

CITY OF VENICE

Wellfield Park, Ponce De Leon Enclave, Police station Ditch Drainage Improvements

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ARTICLE 1 - BID RECIPIENT

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an AGREEMENT with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the price(s) and within the times indicated in this Bid and in accordance with the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER. Bidder will sign the AGREEMENT and will furnish the required contract security, and other required documents within the time periods set forth in the Bidding Documents.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

Bid Receipt

ITB #3036-16

Bid Name: WELLFIELD PARK, PONCE DE LEON ENCLAVE, AND POLICE STATION DRAINAGE DITCH IMPROVEMENTS

AUG16'16 PM 1:41 PURCH

Time Stamped::

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, if any, and the following Addenda, receipt of all of which is hereby acknowledged.

Received	Addendum No.	Date Received
2/16		
11.6		
8/16		
-		
	Received 2/16	Addendum No. A/16

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions, and (2) reports and drawings of Hazardous Environmental Conditions identified at the Site, if any, which that have been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.
- E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work (if any) to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.

- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

3.02 Bidder further represents that:

- A. this Bid is genuine and is not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding;
- C. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER; and
- D. No person or persons acting in any official capacity for the OWNER are directly or indirectly interested in this Bid, or in any portion of the profit thereof.

ARTICLE 4 – BIDDER'S CERTIFICATIONS

4.01 Bidder certifies that:

- A. this Bid is genuine and is not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid
- C. Bidder; has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract. For the purposes of the Paragraph 4.01.D;
 - 1. Corrupt practice" means the offering, giving, or soliciting of anything of value likely to influence the action of a public official in the bidding process

- 2. "Fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
- 3. "Collusive practice" means to scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
- 4. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 - BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

- 5.04 Unit prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.
- 5.05 Bidder acknowledges that estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price items will be based on actual quantities of Unit Price Work determined as provided in the Contract Documents.
- 5.06 All specified cash allowances are included in the price(s) set forth above and have been completed in accordance with Paragraph 11.02 of the General Conditions.

ARTICLE 6 - TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within 75 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions within 105 calendar days after the date when the Contract Times commence to run, which days will be entered by OWNER into the AGREEMENT as the Contract Times.
- 6.02 Bidder accepts the provisions of the AGREEMENT as to liquidated and special damages, if any, in the event of failure to complete the Work within the Contract Times.

ARTICLE 7 - ATTACHMENTS TO THIS BID

- 7.01 The following documents are attached to and made a condition of this Bid:
 - A. Required Bid security.
 - B. Required Bidder Qualifications Statement with supporting data.
 - C. Miscellaneous Bid Forms

ARTICLE 8 - DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders and the General Conditions and Supplementary Conditions.

9.01 This Bid submitted on 8/16/2016, 2016 by:

If Bidder is:

CITY OF VENICE - BID FORM Addendum 2 Revision

SUB-TOTAL NOT TO EXCEED LUMP SUM B	Site Restoration LS 1	Stormwater System High Pressure Cleaning LS 1	Mini C Inlet 3' x 3'	Connection to existing inlet LS 1	Swale Grading LF 1,830	Concrete Flume, approximatly 75 sf QT 1	Re-grading and shell replacement (sheet 2) LS 1 2	R.C.P. LF 63	BASE BID A - Wellfield Park Drainage Improvements	Description Unit Qty
SUM BASE BID A:	5500 =	750000	350000	1500000	16.00	20000-0	250000	10000	ovements	Unit Price
58,08000	5500 =	750000	350000	150000	29,280°°	2000000	2500 00	630000		Amount

Description	Unit	Qty	Unit Price	Amount
BASE BID B - POLICE STATION SWALE GRADING	DING	AND	AND VEGETATION TRIMMING	TRIMMING
Vegetation trimming over swale	뉴	245	1000	5005he
Swale Grading		405	1800	2.0065
Site Restoration	S		200000	2,000,0
SUB-TOTAL NOT TO EXCEED LUMP	LUMI		SUM BASE BID B: 11. 74000	11.74000

Description	Unit	Qty	Unit Price	Amount
BASE BID C - PONCE DE LEON PARK DRAINAGE IMPROVEMENTS	DRA	NAGE	IMPROVEMEN	ITS
12" C900 Storm Pipe	LF	215	0.059	1397500
Swale Grading	뉴	155	1500	232500
Rain garden excavation, soil amendment, and grading	LS		±0000000	480000
Rain garden planting and mulching	LS	_	2000	200000
Mini C Inlet 3' x 3'	QT	N	3500 00	700000
12" C900 Pipe fittings	LS		=0008h	4800°°
Roadway realignement and restoration	LS		350000	350000

