

CITY OF VENICE, FLORIDA

Procurement- Finance Department

401 W. Venice Avenue Venice, FL 34285

Invitation to Bid

ITB Number 3040-16

Date of Issue: August 10, 2016

Submission Deadline: September 9, 2016 at 2:00 PM

Title and Purpose of ITB:

Improvements to Hangar 1000 at the Venice Municipal Airport Re-Bid

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.: 3040-16

Bid Title: Improvements to Hangar 1000 at the Venice Municipal Airport Re-Bid

PROJECT DESCRIPTION: This project is for various improvements to Hangar 1000 located at the Venice Municipal Airport.

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: September 9, 2016 at 2:00 PM

PRE-BID MEETING: <u>YES</u>

DATE & TIME: August 22, 2016 at 10:00 AM

LOCATION: Venice Municipal Airport, Airport Administration Building, 150 Airport Avenue East, Venice, FL 34285.

Specifications and Bid documents are available by calling Onvia DemandStar at (800) 711-1712 or by their Internet address at <u>http://www.demandstar.com</u>. 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) 882-7422 at no charge.

A non-mandatory pre-bid meeting will be held on August 22, 2016 at 10:00 a.m., Venice Municipal Airport, Airport Administration Building, 150 Airport Avenue East, Venice, FL 34285. Representatives from the City will be present to discuss the overall project and the Invitation to Bid. An on-site visit at the Airport will follow immediately after the pre-bid meeting. Interested Firms are encouraged to attend both meetings.

All questions, comments, or concerns about this ITB must be submitted in writing to Mr. Peter Boers, Procurement- Finance Department, for the City of Venice, Room 204, 401 West Venice Avenue, Venice, FL 34285 or e-mail at pboers@venicegov.com. Mr. Boers is the only designated representative of the City authorized to respond to comments, questions, and concerns. The City will not respond to comments, questions or concerns addressed to any person other than Mr. Boers. If the City determines that a particular comment, question or concern necessitates a global response to all Proposers, the City will issue a clarifying memorandum or addendum. The final day that the City will accept questions will be September 1, 2016 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 # 3040-16: "Improvements to Hangar**

1000 at the Venice Municipal Airport – Re-Bid" and mailed or delivered to the City of Venice- Purchasing Department, 401 W. Venice Ave. Room # 204, Venice, FL 34285, no later than the deadline specified. The City assumes no responsibility for bids received after the bid submittal time or at any location other than that specified, no matter what the reason. Late bids will be held unopened and will not be considered for award.

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

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

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

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

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

CITY OF VENICE, FLORIDA

Publish: Wednesday, August 10, 2016 Saturday, August 13, 2016

SEALED INVITATION TO BID CITY OF VENICE, FLORIDA

ITB# 3040-16

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 <u>http://www.demandstar.com/</u> 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 City of Venice – Purchasing Department 401 W. Venice Ave, Room # 204. Venice, FL 34285

- 6.2 The outside of the envelope/container must be identified with the solicitation number and title as stated above. The envelope/container must also include the Offeror's name and return address.
- 6.3 Submittals may be withdrawn by an appropriate document duly executed (in the manner that a Submittal must be executed) and delivered to the place where Submittals are to be submitted at any time prior to the deadline for submission. A request for withdrawal or a modification must be in writing and signed by a person duly authorized to do so. Evidence of such authority must accompany the request for withdrawal or modification. Withdrawal of a Submittal will not prejudice the rights of an Offeror to submit a new Submittal prior to the opening date and time. After expiration of the period for receiving Submittals, no Submittal may be withdrawn or modified.
- 6.4 Withdrawal of Submittals after Opening Date: Submittals, once opened, become the property of the City and will not be returned to the Offerors. Submittals not so withdrawn before the opening constitute an irrevocable offer for a period of one-hundred-eighty (180) days to provide the City the services set forth in these specifications until one or more of the proposals have been accepted by City staff. No Offeror may withdraw their proposal during this one-hundred-eighty (180) day period.
- 6.5 Number of Submittal Copies: Offerors shall submit four (4) complete sets (one original and three copies) of the submittal complete with all supporting documentation (i.e. photographs, drawings, and exhibits) in a sealed envelope/container marked as noted above.
- 6.6 Proposal Is Not Binding: The Offeror understands that responding to this solicitation does not constitute an agreement or contract with the Offeror. A submittal is not binding until submittal is reviewed and accepted by the appropriate level of authority and both parties execute a contract.
- 6.7 Responsibility for getting a submittal to the City on or before the specified date and time is solely and strictly that of the Offeror. The City will not be responsible for any delay, for any reason whatsoever. Submittals by telephone, telegram, facsimile machines, and Internet, will not be acceptable. Submittals must be received and stamped on the outside of the envelope with the time and date, in the 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 <u>with their offer</u>, 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 <u>www.sarasotataxcollector.governmax.com</u>.
- 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 not withstanding.
- 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-Offerors, 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-Offeror, 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-Offeror 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 Stated 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 he 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, ad 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 o participate in the performance of contracts and subcontracts finance 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 o participate in the performance of contracts and subcontracts finance 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, Unites States Code, Title 18, Section 1020, is herby 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 herby 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," 42U.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

(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.

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Cooperative Procurement with Other Jurisdictions*
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FDEP & US EPA Construction "Notice of Intent"*
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07 21 00Insulation07 41 13Metal Roofing

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RELATED DOCUMENTS

"B" Roof Hugger System

<u>Required Forms List: ITB# 3040-16: Improvements to Hangar 1000 at the Venice</u> <u>Municipal Airport Re-Bid</u>

- Proposal Bond
- Local Preference Form
- o Qualifications Statement
- o Cooperative Procurement with Other Jurisdictions
- o Interest in Competitive Bid
- o Indemnification/Hold Harmless
- o FDEP & U.S. EPA Construction "Notices of Intent"
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- Contractor's Statement of Sub-Contractors
- Drug Free Workplace Certification
- o Scrutinized Company Affidavit and Certification
- Non-Collusion Affidavit
- o Public Entity Crime Information
- o Bid 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 <u>any</u> 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

Questions 1 – 4

941-486-2626.

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:

				Joint VentureOther
exact, correc				
			_ _	
	ct and complete legal dress of the place of		rship, corporation,	trade or fictitious name under which
ect name of	the Offeror is:			
ress of the pi	rincipal place of busi	ness is:		
is a corporat	ion, answer the follo	wing:		
Date of Inco	rporation:			
State of Inco	rporation:			
President's N	Name:			
Vice Preside	ent's Name:			
Secretary's N	Name:			
Treasurer's I	Name:			
Name and ac Agent:	ldress of Resident			
		-		
D. Name, a	address and ownershi	ip units of all partne	ers:	
c. State w	hether general or lim	ited partnership:		
ther than an	individual, corporatio	on partnership, desc	ribe the organization	on and give the name and address of
	Date of Inco State of Inco President's N Vice Preside Secretary's N Treasurer's N Name and ac Agent: n individual Date of D. Name, a	Date of Incorporation: State of Incorporation: President's Name: Vice President's Name: Secretary's Name: Treasurer's Name: Name and address of Resident Agent: n individual or partnership, answo Date of Organization: Name, address and ownersh Name, address and ownersh State whether general or lim	State of Incorporation:	Date of Incorporation: State of Incorporation: President's Name: President's Name: Vice President's Name: Secretary's Name: Secretary's Name: Treasurer's Name: Name and address of Resident Agent: n individual or partnership, answer the following: 0. Name, address and ownership units of all partners:

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.	a. Under what other former names has your organization operated?				
-					
-					
		ACKNOWLEDGEMENT			
State of County of _		SS.			
On this the	day of , personally appea	, 2016, before me, the undersigned Notary Public of the State of and (Name(s) of individual(s)			
who appear he/she/they	red before notary) whose name	e(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that			
		NOTARY PUBLIC, STATE OF			
	OTARY PUBLIC EAL OF OFFICE:	(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 Description	Unit of Measure	Unit Quantity	Unit Cost	Extended Cost
A				
В				
С				
D				
Е				

Total:	\$
--------	----

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 AGENCY	
MAILING ADDRESS				
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 § 112.818(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:					
 The person submitting the bid is: NAME 		POSITION ¥			
The business entity with which the person submitting the bid is as:	sociated is:				
 My relationship to the person or business entity submitting the bid 					
The nature of the business intended to be transacted in the event the	nat 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? 🗆 Yes 🗆 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 \$112.017, A FAILURE TO MARE 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, l	nereby submit accor	dingly 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.

<u>CITY OF VENICE, FLORIDA</u> 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 <u>must also be submitted to the Florida Department of Environmental Protection</u>, NPDES Stormwater Notices Center, MS 2510, 2600 Blair Stone Road, Tallahassee, FL 32399. FDEP forms may be downloaded from the State's web site <u>http://www.dep.state.fl.us/water/stormwater/npdes/</u> 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:

<u>SECTION 1</u>. 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.

<u>SECTION 2</u>. Chapter 9, Water and Sewers, Article V, Prohibited Stormwater Discharges, is deleted in its entirety. <u>SECTION 3</u>. 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.

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

<u>SECTION 5</u>. 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.

<u>SECTION 6</u>. 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.

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

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:

<u>SECTION 1</u>. 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.

<u>SECTION 2</u>. 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.

<u>SECTION 3</u>. 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.

<u>SECTION 4</u>. 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.

