



CITY OF VENICE, FLORIDA

Procurement- Finance Department

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

Invitation to Bid

ITB Number 2990-14

Date of Issue: June 21, 2014

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

WAYFINDING SIGNAGE CONSTRUCTION - PHASE I

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INVITATION TO BID

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

Bid No.: 2990-14

Bid Title: Wayfinding Signage Construction - Phase I

PROJECT DESCRIPTION:

The City of Venice wishes to extend an invitation to all qualified contractors to submit a proposal for fabrication and installation of signage in association with the City of Venice Wayfinding Plan Phase 1. All work for the project shall be completed in accordance with the specifications outlined in the City of Venice's Construction Plans for Wayfinding Signage dated May 27, 2014. Bids shall be submitted for the construction, furnishing, delivery and installation of all materials and services, including labor for the work, which will generally involve:

Manufacturing and installation of eleven (11) vehicle directional signs, six (6) pedestrian kiosks, and nine (9) pedestrian directional signs. The Construction Plans for Wayfinding Signage are attached and incorporated as part of this document.

The City of Venice intends to enter into a service contract with a signage contractor who will partner with the City in determining the best manner in which to execute the signage plan cited in this Request.

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: July 23, 2014 at 2:00 PM

A non-mandatory pre-bid meeting will be held on July 8, 2014 at 2:00 p.m., room #114, Venice City Hall. Representatives from the City will be present to discuss the overall project and the Invitation to Bid.

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. Boers. 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 July 14, 2014, at 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 # 2990-14: “Wayfinding Signage Construction - Phase I”** and mailed or delivered to the City of Venice- Procurement - Finance 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.

No bid will be received after the specified time for acceptance and no bidder may withdraw its 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, June 21, 2014
Wednesday, June 25, 2014

INVITATION TO BID
CITY OF VENICE, FLORIDA
ITB# 2990-14
WAYFINDING SIGNAGE CONSTRUCTION – PHASE I
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.
Venice, FL 34285

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 Offeror 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 Successful Offeror 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 SUCCESSFUL OFFEROR 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 is 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. Offeror shall submit with its 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 Successful Offeror, 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 public records, subject to the provisions of Chapters 119 and 120, Florida Statutes, but, as provided under statute, shall not be made public 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-Officer, 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-Officer who obtains a subcontract in violation of this Section shall be removed from the Project and promptly replaced by a Sub-Officer 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-Officer under a Contract to Offeror or higher tier Sub-Officer 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 Offeror 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 this Project.

SECTION 2: SPECIAL CONDITIONS

1. NOTIFICATIONS OF UTILITIES AND AGENCIES

It shall be the Contractor's responsibility to notify in writing, all utilities or other interested parties prior to the beginning of construction, including but not limited to, the following:

- (1) City of Venice Police Department
- (2) City of Venice Fire Department
- (3) City of Venice Utilities Department
- (4) City of Venice Public Works Department
- (5) Verizon Telephone Company
- (6) Florida Power & Light Company
- (7) Comcast Cable T.V.
- (8) South County Ambulance
- (9) TECO Peoples Gas

CONTRACTOR IS TO SUPPLY THE VENICE POLICE DEPARTMENT AND VENICE FIRE DEPARTMENT WITH AN AFTER-HOURS EMERGENCY CONTACT NAME AND TELEPHONE NUMBER.

2. CONSTRUCTION PHOTOS

The Contractor shall provide a video record of existing conditions before construction, to the City of Venice Engineering Department. The video shall be made with the participation of a representative of the Engineering Department. The video may be used to determine liability in the event of damage claims by residents. Damages shall be presumed to be the result of the Contractor's work, in the absence of a video record demonstrating otherwise.

3. CONSTRUCTION - PLANS & SPECIFICATIONS

Unless specifically indicated otherwise in the plans and specifications, all construction methods and materials shall be in accordance with the latest edition of FLORIDA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION together with the latest edition of FDOT SUPPLEMENTAL SPECIFICATIONS.

4. PERMITTED WORKING HOURS

Under normal circumstances, work under this contract shall be permitted only on weekdays, Monday through Friday, from 8:00 a.m. to 4:00 p.m. Except in the event of an emergency involving the safety of the public or the protection of property, no work shall be permitted on weekends or recognized holidays. Work done outside the normal work hours requires prior approval from the City Engineer. Emergency work must be reported to the City Engineer in writing, at the next normal work period. Holidays recognized by the City of Venice and applicable to the terms of this contract are as follows:

New Year's Day	January 1
Martin Luther King, Jr. Day	3rd Monday in January
President's Day	3rd Monday in February

National Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veterans Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving Day	4th Friday in November
Christmas Eve Day	December 24
Christmas Day	December 25

5. CONSTRUCTION SIGNAGE - TRAFFIC CONTROL

In accordance with the latest edition of "FLORIDA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" and "FDOT SUPPLEMENTAL SPECIFICATIONS" (Sec. 102-3.1 through Sec. 102-3.2.7)

6. WATER FOR CONSTRUCTION

The City will provide water to the Contractor at no cost, as needed for CONSTRUCTION PURPOSES ONLY. The Contractor must notify the Engineering Department, in advance, of his need for a hydrant meter and desired location for same.

7. RECYCLED BITUMINOUS SURFACE TREATMENT

Recycled bituminous material may be used, providing it will meet FDOT specifications for the type of asphaltic concrete specified in this contract.

8. QUALITY CONTROL

DESIGN MIXES ARE REQUIRED for soil cement, asphalt, and concrete, before the material is placed or tested. **Mix Design shall be certified by the supplier to meet or exceed the applicable City of Venice or FDOT specifications; no tolerances are allowed in thicknesses or strength requirements.**

The sampling, testing and inspection of all construction materials shall be done at the expense and control of the City of Venice. **THE CONTRACTOR SHALL BE BILLED BY THE CITY OF VENICE FOR RE-TESTS OF UNSATISFACTORY TESTS.** Methods of sampling and testing materials shall be in accordance with the latest edition and supplement of FDOT SPECIFICATIONS. Otherwise, they shall be in accordance with standards of AASHTO, ASTM, or other criteria as specifically designated.

All concrete shall be a minimum of 3,000 PSI at 28 days with fiber reinforcement and in accordance with City Standard Details.

All charts and records documenting the quality control shall be the property of the City. Trench backfill compaction testing for utility and drainage systems, under roads or future roads, shall be done as per FDOT specifications 125-8.3 for all stages of backfill, at intervals as determined by the City Engineer.

All quality control will be done by an independent testing laboratory contracted by the City. Reports by this testing laboratory will be submitted directly to the Engineer as soon as practical. All work done by the Contractor which may be affected by the test results must be approved by the Engineer prior to

proceeding.

9. CORRECTING DEFICIENT ASPHALT THICKNESS

There will be no allowable thickness deficiencies in asphalt pavement to be paid for on a square yard basis. The minimum thickness permitted will be as noted on the plans and/or the Bid Schedule. This item does not correspond to the thickness tolerances as outlined in FDOT Specifications.

The thickness shall be determined from the length of core borings. The Contractor shall correct thickness or surface deficiencies, either by replacing the full thickness for a length extending at least fifty (50) feet from each end of the deficient area or (when permitted by the Engineer) by overlaying. The Contractor will receive no compensation for any pavement removed nor overlaying of pavement when correcting deficiencies.

10. PRESERVATION OF PROPERTY

In accordance with the latest edition and supplement of the FLORIDA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS (Sec. 7-11.1).

11. CONCRETE OR PAVEMENT REMOVAL AND REPLACEMENT

Sidewalk, curb and gutter or other concrete work which has been damaged or destroyed during construction shall be replaced in entire sections or to a construction joint, as designated by the Engineer. Where there is no payment item for concrete, asphalt, base, or pavement removal, the cost of this work is incidental to the contract and not a pay item.

12. SOD REPLACEMENT

Prior to the final payment, all disturbed areas not otherwise designated shall be sodded with grass of a suitable quality to produce a lawn similar to that already in the area. The care of the sod until it has been stabilized and growing, will be the responsibility of the Contractor. No additional payment will be made for sod required outside the designated construction limits.

13. DISPOSAL OF EXCESS MATERIALS

In accordance with FLORIDA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS (Sec. 110).

14. SITE CLEANUP

The maintenance of a presentable construction site is an essential element of this contract. General cleanup must proceed in step with construction. Therefore, an additional ten (10%) percent will be withheld for all areas where cleanup has not closely followed construction.

15. BUILDING CODES

Unless specifically indicated otherwise in the plans and specifications, all work shall be in conformance with the latest edition of the Southern Building Code Congress and other governing State and Local Codes.

16. WAGE AND EQUIPMENT RATES:

The Contractor must include a listing of his labor wage rates and equipment rental rates in this contract with the Bid Schedule.

17. PAVEMENT JOINTS

All pavement joints with existing asphalt pavement shall be butt joints against saw-cut asphalt or concrete.

18. BASE MATERIALS

Subgrade and base material shall meet the specification of the City Standard Details. No shell base is allowed. Approval of subgrade and base material must be obtained from the City Engineer prior to placement of materials. Any material placed prior to approval or material that does not meet the City Standard Details and FDOT requirements shall be removed and replaced by the Contractor at the Contractor's expense.

19. MANHOLE ADJUSTMENTS

Any pavement adjustment rings shall be a one-piece cast or ductile iron casting. No adjusting or leveling devices will be permitted.

20. PRIME OR TACK COAT

The base or surface shall be primed or tacked as per FDOT specifications. This shall be incidental to the contract and not a pay item.

21. HYDRANT MARKERS/ THERMOPLASTIC STRIPING

Contractor will replace all blue reflective hydrant markers. Contractor will install thermoplastic striping for roads including center lines, stop bars and pedestrian crossings, and where directed by owner, bike lanes and symbols; in accordance with the Manual on Uniform Traffic Control Devices published by the National Committee on Uniform Traffic Control Devices.

22. CONCRETE CURB REPLACEMENT

Concrete curb and gutter or Miami curb is intended to be removed and replaced as designated by the Engineer, to replace broken, sunken, or raised portions. Therefore, this work will be piecemeal with MINIMUM CONTINUOUS LENGTHS OF TEN (10) FEET and running between existing joints, or to a new saw cut joint where directed.

23. WIDENING

Where streets are to be widened, the asphalt base material is to be three (3) inches wider than the proposed surface width on each side. Any excavation or fill adjacent to base course is incidental to the

contract and not a pay item.

24. NUMBER OF CREWS - INSPECTION REQUIREMENTS

The use of more than one paving crew must be approved by the City Engineer to insure the availability of the City Inspector. This approval will be required beforehand for any time period when the Contractor desires to perform more than one paving operation at the same time.

25. SUPERINTENDENT - ROAD WORK

The prime contractor will keep a superintendent on the project 100% of the time. This person will be on the full-time payroll of the prime contractor and will not be a subcontractor who has been assigned that duty. The superintendent will be available at all times to the Engineer or his designated representative on the project.

26. RESTORATION - ROAD WORK

The Contractor, by signing this contract, agrees that he will begin restoration no later than seven (7) calendar days after beginning work in an area. The Contractor will schedule his work to conform to this requirement or the City may stop work in any area (at no cost to the City) until restoration has been brought to schedule.

The Contractor is to use only certified subcontractors for restoration, including but not limited to, final grading, laying of sod, installing bushes or trees, or other landscape items. Contractor will provide name of Subcontractor assigned to restoration with his Bid.

27. RESPONSIBILITY

It shall be the Contractor's responsibility to move or replace landscaping, planters, irrigation systems, mailboxes, etc. This is incidental to the contract and not a pay item. Replacements and relocations shall be coordinated with the property owner and the City Engineer.

28. COMPLIANCE TO FDOT SPECIFICATIONS / P401

(A) When P401 Specifications are a part of the Contract and P401 Specifications exceed FDOT Specifications, the P401 Specifications shall be followed.