SUB-TOTAL NOT TO EXCEED LUMP SU	Site restoration	Utility Relocation
LUMI	S	LS
NOS 4		-
BASE BID C:	3500000	\$2,000.00
43,90000		20006

\$ 125,09200	serve:	by Res	TOTAL NOT TO EXCEED LUMP SUM BID Plus City Reserve
00 C L 2 11	B+C):	ile A +	TOTAL NOT TO EXCEED LUMP SUM (Bid Schedule A + B +
H3,900°0	rs.		Improvements
11,7400	S	_	Schedule B - Police Station Swale Grading and Trimming
5°080°5	LS	-	Schedule A - Wellfield Park Drainage Improvements
Total	Qty Unit	aty	Description

ADDENDUM 2 REVISION

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

DATE: 8/10/2016	CITEDERY I ICENCE NIMBER. CUC 1337X7	BIDDER'S SIGNATURE: Smill (LLL)	NAME OF BIDDER: David Kuxhausen Construction LLC	Notes: City Reserve is for the exclusive use of the City (if required).
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THESE THREE (3) PAGES MUST BE COMPLETED & SUBMITTED WITH OFFER

ndividua <u>l</u> Name (Typed or Prin	nted):
Ву	(Individual's Signature)
License or Registration	on Number:
Business Address:	
Phone No.:	Facsimile:
A Partnership	\mathcal{N}/\mathcal{L}
Partnership Name: _	//t
Ву:	ature of General Partner - Attach evidence of authority to sign)
` •	
(Name (Typed or Pri	nted):
License or Registrati	on Number:
Business Address:	
	Facsimile:

A Corporation		
Corporation Name:		
(State of Inc	corporation)	
By		
(Signature - Attach	evidence of authority to sign)	
Name and Title (Typed or Printed):		
	ž:	(CORPORATE SEAL)
Attest:(Se		
(Se	ecretary)	
License or Registration Number:		
Business Address:		
26011000 1 1441 000.		
Phone No.:	Facsimile:	
By: David Kuxhau	isen Construction	NLLC
Floria	(Firm Name)	
By: Dunt to	(State of Formation)	
(Signati	ure of Member/Authorized to Sign)	
David Kuxh	Ausen - Owner	
(Printed or Typed Name and Tit (Attach evidence of authority to	le of Member Authorized to Sign)	

License or Registration Number: <u>CUC1223727</u>	
Business Address: 4321 Midland Road	
License or Registration Number: <u>CUC1223727</u> Business Address: <u>H321 Mid1and Road</u> <u>SArasota, F134231</u>	
Phone No.: 941-350-7595 Facsimile:	
A Joint Venture	
Name of Joint Venture:	
First Joint Venturer Name:	
By:(Signature of First Joint Venturer - Attach evidence of authority to sign)	
· -	
Name (Typed or Printed):(Title)	-
Title:	_
Second Joint Venturer Name:	-
By: (Signature of Second Joint Venturer - Attach evidence of authority to sign)	
Name (Typed or Printed): (Title)	_
(Each joint venturer must sign. The manner of signing for each individual, partnership, limited liability company that is a party to the joint venture shall be in the manner indicated the state of the partnership.	corporation or ted above).
Business Address:	_
Phone and FAX number and address for receipt of communications to joint venture:	
Phone:Facsimile:	

PROPOSAL BOND

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

KNOW ALL MEN BY THESE PRESENTS: T	hat we, the undersigned,
David Kuxhausen Construction, LLC	as Principal,
and Westfield Insurance Company	as Surety
are held and firmly bound unto the City of Veni	ce, Florida, in the sum of
Five Percent of the Bid Amount and truly to be made, we hereby jointly and seve successors and assigns.	\$ (5%) , for the payment of which, well rally bind ourselves, our heirs, executors, administrators,
The condition of the above obligation is such that specified as:	t if the attached Proposal of Principal and Surety for work
ITB #3036-16 Wellfield Park, Ponce de Leon Enciave, Police	Station Ditch Drainage Improvements
specifications provided heretofore, all within Sa (10) days after notice of said award, enter into a Bond with surety or sureties to be approved by	work incidental thereto, in accordance with the plans and trasota County, is accepted and the bidder shall within ten contract, in writing, and furnish the required Performance the Director of Purchasing, this obligation shall be void; tue by law and the full amount of this Proposal Bond will images.
1 0 0 .	yestfield Insurance Company Surety Kevin Woltowicz, Attorney-In-Fact partnership, company, or individual. In the Principal's name, his own name, and his title. In the Infidavit, show his authority to bind the corporation.
THIS PAGE MUST BE C	COMPLETED & SUBMITTED WITH OFFER

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 12/18/14, FOR ANY PERSON OR PERSONS NAMED BELOW.