<u>SECTION 5</u>. 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, 1996ATTEST: /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 ma	ny years have you been eng	aged in the business under the present firm name?					
List prev	vious business experience: _						
List at le	east three construction refere	ences:					
(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:					

<u>CONTRACTOR'S STATEMENT OF</u> <u>SUB-CONTRACTORS TO BE USED FOR THIS WORK</u>

NAME OF CONTRACTOR:						
BUSINI	ESS ADDRESS:					
LIST SU	JBCONTRACTORS 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 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.
- 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 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. }
	J

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			subscribed			-				-
			his/her drive			-				

Notary Public - State of _____

Print Name: _____

Commission No:_____

NON-COLLUSIVE AFFIDAVIT

Sta	te of]		
Co	unty of SS.		
	being first duly sworn, deposes and says		
tha			
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. Sie	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 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.		
	ned, sealed and delivered he presence of:		
	By:		
	(Printed Name)		
	(Title)		
	ACKNOWLEDGEMENT		
Sta	te of		
Co	unty of		
Ind	this day of, 2016, before me, the undersigned Notary Public of the State of and (Name(s) of ividual(s) who appeared before notary) whose name(s) in/are Subscribed to the written instrument, and she/they acknowledge that he/she/they executed it.		
110/			
	NOTARY PUBLIC, STATE OF		
	AL OF OFFICE:		
	(Name of Notary Public: Print, stamp, or type as commissioned)		
□F	Personally known to me, or Produced Identification: DID take an oath, or DID NOT take an oath		

PUBLIC ENTITY CRIME INFORMATION

following a con contract to prov a contract with a or public work, be awarded or p a contract with excess of the th	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 repres		, being an authorized represent	ative of
the firm of _		, located at	t City:
	State:	Zip:	_, have
read and unders	tand the contents of the Public	e Entity Crime Information and of this	formal
BID/ITB package, hereby submit our proposal accordingly.			
Signature:		Date:	
Phone:		Fax:	
Federal ID#:			

CITY OF VENICE ITB Number # 3040-16 Bid Form

Improvements to Hangar 1000 Venice Municipal Airport

We propose and agree as follows:

<u>Base Bid</u>	Improvements to Hangar 1000 and appurtenances, all as drawn and specifications for the exact sum of \$
<u>Completion Time</u>	We agree to complete the work, broom clean and ready for occupancy in <u>120 calendar</u> days.
<u>Base Bid Total in Wo</u>	<u>rds</u> :
<u>Alternate "A"</u>	The Pressure Cleaning and Painting of the Entire Interior of the Hangar, as indicated on the drawings and within the specifications for the exact sum of .\$
<u>Completion Time</u>	We agree to complete the work, broom clean and ready for occupancy in <u>10 calendar</u> days.
Alternate "A" Total i	n Words:
<u>Alternate "B"</u>	A complete Roof Over, utilizing a Retro-Fit Roof Sub-Framing System, 24-gage metal "R" Roof panels, and all flashing, trim, etc. for the exact
<u>Completion Time</u>	sum of \$ We agree to complete the work, broom clean and ready for occupancy in <u>90 calendar</u> days.
	Completion Time Base Bid Total in Wo Alternate "A" Completion Time Alternate "A" Total in Alternate "B"

Alternate "B" Total in Words:

<u>D.</u> **Unit Pricing** Unit Pricing for structural steel member replacement shall be as indicated below. A quantity of 200 l.f. shall be included within the Base Bid. This Unit Pricing will be utilized to determine a increase or credit to the contract amount, after the exact amount of structural steel replacement is determined during the project\$____/l.f.

Signed _________________________________(By authorized member of the contracting firm)

SAMPLE 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.

WITNESSETH:

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

(1) The Contract Documents consist of this Contract, Performance and Payment Bonds attached hereto as composite Exhibit A and, the City's Invitation to **Bid #3040-16: Improvements to Hangar 1000 at the Venice Municipal Airport Re-Bid**, including: standard general conditions, supplemental conditions, special conditions, technical specifications, drawings, Contractor's bid proposal for ITB #3040-16, all of which are incorporated herein by reference. All of the Contract Documents are made a part of this Contract.

(2) The Contractor shall perform all the work required by the Contract Documents and shall include installation of the listed items per the bid specifications.

(3) The work to be performed under this Contract shall be completed within One Hundred Twenty (120) days of the issuance of the Notice to Proceed by the City.

(4) The City shall pay the Contractor for the performance of the work, in accordance with Exhibit B, subject to the terms and conditions of the Contract Documents and any written change orders, the contract sum not to exceed: ______Dollars & xx/100s (\$_____).

(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 **Two Hundred Fifty Dollars (\$ 250.00) 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.

Contractor agrees to comply with Florida's public records law by keeping and (9) maintaining public records that ordinarily and necessarily would be required by the public agency in order to perform the Engineering Services; upon the request of the City's Custodian of Public Records, by providing the City with copies of or access to public records on the same terms and conditions that City would provide the records and at a cost that does not exceed the cost provided by Florida law; by ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed excepts as authorized by law for the duration of the term of the Contract and following completion of the Contract if the Contractor does not transfer the records to the City; and upon completion of the Contract by transferring, at no cost, to City all public records in possession of Contractor or by keeping and maintaining all public records required by the City to perform the Engineering Services. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If the Contractor has questions regarding the application of Chapter 119, Florida Statues, to the Contractor's duty to provide Public Records relating to this Contract, contact the City's Custodian of Public Records Lori Stelzer, MMC, City Clerk, at 401 West Venice Avenue, Venice, Florida 34285, (941) 882-7390 or lstelzer@venicegov.com.

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

(11) Contractor shall be responsible for compliance with the requirements under Chapter 556, Florida Statutes, the "Underground Facility Damage Prevention and Safety Act." Contractor's obligations to defend, indemnify, and hold harmless the City, as provided for under Section 10 of this Contract, shall specifically apply to any violations alleged against the City under the Underground Facility Damage Prevention and Safety Act related to the performance of the work under this Contract. Contractor acknowledges that included in the various items of the proposal and in the total bid price, are costs for complying with the Florida Trench Safety Act (90-96 Laws of Florida) effective October 1, 1990.

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

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

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

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

(SEAL)

Approved as to Form and Correctness

David Persson, City Attorney

EXHIBIT A

SURETY BONDS

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

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

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

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

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

PUBLIC WORKS PAYMENT BOND

KNOW ALL MEN 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: Bid #3040-16: Improvements to Hangar 1000 at the Venice Municipal Airport Re-Bid 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	

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: Bid #3040-16: Improvements to Hangar 1000 at the Venice Municipal Airport Re-Bid 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 is 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]

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. <u>NO OTHER</u> <u>FORMAT WILL BE ACCEPTABLE.</u>

- 3. The "Acord" certification of insurance form shall be used.
- 4. Required Coverage
 - a) <u>Commercial General Liability</u>: 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) **<u>Business Auto Policy</u>**: 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) <u>Workers Compensation</u>: 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.
 - d) Installation Floater/Installation Builders' Risk–Property Coverage: Policy to cover direct physical loss or damage to materials, supplies, machinery, and equipment being installed, constructed or rigged by the contractor in conjunction with its installation or construction. All items involved in the project including drainage/water sewer pipes, etc. (as included in description of project) need to be insured for the total completed replacement value. Coverage should include perils of fire, theft, vandalism, windstorm/hail, collapse and transit, sewer backup, testing, equipment breakdown, waterborne property. Coverage shall start when the items to be installed are transported to City premises and remain in place until the interest of the contractors ceases or the City accepts possession whichever comes first Coverage should

apply to owned property and non-owned property in the contractor's care, custody and control. The installation coverage forms shall provide coverage for building materials and supplies at the construction site, in transit to the site and similar property intended for the construction project at other locations as necessary or because of lack of storage space at the construction site. Coverage should apply on a Primary basis and should include a Waiver of Subrogation. Contractor should be responsible for any deductibles.

- **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.

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 out mailing list for future solicitations for the described product/service.

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

Bid Open/Close Date: September 9, 2016 at 2:00 PM

Bid Number: **3040-16**

Description: Venice Municipal Airport

Contact: Peter Boers, 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	Τ-1Ν	

Payment Request No.	Engineering No.
Project –	Bid No. Purchase Order No.
Finance Acct No.	Completion Date
Contractor	Period Ending

CONTRACTOR'S APPLICATION FOR PAYMENT

STATEMENT OF WORK

Original Contract Price	Work to Date	
Net Change Order	10% Retainage	
Current Contract Price	Sub Total	
Work to Date	Previous Payments	
Work to be Done	Due This Payment	

The undersigned Contractor hereby swears under penalty of perjury that (1) all previous payments received from the Owner on account of work performed under the contract referred to above, have been applied by the undersigned to discharge in full, all obligations of the undersigned incurred in connection with work covered by prior Application for Payment under said contract, being Application for Payment numbered 1 through ______, inclusive; and (2) all materials and equipment incorporated in said project or otherwise listed in or covered by, this Application for Payment, are free and clear of all liens, claims, security interests and encumbrances.