(B) Asphaltic concrete shall meet Section 330-335 of Florida Department of Transportation Standard Specifications For Road and Bridge Construction (hereafter referred to as the "manual"). Issue notarized letter stating that it does, along with a copy of the mix design. Copies of all asphalt tickets are required at the time of placing asphalt.

(C) Asphalt base shall meet Section 280 of manual. Issue notarized letter that it does, along with copy of mix design.

(D) Portland cement concrete with Fibermesh shall meet Section 346 of manual. Issue notarized letter stating that it does, along with a copy of mix design (3,000 PSI required).

(E) Concrete curb shall meet Section 520 of manual. Leveling shall be field determined between City

Inspector and Contractor.

29. SIDEWALKS

All concrete sidewalks shall be four inches thick (six inches thick through driveways) and five feet wide. Expansion joints shall be against existing concrete at fifty feet intervals. **Concrete shall be minimum 3,000 PSI at 28 days** with fiber reinforcement.

30. HANDICAP RAMPS

Curb removal and replacement is required to a joint or shall be a saw cut. Expansion joints shall be installed against existing concrete. Type F curb shall be removed as necessary to install the ramp, together with a (3) three-foot transition to Type F curb, on each side of the sidewalk ramp. The sidewalk ramp shall be separated from the curb by an expansion joint and be (6) six inches thick at the curb, tapering to (4) four inches thick, over a distance of (48) forty-eight inches.

The Lump Sum cost for each handicap ramp location shall include the number of ramps specified at each location COMPLETE, including curb removal and replacement, walk removal, excavation, new concrete ramp, and sod to match existing, as appropriate.

31. CITY SUPPLIED MATERIALS

There are no City supplied materials included.

32. WARRANTY

All work, materials and equipment furnished as defined herein shall be guaranteed and warranted by the Contractor for a minimum period of one (1) year, unless otherwise specified, from final acceptance by the City to be free from defects due either to faulty materials or equipment or faulty workmanship. If within one (1) year after the date of final completion or such longer period of time as may be prescribed by laws or regulation or by the terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, Contractor shall promptly, without cost to the City and in accordance with the City's written instructions, either correct such defective work or remove it from the site and replace it with non-defective work. If Contractor does not promptly comply with the terms of such instruction, City may have the defective work corrected/removed and all direct, indirect and consequential costs of such removal and replacement will be paid by the Contractor.

33. 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 two hundred fifty dollars (\$250.00) 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.

34. CONSTRUCTION TIME

Assuming a start date no later than September 1, 2014, the Contractor shall diligently prosecute the work to completion by December 5, 2014.

END OF SECTION

SECTION 3: INSURANCE INFORMATION

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 4: SCOPE OF SERVICE

The City of Venice wishes to extend an invitation to all qualified contractors to submit a proposal for fabrication, permitting and installation of signage in association with the City of Venice Wayfinding Plan Phase 1. All work for the project shall be completed in accordance with the specifications outlined in the City of Venice's Construction Plans for Wayfinding Signage document dated May 27, 2014. Bids shall be submitted for the construction, furnishing, delivery, permitting and installation of all materials and services, including labor for the work, which will generally involve:

Manufacturing and installation of eleven (11) vehicle directional signs, six (6) pedestrian kiosks, and nine (9) pedestrian directional signs. The Construction Plans for Wayfinding Signage are attached and incorporated as part of this document.

Removal and/or relocation of signs that are in conflict or duplicate the Wayfinding signs shall be included in the bid lump sum amount. Approval from the City Engineer will be required for any proposed relocations of proposed signs due to permitting or field condition constraints or removal/relocation of any existing signs.

It is the Contractor's responsibility to field-verify the proposed locations and require permitting conditions prior to bid submittal. Contractor shall be responsible to obtain all permits required to complete the sign installation including, but not limited to, City of Venice Site Preparation Permit, Right-of-Way (ROW) Permits, Sign Permits and Building Permits, Sarasota County ROW Permits and FDOT ROW Permits as required for each location. Modification of the locations of the signs that do not modify the effectiveness or intent of the signs must receive prior approval by the City Engineer. All signage lettering and design parameters must have sign-off prior to fabrication. Any typographical and content errors will ultimately be the responsibility of the Contractor and re-fabrication or re-installation of the signs to correct defects and/or errors will be at the expense of the Contractor.

END OF SECTION

SECTION 5: BID INFORMATION

BID INFORMATION:

Bid submittals are to be 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 24002
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:

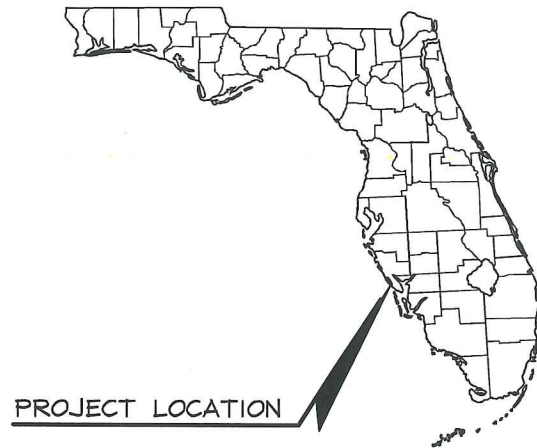
July 14, 2014 at 1:00 PM

END OF SECTION

PLANS & SPECIFICATIONS

***Construction Plans for Wayfinding
Signage dated 05/27/2014***

Plotted By: Belamy, James Sheet Set: 148402000 - Venice Wayfinding Layout: S-01 COVER May 27, 2014 09:08:32am K:\SAR_URG\148402000 - Venice wayfinding\CAD\plansheets\S-01 COVER.dwg



CONSTRUCTION PLANS FOR WAYFINDING SIGNAGE FOR CITY OF VENICE, FLORIDA

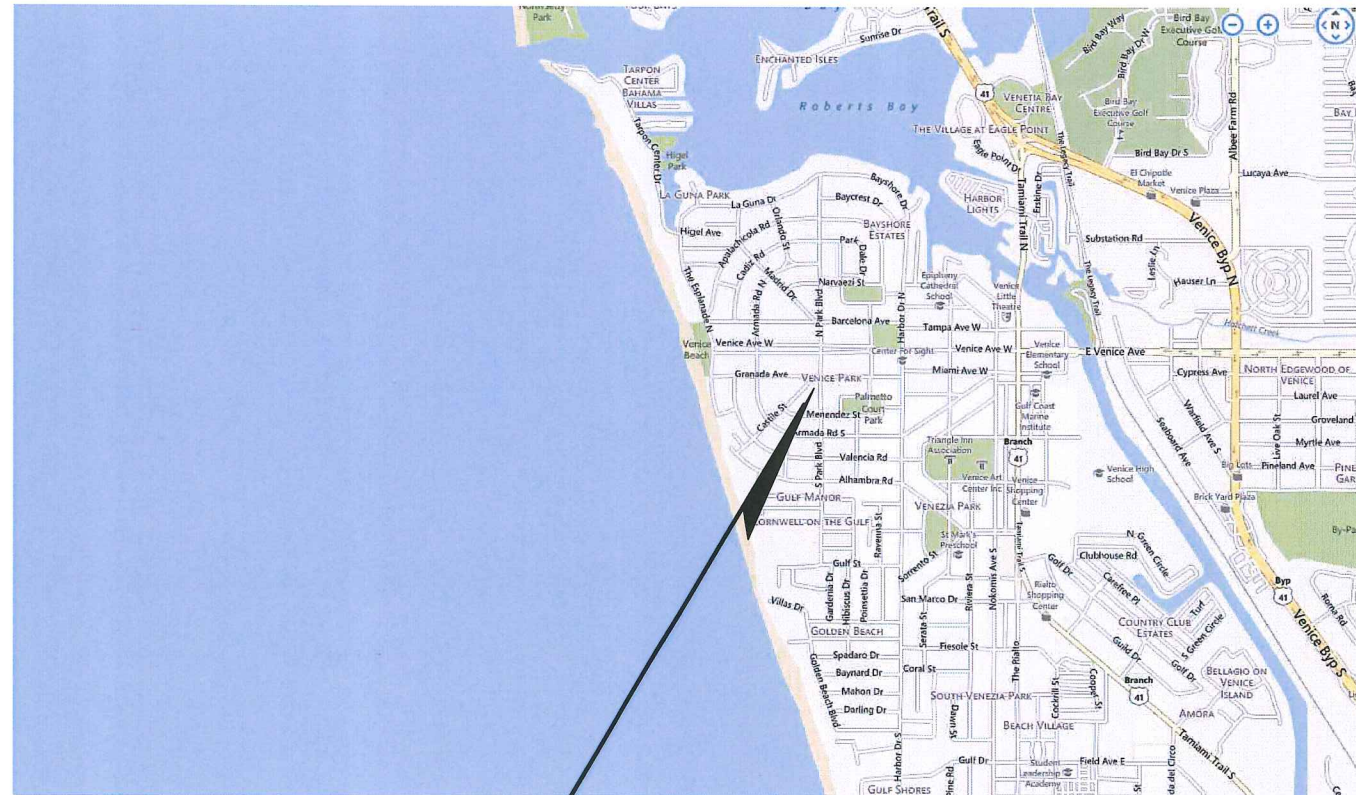
May 27, 2014



DESIGN CONTACTS

CLIENT:
CONTACT: KATHLEEN WEEDEN, P.E.
CITY ENGINEER
401 WEST VENICE AVENUE
VENICE, FL 34285
486-2626 X 25001

LANDSCAPE ARCHITECT:
KIMLEY-HORN AND ASSOCIATES INC.
2601 CATTLEMEN ROAD, SUITE 200
SARASOTA, FLORIDA 34232
CONTACT: JAMES R. PANKONIN, RLA, LEED AP
(941) 379-7600

