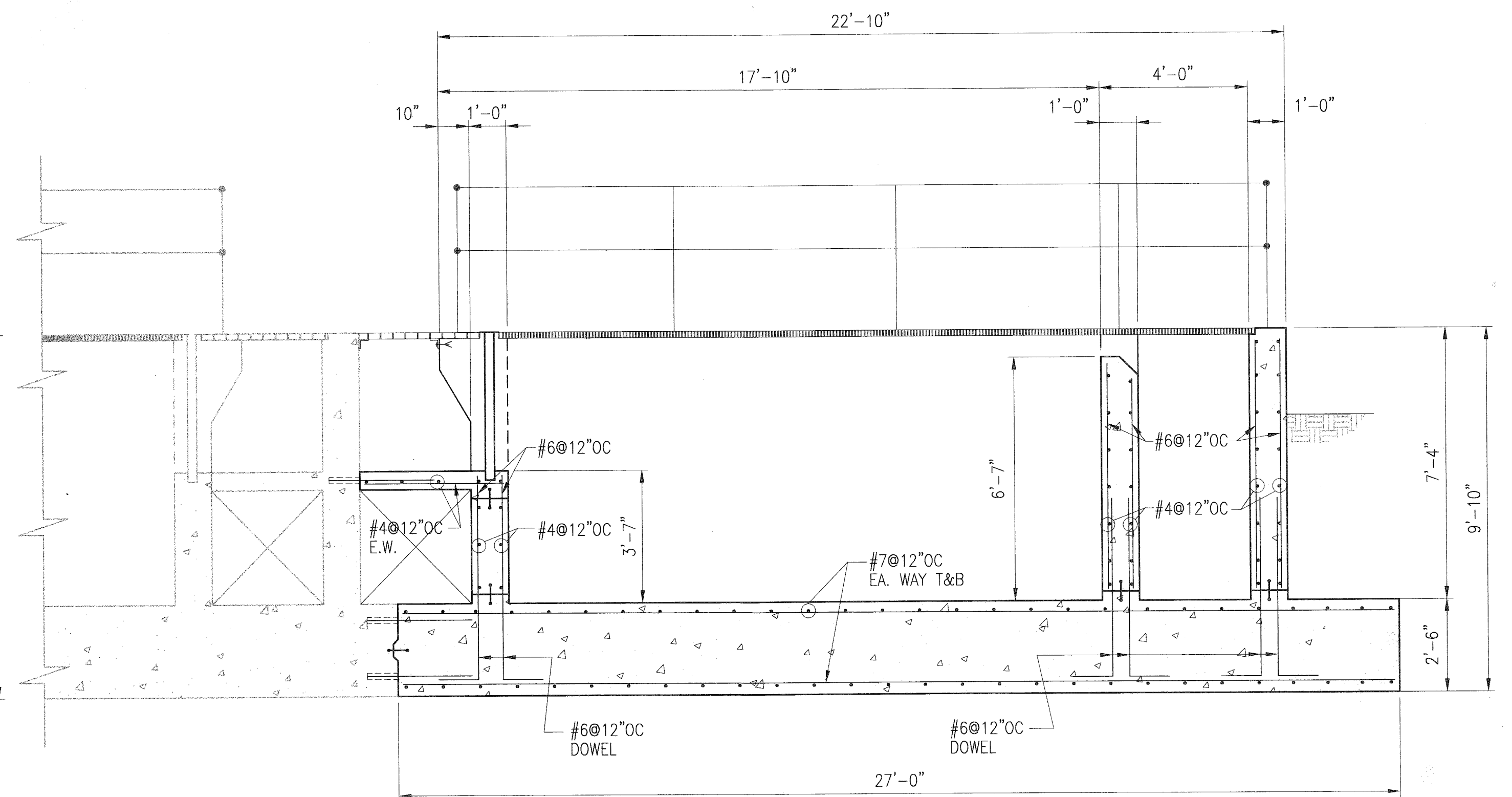
100S-1
100S-2

B SECTION

100S-3 SCALE: 3/8"=1'-0"