By:	Public Works	Date:
By:	Engineering	Date:
Ву:	Purchasing	Date:
Ву:	Finance	Date:

SECTION 00 72 00

SUPPLEMENTAL GENERAL CONDITIONS

PART 1 - GENERAL

01.01 **Instructions**:

- A. The Construction/Contract Documents (plans and specifications) are co-operative; the specifications are intended to cover in general, the requirements as to quality and character of materials and workmanship; the plans, together with such notes thereon, will set forth specific requirements as for the Work, and such notes shall be considered as in full force and effect, though such requirements may not be particularly mentioned in the specifications.
- B. All Work shall confirm to the Contract Documents. No change shall be made without written permission from the Architect. Where detailed information is lacking, the Contractor shall, before proceeding, refer the matter to the Architect who will furnish the information with <u>reasonable promptness</u>. If any errors or omissions appear in the Contract Documents, after receiving same, *notify the Architect in writing of such errors or omissions*. If the Contractor fails to give such notice, <u>he will be held responsible for the results of any such error or omission and for the expense of rectifying them</u>.

01.02 Intent:

A. It is the purpose of these plans and specifications to provide for the complete construction and finishing in all phases of this project. Materials and construction methods are to meet all Local Codes, Revisions, and Ordinances and are to comply with the Florida Building Code. The finished project will also meet all requirements for Accessibility Codes and Standards for Physically Handicapped Persons, as stated in Chapter 553, Part V Bureau of Codes and Standards and will comply with all Local, County, and State Building Codes.

01.03 **Contractor Inspection**:

A. The Contractor shall visit the site and familiarize himself with the location and all conditions that may effect the proposed Work and with all aspects of the new Work, as they relate to existing building, structure and appurtenances. <u>No claims for additional allowances will be granted because</u> <u>lack of knowledge of such conditions</u>.

01.04 **Permits, Rules and Ordinances**:

A. The Contractor shall, at his own cost, obtain all necessary permits, and shall comply with all State, County, and Local Ordinances, Codes and Regulations of the Work to be completed.

01.05 **Social Security and Withholding and Taxes**:

A. The Contractor shall compute in his estimate and properly pay and discharge any obligation due the United States of America and/or State of Florida under the provisions of the Federal Social Security and Withholding Tax Laws.

01.06 **Sales Tax**:

A. The Contractor and/or sub-contractor shall include in his estimate and shall properly pay and discharge any obligation due the State of Florida under the provisions of the State Sales Tax Laws.

01.07 **Contractor's Insurance**:

- A. Before performing any work, the Contractor shall procure and maintain, during the life of the Contract, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best and Company rating of no less than A:VII. No changes are to be made to these specifications without prior written specific approval by the City.
 - 1. The City of Venice is to be specifically included as an <u>ADDITIONAL</u> <u>INSURED</u>.
 - 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) <u>Commercial General Liability</u>: 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) **<u>Business Auto Policy</u>:** 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) <u>Workers Compensation</u>: 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.
- d) Installation Floater/Installation Builders' Risk-Property Coverage: Policy to cover direct physical loss or damage to materials, supplies, machinery, and equipment being installed, constructed or rigged by the contractor in conjunction with its installation or construction. All items involved in the project including drainage/water sewer pipes, etc. (as included in description of project) need to be insured for the total completed replacement value. Coverage should include perils of fire, theft, vandalism, windstorm/hail, collapse and transit, sewer backup, testing, equipment breakdown, waterborne property. Coverage shall start when the items to be installed are transported to City premises and remain in place until the interest of the contractors ceases or the City accepts possession whichever comes first Coverage should apply to owned property and non-owned property in the contractor's care, custody and control. The installation coverage forms shall provide coverage for building materials and supplies at the construction site, in transit to the site and similar property intended for the construction project at other locations as necessary or because of lack of storage space at the construction site. Coverage should apply on a Primary basis and should include a Waiver of Subrogation. Contractor should be responsible for any deductibles.

01.08 **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.

01.09 Hold Harmless Clause:

A. The Contractor covenants to indemnify and save harmless the Owners from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description suffered or sustained by the Owner or brought against the Owner or by anyone or more of same, by reason of any act or omission of the said Contractor, the Contractor's agent or employees, in any manner relating to the execution of the Work or in guarding the same. This covenant shall continue during the period of construction and shall terminate upon satisfactory final completion of the work and acceptance by the Owner.

01.10 Materials and Workmanship:

- A. The name or make of any article, device, material, fixture, etc., named in this Specification (whether or not the expression "or equal" or "or approved equal" is used) shall be known as a 'Standard.
- B. All work shall be new in both workmanship and materials and shall be of the highest quality. Any faulty materials or workmanship will be rejected and shall be removed and replaced by the Contractor without additional cost to the Owner. All work shall be plumb, true, neatly finished, and complete.
- C. No substitution of 'Standard' shall be made unless written approval is given by the Architect.

01.10 Materials and Workmanship: - (Continued)

- D. All manufactured articles, materials, and equipment shall be applied, connected, erected, used, cleaned, and conditioned in accordance with manufacturer's printed directions or instructions prior to the final acceptance of the project.
- E. Wherever any product is specified in accordance with the Federal Specifications, ASTM Standard, and American Standard Specification or other Association Standard, the Contractor shall present an affidavit from the manufacturer certifying that the product complies with the particular standard specification. Where requested or specified, support test data shall be submitted to substantiate compliance.

01.11 Uncovering and Correction of Work:

A. The making of final payment shall not waive any claim for faulty work appearing after final payment for failure to adhere strictly to the Construction Documents. If any part of the Project is guaranteed for a longer period under said Construction Documents, such a longer period shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment or workmanship for **one** (1) year from the date of Final Completion and Acceptance by the Owner. If within any guaranteed time, repairs or changes are required in connection with guaranteed work, which in the opinion of the Architect, are rendered necessary as a result of the use of materials, equipment or workmanship which are defective or not in accordance with the terms of the Contract, the Contractor shall within thirty (30) days of receipt of written notice from Owner and without expense to the Owner, place in satisfactory condition in every particular all of such guaranteed work, correct all defects therein and make good all damages to structure, site, equipment or content thereof.

01.12 Changes in the Work:

A. Unless otherwise established, any additional work caused by change shall be paid for at the cost plus Ten Percent (10%) and should any credit occur because of such change, deduct the cost plus Five Percent (5%). Cost shall mean actual receipted cost and shall not include overhead and profit. No change in the project or substitution in materials or methods shall be valid, unless received by Owner or Architect in writing. No agent, employee, or Officer of the Owner, Architect, Engineer, or other person shall have the right to authorize changes in any other manner.

01.13 **Owner Supplied Equipment or Services**:

- A. The Owner shall supply the following equipment and/or products to be included within the project's scope of work. The cost of these items are <u>not</u> to be included within the General Contractor's Base Bid. The coordination and installation (except as noted on the Drawings) <u>shall be</u> included in the Base Bid:
 - 1. The Owner will provide a Construction Debris Container and all dump fees associated with this project.
 - 2. Owner will provide barricades to close staging area.

PART 2 - PRODUCTS

Not Applicable

PART 3 - EXECUTION

Not Applicable

END OF GENERAL CONDITIONS SECTION 00 72 00

SECTION 01 11 00

SUMMARY OF WORK

PART 1 - GENERAL

01.01 Work Covered in Contract Documents:

- A. Project Description: Improvements to Hangar 1000 at the City of Venice Municipal Airport - Sarasota County, Florida.
- B. The scope of work consists of all work indicated on the Contract Documents, including this Project manual, and shall include, but is not limited to, the following:
 - 1.
 - 1. The removal of all existing skylights, caulking, sealants, and adhesive materials, and the installation of new "R" panel material to cover the void left by the skylights;
 - 2. The removal of all roof vent units, operator levers and control cables throughout Hangar building, and the installation of ridge cap to cover voids;
 - 3. The removal and replacement of the eave and rake trim. The complete removal of the gutter and downspouts from entire hangar building; no new gutter or downspouts will be installed as part of the project;
 - 4. The replacement of any damaged metal wall panels and trim pieces, that are damaged beyond repair. New panels to be "galvanized" finished panels;
 - 5. The replacement of all damaged structural steel. The Contractor shall include an allowance of 200 linear feet of structural steel replacement, which will include the removal, supply, and installation of new structural steel. The Contractor shall indicate the unit linear foot price on his proposal (where indicated) that will later be used in determining the final line item amount;
 - 6 The removal and disposal of any miscellaneous signage and items remaining within the units;
 - 7. The removal **(and storage)** of the exterior Building Number signage on the East and West ends, and the reinstallation of the signage at the end of the project;

01.01 Work Covered in Contract Documents: - (Continued)

- 8. The removal and replacement of all hangar door pulls/openers, hasps, drop pins, hangar door rollers, any rubber door seals, and all bay numbers.
 - a. New Door Pulls shall be Stanley 7-7/8" x 2-1/4" #4 US2C Bright Zinc - Class # SP482 - EDP #81-0590, or equal.
 - b. New Hasps shall be Stanley 7-1/2" US2C Bright Zinc -Class #SP915 - EOP # 77-9155, or equal. Installation of configuration may be modified on a door by door basis, depending on the existing door condition.
 - c. The drop pins shall be replaced with new Cane Bolts and shall include the core drilling of the existing hole, concrete patching of existing hole and the drilling of a new hole, to ensure a tight fit. New Cane Bolts shall be standard iron gate accessory, each location shall be reviewed and accessed on an individual basis to insure functionality.
 - d. All existing Hangar Door rollers shall be replaced; New Bottom Rollers shall be Fairbanks N-32-6 and Upper Guide-Rollers shall be Grainger #40L476 (or equal).
 - e. New Rubber Doors Seals shall be Aero Rubber Company EPDM Rubber, 70 +/- 5 durometer, black, with 2 ply cotton/polyester blended cloth insertion, compound #AER70EP30020 - (.125" thick +/- .020" x 9.0" wide +/-.0062), or equal. (800) 662-1009.
 - f. New Bay Numbers shall be 4" and match existing with like kind.
- 9. The completed preparation and painting of the hangar's exterior, with a "dryfall paint;"
- 10. The removal of all electrical components and fixtures; and the installation of all new electrical wiring, new stainless steel 125 amp panel, new LED light fixtures, and new outlets and switching.
- 11. Owner will remove all fire extinguishers prior to commencement and reinstall before City of Venice Final Inspection. Contractor to leave in place all fire extinguisher mounting brackets.
- 12. Time to Completion: 120 days

