



## **CITY OF VENICE, FLORIDA**

**Procurement- Finance Department**

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

### **Invitation to Bid**

**ITB Number 3017-15**

**Date of Issue: December 7, 2015**

**Submission Deadline: January 7, 2016 at 2:00 PM**

Title and Purpose of ITB:

**Bid for Cleaning and CCTV Inspection of Sanitary Sewer Lines**

## INVITATION TO BID

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

**Bid No.:** 3017-15

**Bid Title:** Bid for Cleaning and CCTV Inspection of Sanitary Sewer Lines

**PROJECT DESCRIPTION:** This project is for providing cleaning and CCTV inspection services for sanitary sewer lines within the City of Venice. The project will include 6-inch, 8-inch, 10-inch, 12-inch, 15-inch, and 16-inch sewer mains and 4-inch and 6-inch sewer laterals. The contract will be for an initial period of three (3) years. The City will have the option to extend the contract for two (2) periods of one (1) year each. It is anticipated that cleaning and CCTV inspection will be completed for approximately 20 percent of the sanitary sewers within the City each year.

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

**BID SUBMITTAL DEADLINE and BID OPENING DATE & TIME:** January 7, 2016 at 2:00 PM

**PRE-BID MEETING:** YES; **DATE & TIME:** December 16, 2015 at 12:30 PM

**LOCATION:** City of Venice, Venice City Hall, Community Hall, room # 114, 401 West Venice Ave., Venice FL 34285

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 Procurement – Finance Department, Room 204, 401 West Venice Ave., Venice Florida 34285, (941) 882-7423 at no charge.

A non-mandatory pre-bid meeting will be held on **December 16, 2015 at 12:30 p.m.**, Venice City Hall, Community Hall, room 114, 401 West Venice Ave., Venice FL 34285. Representatives from the City will be present to discuss the overall project and the Invitation to Bid. **Interested Firms are encouraged to attend.**

All questions, comments, or concerns about this ITB must be submitted in writing to Mr. Jon Mayes, Procurement – Finance Department, for the City of Venice, Room 204, 401 West Venice Avenue, Venice, FL 34285 or e-mail at [jmayes@venicegov.com](mailto:jmayes@venicegov.com). Mr. Mayes is the only designated representative of the City authorized to respond to comments, questions, and concerns. The City will not respond to comments, questions, or concerns addressed to any person other than Mr. Mayes. If the City determines that a particular comment, question, or concern necessitates a global response to all Proposers, the City will issue a clarifying memorandum or addendum. **The final day that the City will accept questions will be December 21, 2015 by 1:00 p.m.**

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 # 3017-15: “Cleaning and CCTV Inspection of Sanitary Sewer Lines”** and mailed or delivered to the City of Venice – Purchasing Department, 401 W. Venice Ave. Room 204, Venice, FL 34285, no later than the deadline specified. The City assumes no responsibility

for bids received after the bid submittal time or at any location other than that specified, no matter what the reason. Late bids will be held unopened and will not be considered for award.

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

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

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

CITY OF VENICE, FLORIDA

Publish: Saturday, December 5, 2015  
Wednesday, December 9, 2015

**SEALED INVITATION TO BID**  
**CITY OF VENICE, FLORIDA**  
**ITB# 3017-15**

**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 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- Room # 204  
City of Venice  
401 W. Venice Ave.  
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 Procurement – Finance Department by the date and time specified for opening.
- 6.8 LATE SUBMITTALS – Submittals received after the date and time of the opening will not be considered and will not be opened. It will be the Offeror’s responsibility to make arrangements for the return of their submittal at their expense.

**7. PRICES, TERMS AND PAYMENT:**

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

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

**8. CONDITION AND PRICING:**

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

**9. SAFETY STANDARDS:**

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

**10. MANUFACTURER'S NAME AND APPROVED EQUIVALENTS:**

Any manufacturer’s names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition unless otherwise indicated. The bidder may offer any brand for which he/she is an authorized representative, which meets or exceeds the bid specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's product name and reference number. Bidder shall submit with his/her proposal, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The City’s Procurement- Finance Department 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 Procurement- Finance Department or designated representative.

**11. DELIVERY:**

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

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

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

**13. SUBMITTAL PREPARATION COST**

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

**14. ACCURACY OF SUBMITTAL INFORMATION**

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

**15. LICENSES**

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

**16. LOCAL PREFERENCE**

- 16.1 Unless otherwise noted in the solicitation, preference shall be given to a "local business" in the awarding of any Invitation to Bid (ITB), Request for Proposal (RFP) or Request for Qualifications (RFQ) in accordance with Section 2-217 of the City of Venice's Code. Local preference shall not apply to other types of solicitations unless explicitly stated in the subject solicitation.
- 16.2 "Local business" means the vendor has paid a local business tax to either Sarasota, Manatee, DeSoto, or Charlotte County, whichever county the vendor is located, if applicable prior to bid submission that authorizes the vendor to provide the commodities or services to be purchased, and maintains a permanent physical business address located within the limits of either Sarasota, Manatee, DeSoto, or Charlotte County from which the vendor operates or performs business, and at which at least one full time employee is located.
- 16.3 In addition, fifty percent (50%) or more of the employees based at the local business location must reside within Sarasota, Manatee, DeSoto, or Charlotte County.
- 16.4 In the event the local office is not the primary location of the vendor, at least ten percent (10%) of the vendor's entire full-time employees must be based at the local office location. Alternatively, this requirement may be satisfied if at least one corporate officer, managing partner or principal owner of the vendor resides in Sarasota, Manatee, DeSoto, or Charlotte County.
- 16.5 Offerors wishing to be given preference as a local business must submit **with their offer**, all of the Local Preference documentation identified in the "Required Forms Section" of the solicitation.
- 16.6 For local preference to be granted, the name of the company represented on the required forms must be the same as the name on the Local Preference documentation.
- 16.7 Information regarding Sarasota County's Local Business Tax can be found at [www.sarasotataxcollector.governmax.com](http://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 or on the City's website prior to submission through the appropriate approval process to the appropriate level for final approval of award.

**18. PUBLIC RECORDS/TABULATION**

Submittals are not public records, subject to the provisions of Florida State Statutes, Chapters 119 and 120, until such time as notice of a decision or intended decision is provided, or within thirty (30) days after the solicitation opening, whichever is earlier. A copy of the tabulation results will be forwarded upon receipt of a stamped, self-addressed envelope. An electronic tabulation will be posted on Demand Star at their Internet Website at <http://www.demandstar.com/>.

**19. RESERVED RIGHTS**

- 19.1 The City reserves the right to waive formalities in any submittal, and to reject any or all submittals in whole or in part, with or without cause and/or to accept the submittal that in the City's judgment will be in the best interest of the City. The City specifically reserves the right to reject any conditional submittal.
- 19.2 To the extent permitted by applicable state and federal laws and regulations, City reserves the right to reject any and all submittals, to waive any and all informalities not involving price, time or changes in the work with the Successful Offeror, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional submittals. Submittals will be considered

irregular and may be rejected, if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.

19.3 City reserves the right to reject the submittal of any Offeror if the City believes that it would not be in the best interest of the City to make an award to that Offeror, whether because the submittal is not responsive or the Offeror is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by City.

19.4 The City reserves the right to terminate the contract with any vendor who fails to meet a deadline or shows incompetency.

## **20. INDEMNIFICATION/HOLD HARMLESS**

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

## **21. PUBLIC ENTITY CRIMES/NON-COLLUSIVE AFFIDAVIT**

21.1 Each Offeror shall complete the Non-Collusive Affidavit and the Public Entity Crimes Form and shall submit the forms with the submittal. CITY considers the failure of the Offeror to submit these documents to be a major irregularity and may be cause for rejection of their submittal.