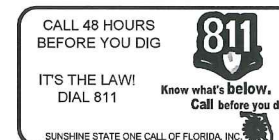


PROJECT LOCATION

Sheet List Table

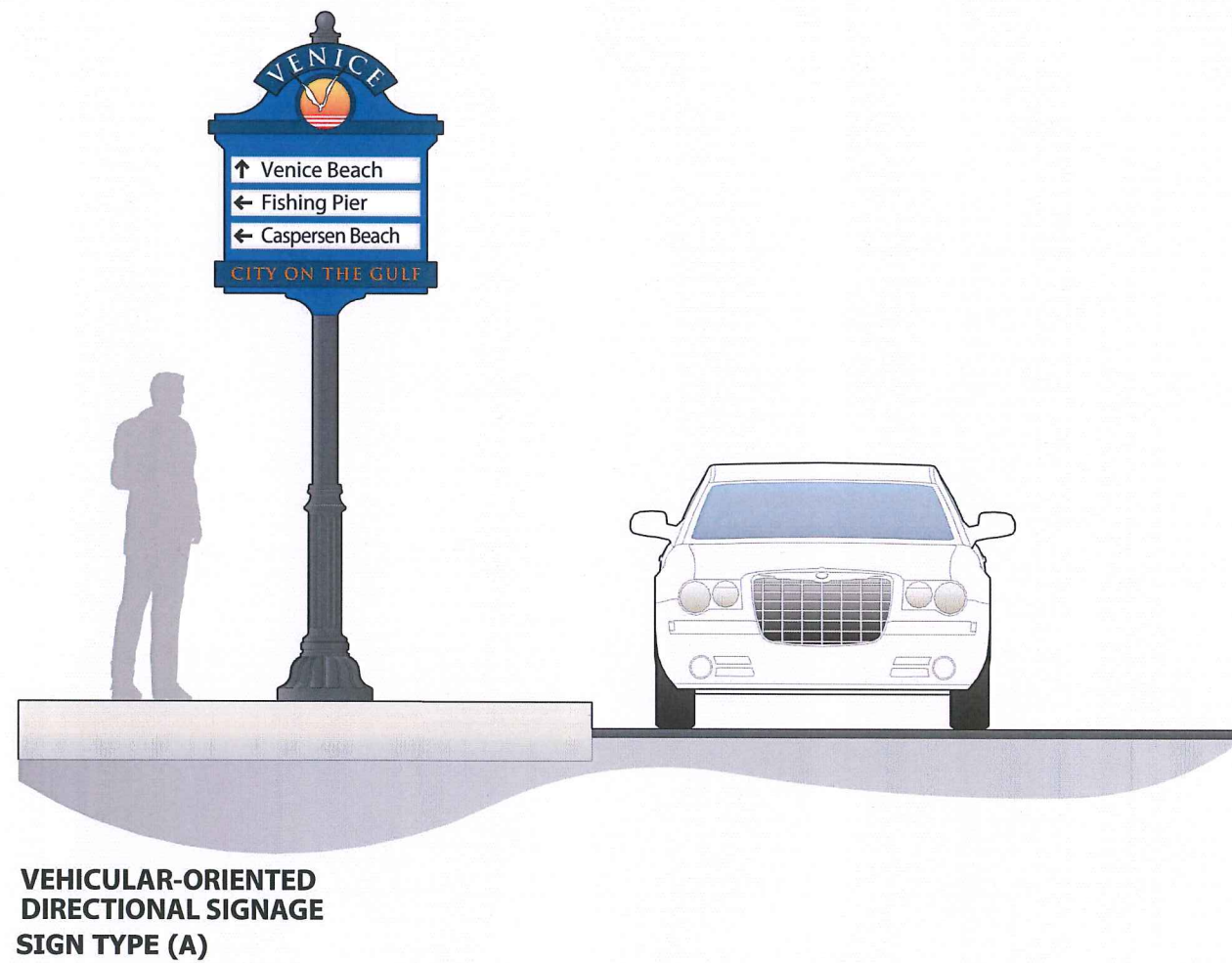
SHEET NUMBER	SHEET TITLE
S-01	COVER
S-02	WAYFINDING SIGNAGE FAMILY
S-03	SIGNAGE FONTS AND COLORS
S-04A	SIGNAGE LOCATION MAP
S-04B	SIGNAGE LOCATION MAP (2)
S-05	NOTES
S-06	NOTES
S-07	NOTES
S-08	VEHICULAR DIRECTIONAL SIGNAGE (TYPE A)
S-09	DIRECTORY MAP KIOSK (TYPE B)
S-10	PEDESTRIAN DIRECTIONAL SIGNAGE (TYPE C)
S-11	SIGNAGE DETAILS



PREPARED BY
 Kimley-Horn
and Associates, Inc.
© 2013 KIMLEY-HORN AND ASSOCIATES, INC.
2601 CATTLEMEN ROAD, SUITE 200, SARASOTA, FL 34232
PHONE: 941-379-7600
WWW.KIMLEY-HORN.COM CA 00000696

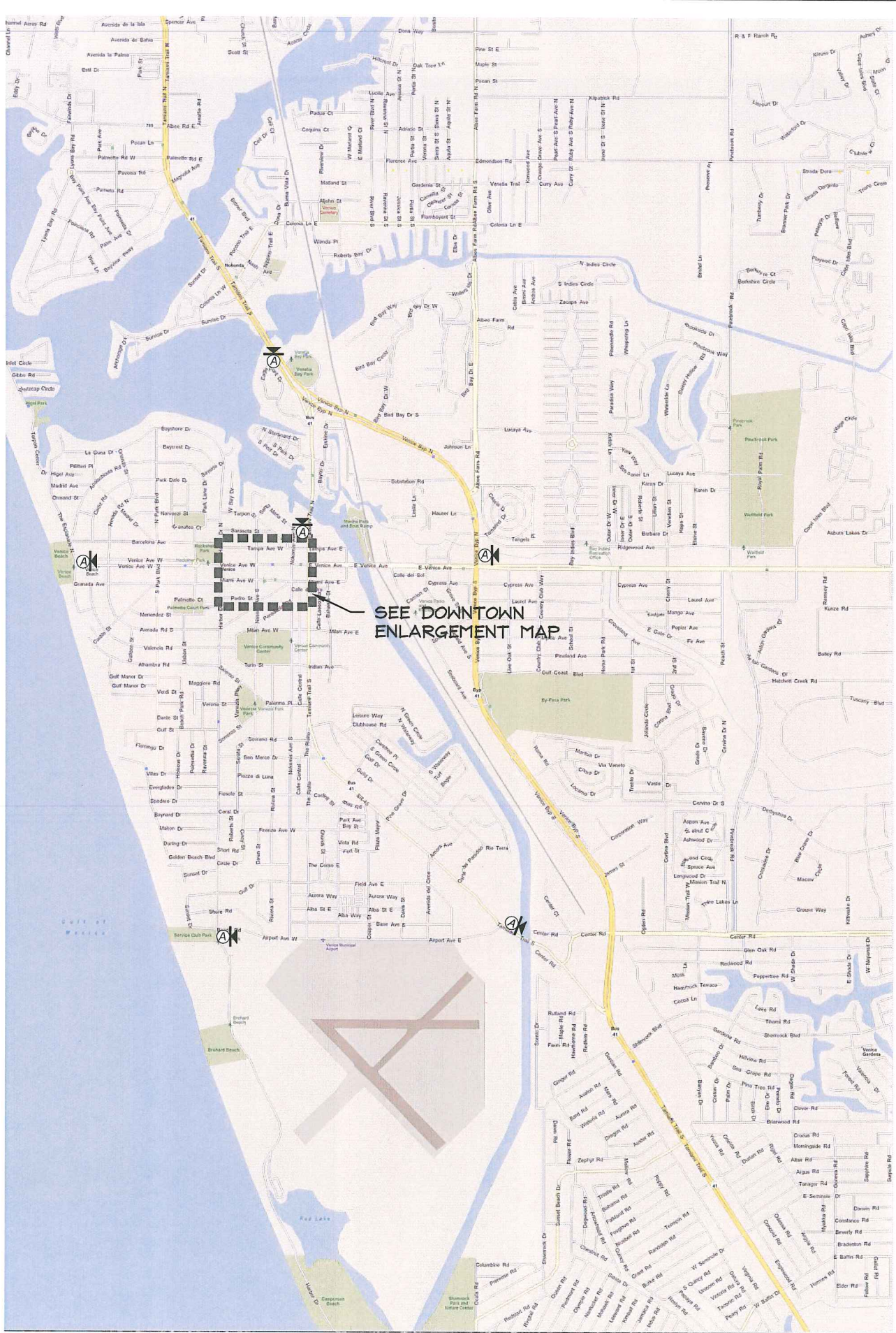



JAMES R. PANKONIN, RLA
FLA. REGISTERED LANDSCAPE ARCHITECT
6666900

5/27/14
DATE



VENICE WAYFINDING PREPARED FOR CITY OF VENICE VENICE	WAYFINDING SIGNAGE FAMILY	KHA PROJECT 148402000 DATE 5/27/2014 SCALE AS SHOWN DESIGNED BY KHA DRAWN BY KHA CHECKED BY JRP	LICENSED PROFESSIONAL  JAMES R. PANKONIN, RLA FL LICENSE NUMBER RLA# 6666900 DATE: 5/27/2014	 Kimley-Horn and Associates, Inc. © 2013 KIMLEY-HORN AND ASSOCIATES, INC. 2601 CATTLEMAN ROAD, SUITE 200, SARASOTA, FL 34232 PHONE: 941-379-7800 WWW.KIMLEY-HORN.COM CA 00000696	No.	REVISIONS	DATE	BY



OVERALL LOCATION MAP
NTS

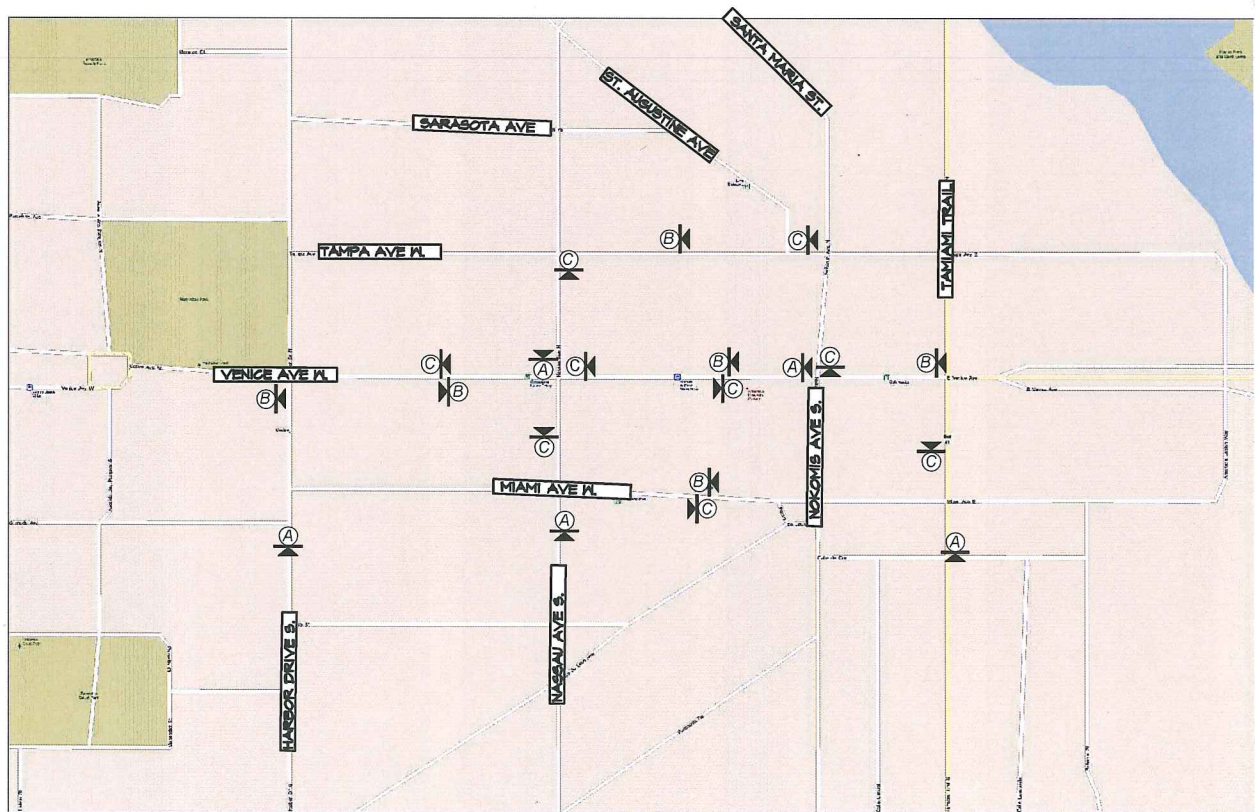
SIGN	SIGN TYPE
A	VEHICULAR DIRECTIONAL SIGNAGE
B	PEDESTRIAN KIOSK
C	PEDESTRIAN DIRECTIONAL SIGNAGE

MAP SYMBOL



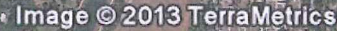
NOTES:

1. LOCATIONS SHOWN ARE FOR GENERAL REFERENCE ONLY - EXACT LOCATIONS TO BE COORDINATED WITH CITY
2. WAYFINDING MESSAGE TO BE PROVIDED BY CITY
3. ADDITIONAL SIGNAGE TYPE LOCATIONS TO BE PROVIDED BY CITY AT FUTURE PHASE