01.02 Schedule of Alternates:

- A. Alternate "A"
 - 1. Pressure Clean the entire interior of the Hangar; scrape and/or water blast all chipping or peeling paint; clean all exposed surfaces with xylene and apply two (2) coats of DTM paint to all interior surfaces.
 - 2. Time to Completion: 10 days
- B. Alternate "B"
 - 1. The complete Roof Over, utilizing a Retro-Fit Roof Sub-Framing System, 24 gage Metal "R" Roof panels, and all flashing, trim, etc.;
 - 2. Time to Completion: 90 days

01.03 Use of Premise:

A. *General*: Contractor and Construction Superintendent shall have restricted use of premises for construction operations, including use of Project site, during the construction period. Contractor's use of premises is limited by Owner's mandated constraints and right to perform work or to retain other contractors on portions of Project.

01.04 Work by Owner:

- A. Owner will provide a construction debris container and all dump fees.
- B. Owner will provide barricades to close the staging area.

PART 2 - PRODUCTS

Not Applicable PART 3 - EXECUTION

Not Applicable

END OF SUMMARY OF WORK SECTION 01 11 00

Construction Specifications

for the

IMPROVEMENTS

to

Hangar 1000

City of Venice Airport

located at

The City of Venice Municipal Airport City of Venice, Florida

Sarasota County

Architect's Project Number: HL 15-1040

City of Venice Project Number: **AP0014**

City of Venice Bid Number: 3040-16

Specifications Date: November 01, 2015

as prepared by:

HIBNER + LEVINE & ASSOCIATES 412 SOUTH TAMIAMI TRAIL VENICE, FLORIDA 34285



SECTION 01 11 16

WORK BY OWNER

PART 1 - GENERAL

01.01 **Owner Provided Items and Services**:

- A. The Owner will supply the following services and/or products to be included within the Project's scope of work. The cost of these items are <u>not</u> to be included within the Contractor's Base Bid, but the coordination shall be included.
 - 1. The Owner will provide a Construction Debris Container and the dump fees.
 - 2. The Owner will provide barricades to close the Staging Area.

PART 2 - PRODUCTS

Not Applicable

PART 3 - EXECUTION

Not Applicable

END OF WORK BY OWNER SECTION 01 11 16

SECTION 01 31 19

PRE-CONSTRUCTION MEETING

PART 1 - GENERAL

01.01 **General**:

A. There will be a Pre-Construction Meeting held at the site; the date and time will be determined after the Construction Contract signing. The meeting will begin in the Airport Administration Building (150 East Airport Avenue) and will continue on site.

01.02 Attendance:

- A. General Contractor
- B. General Contractor's Superintendent
- C. Architect
- D. City Airport Director (Owner)
- E. Airport's Maintenance Manager (Owner)
- F. Electrical Contractor
- G. Metal Roofing Contractor
- H. Painting Contractor

01.03 Suggested Agenda:

- A. Inspect Project Site;
- B. The Scheduling of the Weekly Progress Meetings (day and time);
- C. Review the requirement of Submittals that are to be received by the Contractor;
- D. Submission and Review of Construction Schedule;
- E. Discuss any potential issues and/or problems Contractor(s) may foresee;
- F. Airport Safety and Security.

PART 2 - PRODUCTS

Not Applicable

PART 3 - EXECUTION

Not Applicable

END OF PRE CONSTRUCTION MEETING SECTION 01 31 19

SECTION 01 73 29

CUTTING AND PATCHING

PART 1 - GENERAL

- 01.01 **Summary**:
 - A. This Section includes procedural requirements for cutting and patching.

01.02 **Definitions**:

- A. *Cutting*: Removal of existing construction necessary to permit installation or performance of other Work.
- B. *Patching*: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

01.03 **Quality Assurance**:

- A. *Structural Elements*: Do not cut and patch structural elements in a manner that could change their load-carrying capacity of load-deflection ratio.
- B. *Visual Requirements:* Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

PART 2 - PRODUCTS

02.01 Materials:

- A. *Existing Materials:* Use materials identical to existing materials. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
 - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of existing materials.

PART 3 - EXECUTION

03.01 **Examination**:

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
 - 1. *Compatibility:* Before patching, verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
 - 2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

03.02 **Preparation**:

- A. *Temporary Support:* Provide temporary support of Work to be cut.
- B. *Protection:* Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

03.03 **Performance**:

- A. *General:* Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without a delay.
 - 1. Cut existing construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
 - B. *Cutting:* Cut existing construction by sawing, drilling, breaking, grinding, and similar operations, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. *Existing Finished Surfaces:* Cut or drill from the exposed or finished side into concealed surfaces.

END OF CUTTING AND PATCHING SECTION 01 73 29

SECTION 02 41 00

DEMOLITION

PART 1 - GENERAL

01.01 **Description**:

A. *Scope of Work*: The work under this Section includes but not limited to, providing all labor, materials, equipment, and services required to perform all operations in connection with demolition, as indicated within the Contract Documents, and as herein specified:

The Contractor shall remove and dispose of (unless otherwise noted) the following:

- 1. All existing skylights, caulking, sealant, and adhesive materials;
- 2. All existing roof vent units, operator levers, and control cables throughout Hangar building;
- 3. The existing eave and rake trim, and the gutter and downspouts from entire hangar building;
- 4. Any indicated damaged metal wall panels and trim pieces;
- 5. Any damaged structural steel;
- 6. All hangar door pulls/openers, hasps, drop pins, hangar door rollers, rubber door seals, and all bay numbers;
- 7. Remove any miscellaneous signage and items remaining within the units;
- 8. The removal **(and storage)** of the exterior Building Number signage on the East and West ends;
- 9. All electrical components and fixtures.

01.02 **Definitions**:

- A. *Remove*: Detach items from existing construction and legally dispose of within City provided dumpster, unless items can be salvaged or recycled.
- B. *Existing to Remain*: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed.

01.03 Site Investigation:

A. Examination of Site: The Contractor shall visit the Site of the Work and inform himself fully, as to the conditions within the area and the area surrounding the Site.

01.04 **Protection**:

- A. Take all precautions necessary to protect adjacent buildings and property and provide for the safety of the public. The Contractor shall take every precaution to guard against any movement or settlement of existing or new construction and shall provide at his own expense, all bracing or shoring necessary in connection therewith.
- B. The Contractor shall be entirely responsible for the strength and adequacy of all bracing and shoring, and for the safety and support of each construction, utilities, etc., and for any movement, settlement, damage or injury thereto.

01.05 **Project Conditions**:

- A. Maintain access to all taxiways, air strips, and other adjacent not within the project or staging area. Do not close or obstruct any taxiways, driveways, or other adjacent areas without 24 hour notice (in writting) to the Architect and the Airport Manager.
- B. Before the commencement of the project, the Owner will remove the fire extinguishers within each bay and store until near completion of the project. The Owner will reinstall the extinguishers prior to the final walk thru inspection by the City of Venice and Fire Marshall. The Contractor shall keep in place all existing hanging brackets for the extinguishers.
- C. Any remaining miscellaneous items within the bays at the commencement of the project shall be removed as part of the Contractor's scope of services.
- D. Storage or sale of removed items or materials on-site is not permitted.

PART 2 - PRODUCTS

Not applicable

PART 3 - EXECUTION

03.01 **Examination**:

A. Survey the existing conditions and correlate with requirements indicated to determine extend of building demolition required.

03.01 **Examination**: - (Continued)

- B. Inventory and record the condition of items to be removed and salvaged.
- C. When unanticipated electrical, or structural elements are encountered, investigate and measure the nature and extent of the element. Promptly submit a written report to the Architect.

03.02 **Preparation**:

- A. *Temporary Shoring:* Provide and maintain any interior or exterior shoring, bracing, or structural support to preserve stability and prevent unexpected movement or collapse of construction due to the replacement of any structural steel.
 - 1. Strengthen or add new supports when required during progress of replacement.
- B. *Removed and Salvaged Items:*
 - 1. Clean any salvaged items of dirt and demolition debris.
 - 2. Store items in a secure area unit reinstallation.

03.03 **Protection**:

A. *Existing Items to Remain:* Protect construction indicated to remain against damage and soiling during demolition.

03.04 **Demolition - General**:

- A. *General:* Demolish/Remove any indicated existing components completely. Use methods required to complete the Work within limitations of governing regulations and as follows:
 - 1. Do not use cutting torches until work area is cleared of flammable materials. Maintain fire watch and portable fire-suppression devices during flame-cutting operations.
 - 2. Maintain adequate ventilation when using cutting torches.
- B. *Site Access and Temporary Controls:* Conduct building demolition and debris-removal operations to ensure minimum interference with taxiways, runways, and other adjacent occupied used facilities.
 - 1. Do not close or obstruct any taxiway, runway or areas not within the work project site or staging area without permission from Owner and authorities having jurisdiction. Provide alternate routes if required by authorities having jurisdiction.