21.2 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a response on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit responses on leases of real property to a public entity, may not be awarded or perform work as a Offeror, supplier, Sub-Offeror, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

21.3 Termination for Cause: Any Agreement with the City obtained in violation of this Section shall be subject to termination for cause. A Sub-Offeror who obtains a subcontract in violation of this Section shall be removed from the Project and promptly replaced by a Sub-Offeror acceptable to the City.

## **22. GRATUITIES AND KICKBACKS**

22.1 Gratuities: It is unethical for any person to offer, give, or agree to give any employee or for any employee to solicit, demand, accept, or agree to accept from another person, a gratuity, or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim or controversy, or other particular matter, pertaining to any program requirement or an Agreement or subcontract, or to any solicitation or proposal therefore.

22.2 Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-Offeror under a Contract to Offeror or higher tier Sub-Offeror any person associated therewith, as an inducement of the award of a subcontract or order.

22.3 Contract Clause: The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every Contract and subcontract and solicitation therefore.

## **23. EQUAL EMPLOYMENT OPPORTUNITY**

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

## **24. TERMS FOR FEDERAL AID CONTRACTS**

The following terms apply to this contract which involves the expenditure of federal funds:

24.1 It is understood and agreed that all rights of the Department relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans specifications, maps data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.

24.2 It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of U.S.D.O.T., anything to the contrary in this Agreement notwithstanding.

24.3 COMPLIANCE WITH REGULATIONS: The Consultant shall comply with the regulations of the U.S. Department of Transportation relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (Title 49, Code of Federal Regulation, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of the contract.

- 24.4 **NONDISCRIMINATION:** The Consultant, with regard to the work performed by him after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, religion, sex, or national origin in the selection and retention of Sub-Offorers, including procurements of material, and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the program set forth in Appendix B of the Regulations.
- 24.5 **SOLICITATIONS FOR SUBCONTRACTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT:** In all solicitations made by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential Sub-Offorer, supplier, or lessor shall be notified by a consultant of the consultant's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color religion, sex, or national origin.
- 24.6 **INFORMATION AND REPORTS:** The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or U.S. Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall certify to the Department, or the U.S. Department of Transportation, as appropriate, and shall set forth what efforts it has made to obtain the information.
- 24.7 **SANCTIONS OF NONCOMPLIANCE:** In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the State of Florida Department of Transportation shall impose such contract sanctions as it or the U.S. Department of Transportation may determine to be appropriate, including but not limited to,
1. withholding of payments to the Consultant under the contract until the Consultant complies and/or
  2. cancellation, termination or suspensions of the Contract, in whole or in part.
- 24.8 **INCORPORATION OR PROVISIONS:** The Consultant will include the provisions of Section 25.11, part 1 and 2 of the General Conditions in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the State of Florida Department of Transportation or the U.S. Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that, in the event a Consultant becomes involved in, or is threatened with litigation with a Sub-Offorer or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.
- 24.9 **INTEREST OF MEMBERS OF CONGRESS:** No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom.
- 24.10 **INTEREST OF PUBLIC OFFICIALS:** No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall be any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States, and public corporations, boards, and commissions established under the laws of any State.
- 24.11 **PARTICIPATION BY MINORITY BUSINESS ENTERPRISES:** The Consultant shall agree to abide by statements in Paragraph (1) and (2) which follow. These statements shall be included in all subsequent agreements between the Consultant and any subconsultant or Offeror:
1. "Policy: It is the policy of the Department of Transportation that minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the MBE requirements of 49 CFR Part 23 apply to this agreement."
  2. "MBE OBLIGATION: The recipient or its Offeror agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal Funds provided under this agreement. In this regard, all recipients or Offerors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all recipients or Offerors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their Offerors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts."
- 24.12 It is mutually understood and agreed that the willful falsification, distortion, or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- 24.13 It is understood and agreed that if the Consultant at any time learns that the certification it provided the Department in compliance with CFR, Section 23.51, was erroneous when submitted or has become erroneous by reason changed circumstances, the Consultant shall provide immediate written notice to the Department. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered

Transaction” as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.

- 24.14 The Department hereby certifies that neither the Consultant nor the Consultant’s representative have been required by the Department, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to
- A. employ or retain, or agree to employ or retain, any firm or person, or
  - B. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;
- 24.15 The Department further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.
- 24.16 The Consultant hereby certified that it has not:
- A. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above Offeror) to solicit or secure this contract;
  - B. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
  - C. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above Offeror) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.
- 24.17 The Consultant further acknowledges that this agreement will be furnished to the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

**25. 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

**26. 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.

**27. 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.

**28. 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.

**29. EXAMINATION OF CONTRACT DOCUMENTS AND SITE**

29.1 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 Procurement- Finance Department of all conflicts, errors and discrepancies, if any, in the solicitation documents.

29.2 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.

### **30. SPECIFICATIONS**

30.1 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.

30.2 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.

### **31. 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.

### **32. 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.

### **33. 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.

### **34. ASSIGNMENT**

34.1 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.

34.2 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.

### **35. SOLICITATION FORMS**

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

35.2 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.

35.3 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.

### **36. DISCLOSURE – PUBLIC OFFICER, PUBLIC EMPLOYEE OR ADVISORY BOARD MEMBER OF CITY**

36.1 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.

36.2 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.

36.3 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.

- 36.4 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.

### 37. CIVIL RIGHTS

- A. Nondiscrimination - In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332:

The CONSULTANT or SUBGRANTEE shall not discriminate on the basis of race, age, creed, disability, marital status, color, national origin, or sex in the performance of this contract. The CONSULTANT or SUBGRANTEE shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of (Florida Department of Transportation, the Federal Highway Administration, Federal Aviation Administration, the US Department of Energy, US Department of Justice, or Office of Housing and Urban Development) assisted contracts. Failure by the CONSULTANT or SUBGRANTEE to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy, as the City deems appropriate.

Each subcontract the CONSULTANT or SUBGRANTEE signs in regards to this federal aid PROJECT must include the assurance in this paragraph (see 49 CFR 26. 13(b)). The CONSULTANT or SUBGRANTEE agrees to comply with all applicable federal implementing regulations and other implementing requirements the Federal government may issue.

- B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to this AGREEMENT:

(1) Race, Color, Creed, National Origin, Sex - In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the CONSULTANT or SUBGRANTEE agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the PROJECT.

The CONSULTANT or SUBGRANTEE agrees to take all reasonable steps to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following:

Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of payer other forms of compensation; and selection for training, including apprenticeship. In addition, the CONSULTANT or SUBGRANTEE agrees to comply with any implementing requirements the Federal government may issue.

(2) Age - In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 621 through 634 and Federal transit law at 49 U.S.C. § 5332, the CONSULTANT or SUBGRANTEE agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CONSULTANT or SUBGRANTEE agrees to comply with any implementing requirements the Federal government may issue.

(3) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CONSULTANT or SUBGRANTEE agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the CONSULTANT or SUBGRANTEE agrees to comply with any implementing requirements the Federal government may Issue.

(4) Access to Services for Persons with Limited English Proficiency - To the extent applicable and except to the extent that the Federal agency determines otherwise in writing, the CONSULTANT or SUBGRANTEE agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 66 Fed. Reg. 6733 et seq., January 22, 2001. The City's LEP Plan is available in the Title VI/ADA plan at City facilities or may be viewed online at [www.venicegov.com](http://www.venicegov.com)

(5) Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections - To the extent applicable, the CONSULTANT or SUBGRANTEE agrees to comply with the confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 et seq., with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 et seq., and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 201 et seq., and any amendments to these laws.

(6) Other Nondiscrimination Laws - The CONSULTANT or SUBGRANTEE agrees to comply with all applicable provisions of other federal laws, regulations, and directives pertaining to and prohibiting discrimination, except to the extent the Federal Government determines otherwise in writing. The CONSULTANT or SUBGRANTEE also agrees to include these requirements

in each subcontract financed in whole or in part with federal assistance, modified only if necessary to identify the affected parties.