DOWNTOWN ENLARGEMENT MAP
NTS

VENICE WAYFINDING PREPARED FOR CITY OF VENICE	SHEET NUMBER S-04A	VENICE	FL	KHA PROJECT 148402000 DATE 6/18/2014 SCALE AS SHOWN DESIGNED BY KHA DRAWN BY KHA	JAMES R. PANKOW, RLA FL LICENSE NUMBER 6666800 FLA# 6666800 DATE 5/27/2014	Landscape Architecture JAMES R. PANKOW, RLA FL LICENSE NUMBER 6666800 FLA# 6666800 DATE 5/27/2014	Kimley-Horn and Associates, Inc. © 2013 KIMLEY-HORN AND ASSOCIATES, INC. 12601 CATTLEMEN ROAD, SUITE 200, SARASOTA, FL 34232 PHONE: 941-379-7600 WWW.KIMLEY-HORN.COM CA 00000896	No.	REVISIONS	DATE	BY



NTS

A	VEHICULAR DIRECTIONAL SIGNAGE
B	PEDESTRIAN KIOSK
C	PEDESTRIAN DIRECTIONAL SIGNAGE


MAP SYMBOL

NOTES:

1. LOCATIONS SHOWN ARE FOR GENERAL REFERENCE ONLY - EXACT LOCATIONS TO BE COORDINATED WITH CITY
2. WAYFINDING MESSAGE TO BE PROVIDED BY CITY
3. ADDITIONAL SIGNAGE TYPE LOCATIONS TO BE PROVIDED BY CITY AT FUTURE PHASE



NTS

SHEET NUMBER S-04B	VENICE WAYFINDING PREPARED FOR CITY OF VENICE	VENICE FL	KHA PROJECT 148402000 SCALE AS SHOWN DESIGNED BY KHA DRAWN BY KHA CHECKED BY JRP DATE: 5/22/2014	JAMES R. PANKOVIN, RLA DATE: 6/18/2014 FL LICENSE NUMBER RLA# 6666500	 Kimley-Horn and Associates, Inc. © 2013 KIMLEY-HORN AND ASSOCIATES, INC. 2601 CATTLEMAN ROAD, SUITE 200, SARASOTA, FL 34232 PHONE: 941-579-7800 WWW.KIMLEY-HORN.COM CA 00006896	No.	REVISIONS	DATE	BY

I. GENERAL:

A. THE CONTRACTOR IS RESPONSIBLE FOR ALL ASPECTS OF FABRICATION AND INSTALLATION IDENTIFIED IN THIS DOCUMENT.

B. ANY EXCLUSIONS OR SUBSTITUTIONS TO THIS DOCUMENT MUST BE STATED IN WRITING TO THE CITY AT THE TIME OF THE RFP.

II . PROPRIETARY INFORMATION:

ALL IDEAS, DESIGNS, ARRANGEMENTS AND PLANS INDICATED OR PRESENTED BY THESE DRAWINGS ARE OWNED BY AND ARE THE PROPERTY OF THE CITY AND WERE CREATED, EVOLVED AND DEVELOPED FOR THE USE ON IN CONNECTION WITH THE SPECIFIED PROJECT. NONE OF SUCH IDEAS, DESIGNS, ARRANGEMENTS OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, FIRM OR CORPORATION WITHOUT THE WRITTEN PERMISSION OF THE CITY.

III. CONSTRUCTION DOCUMENTS:

A. CONTRACTOR SHALL REVIEW CONSTRUCTION DOCUMENTS AND MAKE RECOMMENDATIONS FOR ALTERNATE FABRICATION AND ASSEMBLY METHODS WHERE APPROPRIATE. THESE RECOMMENDATIONS SHALL MEET ALL REQUIRED CODES AND THE DESIGN INTENT OF THESE DRAWINGS.

B. ADDITIONAL WORKING DRAWINGS, SHOP DRAWINGS AND PERMIT DOCUMENTS, WILL BE REQUIRED AND SHALL BE PREPARED BY THE CONTRACTOR.

C. THE CITY SHALL REVIEW THE SHOP DRAWINGS ONLY FOR CONFORMANCE WITH GENERAL DESIGN INTENT AND WILL IN NO WAY BE RESPONSIBLE OR LIABLE FOR ANY RESULTS OF CONSTRUCTION FROM WORKING DRAWINGS, MATERIAL SELECTION, SHOP DRAWINGS, CONTRACT DOCUMENTS OR ANY OTHER AGREEMENTS OTHER THAN AGREEMENT WITH THE CITY AUTHORIZING THESE DOCUMENTS.

IV . QUALITY ASSURANCE:

A. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE QUALITY AND DELIVERY OF ALL MATERIALS AND WORKMANSHIP REQUIRED FOR THE EXECUTION OF THE CONTRACT INCLUDING THE MATERIALS AND WORKMANSHIP OF ANY FIRMS OR INDIVIDUALS WHO ACT AS SUBCONTRACTORS. CONTRACTORS SHALL BE RESPONSIBLE FOR PROVIDING SUBCONTRACTORS WITH COMPLETE AND UP-TO-DATE DRAWINGS, PERFORMANCE AND MATERIAL REQUIREMENTS, GRAPHIC SCHEDULE, AND OTHER INFORMATION.

B. PERFORMANCE: THE CONTRACTOR SHALL BASE HIS PROPOSAL ON THE PERFORMANCE OF ALL SERVICES, INCLUDING ALL ITEMS OF LABOR, MATERIALS, EQUIPMENT, SUPERVISION, COMMUNICATION AND INSURANCE REQUIRED FOR THE COMPLETE FABRICATION AND INSTALLATION OF THE SPECIFIED WORK WITHIN THE TIME FRAME AGREED TO BY THE CONTRACTOR AND THE CITY.

C. DIMENSIONS: WRITTEN DIMENSIONS ON THE DRAWINGS SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS. THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS.

D. SIGNAGE PLAN MESSAGE SCHEDULE COPY, QUANTITIES AND REFERENCES SHOWN ON THE WAYFINDING SIGNAGE PLAN SHALL TAKE PRECEDENCE OVER DRAWINGS. THE LARGE SCALE DETAILS SHALL TAKE PRECEDENCE OVER THE SMALLER-SCALE DRAWINGS.

E. EXECUTION: THE CONTRACTOR SHALL NOTIFY THE CITY OF ANY DISCREPANCIES IN THE DRAWINGS OR MESSAGE SCHEDULE, IN FIELD DIMENSIONS OR CONDITIONS, AND/OR CHANGES REQUIRED IN CONSTRUCTION DETAILS. PROBLEMS SUCH AS MESSAGES BEING TOO LONG TO FIT INTO THE REQUIRED FORMATS, DIFFICULTY IN ACCURATELY REPRODUCING LOGO OR LOGOTYPE COMPONENTS, ETC., MUST BE BROUGHT TO THE ATTENTION OF THE CITY PRIOR TO EXECUTION. THE CONTRACTOR SHALL NOT RESOLVE ANY DISCREPANCIES WITHOUT CONSULTING THE CITY.

F. CONTRACTOR RECOMMENDATIONS: THE CONTRACTOR SHALL CAREFULLY STUDY THE DETAILED DRAWINGS AND MAKE SPECIFIC RECOMMENDATIONS FOR CHANGES IF THOSE CHANGES WILL IMPROVE THE QUALITY OF ANY FABRICATION. ANY RECOMMENDATIONS INCLUDING CHANGES IN CONTRACT AMOUNT SHALL BE APPROVED IN WRITING BY THE CITY PRIOR TO PREPARATION OF SHOP DRAWINGS OR FABRICATION.

G. ARTWORK: CD OR DVD WITH ELECTRONIC ARTWORK AS REQUIRED BY THE SIGN CONTRACTOR FOR SYMBOLS OR CUSTOM-DESIGNED GRAPHICS (I.E. LOGOS, LOGO TYPES, ARROWS) WILL BE PROVIDED IN ADOBE ILLUSTRATOR CS FORMAT AT A SCALED PERCENTAGE OF THE FINAL SIZE. ADOBE PHOTOSHOP .TIF FILES WILL ALSO BE PROVIDED IF NECESSARY. ALL REQUIRED COPY LAYOUTS AND TEXT FOR THE SIGNAGE SYSTEM IS THE RESPONSIBILITY OF THE SIGN CONTRACTOR. THE CONTRACTOR SHALL SUBMIT AN ITEMIZED LIST OF ALL REQUIRED ARTWORK AT THE TIME OF THE CONTRACT AWARD.

H. LABELING: THERE SHALL BE NO VISIBLE LABELS, MANUFACTURER'S OR OTHERWISE, CODE PERMITTING, ON THE COMPLETED SIGNS OR OTHER OBJECTS. IF LABELS ARE REQUIRED, A SAMPLE LABEL AND INTENDED LOCATION ALONG WITH AN EXPLANATION OF THE REQUIREMENT MUST BE SUBMITTED TO THE CITY, PRIOR TO THE APPLICATION AND/OR INSTALLATION.

1. STOCK: ALL MATERIALS, HARDWARE, COMPONENTS, FINISHES, ETC. USED TO FABRICATE ANY AND ALL COMPONENTS SHALL BE "NEW" (NOT PREVIOUSLY USED OR OPERATED IN ANY OTHER APPLICATION), FROM THE MOST RECENT ORIGINAL MANUFACTURER'S PRODUCTION RUN/SUPPLY AND APPROPRIATELY MATCHED TO THE SERVICE CONDITIONS REQUIRED OF THE SITE.

V. SUBMITTALS:

A. THE CONTRACTOR SHALL SUBMIT THREE (3) SETS OF 11"X 17" DETAILED SHOP DRAWINGS SIGNED AND SEALED BY FLORIDA REGISTERED P.E. AND TWO (2) DIGITAL SETS ON CD OR DVD WITH ELECTRONIC VERSIONS OF THE SAME. THE CONTRACTOR SHALL PREPARE DRAWINGS INDICATING ALL MATERIALS, FINISHES, CONSTRUCTION DETAILS, INSTALLATION DETAILS, ARTWORK AND STRUCTURES, INCLUDING MOUNTING, HARDWARE AND DEVICES. THE CITY WILL REVIEW THESE DRAWINGS AND PROVIDE COMMENTS, IF

ANY. THE CONTRACTOR SHALL MAKE ALL CORRECTIONS REQUIRED AND RESUBMIT FOR FINAL REVIEW AND SIGN APPROVAL BEFORE PRODUCTION STARTS.

B. SHOP DRAWINGS WILL BE REVIEWED FOR COMPLIANCE WITH DESIGN INTENT ONLY. THE CONTRACTOR IS RESPONSIBLE FOR ENGINEERING EACH OBJECT TO MEET ALL LOAD AND WIND REQUIREMENTS WITH SEALED DRAWINGS AND CALCULATIONS BY FLORIDA REGISTERED P.E. THE CONTRACTOR IS RESPONSIBLE FOR ALL OTHER ASPECTS OF FABRICATION, INCLUDING ENGINEERING, PROCEDURE, INSTALLATION TECHNIQUES AND PERFORMANCE AS WELL AS COORDINATION WITH SITE CONDITIONS AND RELATED TRADES.



C. PRODUCT DATA: THE CONTRACTOR SHALL PROVIDE IDENTIFICATION OF ALL MATERIALS USED, INCLUDING MANUFACTURER'S TECHNICAL DATA AND INSTALLATION INSTRUCTIONS.