03.05 **Repairs**:

- A. *General:* Promptly repair damage to adjacent asphalt or concrete caused by building demolition operations.
- B. When repairs to existing surfaces are required, patch to produce surfaces suitable for new materials.
- C. Restore exposed finished of patched areas and extend restoration into adjoining construction in a manner that eliminates evidence of patching and refinishing.

03.06 **Disposal of Demolished Materials**:

A. Owner to provide dumspter and pay for dumpster fees for the entire length of the Construction process.

END OF DEMOLITION SECTION 02 41 00

SECTION 07 21 00

INSULATION

PART 1 - GENERAL

01.01 Scope of Work:

A. The work covered under this section includes, but is not limited to, the furnishing of all materials, labor, equipment, and services necessary for the complete installation of all insulation as shown on the plans and/or herein specified.

PART 2 - PRODUCTS

02.01 Materials:

A. Roof Insulation is to be installed on top of the existing roof, under the new R-Panel Metal Roof System and shall consist of not less than 2" of Fiberglass insulation compressed to fit within the space.

PART 3 - EXECUTION

03.01 **Installation**:

- A. Use only recommended materials and apply in strict accordance with the manufacturer's specifications.
- B. Install only as much material each day as can be properly covered by roofing installer.
- C. Roof insulation, as required, is to be applied over the entire area.

03.02 Guaranty:

A. All work and materials covered under this section shall be guaranteed to be free from all defects in materials and/or workmanship for a period of one (1) year from the date of Final Completion/Certificate of Completion, as issued by the City of Venice.

END OF INSULATION SECTION 07 21 00

SECTION 07 41 13

METAL ROOFING

PART 1 - GENERAL

01.01 **Related Documents**:

- A. Drawings and general provisions of the Contract and Division 01 Specification Sections, apply to this Section.
- B. Product guide specification, as provided by Roof Hugger, Inc., providing all proprietary and required information related to the structural retrofit sub-framing system.

01.02 **Summary**:

- A. The work covered under this section includes, but is not limited to, the furnishing of all materials, labor, equipment, and services necessary for the complete installation of a Structural Retrofit Sub-Framing System with new "R-Panel" metal roof system; including all formed metal members, bracing, connection members, clips, anchor screws, required trim, flashings, ridges, copings, penetration flashing, edging, and appurtenant parts, to form a complete weather tight system in accordance with all specifications and applicable drawings.
- B. These requirements shall also include all angles, channels, and appurtenances, for the completion of overhangs, roof openings and penetrations, and all secondary framing.

01.03 **Quality Assurance**:

- A. *Manufacturer's Qualifications*:
 - 1. Panel manufacturer shall have been in business, as a metal roof panel manufacturer, for a minimum of five (5) years.
 - 2. Panels specified in this section shall be produced in a factory environment (not job site roll formed) with fixed-base roll forming equipment assuring the highest level of quality.
- B. Installer Qualifications:
 - 1. Installer must be approved in writing by panel manufacturer stating that installer is an " **Approved Installer**," and has been trained by the manufacturer. Manufacturer's certification letter shall be attached to Contractor's "List of Subcontractors" at bid time.

01.03 **Quality Assurance**: - (Continued)

- 2. Prior to the installation of any roofing system, a **Pre-installation Conference** shall be conducted at the project site. This Conference shall be attended by the Owner, Architect, Contractor, Project Superintendent, and Roof Applicator.
- C. *Applicable Erection Tolerances*:
 - 1. *Maximum variation from true planes or lines:*
 - a. ¹/₄" in 20'-0"; ³/₈" in 40'-0" or more
 - b. Failure to meet these variations will cause rejection of the material and installation.
- D. System Performance Requirements:
 - 1. Metal Roof System must have been tested in accordance with Underwriters Laboratories, Inc. (UL) Test Method 580 "Tests for Uplift Resistance of Roof Assemblies."
 - 2. System must be installed in full accordance with all instructions, requirements, and specifications issued by the manufacturers of both the structural sub-framing and the metal roofing panels.
 - 3. Metal Roof System must be tested in accordance with **ASTM E 1592-95** for negative loading with AISI specifications. Determine panel bending and clip-to-panel strength by testing in accordance with ASTM E 1592-95.
 - 4. Metal Roof System must have details, engineering calculations, computer printouts and data examined by the ICBO Evaluation Services, Inc. and have been found to comply with the 2014 Florida Building Code.
 - 5. Metal Roof System must meet the air-infiltration requirements of ASTM E 1680-95 when tested with 6.24 PSF pressure differential with resulting air infiltration of .0071 cfm/sq. ft.
 - 6. Metal Roof System must qualify for a Class 4 rating when tested in accordance with Underwriters Laboratories, Inc. UL-2218 "Test Standard For Impact Resistance."
 - 7. Metal Roof System must meet the water penetration requirements of ASTM E 1646-95 when tested with a 12.00 psf pressure differential with no uncontrollable water leakage when five gallons per hour of water is sprayed per square foot of roof area.

01.04 **Submittals**:

- A. Complete Shop Drawings are required.
- B. *Manufacturer's Product Data:* Submit for each component in the roof system.
- C. Certification: Manufacturer's certification of installer.
- D. *Calculations:* Submit calculations verifying that screw attachments and panel performance meets with the uplift pressures designated on the drawings, that are signed and sealed by a **Professional Structural Engineer, registered in the State of Florida** and employed by the Metal Roofing Manufacturer, for all items included with the proposed system.
- E. *Shop Drawings:* Shall be in scale large enough to clearly show all details. Shop Drawings shall include dimensions of fabricated work; reference dimensions to structure; type, size and spacing of fasteners; materials thickness and finish; layout showing panel length used in each area; details of each type roof penetration and coordination with other trades. All shop drawings shall be completed and approved by the Metal Roofing Manufacturer and signed and sealed by a Florida registered Professional Engineer. Drawings completed by the Contractor or Installer will NOT be accepted.
- F. *Test Reports:* Submit certified test results by a recognized testing laboratory or manufacturer's lab (witnessed by a professional engineer) in accordance with specified test method for each panel system.
- G. *Samples:* Submit at least two (2) samples of panel section, at least 2'-0" in length by full width, indicating thickness, profile, texture and color.

01.05 **Delivery, Storage and Handling**:

- A. Protect components during fabrication, shipment, storage, handling and erection from mechanical abuse, stains, discoloration and corrosion. No panels will be accepted that have become warped or bent due to mishandling or any other reason.
- B. Provide protective material between contact areas of exposed surfaces to prevent abrasion during shipment, storage and handling.
- C. Store materials off ground providing for drainage; under cover providing for air circulation. Protect from wind movement, foreign material contamination, mechanical damage, cement, lime or other corrosive substances.
- D. Inspect materials upon delivery. Reject <u>and remove</u> physically damaged or marred material from project site.

01.06 **Design Performance Criteria**:

A. *Thermal Movement*:

- 1. Metal roofing and flashing system shall be capable of withstanding expansion and contraction of components caused by changes in temperature without buckling, producing excess stress on structure, anchors or fasteners, or reducing performance ability.
- 2. Interface between panel and clip shall provide for sufficient thermal movement from a temp range of 110° F. along to longitud. direction.
- 3. Location of metal roofing rigid connector shall be designed for job conditions by roofing system manufacturer.
- B. Design Criteria Requirements:
 - 1. Design criteria shall be in accordance with the standards and requirements set forth in the most current **ASCE**.
 - 2. **Dead Loads** shall be the weight of the R-Panel Metal Roof System. and the Structural Retrofit Sub-Framing System Collateral loads, such as sprinklers, mechanical and electrical systems, and ceilings, shall not be attached to the panels.
 - 3. The panels and concealed anchor clips shall be capable of supporting a minimum uniform **live load** of 20 psf.
- 4. The design **wind uplift** for the roof system shall be as shown on the contract drawings or as listed within this section. The design uplift force for each connection assembly shall be that pressure given for the area under consideration, multiplied by the tributary load area of the connection assembly. The safety factor listed below shall be applied to the design force and compared against the ultimate capacity. Prying shall be considered when calculating fastener design loads.
 - a. As a single fastener in each connection 3.0
 - b. Two or more fasteners in each connection .. 2.25
 - 5. The installed roof system shall withstand positive and negative design wind loading pressures, based on a wind speed of **155 mph**, complying with the values indicated below:

	Negative
Main Roof Area Zone r_c , f_j	– 44.060 psf
Ridges, Eaves, RakesZone Sj	- 93.020 psf
Corner Rake, Ridge Rake Zone C	- 93.020 psf

01.06 **Design Performance Criteria**: - (Continued)

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- 6. Installed roof system shall carry positive uniform design loads with a maximum system deflection of L/240 as measured between purlins of the system.
- C. Roofing Systems qualifying under, <u>only</u> Underwriters' Laboratories, Inc. (UL), wind uplift resistance classification UL 90, **shall not qualify** for this application or installation.
- D. Capacities for gauge, span or loading other than those tested may be determined by interpolation of test results within the range of test data. Extrapolation of conditions outside test range are not acceptable.

PART 2 - PRODUCTS

02.01 Metal Roofing System:

A. Acceptable products are subjected to strict compliance with these specifications. Roof panels and structural support system, down to but not including purlin, must be *specified by manufacturer*.