*NOTE:
VERIFY ALL PIPE SIZES
AND LOCATIONS WITH PROCESS

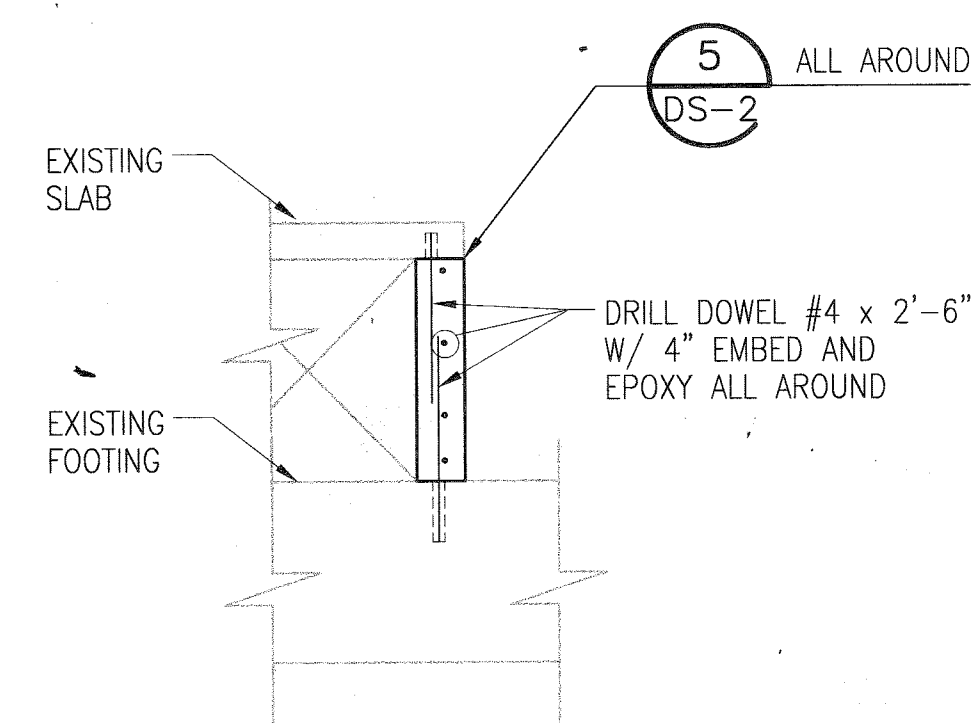




100S-1
100S-2

B **SECTION**

100S-5 SCALE: 3/8"=1'-0"



100S-1
100S-2

C SECTION

100S-5 SCALE: $3/8" = 1'-0"$

RECORD DRAWING

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CITY OF VENICE PROCUREMENT- FINANCE DEPARTMENT

401 W. VENICE AVE. - ROOM # 204

VENICE, FL. 34285

(941) 486-2626

FAX (941) 486-2790

ADDENDUM NO. 1

Date: April 17, 2014

To: All Prospective Proposers

Re: ITB# 2983-14: Eastside WRF Filter Rehabilitation

This addendum sets forth changes and/or information as referenced and is hereby made part of and should be attached to the subject Contract Documents. Receipt of this Addendum shall be acknowledged below and in the submitted proposal. It shall be the responsibility of each proposer, prior to submitting a proposal, to contact the City of Venice- Procurement-Finance Department to determine if addenda were issued and to make such addenda a part of their proposal.

The following is to clarify and provide additional information requested during the pre-bid meeting held April 10, 2014 at 2:00 P.M.

Summary:

1. Peter Boers, Procurement Manager, opened the meeting by reviewing the next important dates stating that the bids are due April 23rd at 2:00 p.m. at City Hall room #204. The cut-off for any additional question is April 16th at 1:00 p.m.
2. Mr. Boers advised the bidders to read through Section 1: *General Conditions & Instructions to Offerors*.
3. Mr. Boers reviewed Section 2: *Insurance Requirements*. In addition, he advised the bidders that the City is to be named "Additional Insured" with respect to Business Auto and General Liability.