### **38. 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:

- 38.1 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.
- 38.2 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.
- 38.3 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.
- 38.4 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.
- 38.5 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.

### **39. SCRUTINIZED COMPANIES**

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

## 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**.
2. The City of Venice shall be named as Certificate Holder. *Please note that the Certificate Holder should read as follows:*

The City of Venice  
401 W. Venice Avenue  
Venice, FL 34285

No City Division, Department, or individual name should appear on the certificate. **NO OTHER FORMAT WILL BE ACCEPTABLE.**

3. The “Acord” certification of insurance form shall be used.
4. REQUIRED COVERAGE
  - A. **Commercial General Liability:** Including but not limited to bodily injury, property damage, contractual liability, products and completed operations, and personal injury with limits of not less than \$1,000,000 per occurrence, \$1,000,000 aggregate covering all work performed under this Contract. Include broad form property damage (provide insurance for damage to property under the care custody and control of the contractor).
  - B. **Business Auto Policy:** including bodily injury and property damage for all vehicles owned, leased, hired, and non-owned vehicles with limits of not less than \$1,000,000 combined single limit covering all work performed under this Contract.
  - C. **Workers Compensation:** Contractor will provide Workers Compensation Insurance on behalf of all employees, including sub-contractors, who are to provide a service under this Contract, as required under Florida Law, Chapter 440, and Employers Liability with limits of not less than \$100,000 per employee per accident; \$500,000 disease aggregate; and \$100,000 per employee per disease.

## 5. POLICY FORM

- A. All policies required by this Contract, with the exception of Workers Compensation, or unless specific approval is given by the City, are to be written on an occurrence basis, shall name the City of Venice, its Elected Officials, Officers, Agents, Employees as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Workers Compensation, shall agree to waive all rights of subrogation against the City of Venice, its Elected Officials, Officers, Agents, and Employees.
- B. Insurance requirements itemized in this Contract, and required of the Contractor, shall be provided on behalf of all subcontractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
- C. Each insurance policy required by this Contract shall:
  - i. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability;
  - ii. 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.

All property losses shall be payable to, and adjusted with, the City.

**END OF SECTION**

## **SPECIAL CONDITIONS**

### **1. CONTRACT QUANTITIES AND BID REQUIREMENTS**

- A. The estimated quantities of work to be done and materials to be furnished under this Contract given in the Bid Submittal Form are to be considered as approximate for a three (3) year period of performance and are to be used solely for the comparison of the bids received. The Contract will be awarded based on overall low bid for the estimated quantities given in the Bid Submittal Form. The City does not expressly or by implication represent that the actual quantities involved will correspond exactly therewith. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the Contract Documents.
- B. All bid items that are part of the basis of award shall be bid at a fair and reasonable price. Failure to do so may cause the bid to be rejected as non-responsive. Bidders must bid on all items for the bid to be considered responsive. The City reserves the right to reject any and all bids and/or waive any and all irregularities in the bids received, whichever would be in the best interest of the City. The City reserves the disregard all nonconforming, non-responsive, unbalanced, or conditional submittals.

### **2. PERIOD OF PERFORMANCE**

The period of performance for this will be for an initial three (3) year period. It may be extended for two (2) one (1) year periods at the same terms and conditions, with the mutual agreement of all parties.

### **3. CONTRACT PRICING AND BUDGET**

- A. All bid prices shall remain unchanged during the period of performance, as specified herein.
- B. This is a new bid; therefore there is no current contract pricing.
- C. The services provided under this bid are funded from the City of Venice Utilities Department operating expenses; therefore there is not an estimated budget.

### **4. QUALIFICATIONS**

- A. In order for bids to be considered, Bidders must submit evidence that they are qualified to satisfactorily perform the specified work with their bid. Qualified Bidders shall maintain a permanent place of business; have technical knowledge and practical experience in the type of equipment included in this scope of work; have available the organization and qualified manpower to perform the work; maintain two (2) or more employees who have completed a confined space entry training class; have adequate financial status to meet the financial obligations incident to the work; and have successfully completed projects of similar type,

size, and complexity. In addition to the forms in the “Required Forms List,” each Bidder shall submit the following as evidence of their qualifications:

- i. Documentation that confirms the Bidder’s National Association of Sewer Service Companies Pipeline Assessment and Certification Program (NASSCO PACP) certification;
- ii. Documentation that confirms the Bidder maintains two (2) or more employees who have completed a confined space entry training course.
- iii. Documentation that confirms the Bidder has a valid State of Florida MOT (Maintenance of Traffic) Certification by the Florida Department of Transportation (FDOT) and Occupational Safety and Health Administration (OSHA) certification.
- iv. The Bidder’s State Contractors License and any other licenses or certification that pertain to underground utility and excavation.

**B. References:**

- i. Each bid shall be accompanied by a completed “Statement of References for Contractor” form listing four (4) firms or government organizations for which the Bidder has performed similar work, which shall include the name and address of the organization, a contact person and their telephone number, and dates for when the work was performed. **NO BID WILL BE CONSIDERED WITHOUT THIS FORM.** It is the responsibility of the Bidder to ascertain that each contact person will be responsive.

**C. Sub-Contractors:**

- i. Each bid shall be accompanied by a “Contractor’s Statement of Sub-Contractors to be Used for this Work” form.
- ii. Each Bidder shall perform at least fifty-five percent (55%) of the work with his/her own workforce.

**5. PROPOSAL BOND**

- A. The proposal bond shall be for five percent (5%) of the total bid price on the Bid Submittal Form.
- B. Bidders shall complete and submit the “Proposal Bond” form unless a certified check is submitted as the proposal bond. A letter from the Bidder’s bonding company agent stating their current single job limit and aggregate limit shall be submitted with the completed “Proposal Bond” form.

## **6. ISSUANCE OF WORK ORDERS AND CONTRACT ADMINISTRATION**

- A. Services will be administered via individual purchase orders based on the unit prices submitted in the Contractor's Bid Submittal Form.
- B. It is anticipated that one (1) purchase order will be issued each year during the period of performance and that each purchase order will include approximately one-third (1/3) of the estimated quantities of work and materials given in the Bid Submittal Form for the initial three (3) year period of performance. Mobilization/Demobilization will be included in each purchase order at the unit price submitted in the Contractor's Bid Submittal Form.
- C. Purchase orders may be initiated by a request from the City for a work order proposal from the Contractor or the City may provide the Contractor with a written scope of work. Upon notification, the Contractor shall acknowledge the request and be available for a meeting and/or site visit within three (3) working days. If requested by the City, the Contractor shall provide a work order proposal, based on the unit prices submitted in the Contractor's bid, within five (5) days following the meeting and/or site visit. As part of each work order proposal, the Contractor shall provide a construction schedule for completion of the work. When the City is satisfied with a work order proposal from the Contractor, the City will issue a purchase order for the work. Upon receipt of the purchase order, the Contractor shall commence the work and proceed in accordance with the work order schedule.
- D. The amount specified on an individual purchase order constitutes the total compensation payable to the Contractor performing the specified work. All duties, responsibilities, and obligations assigned to or undertaken by the Contractor shall be at the Contractor's expense without change in the purchase order price.
- E. The purchase order price may only be changed by written revision to the work order authorized by the City. After a purchase order has been issued to the Contractor, it may be revised only for increases or decreases in work (or changes in scope) beyond that shown in the original work order scope as determined by the City. If, in the City's opinion, increases or decreases in work or changes to scope and/or time required, the Contractor must provide a revised work order proposal. The City will review the Contractor's revised work order proposal and, if approved, will request a revised purchase order to cover said changes or request an amendment to the current purchase order.
- F. If the Contractor desires to make a claim for a change in the price and/or time of an authorized purchase order, then any such claim shall be in writing and delivered to the City within seven (7) days of the occurrence of the event which is causing the claim. All claims for adjustment in the purchase order price or time must be reviewed by the City. If approved, adjustments will be reflected by revised purchase order.