02.02 Materials:

- A. *Panel material:* 36" wide "R-Panel" with a minimum **24 gauge** 50,000 psi minimum yield strength galvalume smooth as per ASTM A792. Only primary coil material shall be used.
- B. *Flashing and flat stock materials:* Fabricate in profiles indicated on drawings of same material, thickness, and finish as roof system, unless indicated otherwise.
- C. *Structural RetroFit Roof Sub-Framing System:* Provided by "Roof Hugger, Inc." or equal, in full accordance with Manufacturer design, engineering and approval.
- D. *Fasteners:* Self-tapping screws, bolts, nuts, self-locking rivets, self-locking bolts, end-welded studs and other suitable fasteners designed to withstand design loads.
 - 1. Use corrosion-resistant steel or stainless steel fasteners for exterior application and galvanized or cadmium-plated fasteners for interior applications.

02.02 Materials: - (Continued)

2. Provide exposed fasteners with heads matching color of roof or wall panel by means of plastic caps or factory-applied coating.

- 3. Provide metal-backed neoprene washers under heads of exposed fasteners bearing on weather side of panels.
- 4. Locate and space exposed fasteners in true vertical and horizontal alignment. Use proper tools to obtain controlled uniform compression for positive seal without rupture of neoprene washer.
- E. *Accessories:* Except as indicated as work of another specification section, provide components required for a complete roof panel system, including trim, copings, fascia, corner units, ridge closures, clips, seam covers, flashing, sealant, gaskets, fillers, closure strips and similar items. Match materials and finishes or panels.
 - 1. *Closure Strips:* Metal Roof System must be installed with die cast metal closures at all ridge and high eave transitions. These die cast metal closures must be installed with Tri-Bead Tape Sealant and fasteners that stitch the panel to a 16 gauge preformed backer plate to insure a positive compression of the tape sealant. The use of a continuous angle butted to the panel ends to form a closure is **not acceptable**.
- 2. *Sealing Tape:* Pressure-sensitive 100 percent solids polyisobutylene compound sealing tape with release paper backing. Provide permanently elastic, nonsag, nontoxic, non-staining tape.
 - 3. *Joint Sealant:* One-part elastomeric polyurethane, polysulfide or silicone runner sealant only as recommended by the building manufacturer.

02.03 Metal Finishes:

- A. *Exposed Surfaces:* Apply coatings either before or after forming and fabricating panels, as required by coating process and as required for maximum coating performance capacity. Protect coating either by application of stripping form or by packing plastic film or other suitable material between panels in a manner to properly protect the finish. Furnish air-drying spray finish matching color for touch-up.
 - 1. Color:
 - a. Roof Panels Standard Galvalume
 - b. Fascia Panels Standard Galvalume

02.03 Metal Finishes: - (Continued)

B. *Durability:* Provide coating that has been field tested under normal range weathering conditions for minimum of 20 years without significant peel, blister, flake, chip, crack or check in finish; without

chalking in excess of No. 8 in accordance with ASTM D 659; and without fading in excess of 5 NBS units.

- C. *Physical Characteristics of Exterior Coating:*
 - 1. The physical characteristics of the 24 gage factory formed (Galvalume AZ-5) per ASTM Specification.
 - 2. The physical characteristics of the exterior coating shall be measured by the following laboratory weather simulating tests to obtain test results justifying a manufacturer's 10 year warranty:
 - a. Humidity Resistance at 100° F and 100% R.H. in accordance with ASTM D-2247.
 - b. Salt Spray Resistance at 5% Salt Fog per ASTM B-117.
 - c. Reverse Impact Resistance in accordance with ASTM D

02.04 **Panel Fabrication**:

- A. *Configuration:* Fabricate and finish panels and accessories at the factory to greatest extent possible, by manufacturer's standard procedures and processes, as required to fulfill indicated performance requirements demonstrated by laboratory testing. Comply with indicated profiles and dimensional requirements and with structural requirements.
- B. <u>Fabricate panel joists</u> with captive gaskets or separator strips, which provide a tight seal and prevent metal-to-metal contract in a manner that will minimize noise from movements within panel system.
- C. *Roof Panels:* 24 gauge x 3'-0" nominal width, factory roll formed, 24 gauge galvanized (Galvalume AZ-50), per ASTM specification A792 profile to match MBCI "R-Panel." Manufacturer's standard factory-formed R-Panel roof panel system designed for mechanical attachment of panels to structural retro-fit sub-framing. Form panels of 24-gauge (0.029-inch) aluminum-zinc-coated steel sheets.
- D. Panel Length: Only full length panels will be accepted. No joints or laps will be allowed. Panels shall run full length from eave to ridge.

PART 3 - EXECUTION

03.01 Workmanship:

A. Workmanship shall be in accordance with the highest standards of accepted current practice in the various craft divisions of the trade and only full qualified, experienced craftsmen shall be engaged to execute the work. All workmanship shall conform to the current A.I.S.C. specification for Fabrication and Erection of Structural Steel Buildings and the A.I.S.C. Code of Standard Practice. All work shall be in strict compliance with the recommendations of manufacturer.

03.02 **Panels, Supports, and Anchorage**:

A. Secondary structural panel support members and anchorage shall be installed in accordance with AISC Manual of Steel Construction "Code of Standard Practice."

03.03 **Panel Installation**:

- A. *General:* Comply with manufacturer's instructions and recommendations for installation, as applicable to project conditions and supporting substrates. Anchor panels and other components of the work securely in place, with provisions for thermal and structural movements.
 - 1. Field cutting of exterior panels by torch is not permitted.
 - 2. Install panels with surface fasteners.
- B. *Allowance for thermal expansion:* Metal roof system shall be designed, fabricated and installed to allow relative movement between roof panels and support framing, gables and ridges due to thermal expansion and contraction without causing damage to the system or permanent deformation to any of the system components. Roof panel end laps shall allow panels to expand and contract without damage to end laps seams.
- *C. Accessories:* Install components required for a complete roof or wall panel system, including trim, coping, fascia, gravel stops, mullions, sills, corner units, ridge closures, clips, seam covers, battens, flashing, sealant, gaskets, fillers, closure strips and similar items.
- D. *Joint Sealers:* Install gaskets, joint fillers and sealant where indicated and where required for a weatherproof performance of panel systems. Provide types of gaskets, sealant and fillers indicated or, if not otherwise indicated, types recommended by panel manufacturer.

03.03 **Panel Installation**: - (Continued)

1. Provide weather seal under ridge cap. Flash and seal roof panels at eave and rake with rubber, neoprene or other closures to exclude weather.

- 2. Refer to other sections of these specifications for product and installation requirements applicable to indicated joint sealers.
- E. Structural Retro-Fit Sub-Framing System: Install new "Roof Hugger" system in full accordance with manufacturer's details, specifications, and engineering requirements.

03.04 **Preparation**:

- A. *Inspection:*
 - 1. Examine the alignment and placement of the purlin framing system before proceeding with installation of "R-Panel" Metal Roofing system. Contractor to verify field dimensions.
- B. *Pre-roofing Conference:*
 - 1. Prior to beginning metal roofing work, a pre-roofing conference shall be held to review work to be accomplished.
 - a. Contractor, Metal Roofing Subcontractor, and all other subcontractors who have equipment penetrating roof of whose work involves access to roof shall be present.
 - b. Contractor shall notify Architect and others attending meeting at least three (3) days prior to time of conference.

03.05 **Roofing and Flashing Installation**:

- A. Install roofing and flashing in accordance with approved shop drawings and manufacturer's product data, within specified erection tolerances.
- B. Use gasketed fasteners where required to prevent corrosive action between fastener, substrate and panels.
- C. Seal laps and joints in accordance with roofing system manufacturer's product data.
- D. Clean installed roofing and flashing <u>daily</u> to prevent shavings from drilled or cut edges rusting material. <u>No material will be accepted that has rust on it,</u> regardless if it appears to be only surface damage.

03.05 **Roofing and Flashing Installation**: - (Continued)

- E. *Examination:*
 - 1. Inspect work of other trades and verify that such work is complete to a point where this work may continue.

2. Verify that installation may be made in accordance with approved shop drawings and manufacturer's instructions.

F. *Discrepancies:*

- 1. In the event of any discrepancy, notify the Architect.
- 2. <u>Do not</u> proceed with installation until discrepancies have been resolved.
- G. Provide for temperature expansion/contraction movement of panels at roof penetration and roof mounted equipment in accordance with system manufacturer's product data and design calculations.
- H. Installed system shall be true to line and plane and free from dents, physical defects with a minimum of oil canning. The Architect will be the final decision on the amount of allowable oil canning.
- I. From joints in linear sheet metal to allow for ¹/₄" minimum expansion at 20'-0" O.C. maximum and 8'-0" from corners. Provide 6" wide back-up plate at intersection. Form plates to profile of sheet metal item.
- J. At joints in linear sheet metal items, set sheet metal over back-up plate in two beads of butyl sealant, ¹/₄" in diameter, minimum. Extend sealant over all metal surfaces. Mate components for positive seal. Allow no sealant to migrate onto exposed surfaces.
- K. Remove damaged work and replace with new, undamaged components.
- L. Clean exposed surfaces of roofing and accessories after completion of installation, with a five (5%) percent solution of "Tide" detergent and water. Leave in clean condition at date of substantial completion. Touch-up minor abrasions and scratches in finish.
- M. Technical Representative of metal roofing manufacturer shall visit site as follows:
 - 1. Prior to metal roof installation to check roof hugger layout.
 - 2. At least one time prior to installation of cap flashings at Ridges/Rakes/Hips.