General Power of Attorney POWER NO. 0994782 00

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co.

CERTIFIED COPY

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint KEVIN WOJTOWICZ, JENNIFER STEPHENS, JOHN R. NEU, JOINTLY OR SEVERALLY

of ST PETERSBURG and State of FL its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be it Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for The Attorney-in-Fact. may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's Itability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 18th day of DECEMBER A.D., 2014.

Corporate SURAR Seals Affixed

State of Ohio County of Medina WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

S

By: Dennis P. Baus, National Surety Leader and Senior Executive

On this 18th day of DECEMBER A.D., 2014, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that he seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed

State of Ohio County of Medina

SS.:

David A. Kotnik, Attorney at Law, *Notary Public* My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this day of 2016 arminia.

CONAL Andreas in the state of the sta



Frank A. Carrino, Secretary

BPOAC2 (combined) (06-02)

HOW DO I DETERMINE "LOCAL PREFERENCE"

	lowing questions will help you determine local preference for your company. answer questions 1 through 4 FIRST. If you answer NO to any questions 1 through 4, local preference does pply.
	if you answer YES to questions 1 through 4, may you proceed to question 5.
	answer YES to any questions 5 through 7, local preference applies.
	are unsure of how to answer any questions, please contact the City of Venice's Purchasing Department at
941-48	6-2626.
Question	ns 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 X 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.
Questio	ns 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.	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:

SUBMITTE) ТО:	CITY OF VENICE Procurement- Finan 401 W. Venice Ave Venice, Florida 342	nue		Par	i progration rtnership lividual int Venture	
SUBMITTED	BY:		1				
NAME: ADDRESS: PRINCIPLE C	OFFICE:	David Kus 4321 Mid Sarasota	Chausen And Ro Fl 342	Ad ST	کاما لدونای		
		ct and complete legal ldress of the place of	l name of the par	rtnership, corpor			
The corr	ect name of	the Offeror is:	1	David	Kuxhaus	sen Lons	truction hi
The add	ress of the p	rincipal place of busi	ness is:	4321	Midla	nd Ro.	truction Li
If the Offeror	is a corporat	ion, answer the follo		SAVAS	ota, FI	24731	
a.]	Date of Inco	rporation:	<u> </u>	\			_
b. 8	State of Inco	orporation:					
c. 1	President's l	Name:					
d.	Vice Preside	ent's Name:					
е.	Secretary's l	Name:					_
f.	Treasurer's	Name:					_
Ø	Name and a Agent:	ddress of Resident					
		or partnership, answ Organization:	er the following	N/A		_	
t	D. Name,	address and ownersh	ip units of all pa	rtners:			
· ·	 C. State w	hether general or lim	ited partnership	•			_
If Offeror is of	ther than an	individual, corporati	on partnership 4	describe the orga	nization and give	e the name and ac	idress of
principals:	Flor	ida Lin	ited L	Filidai	y Cor	APANY	
David	Kuxh	AUSEN-C	WHET !	-1321 Mia	Aland Ro	AJ. SAFAS	iota, FI
		THIS PAGE MUS	T BE COMPLETE	D & SUBMITTED	WITH OFFER	342	31

3-7	n been in business under its present business name?
a. Under what other former	r names has your organization operated?
this the day of	peared David Kuxhausea and (Name(s) of indiviname(s) is/are Subscribed to the within instrument, and he/she/they acknowled
nappeared before notary) whose she/they executed it. NOTARY PUBLIC SEAL OF OFFICE:	ESTRELLA C WILKINSON Notary Public - State of Florida My Comm. Expires Jun 22, 2018 Commission # FF 134533 ESTRELA C WILKINSON NOTARY PUBLIC, STATE OF ESTRELA C WILKINSON (Name of Notary Public: Print, stamp, or type as commission)

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.

	V		
Yes_	\wedge	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: David Kuxhausen
Signature: Del Color
Title: Owner
Company Name: David Kuxhausen Construction LLC
Address: 4321 Midland Road
City, State, ZIP: SArAsota, Fl 34231
Telephone Number: 941-350-7595
Fax Number:
E-mail address: davida 2672 yahoo.com

FORM 3A INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS

LAST NAME - FIRST NAME - MIDDLE INITIAL	Not Applicable
MAILING ADDRESS 4321 Midland Road	AGENCY
SArASOTA, FI 34231	ADDRESS OF AGENCY

WHO MUST FILE THIS STATEMENT

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain fusiness 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 spouses'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 populated to a public officer or employee.