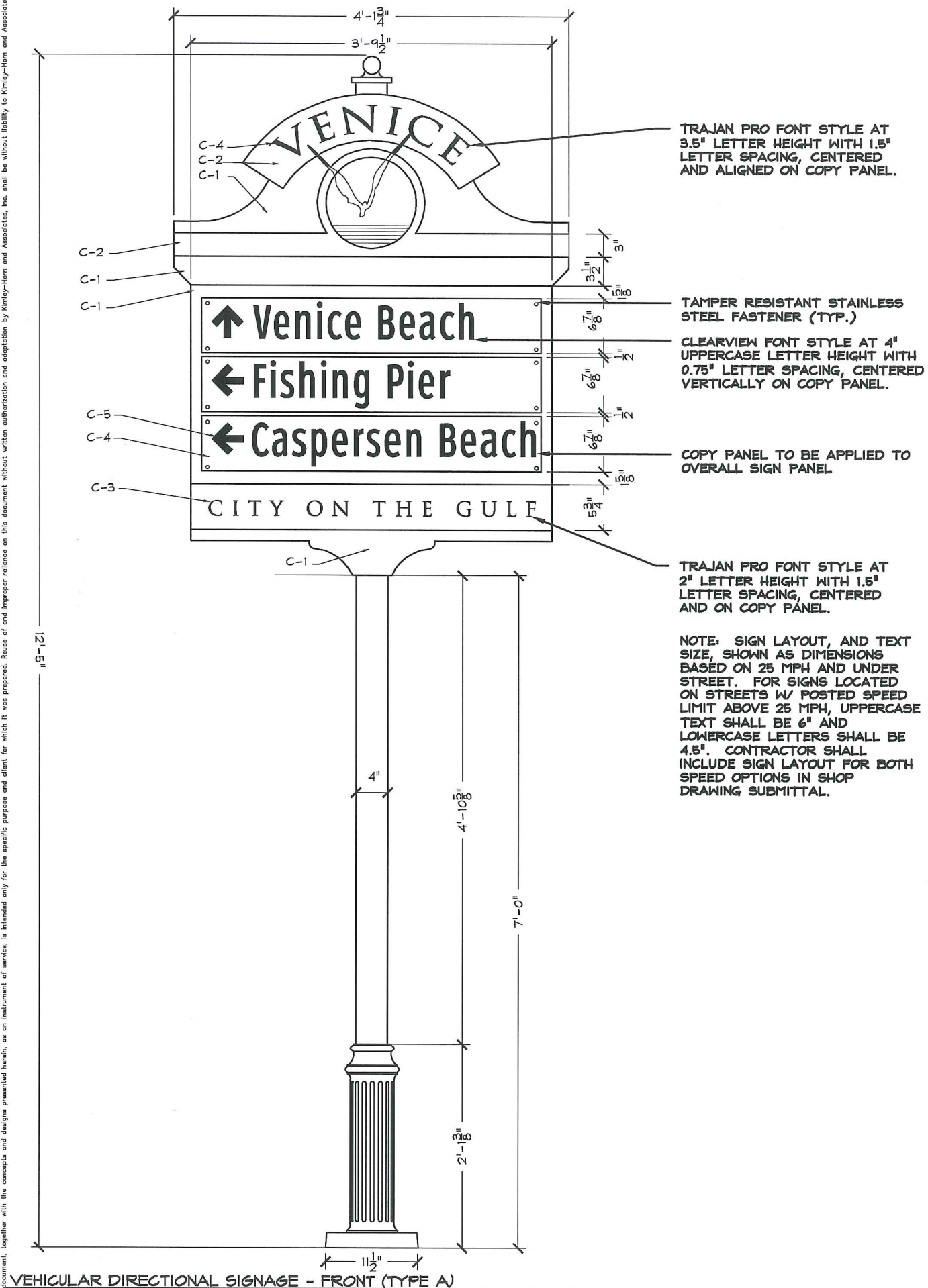
D. SPECIFIC SAMPLES: THE CONTRACTOR SHALL SUBMIT A MINIMUM OF THREE (3) SAMPLES (MINIMUM SIZE 6"X 6" OR AS REQUESTED BY THE CITY) OF EACH COLOR AND FINISH ON THE SPECIFIED MATERIALS. SAMPLES MUST BE SUBMITTED IN A TIMEFRAME ALLOWABLE FOR REVIEW, MULTIPLE ADJUSTMENTS AND APPROVAL WITHOUT DELAY TO THE PROJECT. THE CITY'S REVIEW OF SAMPLES WILL BE FOR COLOR, TEXTURE, FINISH AND AESTHETIC COMPATIBILITY WITH EXISTING OR ADJACENT MATERIALS. COMPLIANCE WITH ALL OTHER REQUIREMENTS IS THE EXCLUSIVE RESPONSIBILITY OF THE CONTRACTOR. WHEN SPECIFIED, FURNISH FULL-SIZE SAMPLES OF OBJECTS, PARTIAL OBJECTS AND/OR MATERIALS. RESUBMIT SAMPLES IF REQUESTED UNTIL REQUIRED FINISH, SHEEN, COLOR, TEXTURE AND COMPLIANCE WITH REQUIREMENTS IS ACCEPTED.

E. STRUCTURAL SUBMITTAL: DESIGN REVIEW OF INSTALLATION METHOD, INTERNAL STRUCTURE AND MOUNTING ASSEMBLIES ARE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL SUBMIT THREE (3) SETS OF ENGINEERING DRAWINGS TO THE CITY. IN ADDITION, THE CONTRACTOR SHALL PREPARE STRUCTURAL PLANS, INCORPORATING AN ADEQUATE FOUNDATION AND/OR MOUNTING STRUCTURE FOR ALL SIGN COMPONENTS TO MEET ALL LOAD AND WIND REQUIREMENTS AND GIVEN SITE CONDITIONS. THE CONTRACTOR SHALL, AT HIS EXPENSE, SUBMIT FOR THE CITY'S REVIEW CALCULATIONS, SEALED BY A LICENSED ENGINEER REGISTERED IN FLORIDA, FOR ALL STRUCTURAL MEMBERS, INCLUDING FOUNDATIONS.

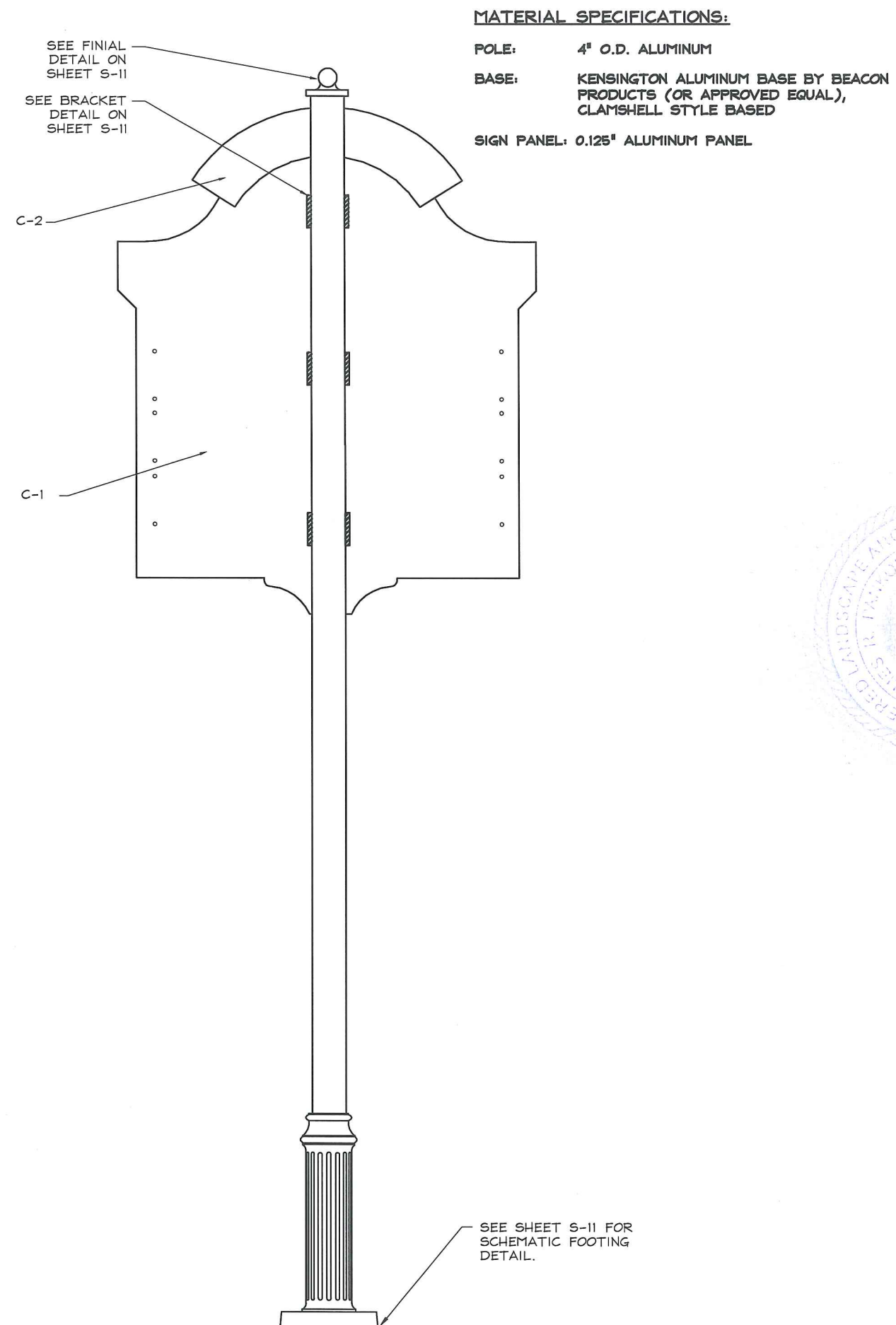
F. MAINTENANCE SUBMITTAL: THE CONTRACTOR SHALL PROVIDE THE CITY WITH COMPLETE FINISH/COMPONENT CARE INSTRUCTIONS AS SPECIFIED BY THE MANUFACTURER FOR ON-GOING COSMETIC CLEANING AND MAINTENANCE. THREE SETS ARE TO BE SUBMITTED IN AN 8-1/2"X 11"3-RING BINDER WITH CONTACT INFORMATION AND SUPPLIER LISTING OF COMPONENTS. PROVIDE THE CITY ONE (1) UNOPENED GALLON OF EACH COLOR/FINISH USED ON THE PROJECT CLEARLY MARKED WITH COLOR REFERENCE AND COMPLETE INSTRUCTIONS AND SPECIFICATIONS.

G. WHERE APPLICABLE, SIGNS SHALL BE DESIGNED TO MEET FDOT, FLORIDA BUILDING CODE AND OTHER APPLICABLE STANDARDS.


VENICE WAYFINDING PREPARED FOR CITY OF VENICE VENICE	SHEET NUMBER S-05	NOTES	KHA PROJECT 148402000 DATE: 5/27/2014 SCALE AS SHOWN DESIGNED BY KHA DRAWN BY KHA CHECKED BY JRP	LICENSED PROFESSIONAL  JAMES R. PANKONIN, RLA FL LICENSE NUMBER RLA# 5666900 DATE: 5/27/2014	 Kimley-Horn and Associates, Inc. © 2013 KIMLEY-HORN AND ASSOCIATES, INC. 2801 CATTLEMEN ROAD, SUITE 200, SARASOTA, FL 34232 PHONE: 941-379-7600 WWW.KIMLEY-HORN.COM CA 00006896	No.	REVISIONS	DATE	BY



VEHICULAR DIRECTIONAL SIGNAGE - FRONT (TYPE A)



VEHICULAR DIRECTIONAL SIGNAGE - BACK (TYPE A)
9/4"=1'-0"

VENICE WAYFINDING PREPARED FOR CITY OF VENICE		VENICULAR DIRECTIONAL SIGNAGE (TYPE A)		<div> <div>  <div> <div>KHA PROJECT</div> <div>1484020000</div> </div> </div> <div> <div>DATE</div> <div>5/27/2014</div> </div> </div> <div> <div>SCALE</div> <div>AS SHOWN</div> </div> <div> <div>DESIGNED BY</div> <div>KHA</div> </div> <div> <div>DRAWN BY</div> <div>KHA</div> </div>		<div> <div>  <div> <div>KHA PROJECT</div> <div>1484020000</div> </div> </div> <div> <div>DATE</div> <div>5/27/2014</div> </div> </div> <div> <div>SCALE</div> <div>AS SHOWN</div> </div> <div> <div>DESIGNED BY</div> <div>KHA</div> </div> <div> <div>DRAWN BY</div> <div>KHA</div> </div>		<div> <div>  <div> <div>KHA PROJECT</div> <div>1484020000</div> </div> </div> <div> <div>DATE</div> <div>5/27/2014</div> </div> </div> <div> <div>SCALE</div> <div>AS SHOWN</div> </div> <div> <div>DESIGNED BY</div> <div>KHA</div> </div> <div> <div>DRAWN BY</div> <div>KHA</div> </div>		<div> <div>  <div> <div>KHA PROJECT</div> 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1. VENDOR TO PROVIDE ARTWORK FOR FINAL MAP GRAPHIC TO CITY FOR APPROVAL PRIOR TO INSTALLATION.
2. PROVIDE DIGITAL DIAMOND MAP GRAPHIC OR APPROVED EQUAL.
3. KIOSK IS TO HAVE SAME GRAPHICS ON BOTH SIDES.