## **7. OUT OF SCOPE SERVICES**

If it is known or reasonably anticipated when preparing a work order proposal that there are necessary items of work that are not included on the Bid Submittal Form, or if during the course of executing a work order the Contractor determines there are necessary items of work that are not included in the Bid Submittal Form, then the Contractor shall submit an “out of scope” proposal for the costs, expenses, and time. The City shall not be obligated in any event for payment over the amounts identified in the proposal. The “out of scope” services shall not be greater than ten percent (10%) of the “in scope” services.

## **8. WORK COORDINATION**

The Contractor shall be responsible for coordination, protection, relocation, and restoration of existing utilities, irrigation systems, plants, shrubs, lighting, signs, fences, mailboxes, utility poles, and other existing improvements within the working area as necessary to complete the work.

## **9. APPLICATIONS FOR PAYMENT**

- A. Should the duration of a purchase order be less than one (1) month, the Contractor shall submit one (1) application for payment when the work is completed. For purchase orders with a duration of more than one (1) month, applications for payment may be submitted at the end of each month until the work order is completed. The City will not accept more than one (1) application for payment per month.
- B. Applications for payment should only contain line items from the Bid Submittal Form and any previously approved “out of scope” services for which work has been performed (i.e., do not include items for which no work was performed).
- C. For purchase orders with a duration of more than one (1) month, the Contractor shall include 50 percent of the Mobilization/Demobilization cost in with the first application for payment. The remaining 50 percent of the Mobilization/Demobilization cost shall be included in the final application for payment.
- D. When the City requires substantiating information, the Contractor shall submit data justifying the line items in question.

## **10. RETAINAGE**

All individual purchase orders of \$50,000.00 or greater shall be subject to retainage in accordance with FS 218.735. Retainage will not be released until the completed individual work order is accepted by the City.

## **11. NOTIFICATION**

The Contractor shall notify City of Venice Utilities Department at (941) 486-2788 at least 48 hours prior to performing any work on an active system.

## **12. EMERGENCY REPAIRS TO DAMAGED CITY OF VENICE UTILITES**

### **A. Known or Field-Located Utilities:**

During the execution of the work, in the event that the Contractor or his/her Sub-Contractor breaks any known or field-located pressure or gravity main causing the disruption of service and/or an eminent hazard, it shall be the responsibility of the Contractor/Sub-Contractor to immediately notify City of Venice Utilities at the designated emergency telephone number and immediately undertake measures to repair the damaged utility. To that effect the Contractor/Sub-Contractor shall ascertain prior to initiating the work that he/she has on hand the necessary repairing parts, tools, equipment, and labor to carry out the repair work without any delays. Repair work shall be witnessed by City of Venice Utilities Department personnel.

If the Contractor/Sub-Contractor estimates or determines that he/she cannot restore services within a less than a two (2) hour period, the Contractor shall immediately contact the City of Venice Utilities Department. The City will undertake the repair work and will back charge the Contractor. City of Venice Utilities will submit an itemized bill to the Contractor within thirty (30) calendar days from the occurrence of the event.

### **B. Unknown or Inaccurately Located Utilities:**

If a utility was not field located or if a utility was inaccurately located in accordance with the prescribed procedures under the Sunshine State One Call guidelines and the Contractor/Sub-Contractor causes a line break during the execution of the work, the same notification procedure as above must be followed. City of Venice Utilities Department will undertake the repair work at no cost to the Contractor.

## **13. ACCEPTANCE OF WORK**

Within ten (10) calendar days of completion of a purchase order, a post-construction meeting will be scheduled. Attendees will include representatives of the City of Venice Utilities Department and the Contractor. At such time, an inspection walk-through will be accomplished for verification of completeness and quality of work. Any workmanship or products found to be defective shall be replaced by the Contractor in an expedient and reasonable time frame, not to exceed the contract period, at no additional cost to the City.

**END OF SECTION**

## **SCOPE OF WORK**

### **1. SCOPE OF SERVICE**

The purpose of this bid is to establish a contract, by means of sealed bids, to furnish all labor, equipment, materials, and expertise as required for the Cleaning and CCTV Inspection of Sanitary Sewer Lines in the City of Venice, Florida.

### **2. ON-SITE SUPERVISION**

The Contractor shall provide a local superintendent at all times work is in progress. The superintendent shall maintain a cellular telephone number at which the superintendent can be reached at all times while work is under way.

### **3. WEEKLY NOTICES**

The Contractor shall provide weekly notices to the City by email no later than 8:00 a.m. on each Monday of any week that cleaning and CCTV inspection activities are scheduled to occur. These notices shall provide the working location(s) for that week. If necessary, and at the sole discretion of the City, the Contractor shall also notify business, commercial, and/or residential customers of the Contractor's operations the day prior to the performance of the work. These notices shall provide the working location(s) for that day.

### **4. SEWER CLEANING**

The Contractor shall conduct cleaning of all sanitary sewer lines and sewer service laterals that are internally televised. Sanitary sewer lines will be cleaned at various locations throughout the service area of the City of Venice, Florida. The Contractor shall be paid for actual footage cleaned based on reasonable methods of documentation in order to verify the actual amounts.

All of the identified sanitary sewer lines require comprehensive cleaning, which is the complete removal of debris by standard hydraulic or mechanical methods as field conditions warrant. For sanitary sewer lines 15 inches or larger in diameter, cleaning requirements shall be three (3) slow passes.

#### **A. Debris Disposal:**

The Contractor shall be responsible for disposal of the sewer cleaning debris at the Eastside Water Reclamation Facility. The Contractor shall be responsible for the transportation of the debris to the facility.

#### **B. Lodged Cleaning Equipment:**

Cost of removing cleaning equipment that becomes lodged in a sewer line shall be the sole responsibility of the Contractor. The City will not be responsible, in any manner, for

excavating the Contractor’s cleaning equipment. Should cleaning equipment become lodged, the Contractor shall immediately notify the City of Venice Utilities Department. All plans regarding the removal of such equipment shall be approved by the City.

C. MOT Permits:

The Contractor shall be responsible for obtaining all state and local permits for MOT.

D. Water Usage:

The Contractor shall obtain all water for sewer cleaning from the City at his/her own expense. The Contractor shall obtain a fire hydrant meter from the City for recording water consumption and shall pay all fees related to water consumption. The Contractor shall comply with all City requirements for the rental and usage of fire hydrant meters and for water consumption.

- i. The Contractor shall be responsible for all fees and charges related to fire hydrant meter rental and water consumption. Costs related to water usage and metering shall be considered incidental to the work.
- ii. As of October 1, 2015, the fee for a fire hydrant meter rental is \$922.91, of which \$800.00 is a refundable deposit.
- iii. Water consumption charges are revised annually on October 1. Consumption charges per 1,000 gallons for nonresidential potable water is presented below in Table 1.

Table 1. Consumption Charges (Dollars per 1,000 Gallons)

04/01/2012	10/01/2012	10/01/2013	10/01/2014	10/01/2015	10/01/2016	10/01/2017
\$5.23	\$5.39	\$5.46	\$5.62	\$5.79	\$5.97	\$6.14

- iv. Information presented herein related to fees is provided as a courtesy and is not guaranteed. The Contractor shall refer to the City of Venice Code of Ordinances and the City of Venice Cashier for additional information.

**5. CCTV INSPECTION**

Sanitary sewer lines and sewer service laterals shall be internally CCTV inspected by the Contractor as directed by individual purchase orders issued by the City.

A. Digital Video:

Digital video files shall be in Moving Picture Experts Group (MPEG) format. Each video file shall contain the full record of one (1) entire line segment inspected by CCTV (i.e., from starting manhole to ending manhole). The digital video shall be named by the starting

manhole identification number and shall include intelligible audio descriptions in English of each observation, including the location of the line segment, recorded at the same time that the inspection is performed. As a minimum, each video file shall display starting and ending manhole numbers and distance from the starting manhole at all times. If during CCTV inspection, a manhole is encountered that is not shown on the maps or listings, the distance meter shall be reset to zero and the onscreen display shall be edited to reflect the new segment.