03.05 **Roofing and Flashing Installation**: - (Continued)

- 3. At substantial completion of metal roofing.
- 4. After visit, the manufacturer's representative will write a report on quality of installation and submit copies to Architect, Specialty

Engineer, Contractor and Installer.

03.06 Guarantees:

- A. *All of the following <u>are</u> required:*
 - 1. Panel manufacturer's 20 year warranty against structural defects and corrosion on galvanized substrate.
 - 2. The Contractor shall provide to the Owner, a single source warranty signed by the roofing manufacturer of the Metal R-Panel Roofing System as outlined below.
 - a. For a period of twenty (20) years from the date of substantial completion, the roofing manufacturer WARRANTS to the Building Owner that the roofing manufacturer's finished roof panels, flashing, and related items used to fasten the roof panels and flashing to the roof structure (Roof System) will not allow intrusion of water from the exterior to the Roof System into the building envelope, when exposed to ordinary weather conditions and ordinary wear and usage. The Date of Substantial Completion is the date that is certified by the Architect. Owner and Contractor.
 - b. The roofing manufacturer shall have the SOLE and EXCLUSIVE obligation for all warranty work commencing on the date of substantial completion and under all circumstances terminate on the 10th year anniversary of the date certified as Substantial Complete. During the period of which the roofing manufacturer has any warranty obligation, the roofing manufacture shall take appropriate actions necessary to cause the non-performing portions of the Roof System to perform their proper function.

3. *Field Quality Control:*

- a. During installation, provide for not less than four (4) on-site inspections of roof applications by a qualified technical representative of the manufacture.
- b. A Manufacturer Certified Installer must be on-site at all times of installation.

03.06 **Guarantees**: - (Continued)

c. Upon completion of the installation, provide final inspection by a technical representative of the manufacturer to confirm that the roofing system has been installed in accordance with manufacturer's requirements.

- d. At completion of project, submit manufacturer's quality report of field inspections, including final inspection punch list.
- B. Guarantee shall be executed on the exact guarantee, included at the end of this section.
- C. *Letter of Intent:* Bidder shall submit with the Form of Proposal, a letter of intent from metal roof contractor and metal roof manufacturer stating their intent to execute the guarantee attached at the end of this section.

END OF SUMMARY OF WORK SECTION 07 41 13

SECTION 09 90 00

<u>PAINTING</u>

PART 1 - GENERAL

01.01 Scope of Work:

- A. The work covered under this section includes, but is not limited to, the furnishing of all materials, labor, equipment, and services necessary to complete the painting and finishing of all metal and other surfaces on the existing Hangar.
 - 1. Included in the basic scope of services shall be the complete pressure cleaning, application of rust-inhibitive primer, and two (2) coats of dryfall paint to the exterior of the hangar, including the new and existing wall panels and doors (both hangar and man).
 - 2. Alternate "A" The Contractor shall provide an alternate price to prepare and paint the complete interior of the existing hangar. This shall include pressure cleaning the entire interior, scraping or sand blasting all chipping and peeling paint, cleaning all areas with xylene, and applying two (2) coats of DTM paint.

PART 2 - PRODUCTS

02.01 Materials:

- A. All materials used on the work shall be exactly as hereafter specified in brand and quality. No claim by the Contractor as to the unsuitability or unavailability for any material specified, or his inability to produce first class work with same, will be entertained unless such claims are in writing and submitted with the bid. All products, paints, primers, fillers, and similar materials must be delivered to the building site in the original containers with seals unbroken and labels intact.
- B. All painting materials such as linseed oil, shellac, turpentine, etc., shall be pure and of the highest quality and shall bear an identifying label on the contractor, and no unlabeled container of materials shall be brought on the job site.
- C. All materials shall not be charged or thinned in any way except as may be indicated by the manufacturer's label on the container.
- D. Paint materials shall be ready mixed in standard formulas, and shall be Sherwin Williams or a recognized equal, including: Benjamin Moore, Glidden, Porter, Thoro System, or Pratt and Lambert.

02.01 Materials: - (Continued)

- E. All colors and patterns shall be selected by the Architect or Owner. Brands of paint for various work shall be approved by the Architect or Owner before painting work is begun.
- F. Caulking shall be equal to DAP Flexiseal, EW.

PART 3 - EXECUTION

03.01 Workmanship:

- A. Workmanship shall be of the best and all materials shall be evenly and smoothly flowed on without runs or sags by skilled mechanics.
- B. All surfaces to be painted shall be wiped clean of loose dirt by a cloth or a stiff brush before painting.
- C. All metal surfaces shall be first washed with xylene to remove any dirt or grease before applying materials. Where rust appears it shall be wire brushed and/or sanded clean before painting. No metal is to be left in an unfinished condition.
- D. Any new galvanized metal panel surfaces shall be cleaned with lithofoam before the first coat of paint is applied.
- E. All primers and intermediate coats shall be unscarred and completely integral at the time of application of each succeeding coat. Each coat shall be lightly sanded and wiped clean.
- F. The Painting Contractor shall not only protect his work at all times, but shall also protect all adjacent work and materials by suitable covering or other methods during the progress of his work. Upon completion of the work, he shall remove all paint and varnish spots from the floors. He shall also remove from the premises all rubbish and accumulation of materials not caused by others and shall leave the work clean, orderly and in an acceptable condition.
- G. All work shall be done in a workmanlike manner, leaving the finished surfaces free from drops, ridges, runs.
- H. All coats shall be bone dry before applying succeeding coats.

03.02 **Exterior Painting**:

A. All new and existing metal wall panels and doors (hangar and man) shall be pressure cleaned.

03.02 **Exterior Painting**: - (Continued)

- B. New galvanized panels shall be cleaned with lithofoam; all rusty areas shall be cleaned with xylene and shall be spot primed with a rustinhibitive primer.
- C. Once the exterior areas are cleaned, wiped, and primed, the exterior metal shall receive two (2) coats of SHERWIN WILLIAMS SprayLastic Exterior Semi-Gloss Dryfall Paint @ 2.0-4.0 mils dft/ct.

03.03 Interior Painting: - <u>ALTERNATE "A"</u>

A. All existing interior metal (including rigid and structural steel, purlins, girts, cross-bracing, frames, and metal paneled walls) shall be pressure cleaned; the chipped and peeling painted areas shall be scraped or sandblasted. All areas and surfaces shall be cleaned with xylene and shall received (2) 8.0 mil coats of SHERWIN WILLIAMS DTM Acrylic Coating B-66-200 Series - semi-glosss.

03.04 **Clean Up**:

- A. Upon completion of painting work, this Contractor shall remove all paint where it has spilled or splattered, or lapped onto other finish surfaces.
- B. Entire job at completion of painting work shall be left broom cleaned and ready for occupancy.
- C. One (1) gallon of each color of paint used, shall be labeled describing location of application and left with the General Contractor on the job site, for storage and future touch-up by the Owner.

03.05 Guaranty:

A. All work and materials covered under this section shall be guaranteed to be free from all defects in materials and/or workmanship for a period of one (1) year from the date of Final Completion/Certificate of Completion, as issued by the City of Venice.

END OF PAINTING SECTION 09 90 00

SECTION 26 00 00

BASIC ELECTRICAL REQUIREMENTS/GENERAL PROVISIONS

PART 1 - GENERAL

01.01 **Scope of Work**:

A. The work covered under this section includes, but is not limited to, the removal of all electrical outlets, switches, fixtures, wiring, panel and all related appurtenances; and the complete installation of an all new electrical system, including, but not limited to, outlets, switches, fixtures, wiring, panel, conduit, raceways, etc.

01.02 **Summary**:

- A. This Section includes general administrative and procedural requirements for electrical installation, including:
 - 1. Submittals;
 - 2. Electrical installations;
 - 3. As-builts/guarantees/manuals.

01.03 **Submittals**:

- A. The Contractor shall submit four (4) hard copies of all electrical components being utilized for this Project, including, but not limited to: electrical fixtures, outlets, panel, GFI covers.
- B. Any substitution requests must be provided within the Submittal/Shop Drawings. When requesting a substitution, the difference in cost of substitution material shall be given when making such a request, and any cost savings must be rebated to the Owner.
- C. Submittal/Shop Drawings must be received from the General Contractor, who has reviewed and approved the submittal, prior to the delivery to the Architect. The Architect shall review and return two (2) sets of the Submittal/Shop Drawings within five (5) days from the date of receipt.

01.04 **Record Documents**:

A. Prepare and submit to the General Contractor as-builts drawings upon completion of the electrical portion of the project. These will be used in the General Contractor Close-Out package at the end of the project.

01.04 **Record Documents:** - (Continued)

B. Provide warranties and any relevant maintenance manuals prior to Final Completions of the project. These will be used in the General Contractor Close-Out package at the end of the project.

01.05 **Delivery, Storage, and Handling**:

A. Deliver products to the project properly identified with names, model numbers, types, grades, compliance labels, and other information needed for identification.