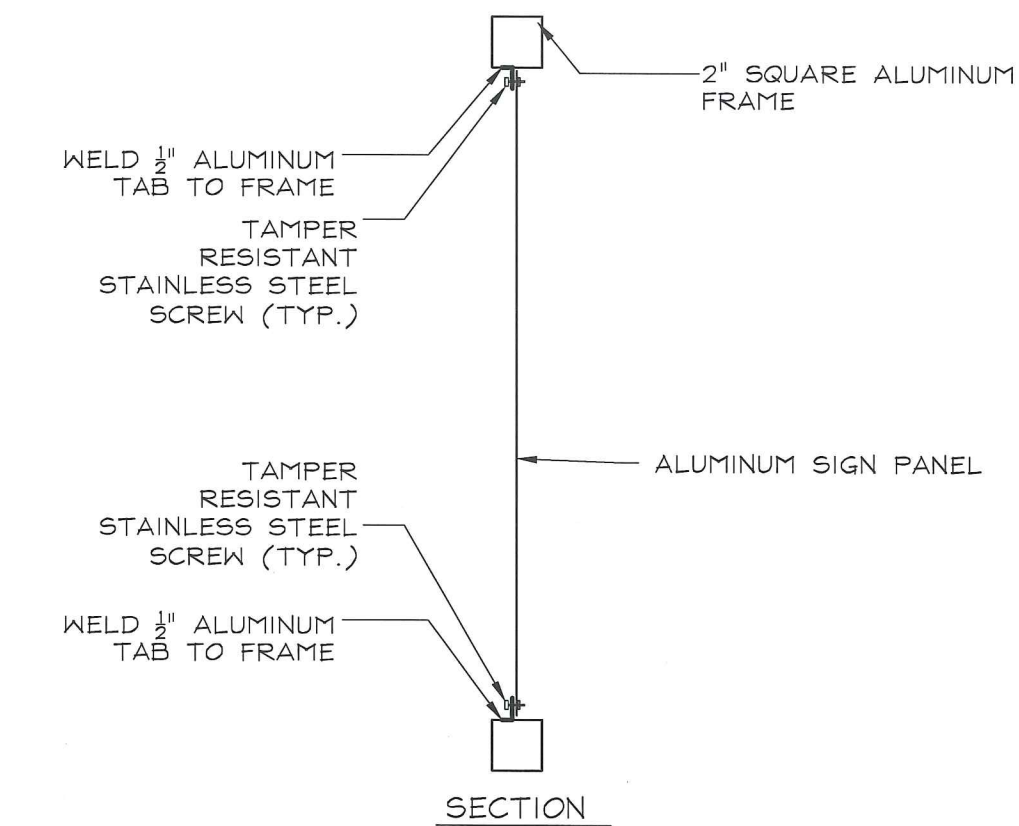
DIRECTORY MAP KIOSK, MONUMENT (TYPE B)
1"=1'-0"



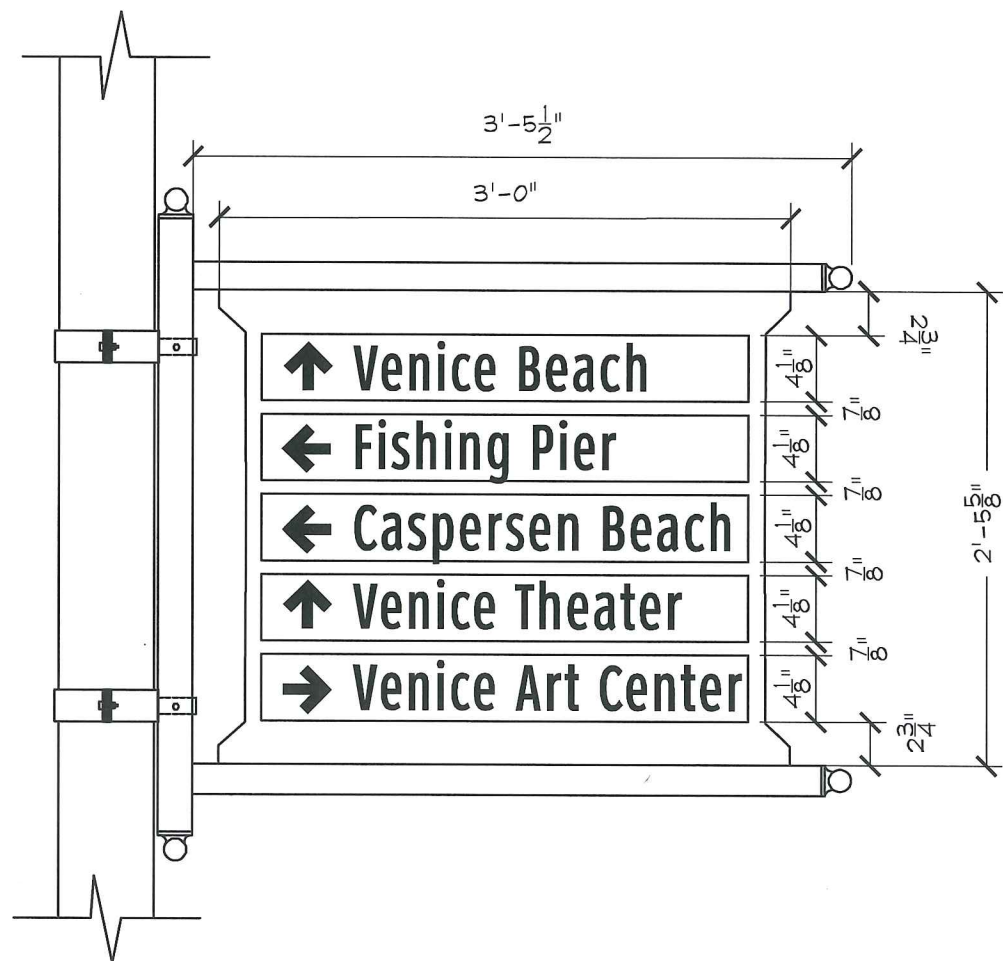
FRONT SECTION

VENICE WAYFINDING PREPARED FOR CITY OF VENICE VENICE	SHEET NUMBER S-09	DIRECTORY MAP KIOSK (TYPE B)	KHA PROJECT 148402000	LICENSED PROFESSIONAL JAMES R. PANKONIN, RLA	 Kimley-Horn and Associates, Inc. © 2013 KIMLEY-HORN AND ASSOCIATES, INC. 2601 CATTLEMEN ROAD, SUITE 200 BOCA RATON, FL 33432 TEL: 561-997-7600 WWW.KIMLEY-HORN.COM CA 00000696	No.	REVISIONS	DATE	BY
			DATE 5/27/2014	FL LICENSE NUMBER RLA # 6666900					
			SCALE AS SHOWN	DESIGNED BY KHA	DRAWN BY KHA	CHECKED BY JRP			

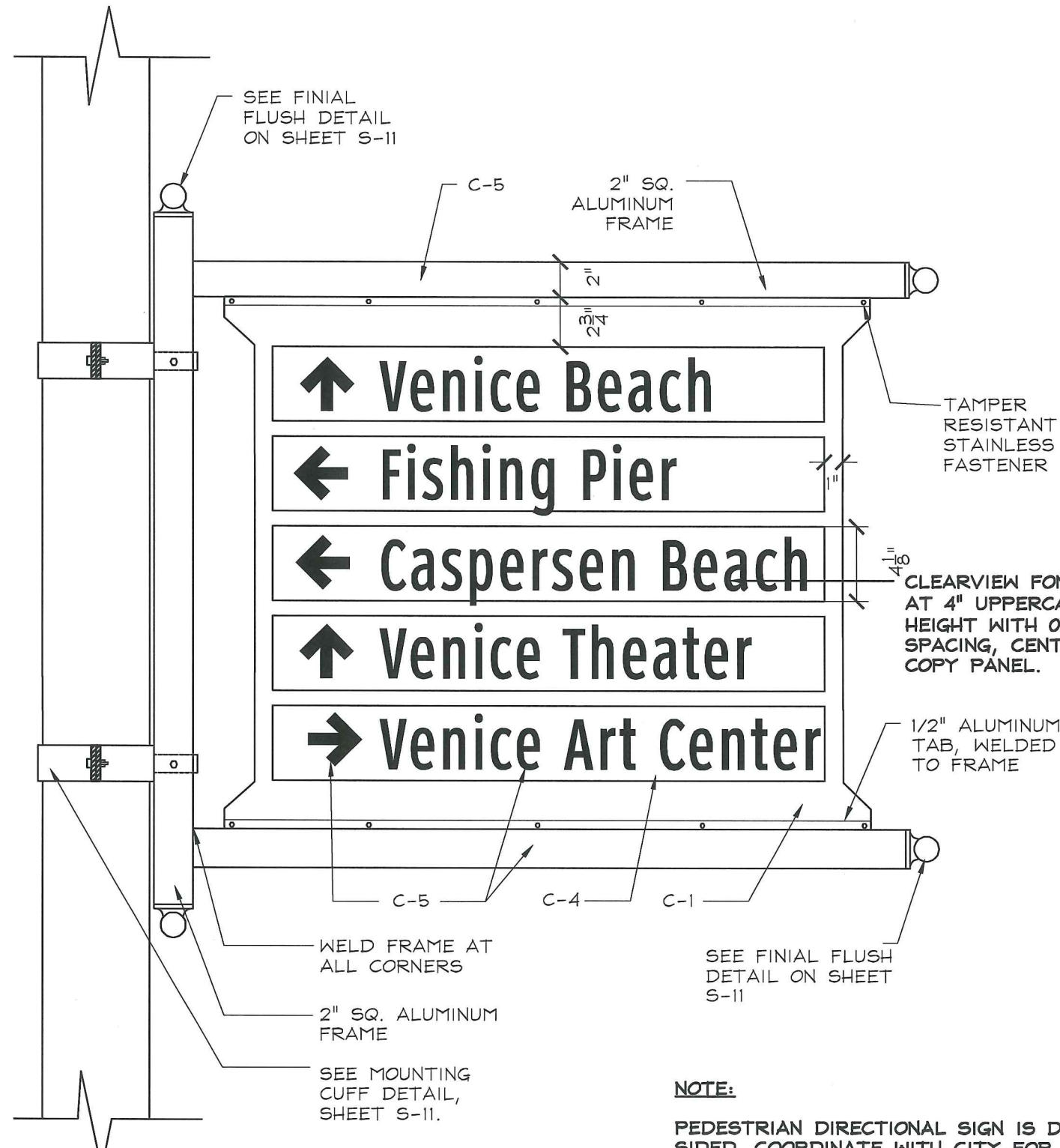
Plotted By: Bellamy, James Sheet Set: 148402000 - Venice Wayfinding Layout: S-10 May 27, 2014 08:44:23am K:\SAR_URG\148402000 - Venice Wayfinding\CAD\plansheets\S-08 VEHICULAR DIRECTIONAL SIGNAGE (TYPE A).dwg
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SIGN PANEL CONNECTION DETAIL
1"=1'-0"