The Contractor shall use existing City manhole identification numbers. When a manhole is encountered that is not shown on the maps or listings, or otherwise does not have an existing City identification number, the Contractor shall notify the City of the manhole and allow the City to assign an identification number. Contractor-assigned manhole identification numbers shall not be permitted.

#### B. Inspection Records:

The Contractor shall enter all inspection results both onto standard NASSCO forms approved by the City and into an Excel spreadsheet in a format provided by the City. Location records of the sanitary sewers inspected shall be kept and maintained by the Contractor digitally. All line segments and sewer service laterals inspected by CCTV shall have the following noted on video: upstream and downstream manhole identification numbers and GPS coordinates, the starting manhole identification number, direction of travel, the current distance from starting manhole, and the measured pipe size. The location records shall clearly show the station location of each observation in relation to the starting manhole.

Unusual conditions, infiltration (active or inactive), roots, storm sewer connections, broken pipe, presence of scale and corrosion, and other discernible features shall be recorded and supplied to the City in approved digital format.

- i. Digital Submittal Format: Observations shall be recorded by the Contractor and submitted to the City in an approved digital delivery format such as on a removable hard drive, CD, or DVD. The digital submittal shall include all CCTV videos and inspection records indexed by line segment and the spreadsheet with all inspection records contained in it. The digital information shall contain multiple video inspection records and files that store each line segment as a unique digital record. Each of these unique digital records (i.e., files) shall be named by starting manhole identification number for that inspection record. Combining multiple segments on one form or digital record shall not be permitted

C. Line Obstructions:

If, during the CCTV inspection, a line obstruction is encountered, the Contractor shall attempt a reverse set-up. All attempted reverse set-ups shall be incidental to CCTV inspection. The Contractor shall be paid for actual length inspected by CCTV.

D. Lodged CCTV Equipment:

Cost of removing CCTV equipment that becomes lodged in a sewer line shall be the sole responsibility of the Contractor. The City will not be responsible, in any manner, for excavating the Contractor's CCTV equipment. Should CCTV equipment become lodged the Contractor shall immediately notify the City of Venice Utilities Department. All plans regarding the removal of such equipment shall be approved by the City.

E. Bypass Pumping:

Sewer service shall be maintained, without flooding, spillage, or backup, while sewer cleaning and CCTV inspection work is being performed. The Contractor shall provide bypass pumping when, in the opinion of the City, bypass pumping is required to satisfactorily complete the work. When bypass pumping is required, the Contractor shall prepare a bypass pumping plan and review this plan with the City at a pre-construction meeting to be held at the bypass location prior to beginning the work.

Bypass pumping shall include, but not be limited to, plugging or blocking sewer lines; pumps; piping; fuel; maintenance; transportation and storage; and all other labor and materials associated with bypass pumping. Costs related to bypass pumping shall be incidental to the work.

**6. EMERGENCY RESPONSE PLAN**

The Contractor shall submit a written Emergency Response Plan to the City. No cleaning and/or CCTV inspection work shall be performed by the Contractor prior to receiving notification that the Contractor's Emergency Response Plan has been reviewed by the City with no exceptions taken. Review of the Emergency Response Plan by the City does not relieve the Contractor from his/her responsibility to protect the health and safety of the surrounding community.

If, during cleaning and/or CCTV inspection, either by normal entry or by reverse set-up, flooding, spillage, backup, or damage to public or private property occurs, the Contractor shall take immediate responsibility to prevent further flooding spillage or backup. In the event of an emergency situation, the Contractor shall notify the City immediately. The actual cost of the clean-up and/or remediation, when due to negligence on the part of the Contractor, shall be the responsibility of the Contractor. Where pre-existing conditions exist such as faulty, inadequate, or defective design, the Contractor will not be responsible for equipment removal, remediation,

or repair work associated with the pre-existing condition. Specific situations that qualify as pre-existing conditions will be as agreed to between the City and Contractor during the project kick-off meeting.

## **7. STORED MATERIALS AND EQUIPMENT**

The City will not provide any space or place to store materials or equipment for this project. No payment will be made for stored materials.

**END OF SECTION**

**Required Forms List: ITB# 3017-15: Cleaning and CCTV Inspection  
of Sanitary Sewer Lines**

- Proposal Bond
- Local Preference Form
- Qualifications Statement
- Trench Safety Act Acknowledgement
- Cooperative 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 to be Used for this Work
- Drug Free Workplace Certification
- Scrutinized Company Affidavit and Certification
- Non-Collusion Affidavit
- Public Entity Crime Information
- No Bid Response
- Bid Submittal Form

**Forms must be returned with each firm's proposal.**

**Mark "N/A" if not applicable to your firm.**

**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 \_\_\_\_\_, 2016.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

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

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

## HOW DO I DETERMINE “LOCAL PREFERENCE”

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

### Questions 1 – 4

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

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

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

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

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

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

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

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

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

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

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

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

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

### Questions 5 – 7

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

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

**NO**  If “no”, proceed to question 6.

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

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

**NO**  If "no", proceed to question 7

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

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

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

**QUALIFICATIONS STATEMENT**

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

**SUBMITTED TO:** CITY OF VENICE  
Procurement- Finance Department  
401 W. Venice Avenue  
Venice, Florida 34285

**CHECK ONE:**  
 Corporation  
 Partnership  
 Individual  
 Joint Venture  
 Other

**SUBMITTED BY:**  
NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PRINCIPLE OFFICE: \_\_\_\_\_

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

The correct name of the Offeror is: \_\_\_\_\_

The address of the principal place of business is: \_\_\_\_\_

If the Offeror is a corporation, answer the following:

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

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

- a. Date of Organization: \_\_\_\_\_
- b. Name, address and ownership units of all partners:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- c. State whether general or limited partnership: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ACKNOWLEDGEMENT**

State of \_\_\_\_\_ }  
County of \_\_\_\_\_ } SS.

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2016, 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

**TRENCH SAFETY ACT ACKNOWLEDGEMENT**

Bidder acknowledges that included in the various items of the proposal and in the total bid price, are costs for complying with the Florida Trench Safety Act (90-96 Laws of Florida) effective October 1, 1990. The bidder further identifies the costs to be summarized below:

Trench Safety Measure					
<u>Description</u>	<u>Unit of Measure</u>	<u>Unit Quantity</u>	<u>Unit Cost</u>	<u>Extended Cost</u>	
A.	_____	_____	_____	_____	_____
B.	_____	_____	_____	_____	_____
C.	_____	_____	_____	_____	_____
D.	_____	_____	_____	_____	_____
E.	_____	_____	_____	_____	_____
				<b>Total: \$</b>	_____

**Failure to complete the above may result in the bid being declared non-responsive.**

CONTRACTOR NAME: \_\_\_\_\_

BUSINESS NAME: \_\_\_\_\_

By: \_\_\_\_\_  
Signature of Authorized Representative

Date: \_\_\_\_\_

**COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS**

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

Yes \_\_\_\_\_ No \_\_\_\_\_

**AUTHORIZED SIGNATURE**

By submission of the ITB, the undersigned certifies that:

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

Authorized Representative: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

# FORM 3A INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS

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

## WHO MUST FILE THIS STATEMENT

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

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

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

## FILING INSTRUCTIONS

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

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

CE FORM 3A — REV. 1-95

**INDEMNIFICATION/HOLD HARMLESS**

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

I, \_\_\_\_\_, being an authorized representative of the firm of  
\_\_\_\_\_ located at City  
\_\_\_\_\_, State \_\_\_\_\_, Zip Code \_\_\_\_\_ Phone:  
\_\_\_\_\_ Fax: \_\_\_\_\_. Having read and  
understood the contents above, hereby submit accordingly as of this Date,  
\_\_\_\_\_, 2016.