INTEREST IN COMPETITIVE BID/FOR PUBLIC BUSINESS (Required by Section 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? 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 Commission on Ethics, P.O. Drawer 15709, Tallahassee, FL 32317-5709; physical address: 325 John Knox Road, Building E, Suite 200, Tallahassee, FL 32303. 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 SECTION 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.

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, David Kuxha	USE → being an author	rized representative of the firm of	
DAVIdKuxhauser	· Construction LLC	located at City	
SAFASOTA	, State	, Zip Code 34231	Phone:
741-350-7595	Fax:	Having r	ead and
understood, the contents ab	ove, hereby submit according	ngly as of this Date,	
8/10/16	, 2016.		
David Ku			
Please Print Name	4 -		
Signature	Jh)		
This signed document shall the contract period, which	ll remain in effect for a perio ever is longer.	od of one (1) year from the date of	signature or for
	THIS PAGE MUST BE COMPLETED	A CURMITTED WITH OFFER	

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

ihility to compl	ly with the applicable U.S. EPA and FDEP requirements, including inspection of all ast once each week and following any storm (rainfall) event of 0.5 inches or greater
and maintaining report	a of each inenection
Bidder (Company):	David Kuxhausen Construction LLC
Name and Title:	David Kuxhausen-Owner
Address:	4321 Midland Road
	SAFASOTA, FI 34231
Telephone:	941-350-7595
BY SIGNATURE BEI	OW OF AUTHORIZED REPRESENTATIVE, CONTRACTOR ACKNOWLEDGES BY OF CITY ORDINANCES 95-12 and 96-09 AND AGREES TO ABIDE BY THE
REQUIREMENTS OF	SAID ORDINANCES.
Signature:	Date: 8/10/16
Printed nan	
	THIS PAGE MUST BE COMPLETED & SUBMITTED WITH OFFER

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

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

(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

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

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

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

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: David Kuxhausen Construction LLC
BUSINESS ADDRESS: 4321 Midland Road, SAFASOTA, F1 34231
How many years have you been engaged in the business under the present firm name? 3 years
of Kuxhausen Construction Inc.
List at least three construction references:
(1) Person to contact: KAThleen Weedon, PE-City Engineer
Company Name: City of Venice
Address: 401 W. Venice Ave, Venice F/3485
Telephone: 882-7409 Date work performed: 11/2010
(2) Person to contact: JAUN Flore NSA
Company Name: Town of Longboat Key
Address: 600 General Haris Street Longboatkerfl 34288
Telephone: 941-316-1988 Date work performed: 11/15
(3) Person to contact: Stan Thompson
Company Name: Stan Thonpson Auto Sales
Address: 5320 14th Street Bradenton, Fl 34207
Telephone: 941-749-1000 Date work performed: 3/15 + hru 3/16
(4) Person to contact: Chris Leppor
Company Name: State College of Florida
Address: 5840 26th 5t. W
Telephone: 941-725-5246ate work performed: 11/15 thru 1/16

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

Address:	(1)	Company Name:
(2) Company Name:		Address:
Address:		Telephone: Phase of Work Sublet:
Telephone: Phase of Work Sublet: (3) Company Name: Address: Telephone: Phase of Work Sublet:	(2)	Company Name:
(3) Company Name: Address: Telephone: Phase of Work Sublet:		Address:
Address: Telephone: Phase of Work Sublet:		Telephone: Phase of Work Sublet:
Telephone: Phase of Work Sublet:	(3)	Company Name:
		Address:
		Telephone: Phase of Work Sublet:
(4) Company Name:	(4)	Company Name:
Address:		Address:
Telephone: Phase of Work Sublet:		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 of 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.
- 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 abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) This firm imposes a sanction on or requires the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) This firm will continue to make a good faith effort to maintain a drug-free workplace through implementation of this section.

Contractor's Name Signature

NON-COLLUSIVE AFFIDAVIT
State of 110 P10 A SS.
County of SARASOTA
David Kuxhausen being first duly sworn, deposes and says
that:
1. He/she is the Owner, Partner, Officer, Representative or Agent) of David Kurhausen Censt. the Officer that has submitted the attached Proposal;
 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, comived 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: DAVID KUX house of (Printed Name) (Title)
ACKNOWLEDGEMENT
County of SARASOYA
On this
NOTAR PHBLIC My Comm. Expires Jun 22, 2018 SEAL OF COMMISSION # FF 134533 (Name of Notary Public: Print, stamp, or type as commissioned)
Personally known to me, or Produced Identification: FLDC 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, David Kuxhausen	, being an authorized representative
of the firm of David Kuzhause-Co	nstruction, located at City:
SAFASOTA State: Florida	Zip: 3423 have
read and understand the contents of the Public Er	ntity Crime Information and of this
formal BID/ITB package, hereby submit our proj	posal accordingly.
Signature: 941-350-7595 Phone: 46-3305116	Date: 8/10/16 Fax:

BIDDER QUALIFICATION STATEMENT

(Completion of this statement is required in advance of consideration for award of Contract.)