PEDESTRIAN DIRECTIONAL SIGNAGE - FRONT / BACK (TYPE C)
1"=1'-0"



NOTE:

PEDESTRIAN DIRECTIONAL SIGN IS DOUBLE SIDED. COORDINATE WITH CITY FOR MESSAGE BASED ON PROPOSED LOCATION

MATERIAL SPECIFICATIONS:

POLE: EXISTING (CONTRACTOR TO VERIFY SIZE IN FIELD)

FRAME: 2" O.D. SQ. ALUMINUM

SIGN PANEL: 0.125" ALUMINUM PANEL

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2601 CATTLEMAN ROAD, SUITE 200, SARASOTA, FL 34232
PHONE: 941-379-7600
WWW.KIMLEY-HORN.COM CA 00000696

LICENSED PROFESSIONAL ARCHITECT
JAMES R. PANKOVIN, RLA
FL LICENSE NUMBER
RLA # 6666900
DATE: 5/27/2014
KHA PROJECT 148402000
DATE 5/27/2014
SCALE AS SHOWN
DESIGNED BY KHA
DRAWN BY KHA
CHECKED BY JRP

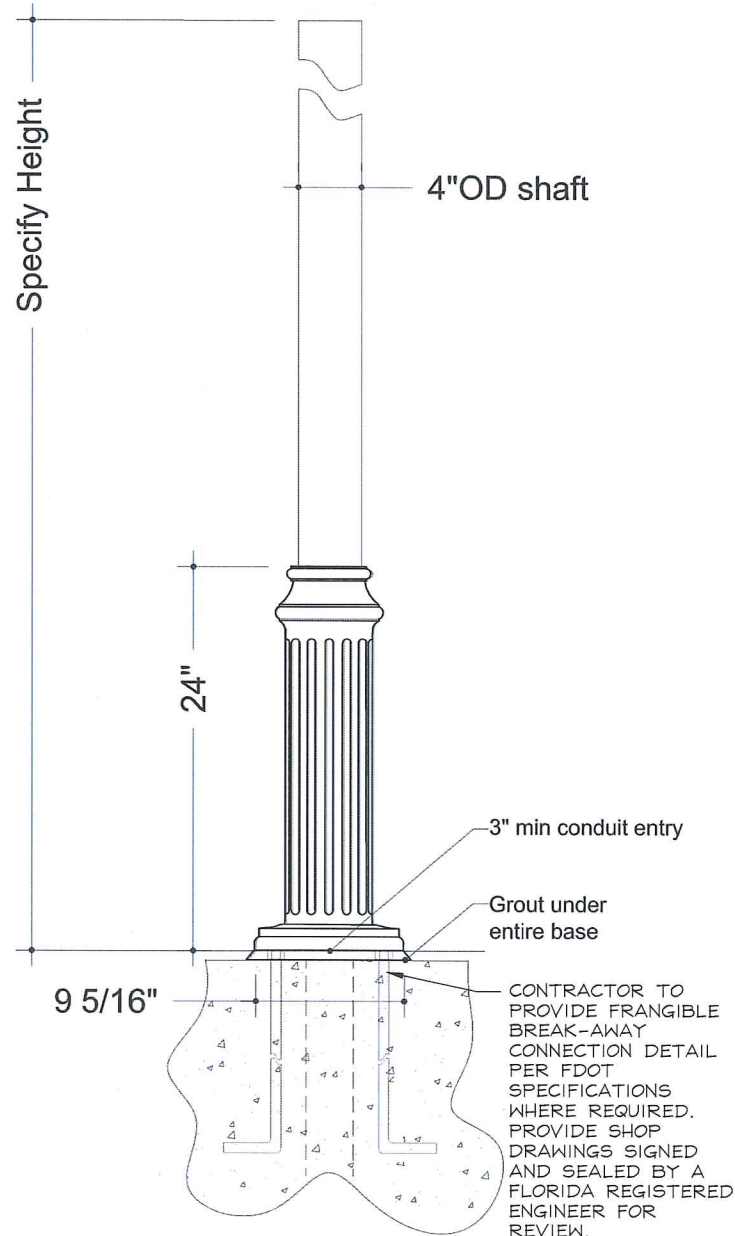
PEDESTRIAN DIRECTIONAL SIGNAGE (TYPE C)

VENICE WAYFINDING PREPARED FOR CITY OF VENICE

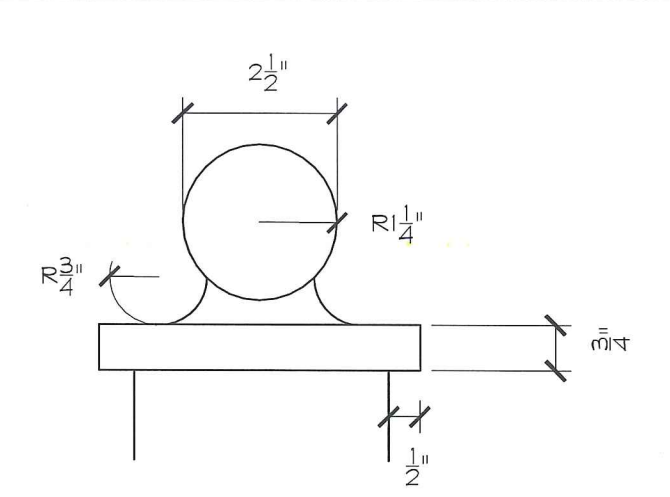
SHEET NUMBER
S-10

REVISIONS
No. DATE BY

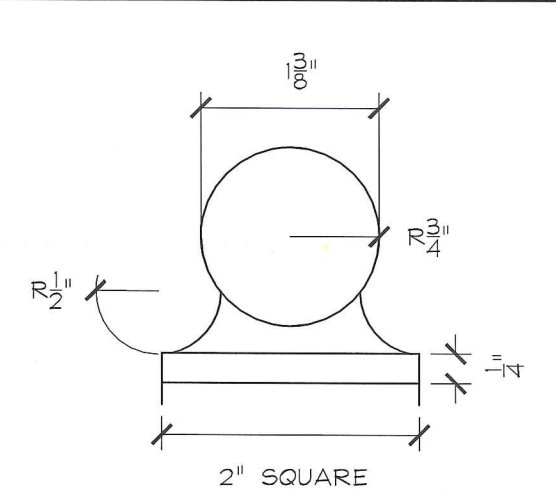
Plotted By: Bellamy, James, Sheet Set: 148402000 - Venice Wayfinding, Layout: SIGNAGE DETAILS, May 27, 2014, 08:44:31am, K:\SAR_URG\148402000 - Venice Wayfinding\CAD\plansheets\S-11_SIGNAGE_DETAILS.dwg
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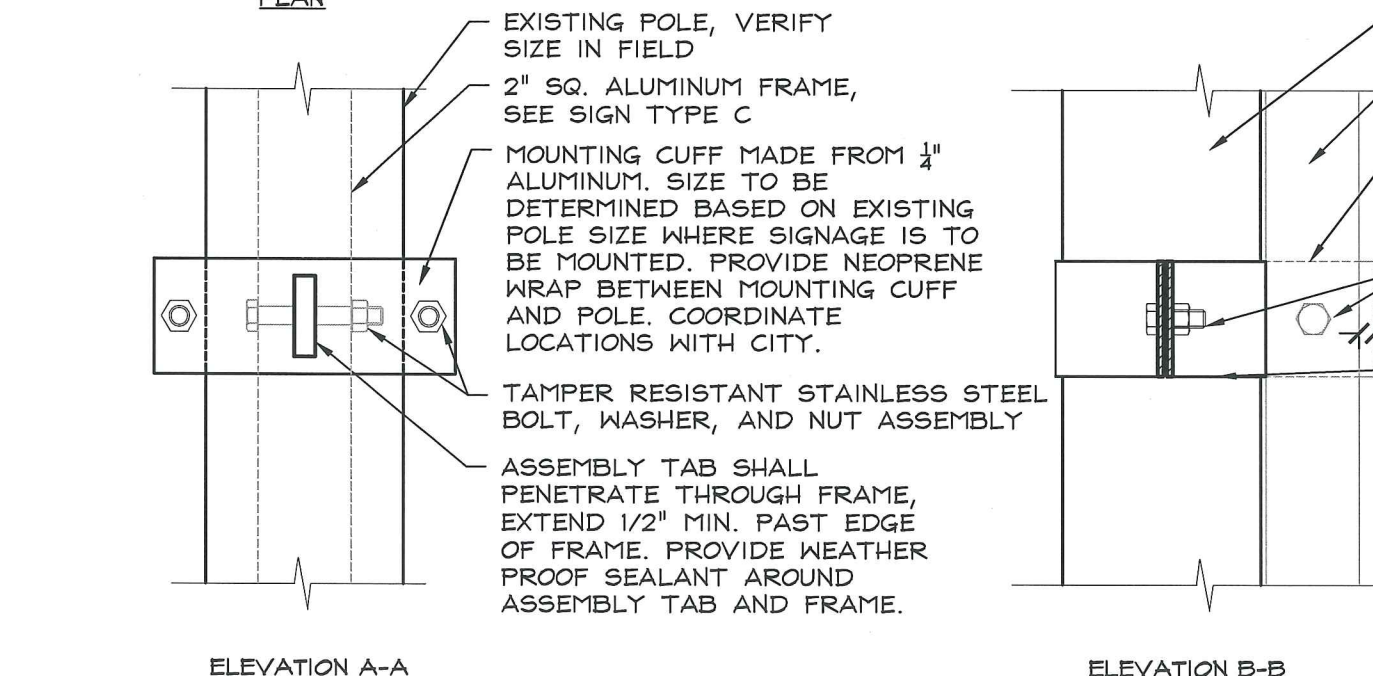
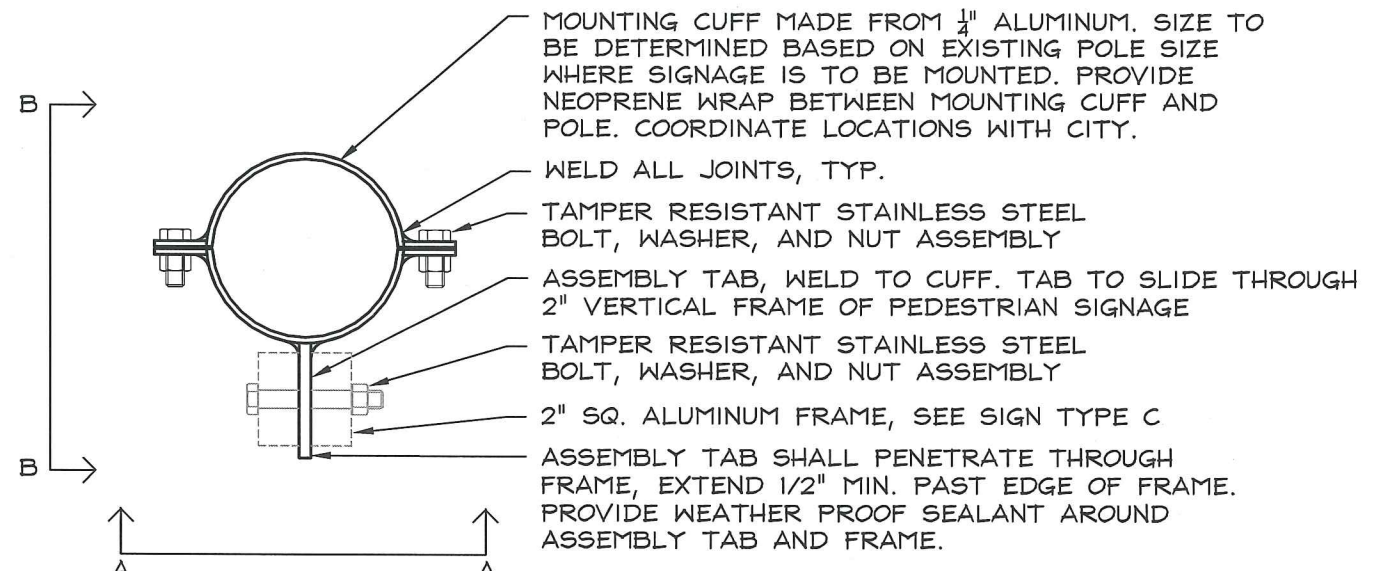
POLE BASE DETAIL
PROVIDED BY BEACON
1"=1'-0"