\_\_\_\_\_  
Please Print Name

\_\_\_\_\_  
Signature

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

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

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

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

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

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

Bidder (Company): \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

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

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed name/title:** \_\_\_\_\_

## ORDINANCE 95-12

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

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

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

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

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

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

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

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

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

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

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

### **ARTICLE VI. STORMWATER QUALITY**

#### **Sec. 19-141. Definitions.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Sec. 19-145. Illicit discharges.**

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

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

**Sec. 19-146. Inspections.**

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

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

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

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

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

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

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

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

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

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

/S/ LORI STELZER, CMC, CITY CLERK

Approved as to form: /S/ ROBERT C. ANDERSON, CITY ATTORNEY

## ORDINANCE 96-09

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

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

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

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

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

**Sec. 19-141. Definitions.**

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

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

**Sec. 19-146. Inspections.**

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

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

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

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

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

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

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

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

WITNESS my hand and the official seal of said City this 27th day of March, 1996.

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

**STATEMENT OF REFERENCES**  
**FOR CONTRACTOR**

NAME OF CONTRACTOR: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

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

List previous business experience: \_\_\_\_\_

\_\_\_\_\_

List at least three construction references:

(1) Person to contact: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Date work performed: \_\_\_\_\_

(2) Person to contact: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Date work performed: \_\_\_\_\_

(3) Person to contact: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Date work performed: \_\_\_\_\_

(4) Person to contact: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Date work performed: \_\_\_\_\_

**CONTRACTOR'S STATEMENT OF  
SUB-CONTRACTORS TO BE USED FOR THIS WORK**

NAME OF CONTRACTOR: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

LIST SUBCONTRACTORS TO BE USED IN THE PROJECT:

(1) Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Phase of Work Sublet: \_\_\_\_\_

(2) Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Phase of Work Sublet: \_\_\_\_\_

(3) Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Phase of Work Sublet: \_\_\_\_\_

(4) Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Phase of Work Sublet: \_\_\_\_\_

## **DRUG FREE WORKPLACE CERTIFICATION**

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

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

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

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

---

Contractor's Name Signature

**SCRUTINIZED COMPANY AFFIDAVIT AND CERTIFICATION**

State of \_\_\_\_\_ }  
County of \_\_\_\_\_ } SS.

Florida Statutes §287.135 (2013) prohibits local governments from contracting with Scrutinized Companies for contracts valued at one million dollars (\$1,000,000.00) or greater, subject to certain exceptions.

Before me, the undersigned authority, personally appeared:

\_\_\_\_\_ who, being first duly sworn, deposes and says that:

1. I am the \_\_\_\_\_ (*Owner, Partner, Officer, Representative or Agent*) of \_\_\_\_\_ that has submitted the attached proposal (“Bidder”).
2. I am fully informed respecting the Bidder.
3. I have read and am familiar with the requirements of Florida Statutes §287.135 (2013).
4. The Bidder is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list as defined in Florida Statutes §215.473, nor does it have business operations in Cuba or Syria, and is therefore eligible to submit this bid or proposal.
5. Under penalties of perjury, I declare that I have examined this affidavit and certification and to the best of my knowledge and belief, it is true, correct, and complete.

Signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

By: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_ who  is personally known to me or  has produced his/her driver's license as identification.

\_\_\_\_\_  
Notary Public - State of \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Commission No: \_\_\_\_\_

**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 \_\_\_\_\_, 2016, before me, the undersigned Notary Public of the State of \_\_\_\_\_, personally appeared \_\_\_\_\_ and (Name(s) of Individual(s) who appeared before notary) whose name(s) in/are Subscribed to the written instrument, and he/she/they acknowledge that he/she/they executed it.

NOTARY PUBLIC  
SEAL OF OFFICE:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_  
\_\_\_\_\_  
(Name of Notary Public: Print, stamp, or type as commissioned)

Personally known to me, or  Produced Identification: \_\_\_\_\_  DID take an oath, or  DID NOT take an oath

**PUBLIC ENTITY CRIME INFORMATION**

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

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Federal ID#: \_\_\_\_\_

**NO BID RESPONSE**

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

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

Bid Open: **January 7, 2016 at 2:00 PM**

Bid Number: **3017-15**

Description: **Cleaning and CCTV Inspection of Sanitary Sewer Lines**

Contact: Jon Mayes, Procurement- Finance Dept.

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. \_\_\_\_\_

**Cleaning and CCTV Inspection of Sanitary Sewer Lines**  
**Bid Submittal Form**

<b>Bid Item</b>	<b>Description</b>	<b>Est. Qty.</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>
<b>1</b>	<b>Sewer Main and Lateral Cleaning and CCTV Inspections</b>				
1.A	Sewer Main Cleaning and CCTV Inspection for 6-inch and Smaller Sewer	31,000	LF	\$	\$
1.B.	Sewer Main Cleaning and CCTV Inspection for 8-inch Sewer	240,000	LF	\$	\$
1.C	Sewer Main Cleaning and CCTV Inspection for 10-inch Sewer	7,000	LF	\$	\$
1.D	Sewer Main Cleaning and CCTV Inspection for 12-inch Sewer	2,900	LF	\$	\$
1.E	Sewer Main Cleaning and CCTV Inspection for 15-inch and 16-inch Sewer	1,300	LF	\$	\$
1.F	Sewer Lateral Cleaning and CCTV Inspection for 4-inch and 6-inch Lateral, For up to 25 LF of Lateral	100	EA	\$	\$
1.G	Sewer Lateral Cleaning and CCTV Inspection for 4-inch and 6-inch Lateral, For Lateral Beyond First 25 LF	250	LF	\$	\$
<b>2</b>	<b>Mechanical Removal</b>				
2.A	Mechanical Grease or Root Removal for 6-inch and Smaller Sewer	600	LF	\$	\$
2.B	Mechanical Grease or Root Removal for 8-inch Sewer	2,400	LF	\$	\$
2.C	Mechanical Grease or Root Removal for 10-inch Sewer	140	LF	\$	\$
2.D	Mechanical Grease or Root Removal for 12-inch Sewer	60	LF	\$	\$
2.E	Mechanical Grease or Root Removal for 15-inch and 16-inch Sewer	25	LF	\$	\$
2.F	Mechanical Tuberculation Removal for 6-inch Sewer	300	LF	\$	\$
2.G	Mechanical Tuberculation Removal for 8-inch Sewer	1,200	LF	\$	\$
2.H	Mechanical Tuberculation Removal for 10-inch Sewer	70	LF	\$	\$
2.I	Mechanical Tuberculation Removal for 12-inch Sewer	30	LF	\$	\$
2.J	Mechanical Tuberculation Removal for 15-inch and 16-inch Sewer	15	LF	\$	\$
2.K	Removal of Protruding Service Connection by Mechanical Internal Means	40	EA	\$	\$

<b>Bid Item</b>	<b>Description</b>	<b>Est. Qty.</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>
<b>3</b>	<b>Maintenance of Traffic (MOT)</b>				
3.A	MOT for FDOT Roadway	10	EA	\$	\$
3.B.	MOT for City of Venice Collector Roadway	50	EA	\$	\$
3.C	MOT for City of Venice Minor/Residential Roadway	250	EA	\$	\$
3.D	MOT for County Maintained Roadway	50	EA	\$	\$
<b>Subtotal (Bid Items 1.A–1.G, 2.A–2.K, and 3.A–3.D)</b>					<b>\$</b>
<b>4</b>	<b>Mobilization/Demobilization</b>				
4.A	Mobilization/Demobilization (Not to Exceed 5% of Subtotal)	1	LS	\$	\$
<b>Total Bid Price</b>					<b>\$</b>
<b>Total Bid Price (Written in Words):</b>					

**Name, Address, and Telephone Number of Firm Submitting Bid**

<b>Signature, Name, and Title of Authorized Representative of Firm Submitting Bid</b>	<b>Date</b>
---	-------------

## CONTRACT

THIS CONTRACT, pursuant to City Council approval granted on \_\_\_\_\_, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Venice, Florida, hereinafter referred to as the City, and \_\_\_\_\_, hereinafter referred to as the Contractor.