SUBMITTED TO:

City of Venice 401 West Venice Avenue Venice, FL 34285

SUBMITTED FOR:

Wellfield Park, Ponce De Leon Enclave, Police station Ditch Drainage Improvements

SUBMITTED BY:

Nome of Organization: David Kuxhausen Construction LLC
(Print or Type Name of Bidder)
Name of Individual: David Kuxhause~
Title:
Business Address: 4321 Midland Road
SArasota, Fl 34231
Telephone No.: 941-350-7595
Fax No.: davidd 267 a Yahoo
Bidder's Website:
If address and phone number given above is for a branch office, provide address and phone number of principal home office:
Principal Home Office Address:
Principal Home Office Telephone No.:
Gentlemen:
The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter.
(Note: Attach additional sheets as required.)
THIS PAGE MUST BE COMPLETED & SUBMITTED WITH OFFER

1.0	Bidde	er's General Business Information
1.1	Chec	k if:
	□ Co	prporation
	Li	mited Liability Company
	If Co	rporation: N/A
		Date and State of Incorporation:
	В.	List of Executive Officers:
		Name Title Address
		(e) (e) V
		nartnership:
	В.	Current General Partners (name and address for each):
	C.	Type of Partnership General Publicly Traded Limited Limited Liability Other (describe):

_	
V	Tame, Address, Form of Organization, and State of Organization of Each Tenture Partner: (Indicate with an asterisk (*) the managing or controlling Tenturer if applicable):
-	
in	nited Liability Company:
1	Date and State of Organization: 7/26/2013 - Florida
•	
-	Members:
-	Members: Name Address
-	A 11
	Name Address

	B.	Name and Address of Owner or Owners:
	If O	ther Type of Organization:
	A.	Type of Organization:
	B.	Date and State of Organization:
	C.	Name and Address of Each Owner or Principal:
1.2		ifications: In addition to the above categories of business entities, indicate whether ler's organization is a:
		 □ Disadvantaged Business Enterprise, certified by
2.0	How	many years has your organization been in business as a general contractor?
3.0		our organizational structure has changed within the past five years, provide data as d above in Item 1.0 for your previous organization.

- 4.0 Do you plan to subcontract any part of this project? Yes If so, give details.

 Pipe Cleaning
- Has any construction contract to which you have been a party been terminated by the owner, have you ever terminated work on a project prior to its completion for any reason; has any surety which issued a performance bond on your behalf ever completed the work in its own name or financed such completion on your behalf; has any surety expended any monies in connection with a contract for which they furnished a bond on your behalf? If the answer to any portion of this question is "yes", furnish details of all such occurrences including name of owner, architect or engineer, and surety, and name and date of project.

NO

Has any officer or partner of your organization ever been an officer or partner of another organization that had any construction contract terminated by the owner; terminated work on a project prior to its completion for any reason; had any surety which issued a performance bond complete the work in its own name or financed such completion; or had any surety expend any monies in connection with a contract for which they furnished a bond? If the answer to any portion of this question is "yes", furnish details of all such occurrences including name of owner, architect or engineer, and surety, and name and date of project.

NO

7.0 In the last five years, has your organization, or any predecessor organization, failed to substantially complete a project in a timely manner? If the answer to this question is "yes", furnish details of all such occurrences including name of owner, architect or engineer, and surety, and name and date of project.

NO

8.0 On Schedule A, attached, list name, location and description of project, owner, architect or engineer, contract price, percent complete and scheduled completion of the major construction projects your organization has in progress on this date. Provide name, address and telephone number of a reference for each project listed.