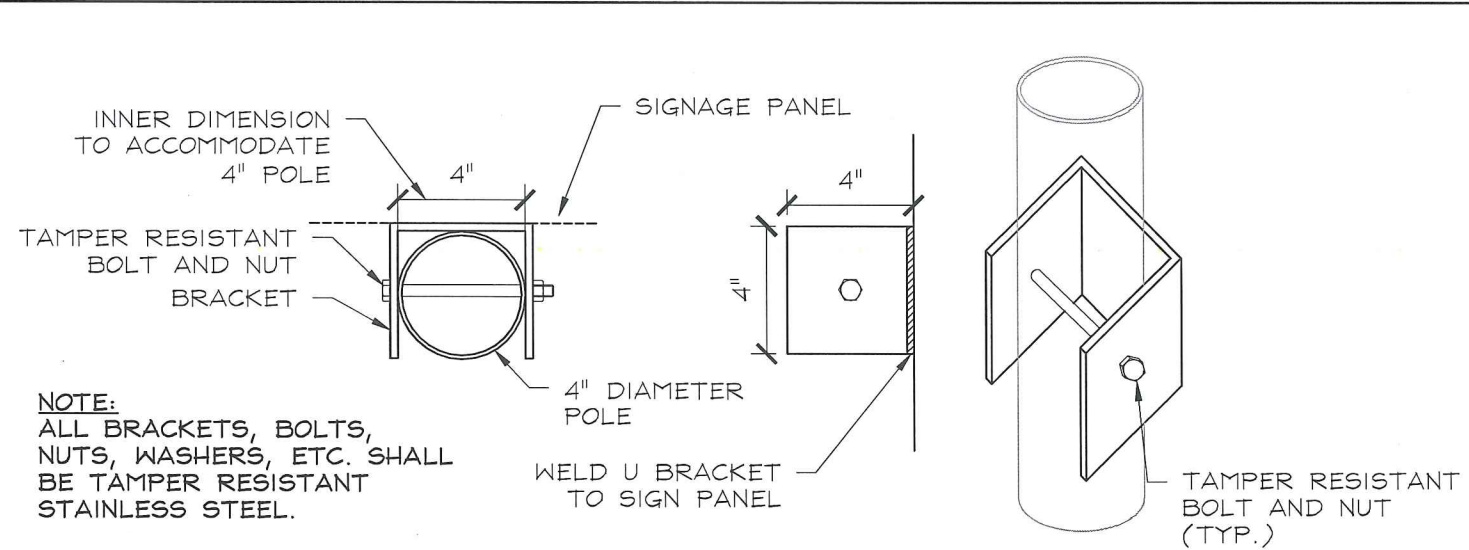
FINIAL WITH OVERHANG DETAIL, SIGN TYPE A
NTS



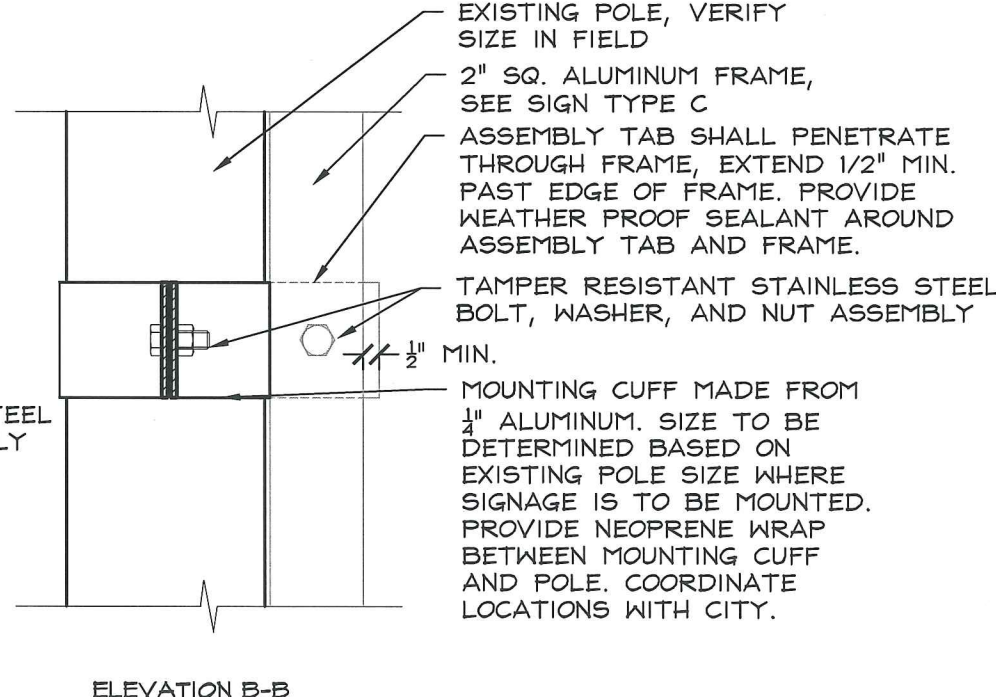
FINIAL FLUSH DETAIL FOR SIGN TYPE C ONLY
NTS



MOUNTING DETAIL: PEDESTRIAN SIGN TO EXISTING POLE, SIGN TYPE C
MOUNTING CUFF
NTS



U-BRACKET DETAIL, SIGN TYPE A
NTS



SIGNAGE DETAILS
NTS

VENICE WAYFINDING PREPARED FOR CITY OF VENICE		SHEET NUMBER S-11	
VENICE		FL	
KHA PROJECT 148402000		DATE 5/27/2014	
SCALE AS SHOWN		DESIGNED BY KHA	
DRAWN BY KHA		CHECKED BY JRP	
JAMES R. PANKONIN, RLA		FL LICENSE NUMBER RLA# 6666500	
DATE 5/27/2014		DATE 5/27/2014	
KIMLEY-HORN and Associates, Inc.		© 2013 KIMLEY-HORN AND ASSOCIATES, INC. 2801 CATTLEMAN ROAD, SUITE 200, SARASOTA, FL 34232 PHONE: 941-378-7600 WWW.KIMLEY-HORN.COM CA 0000696	
REVISIONS		DATE BY	

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)
- Contract
- Bid Submittal Form
- Bid Schedule

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.

THIS PAGE MUST BE COMPLETED & SUBMITTED WITH OFFER

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

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.

THIS PAGE MUST BE COMPLETED & SUBMITTED WITH OFFER

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 Offeror, 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. It 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. It 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

THIS PAGE MUST BE COMPLETED & SUBMITTED WITH OFFER

INDEMNIFICATION/HOLD HARMLESS

The selected contractor 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 selected contractor, its Sub-Offerrors and their officers, directors, agents or employees; any failure of the selected contractor 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 affect 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 affect 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 Offeror 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 Offerors 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 287.017, Florida Statutes, 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#: _____

STATEMENT OF NO BID

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: **July 23, 2014 at 2:00 PM**

Bid Number: **2990-14**

Description: **WAYFINDING SIGNAGE CONSTRUCTION - PHASE I**

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. _____

CITY OF VENICE

**WAYFINDING SIGNAGE CONSTRUCTION – PHASE I
CITY OF VENICE, FLORIDA
BID SUBMITTAL FORM**

**BID NO. 2990-14
2:00 P.M.**

DUE: July 23, 2014

NO LATER THAN

To furnish all labor, materials and equipment necessary for all items defined in the specifications together with all modifications, additions, or deletions which may be included in addenda issued prior to the bid date and time for the sum of:

TOTAL NOT TO EXCEED BID PLUS CITY RESERVE:

_____ \$ _____
(written)

OUR FIRM CAN COMPLY WITH ALL INSURANCE AND BOND REQUIREMENTS.

YES _____ NO _____

Any and all exceptions must be noted on Company's letterhead and attached to Bid Proposal.
ADDENDA THROUGH ADDENDUM NO. _____ ARE INCLUDED IN THIS BID.

Name _____ of _____ Contractor's _____ Superintendent _____ for _____ this
work: _____

Contractor has read and understands Special Conditions, Restoration, requirements Yes _____
No _____

Name _____ of _____ Subcontractor _____ performing _____ restoration:

**WORK TO BE COMPLETED WITHIN _____ CALENDAR DAYS OF "NOTICE TO
PROCEED"**

NAME OF COMPANY

BY (Signature)

ADDRESS

SIGNED BY (typed or printed)

CITY _____ STATE _____ ZIP _____

OFFICIAL TITLE

DATE _____ PHONE _____ FAX _____

**BID SCHEDULE
CITY OF VENICE
WAYFINDING SIGNAGE CONSTRUCTION- PHASE I**

ITB Number 2990-14

Description	Quantity	Unit	Unit Price	Extension
Mobilization (108)		LS		
Maintenance of Traffic (109)		LS		
Sign Type A	11	EA		
Sign Type B	6	EA		
Sign Type C	9	EA		
Miscellaneous (all other items required to complete)	1	LS		
TOTAL NOT TO EXCEED BID:				
	City Reserve (include in bid total)	10%	LS	
TOTAL NOT TO EXCEED BID PLUS CITY RESERVE:				

- It is the Contractor's responsibility to verify field conditions and inspect the project site to determine the quantities required to complete the project prior to submitting the Not to Exceed Lump Sum Bid.
- Individual quantities and bid items listed must be verified by the contractor prior to providing the final lump sum bid amount.
- The Engineer and the City do not warrant that the quantities are accurate
- The City reserves the right to remove line items above from the bid award due to budgeting constraints.
- The City reserves the right to discuss opportunities to value engineer the project with the lowest responsive bidder prior to bid award.

Notes: City Reserve is for the exclusive use of the City (if required).

DATE: _____

SUBMITTED BY: _____ (Contractor Business Name)

END OF SECTION

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 _____, hereinafter referred to as the Contractor.

WITNESSETH:

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

(1) The contract documents consist of this Contract, standard general conditions, special conditions, technical specifications, drawings, Contractor's bid proposal for ITB 2990-14, all of which are hereby made a part of this Contract.

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

City Bid # **ITB# 2990-14: Wayfinding Signage Construction- Phase I**

(3) The work to be performed under this contract shall be completed within **ninety (90)** days of the issuance of the Notice to Proceed by the City.

(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 fifty dollars (\$250.00) 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) Pursuant to applicable Florida law, Contractor's records associated with this Contract may be subject to Florida's public record laws, Florida Statutes 119.01, *et seq.*, as amended from time to time. Contractor shall comply with all public records obligations set forth in such laws, including those obligations to keep, maintain, provide access to, and maintain any applicable exemptions to public records, and transfer all such public records to the City at the conclusion of this Contract, as provided for in Section 119.0701, Florida Statutes.

(8) Termination. This Contract may be terminated by the City if Contractor is in breach of any term or provision of this Contract or any of the contract documents, or at any time such termination is in the best interest of the City. This Contract may be terminated by the Contractor only by mutual consent of both parties. If this Contract is terminated before performance is completed, the Contractor shall be paid only for that work satisfactorily performed for which costs can be substantiated.

(9) 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
_____	BY: _____
CITY CLERK	MAYOR

ATTEST:	CONTRACTOR
---------	------------

BY: _____

Signed by (typed or printed)

Signed by (typed or printed)

Approved as to Form and Correctness

David Persson, City Attorney

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)