### W I T N E S S E T H:

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

(1) The Contract Documents consist of this Contract, Performance and Payment Bonds attached hereto as composite Attachment A and the City's Invitation to Bid (ITB) 3017-15: Cleaning and CCTV Inspection of Sanitary Sewer Lines, including: standard general conditions, plans and specifications, Contractor's bid proposal for ITB 3017-15 and bid form as composite Attachment B, all of which are incorporated herein by reference. All of the Contract Documents are made a part of this Contract.

(2) The Contractor shall perform all the work requested by the City as required by the Contract Documents including installation of the listed items per the bid specifications.

(3) Before any work is commenced under this Contract, the City will issue a Notice to Proceed to the Contractor specifying the work it is requesting the Contractor to complete. The contract shall be for a three (3) year period, commencing on the issuance of the Notice to Proceed, and terminating three (3) years from that date. The City may, at its discretion and with the consent of the Contractor, renew the Agreement under all of the terms and conditions contained in this Agreement for two (2) additional one (1) year periods. The City shall give the Contractor written notice of the City's intention to extend the Agreement term not less than ten (10) days prior to the end of the Agreement term then in effect. Requests for consideration of a price adjustment must be made on the contract anniversary date, in writing, to the Procurement Manager.

(4) The City shall pay the Contractor for the performance of the work, in accordance with Exhibit A, subject to the terms and conditions of the Contract Documents and any written change orders. Contractor shall issue a monthly invoice, consistent with the prices provided in Exhibit A, to the City setting forth the work completed to-date by the Contractor.

(5) Time is of the essence in this contract. In the event that the work is not completed within the required time as specified in Section 3 herein, then from the compensation otherwise to be paid to the Contractor, the City may retain the sum of **one hundred dollars (\$ 100.00) per day** for each calendar day that the work remains incomplete beyond the time limit, which sum shall represent the actual damage which the City will have sustained per day by failure of the Contractor to complete the work within the required time, said sum not being a penalty but being the stipulated damages the City will have sustained in the event of such default by the Contractor.

(6) In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, sex, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or

termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post hereafter in conspicuous places, available for employees or applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause. The Contractor further agrees to insert the foregoing provisions in all contracts hereunder, including contracts or agreements with labor unions and/or workers' representatives, except subcontracts for standard commercial supplies or raw materials.

(7) Contractor must secure and maintain any and all permits and licenses required to complete the work under this Contract, unless the Contract Documents provide otherwise.

(8) Throughout the term of this Contract the Contractor must maintain insurance in at least the amounts and coverage required as shown in Exhibit C. The Contractor must provide a Certificate of Insurance to the City evidencing such coverage prior to issuance of the Notice to Proceed by the City.

(9) 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.

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

(11) Termination. This Contract may be terminated by the City without cause, by giving thirty (30) days prior written notice to contractor of the intention to cancel or with cause at any time contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of contractor to comply with any of the provisions of this agreement shall be considered a material breach of contract and shall be cause for immediate termination of the agreement at the discretion of the city. This Contract may be terminated by the Contractor only by mutual consent of both parties. If this Contract is terminated before performance is completed, the Contractor shall be paid only for that work satisfactorily performed for which costs can be substantiated.

(12) The laws of the State of Florida shall govern all provisions of this Contract. Venue for any dispute shall be Sarasota County, Florida. If any court proceeding or other action occurs between the parties as a result of this Contract or any other document or act required by this Contract, the prevailing party shall be entitled to recover attorney's fees and all court costs, including attorney's fees and court costs incurred in any pre-trial, trial, appellate, and/or bankruptcy proceedings, as well as, attorney's fees and costs incurred in determining entitlement to and reasonableness of fees and costs.

(13) This Contract and the Contract Documents constitute the entire agreement of the parties and may not be changed or modified, except by a written document signed by both parties hereto. This Contract shall be binding upon the successors and assigns of the parties.

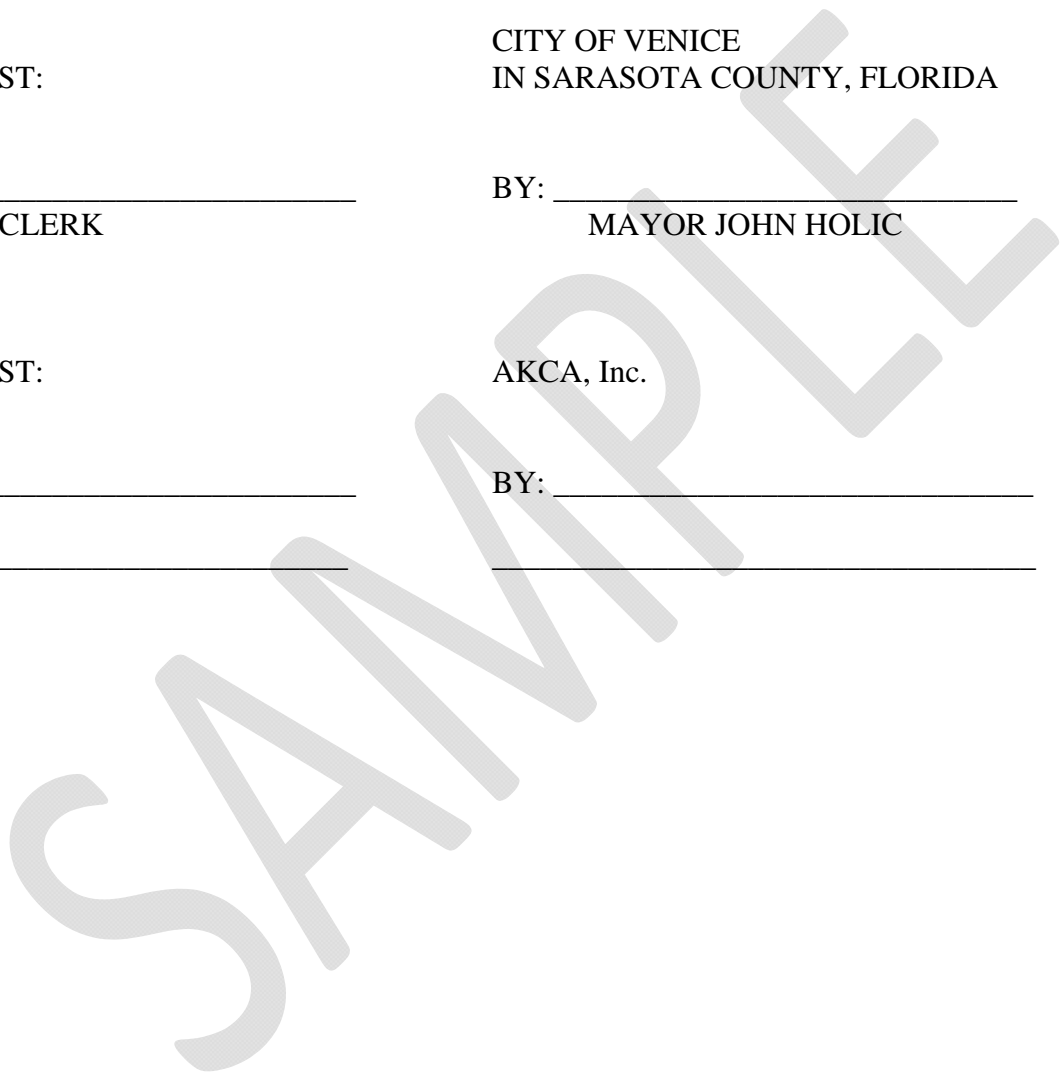
IN WITNESS WHEREOF, the parties to the agreement have hereunto set their hands and seals and have executed this agreement, the day and year first above written.