Attached

9.0	On Schedule B, attached, list name, location and description of project, owner, architect or engineer, contract price, date of completion and percent of work with your own forces of major projects of the same general nature as this project which your organization has completed in the past five years. Provide name, address and telephone number of a reference for each project listed.
10.0	On Schedule C, attached, list name and construction experience of the principal individuals of your organization directly involved in construction operations.
11.0	Licenses and Registrations:
11.	1 Indicate the jurisdictions in which your firm is legally qualified to practice. Indicate license or registration number for each jurisdiction, if applicable, and type of license or registration. Attach separate sheet as required.
	DBPR CUC 1223727 Underground
11	1.2 In the past five years, has Bidder had any business or professional license suspended or revoked?
	No □ Yes
	If yes, describe on a separate attachment the circumstances, including the jurisdiction and bases for suspension or revocation.
12.0 1	Wasterald TNOUVANCE COMPANY
1	2.1 Surety Company: West Fleta Land Associates 2.2 Agent: Nielson, Wojtowicz, Neu + Associates
•	A. Address: 1000 Central Avenue, St. Pete, Fl 33705
	727-258-0809
	B. Telephone No.: 121 230
	THIS PAGE MUST BE COMPLETED & SUBMITTED WITH OFFER

13.0	Provide the following with respect to an accredited banking institution familiar with your organization.
13 1	Name of Bank: Achieva Credit Union
13.2	Address: 3000 Bee Ridge Rd. SArAsota, Fl 34239
13.3	Account Manager: Estrella Wilkinson
13.4	Telephone No.: 941-907-4000
14.0 15.0	Provide the name, address and telephone number of an individual who represents a major equipment/material supplier whom the Owner may contact for a financial reference: Neff Rental Industry Affiliations, Memberships, Awards, and Honors
15.1	List below the industry organizations with which your organization is affiliated or which your organization is a member:
15.2	2 List below the industry awards or honors received by your organization and the date for each. Attach supporting documentation as necessary.
16.0	Statement of Potential Conflicts of Interest: List below business associations, financial interests, or other circumstances that may create a conflict of interest with the Owner or other entity involved in the Project. Attach additional documentation as required.
17.0	Dated at 2pm, this 10th day of August, 2016.
	THIS PAGE MUST BE COMPLETED & SUBMITTED WITH OFFER

Bidder:	David Kuxhausen Construction LLC
Didder.	(Print or Type Name of Bidder)
	By: Jan John
	0.1.105

Attachments A, B and C

(Seal, if corporation)

10%
(Affidavit for Individual)
being duly swom, deposes and says that: a) the financial statement, taken from his/her books, is a true and accurate statement of his/her financial condition as of the date thereof; and b) all of the foregoing qualification information is true, complete, and accurate.
(Affidavit for Partnership)
being duly swom, deposes and says that: a) he/she is a member of the partnership of; b) he/she is familiar with the books of said partnership showing its financial condition; c) the financial statement, taken from the books of said partnership, is a true and accurate statement of the financial condition of the partnership as of the date thereof; and d) all of the foregoing qualification information is true, complete, and accurate.
(Affidavit for Limited Liability Company (LLC))——————————————————————————————————
THIS PAGE MUST BE COMPLETED & SUBMITTED WITH OFFER

(Affidavit for Joint Venture)
Each joint venturer shall complete the affidavit appropriate for the joint venturer's type of organization and attach said affidavit to the Bidder Qualifications Statement. Submit separate acknowledgement for each joint venturer's affidavit.
(Acknowledgment)
that he/she is OWNER of David Kuxhausen Construction UC (Name of Bidder)
that he/she is duly authorized to make the foregoing affidavit and that he/she makes it on hebalf of
() himself/herself; () said partnership; () said corporation; () said joint venture; (X) said limited liability company Sworn to before me this
(Notary Public)
My commission expires Jun 22, 2018 ESTRELLA C WILKINSON Notary Public - State of Florida My Comm. Expires Jun 22, 2018 Commission # FF 134533
(Seal)
++ END OF BIDDER QUALIFICATIONS STATEMENT++
THIS PAGE MUST BE COMPLETED & SUBMITTED WITH OFFER

SCHEDULE A PROJECTS IN PROGRESS

Scheduled Reference/Contract Completion Include Address and Phone	John Spalding	941-882-7331
Scheduled Completion	10/11/6-	44
Percent Contract Price Complete	heduled Completion 10/17	ting Services, Inc
hitec ngine P	-4	
Name, Location and Description of Project Owner	0% complete - 5c	Stanter Consul

SCHEDULE B PROJECTS COMPLETED

			in particular
Reference/Contract Include Address and	Acenes + Project - lows of Longborthey table writer meters to Condo's - 941-316-1988 - \$32,000 - 12/01/15		
Percent with Own Forces	potable water meters to Condois - A - 941-316-1988 - \$32,000 - 12/01/1	F Florida-South Campus Parking S - Stormwater, Grading + Paving King lot 4100 SF of 8" Conetred 941-725-5245-\$98,746 = -	
Contract Price	unternet 16-1988	12-500 th 10-4-4100 5-5245	
,	Placence - Ayl-3	14 - 5.	
Architect or Engineer	~ 5. A	0+6!-	
Name, Location and Description of Project Owner Phone	Replace 4'+ TAUN Flore	State College Improvence A 30 space p Chris Lepper	-