Section 2: *Insurance Requirements*, paragraph 1 is hereby amended as follows:

1. The City of Venice is to be specifically included as an **ADDITIONAL INSURED** (~~with regards to General Liability~~).

4. Lindsay Marten, the City's consultant from Stantec, reviewed the scope of work and provided a brief overview of the project.
5. Mr. Boers reviewed the required forms that must be returned with each firm's submittal. These required forms are listed in the Appendix of the bid document. Mr. Boers advised, even if a form does not pertain to said company - to still mark it with a "N/A" and return it with each submittal. Mr. Boers also advised that the *Required Forms List* could be used as a "check off" sheet for firms to use.
6. Mr. Boers advised that the stipulated damages for this project are \$966 per day.

Paragraph 5 of the Sample Contract is hereby amended as follows:

(5) Time is of the essence in this contract. In the event that the work is not completed within the required time, then from the compensation otherwise to be paid to the Contractor, the City may retain the sum of ~~Two Hundred and Fifty Dollars (\$200.00)~~ **Nine Hundred Sixty Six Dollars (\$966.00)** per day for each calendar day that the work remains uncompleted 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.

7. Mr. Boers opened the floor for bidder's questions.

Q. A bidder asked for a list of materials provided from the manufacturer as described in Section 2.05 (B) and 2.05 (C).

A. Ms. Marten replied that the contractor is to supply all materials as part of their bid in accordance with Section 1.01 SCOPE OF WORK:

A. Contractor shall furnish all labor, materials, equipment and incidentals required for the rehabilitation of three (3) automatic backwash filter mechanisms at the City of Venice Water Reclamation Facility (WRF) as shown on the drawings and as specified herein, installed, tested, and ready for operation.

Q. A bidder asked for the Engineer's estimate.

A. Mr. Boers replied that the Engineer's estimate is approximately \$500,000.

Q. A bidder asked if the filter media could be disposed of on site or if it was to be hauled off site by the contractor.

A. Ms. Marten replied that the contractor is responsible for disposal per Section 2.03 GRANULAR MEDIA:

D. The contractor shall be responsible for the removal and proper disposal of all materials removed from the filters as a result of this project.

Q. A bidder asked if all three (3) filter beds were currently on-line, so that the porous plates could be viewed during the site visit.

A. Ms. Marten replied that all three (3) filter beds are currently on-line. The porous plates will not be able to be viewed until each filter is drained for repair.

8. The bidders were taken to the filter beds for a site visit. Mr. Boers advised the bidders to coordinate any additional site visits through him at pboers@venicegov.com and not show up unannounced at the Eastside WRF.

Q. During the site visit, the media depth was asked.

A. Ms. Marten replied that the sand and anthracite media depth shall be installed per Section 2.03 GRANULAR MEDIA:

1. The filter shall have a nominal sand media depth of 11 inches.

2. Anthracite Media: The anthracite media shall have a nominal depth of 11 inches.

Q. During the site visit, it was asked when the filter bed media was last replaced.

A. The media in filter no. 1 and filter no. 2 was replaced in 1999. The media in filter no. 3 has not been replaced since it was built in 2001.

Q. During the site visit, it was asked when the contractor for the reclaimed storage tank project currently under construction at the Eastside WRF will be demobilized.

A. The contractor constructing the reclaimed water storage tank will be demobilized prior to October 1, 2014.

Q. During the site visit, it was asked if the City will be responsible for draining the filter beds.

A. The City will drain each filter bed prior to each rehabilitation.

Peter A. Boers
Procurement Department

Acknowledgment is requested even if you have elected not to respond to this bid. A designated management representative of your firm can sign the receipt for this addendum. Please acknowledge receipt of this addendum immediately by fax to (941) 486- 2790 or mail to the above noted address, if a fax is not possible.

Receipt Acknowledged:

Signature

Company

Date



Media loss in cells is present.



Manual valves on the bridge are weathered.



Caulk loss is present at the joints in the washwater trough.





Pot holing of the media present.



Gap is present from the bottom of the washwater hood to the top of the cell