(SEAL)

ATTEST: CITY OF VENICE  
IN SARASOTA COUNTY, FLORIDA

\_\_\_\_\_  
CITY CLERK BY: \_\_\_\_\_  
MAYOR JOHN HOLIC

ATTEST: AKCA, Inc.  
\_\_\_\_\_  
BY: \_\_\_\_\_  
\_\_\_\_\_



**EXHIBIT A**  
**SURETY BONDS**

At the time of executing the Contract Documents, the successful proposer shall append to this sheet separate performance and payment bonds each equal to one-hundred percent (100%) of the contract amount. Said bonds become an integral part of these Contract Documents and shall meet the following requirements:

1. Surety bonds submitted shall be written by a surety company that is approved by the City Finance Director and authorized to do business in the State of Florida, shall be accompanied by evidence of the authority of the issuing agent, and shall be on a form to be approved by the City Attorney. No bond in an amount greater than \$5,000 required by the City Charter, the Ordinances of The City of Venice, or the laws of the State of Florida shall be approved by the City Finance Director unless the surety company executing the bond is listed by the United States Treasury Department as being approved for writing bonds for Federal projects and its current list in an amount not less than the amount of the bond tendered to The City of Venice.

2. Both the separate payment and performance bonds shall be in the general form of AIA documents A311. Additionally, the payment bond shall state as follows:

“This bond is issued in compliance with Section 255.05, Florida Statutes (1994 Supp.), as may be amended. A claimant, except a laborer, who is not in privity with the contractor and who has not received payment for his labor, materials, or supplies shall, within 45 days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish the contractor with a notice, that he intends to look to the bond for protection. A claimant who is not in privity with the contractor and who has not received payment for his labor, materials, or supplies shall, within 90 days after performance of the labor or after complete delivery of the materials or supplies, or with respect to rental equipment, within 90 days after the date that the rental equipment was last on the job site available for use, deliver to the contractor and to the surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. No action for the labor, materials, or supplies may be instituted against the contractor or the surety unless both notices have been given. No action shall be instituted against the contractor or the surety on the payment bond or the payment provisions of a combined payment and performance bond after 1 year from the performance of the labor or completion of delivery of the materials or supplies. A claimant may not waive in advance his right to bring an action under the bond against the surety. In any action brought to enforce a claim against a payment bond under this section, the prevailing party is entitled to recover a reasonable fee for the services of his attorney for trial and appeal or for arbitration, in an amount to be determined by the court, which fee must be taxed as part of his costs, as allowed in equitable actions.”

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

## PUBLIC WORKS PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT \_\_\_\_\_, as Principal, hereinafter called Contractor; and \_\_\_\_\_, a corporation of the State of Florida, as surety, hereinafter called Surety, are held and firmly bound unto the City of Venice as Obligee, hereinafter called the City, in the amount of (\$ \_\_\_\_\_) \_\_\_\_\_ /100's, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, 2016, entered into a Contract with the City for the following described project: **ITB# 3017-15: Cleaning and CCTV Inspection of Sanitary Sewer Lines** which contract is by reference incorporated herein and made a part hereof, and is hereinafter referred to as the Contract.

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

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

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

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

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

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2016.

IN THE PRESENCE OF:

CONTRACTOR

\_\_\_\_\_

BY: \_\_\_\_\_

INSURANCE COMPANY

BY: \_\_\_\_\_  
Agent and Attorney-in-Fact

SAMPLE

## PUBLIC WORKS PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT \_\_\_\_\_, as Principal, hereinafter called Contractor; and \_\_\_\_\_, a corporation of the State of Florida, as surety, hereinafter called Surety, are held and firmly bound unto the City of Venice as Obligee, hereinafter called the City, in the amount of (\$ \_\_\_\_\_) & \_\_\_\_\_/100's, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, 2016, entered into a contract with the City of Venice for the following described project: **ITB# 3017-15: Cleaning and CCTV Inspection of Sanitary Sewer Lines** which contract is by reference incorporated herein and made a part hereof, and is hereinafter referred to as the contract.

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

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

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

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

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

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

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

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, AD., 2016.

IN THE PRESENCE OF:

CONTRACTOR

\_\_\_\_\_  
BY: \_\_\_\_\_

INSURANCE COMPANY

BY: \_\_\_\_\_  
Agent and Attorney-in-Fact

**EXHIBIT B**

[Bid Form & Schedule added here]

SAMPLE

## EXHIBIT C

Before performing any work, the Contractor shall procure and maintain, during the life of the Contract, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best and Company rating of no less than A:VII. No changes are to be made to these specifications without prior written specific approval by the City.

1. The City of Venice is to be specifically included as an **ADDITIONAL INSURED**.
2. The City of Venice shall be named as Certificate Holder. *Please Note that the Certificate Holder should read as follows:*

*The City of Venice  
401 W. Venice Avenue  
Venice, FL 34285*

No City Division, Department, or individual name should appear on the certificate. **NO OTHER FORMAT WILL BE ACCEPTABLE.**

3. The "Acord" certification of insurance form shall be used.
4. Required Coverage
  - a) **Commercial General Liability:** including but not limited to bodily injury, property damage, contractual liability, products and completed operations, and personal injury with limits of not less than \$ 1,000,000 per occurrence, \$ 1,000,000 aggregate covering all work performed under this Contract. Include broad form property damage (provide insurance for damage to property under the care custody and control of the contractor)
  - b) **Business Auto Policy:** including bodily injury and property damage for all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000 combined single limit covering all work performed under this Contract.
  - c) **Workers Compensation:** Contractor will provide Workers Compensation Insurance on behalf of all employees, including sub-contractors, who are to provide a service under this Contract, as required under Florida Law, Chapter 440, and Employers Liability with limits of not less than \$100,000 per employee per accident; \$500,000 disease aggregate; and \$100,000 per employee per disease.
5. Policy Form:
  - a) All policies required by this Contract, with the exception of Workers Compensation, or unless specific approval is given by the City, are to be written on an occurrence basis, shall name the City of Venice, its Elected Officials, Officers, Agents, Employees as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Workers Compensation, shall agree to waive all rights of subrogation against the City of Venice, its Elected Officials, Officers, Agents, and Employees.

- b) Insurance requirements itemized in this Contract, and required of the Contractor, shall be provided on behalf of all subcontractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
- c) Each insurance policy required by this Contract shall:
  - (1) apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability;
  - (2) be endorsed to state that coverage shall not be suspended, voided or canceled by either party except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to the City of Venice's Director of Administrative Services.
- d) The City shall retain the right to review, at any time, coverage form, and amount of insurance.
- e) The procuring of required policies of insurance shall not be construed to limit Contractor's liability nor to fulfill the indemnification provisions and requirements of this Contract.
- f) The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of any deductible and/or retention to which such policies are subject, whether or not the City is an insured under the policy. In the event that claims in excess of the insured amounts provided herein are filed by reason of operations under the contract, the amount excess of such claims, or any portion thereof, may be withheld from any payment due or to become due to the Contractor until such time the contractor shall furnish additional security covering such claims as may be determined by the City.
- g) Claims Made Policies will be accepted for professional and hazardous materials and such other risks as are authorized by the City. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two years. If provided as an option, the Contractor agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.
- h) Certificates of Insurance evidencing Claims Made or Occurrence form coverage and conditions to this Contract, as well as the City's Bid Number and description of work, are to be furnished to the City's Director of Administrative Services, 401 West Venice Avenue, Venice, FL 34285, ten (10) business days prior to commencement of work and a minimum of thirty (30) calendar days prior to expiration of the insurance policy.
- i) Notices of Accidents and Notices of Claims associated with work being performed under this Contract, shall be provided to the Contractor's insurance company and the City's Director of Administrative Services, as soon as practicable after notice to the insured.
- j) All property losses shall be payable to, and adjusted with, the City.