THIS PAGE MUST BE COMPLETED & SUBMITTED WITH OFFER

SCHEDULE B PROJECTS COMPLETED

ith Reference/Contract	Basin Project	15,2 cers- Sub contracted from Close Const. LLC	LArge pumpstations - 18"-42 drainage piping.	Completed 4/22/15	
Percent with Own Forces	ervation	ed from	CH-81	39-60,	
Contract Price	ole Indain Res. Conservation Basin	o contract	stations-	- \$50,7	
Date Completed	NOLAIN	ers-50	c pump	1-683,1	
Architect or Engineer	minoled	FENSING	or LArs	863.46	
Name, Location and Description of Project Owner Phone	Big Cypress Semin	Army CorpsofEn	Yardoiping	Chris Close 863-467-0831- \$50,739=	

Sitework, Drainase Pipins, Parking Construction + Asphalt Paving, CAVOli Engineering, Inc 0001-PHL-14P- ~050mon 3/15/2016-1-10to Group completed First

SCHEDULE B PROJECTS COMPLETED

Reference/Contract Include Address and	City of Venice, FI	Main aste value's + Fire Hydrants.	50	12016	
Percent with Own Forces		10 5 + Fir	1-\$ 89,350	1/4	
Contract Price	roaram Phase8.	Ate Valu	- 882-7331-\$	ting Services Inc.	•
Date Completed	Progr	AING	741-8	100 Se)
Architect or Engineer	cement	AterM	. "	Lonsulti	
Name, Location and Description of Project Owner	Valve Replacement	Replace WA	John Spalding	Stantec (

1000	
75 3 75	
Bay Front Park Force Main Replacement/Liftstation#4 City of Sarasota, FI. Replace 4" force main thro Say front Park-Dir. Drill + Open Cut. Liftstation shutdowns. Bryce Kaufman -941-225-4596 \$ 119,950° Completed 8/1/2016	

SCHEDULE C PERSONNEL

	ž			
Date Started In Prior Positions and Construction Experience In Construction 1980 V. P. of Kuxhausen Constitute 23 years	V. P. of Kurhausen Constitue 23 years	H TE		
Date Started With This Organization	Kuxhausen-Coordinator 11/2014-1982			
Name David KuxhAusen-0	Paul Kuxh			

THIS PAGE MUST BE COMPLETED & SUBMITTED WITH OFFER

CITY OF VENICE PROCUREMENT- FINANCE DEPARTMENT

401 W. VENICE AVE. - ROOM # 204 VENICE, FL. 34285 (941) 486-2626 FAX (941) 486-2790

ADDENDUM NO. 1

Date: August 2, 2016

To: All Prospective Proposers

Re: ITB# 3036-16

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

The following is to clarify and provide additional information requested during the pre-bid meeting held July 26, 2016 at 9:00 A.M.

Summary:

Peter Boers, Procurement Manager, opened the meeting

- 1. **Important dates:** Bids are due August 16 at 2:00 p.m. at City Hall room #204. Bids are to be delivered to Suite 204 in City Hall. The bid opening will take place in the Community Hall (room #114).
- 2. The Cut-Off for questions will be August 5, 2016 at 1:00 PM
- 3. Mr. Boers advised the bidders to read through *Instructions to Bidders*, but made note of the following Articles.
 - Article 10 Bid Security 5% Bid Security is required.
 - Article 11 Contract Times time to completion is 120 days from NTP.
 - Article 12 Liquidated Damages Mr. Boers advised that the stipulated damages for this
 project are \$250 per day. Section 5 of the Sample Contract will be amended accordingly.

- Article 23 Contract Securities The awarded contractor will be required to provide a Performance and Payment Bond equaling 100% of the contact amount. **EXHIBIT A**
- Article 24 Contractors Insurance -Mr. Boers reviewed EXHIBIT B: Insurance Requirements.
 - o General Liability -\$1,000,000 per occurrence
 - o Business Auto Liability \$1,000,000 combined single limit
 - o Worker's Comp per State Statute
- Article 29 Local Preference Local preference is applicable to this bid.
- 4. Mr. Boers reviewed the required forms that must be returned with each firm's submittal. These required forms are listed in the Appendix of the bid document. Mr. Boers advised, even if a form does not pertain to said company to still mark it with a "N/A" and return it with each submittal. Mr. Boers also advised that the *Required Forms List* could be used as a "check off" sheet for firms to use.
- 5. Mr. James Clinch, the design engineer, reviewed the scope of work and provided a brief overview of the project.
- 6. Mr. Boers opened the floor for bidder's questions. He advised the attendee's to follow up in writing if they do not see an answer to their question published in an addendum and to not assume a change is in effect unless published in an addendum.
- 7. A site visit was conducted at Ponce de Leon Park.

Peter A. Boers
Procurement Department

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

Receipt Acknowledged:

Poul fullower

Signature

David Kuxhausen Construction LL (

Company

8/4/2016

Date

CITY OF VENICE PROCUREMENT- FINANCE DEPARTMENT

401 W. VENICE AVE. - ROOM # 204 VENICE, FL. 34285 (941) 486-2626 FAX (941) 486-2790

ADDENDUM NO. 2

Date: August 8, 2016

To: All Prospective Proposers

Re: ITB# 3036-16

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

CLARIFICATIONS:

The following is to clarify and provide additional information requested during the pre-bid

- 1) Wellfield Park: Added a new line item in the bid form for the re-grading and shell replacement on sheet 2.
- 2) Ponce de Leon: Added a fixed fee line item to the bid form for Utility Relocation (\$2,000). It appears that there may be some conflicts with Verizon and possibly FPL, so this will account for that.
- 3) Ponce de Leon: The proposed 12st cleanouts have been removed from the plan sheets. The line will now be maintained using the upstream and downstream manholes only.

QUESTIONS:

The Following questions were received in writing:

 When cleaning the swales/ditching, the contractor will be responsible to adhere to the crosssectional slopes as noted on plans. (Widths will vary dependent upon depth and percentage of slope). Please confirm Correct. When cleaning the swales/ditching, the contractor will be responsible to not exceed the cross-sectional slopes as noted on plans. (Widths will vary dependent upon swale depth and slope).

2) All disturbed side slopes and swales are to be sodded. Please confirm if the contractor will be responsible for maintaining (watering) the sod for (30) days after sod has been installed. Please confirm.

Yes. All disturbed side slopes and swales are to be sodded. The contractor will be responsible for maintaining (watering) the sod for (30) days after sod has been installed.

3) The city will be spot checking elevations on re-graded swales after the installation of sod. Please Confirm.

Yes, the city will be spot checking elevations on re-graded swales after the installation of sod to ensure the desired direction of flow.

REVISIONS:

A revised bid form has been attached to this Addendum. Bidders must use the Addendum 2 revision to the Bid Form in their submittal.

Revised Plans sheets 1, 2, & 3 for Ponce De Leon Park had been attached to this addendum.

Peter A. Boers
Procurement Department

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

Receipt Acknowledged:

Signature

David Kuxhausen Construction LCC

Company

Date

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION CONSTRUCTION INDUSTRY LICENSING BOARD STATE OF FLORIDA

LICENSE NUMBER

CUC1223727

The UNDERGROUND UTILITY & EXCAVATION CO Under the provisions of Chapter 489 FS. Expiration date: AUG 31, 2016





ISSUED: 12/22/2015

KUXHAUSEN, DAVID CLARK DAVID KUXHAUSEN CONSTRUCTION LLC 4321 MIDLAND RD SARASOTA FL 34231

FL 34231

SEQ# L1512220001601

DISPLAY AS REQUIRED BY LAW

Florida Limited Liability Company

DAVID KUXHAUSEN CONSTRUCTION LLC

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4321 MIDLAND ROAD SARASOTA, FL 34231

Mailing Address

4321 MIDLAND ROAD SARASOTA, FL 34231

Registered Agent Name & Address

KUXHAUSEN, DAMD D 4321 MIDŁAND ROAD SARASOTA, FL 34231

Authorized Person(s) Detail

Name & Address

Title MGRM

KUXHAUSEN, DAVID D 4321 MIDLAND ROAD SARASOTA, FL 34231

Annual Reports

Report Year

Filed Date

2014

04/18/2014

2015

05/02/2015

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Licensee Details

Licensee Information

Name:

KUXHAUSEN, DAVID CLARK (Primary Name)

DAVID KUXHAUSEN CONSTRUCTION LLC (DBA Name)

Main Address:

4321 MIDLAND RD

SARASOTA Florida 34231

County:

SARASOTA

License Mailing:

LicenseLocation:

License Information

License Type:

Certified Underground Utility and Excavation Contractor

Rank:

Cert Under

License Number:

CUC1223727

Status:

Current, Active

Licensure Date:

07/25/2002

Expires:

08/31/2016

Special Qualifications

Qualification Effective

Construction Business

02/20/2004

Alternate Names