01.06 Standards, Codes, and Workmanship:

- A. The Electrical Contractor shall provide all supervision, labor, materials, equipment and any other items necessary to complete the electrical system. All items of equipment are specified in the singular; however, Contractor shall provide and install the number of items are as indicated on the drawings or as required for a complete system.
- B. Any apparatus, material, or work not shown on the drawings but mentioned in the specifications or vice versa, or any incidental accessories necessary to make the work complete and perfect in all respects and ready for operation, even if not particularly specified, shall be furnished and installed by the Contractor without additional expense to the Owner.
- C. With submission of bid, the Electrical Contractor shall give written notice to the Architect of any materials or apparatus believed inadequate or unsuitable, in violation of laws, ordinances, rules and any necessary items or work omitted.
- D. The bidding Electrical Contractor must be a Florida Registered Electrical Contractor and possess all required City, County, and State licenses.

PART 2 - PRODUCTS

02.01 Materials:

- A. All new Interior Light Fixtures shall be Atlas VN1243LED, or equal.
- B. All new Exterior Light Fixtures shall be Atlas WLM43LED, or equal.
- C. New electrical panel shall be stainless steel weatherproof.

PART 3 - EXECUTION

03.01 **Rough-In**:

A. Verify final locations for rough-ins with field measurements and with the requirements of the actual equipment to be connected.

03.02 Electrical Installations:

- A. Install all electrical to conform with NEC and FBC codes. Recognize that the Contract Drawings are diagrammatic form; where coordination requirements conflict with individual system requirements, refer conflict to the Architect.
- B. Install systems and materials level and plumb, parallel and perpendicular to other building systems and components, where installation is exposed.
- C. If directed by Architect, the Contractor shall, without extra charge, make reasonable modifications in the layout.

03.03 **Temporary Electrical Service**:

A. Full Electrical power is available on site.

03.04 Marking:

A. All equipment (controllers, switches, panels, etc.) shall be marked with permanent labels attached to the equipment with self-tapping sheet metal screws. Labels shall be engraved laminated plastic. (Plastic shall be 1/16" thickness, typical)

03.05 **Clean Up**:

A. Clean up all debris from around the project on a daily basis.

03.06 Guaranty:

A. All work and materials covered under this section shall be guaranteed to be free from all defects in materials and/or workmanship for a period of one (1) year from the date of Final Completion/Certificate of Completion, as issued by the City of Venice.

END OF ELECTRICAL SECTION 26 00 00



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Product Guide Specifications

RELATED DOCUMENT "B"

SECTION 13145 (13 34 21)

RETROFIT STEEL SUB-PURLINS

SECTION 13145 (13 34 21) - SPECIFICATIONS FOR STRUCTURAL RETROFIT ROOF SUB-FRAMING SYSTEM

PART 1 - GENERAL

1.01 DESCRIPTION

- A. The structural retrofit roof sub-framing system will provide support for a new metal roofing system constructed over the existing building roof. It shall be engineered in accordance with the specified code and design loading and shall transfer positive acting loads at each attachment location into an existing structural member.
- B. Furnish labor, material, tools, equipment and services for the retrofit roof sub-framing as indicated, in accordance with provisions of the Contract Documents.
- C. Completely coordinate work with of other trades.
- D. Although such work is not specifically indicated, furnish and install supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure and complete installation.
- E. See Division 1 for General Requirements

1.02 RELATED WORK

As per the requirements of associated project.

1.03 QUALITY ASSURANCE AND REFERENCES

- A. American Society for Testing and Materials (ASTM)
 - 1. ASTM A 653/A 653M Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
 - ASTM A 1011/A 1011M Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy and High-Strength Low-Alloy with Improved Formability.
 - 3. ASTM E 1592 Structural Performance Test for Metal Panel and Siding Systems by Uniform Static Air Pressure Difference



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- B. American Iron and Steel Institute (AISI)
 - 1. AISI 2008 Edition of the "Cold Form Steel Design Manual"
 - AISI 2007 Edition of the "North American Specification for the Design of Cold-Formed Steel Structural Members"
- C. American Institute of Steel Construction (AISC)
 - 1. AISC "Specification for Structural Steel for Buildings"
- D. 2007 Florida Product Approvals
 - 1. FL9352.1-R1, FL9352.2-R1
 - 2. FL9561-R1
 - 3. FL10141-R1

1.04 SUBMITTALS

- A. Comply with Section 01330 (01 33 00) Submittal Procedures.
- B. Product Data: Submit manufacturer's product data, including installation instructions.
- C. Shop Drawings: Submit manufacturer's shop drawings for sub-purlins indicating gauge, yield strength, flange and web sizes, cut-out dimensions, and punch pattern for attachment holes in base flange.
- D. Design Data: Submit design data from independent engineering firm indicating table of wind uplift capacity of sub-purlins.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Delivery: Deliver materials to site in manufacturer's original, unopened bundles, containers, and packaging, with labels clearly identifying product name and manufacturer.
- B. Storage:
 - 1. Store materials in accordance with manufacturer's instructions.
 - 2. Protect sub-purlins from corrosion, deformation, and other damage.
 - 3. Store sub-purlins off ground, with 1 end elevated to provide drainage.
- C. Handling: Protect materials during handling and installation from corrosion, deformation, and other damage.

A. EXISTING ROOF SYSTEM AND PRE-CONSTRUCTION INSPECTIONS

- B. The existing roof is a 24 Gage R-Panel
- B. The Contractor shall conduct a detailed inspection of the existing roof(s) to identify any existing roof elements that are a cause for concern IE: panel deterioration, structural deterioration, equipment curbs, plumbing and electrical penetrations, special flashing requirements, and any other items that should be submitted to the Architect for review and evaluation.
- C. The Contractor shall perform a detailed survey of the existing roof(s) and confirm the existing panel dimensions, type and profile. In the case of existing standing seam roofing it should be



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determined if the existing roof employs standard or tall clips. If tall clips are existing the standoff dimension should be determined.

D. The Contractor shall obtain field measurements on the existing roof geometry including width, length, building height, roof pitch and purlin spacing. This information is to be forwarded to the retrofit sub-framing system manufacturer for coordination and integration into the design and installation documents.

1.06 DESIGN REQUIREMENTS

- A. General
 - 1. Design for approval and installation in accordance with the included drawings and these specifications, a complete retrofit sub-framing and metal roof panel assembly as a structural package, engineered and factory fabricated in accordance with AISI, MBMA and ASCE references with the understanding the sub-framing system may be designed by the retrofit sub-framing manufacturer and the metal roof panel system may be designed by the metal roof manufacturer. However, both systems are to be designed to perform as one engineered structural package where the metal roof system controls the placement of sub-framing members.
 - Any additions/revisions to sub-framing members as a result of field conditions and/or demands, shall be the contractor's responsibility, and shall be submitted for review and approval by the manufacturer.
- B. Engineering Design Criteria:
 - 1. Code: ASCE 7-05, IBC 2006 and FBC
 - 2. Additional Requirements: None
 - 3. Occupancy Group: Group S-2 Storage
 - 4. Occupancy Category: II
 - 5. Importance Factor: 0.87
 - 6. Minimum Roof Snow Load: None
 - 7. Ground Snow Load: None
 - 8. Wind Speed: 145 mph
 - 9. Exposure Category: C
 - 10. Enclosure: Enclosed

PART 2 - PRODUCTS

2.01 MANUFACTURER QUALIFICATIONS

- A. Manufacturer shall have a minimum of five years experience in manufacturing and fabrication of retrofit sub-framing systems of this nature. Light-gauge steel sub-framing components specified in this section shall be produced in a factory environment by roll forming and press-brake equipment assuring the highest level of quality control.
- B. Acceptable Manufacturers



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- Roof Hugger, Inc., PO Box 1027, Odessa, Florida 33556. Toll Free Phone (800) 771-1711. Toll Free Fax (877) 202-2254. Phone (813) 909-4424. Fax (813) 948-4742. Website: www.roofhugger.com. E-Mail: <u>sales@roofhugger.com</u>.
- 2. Others manufacturers must submit a request for approval no later than two weeks prior to the established bid date and shall be equal to Roof Hugger, Inc.

2.02 RETROFIT STEEL SUB-PURLINS

- A. Retrofit Notched Sub-Purlins: "Roof Hugger".
 - 1. Description:
 - a.1-piece, custom-punched, Z-shaped section.
 - b.Pre-punched to nest over existing roof panel ribs for low-profile appearance.
 - c. Pre-punched for attachment fasteners.
 - d.Fastens directly into existing purlins or joists with fasteners.

2. Material:

- a. Galvanized steel, ASTM A 653 or A 1011, G-90, yield strength 50 KSI.
- b. Thickness: [0.060" minimum, 16-Gauge] or [0.071" minimum, 14-Gauge].
- c. Web Height: [manufacturer's standard].
- Base Flange Width: Pre-punch base flange to manufacturer's standard unless otherwise specified.
- Top Flange Width: Nominally 2" with 0.25" minimum stiffening lip unless otherwise specified.
- 5. Length: Nominally 10'-0" long, plus an additional +/- 1" top flange extension for part lap or per manufacturer's recommendations.
- B. Attachment Fasteners/Anchorage
 - Attachment to Existing Purlins: ¼"-14 or #12-14 threads per inch, DP3 self-drilling fastener.
 - Length: Required to penetrate existing purlins in accordance with fastener attachment standards.
 - Sub-Purlins Installed Mid-Span: ¼"-14 or #12-14 threads per inch, DP3 self-drilling fasteners or equal into sub-rafter structure, #17-14 into existing panel when indicated and #10-16 DP3 pancake head through Hugger top flange into sub-rafter when indicated.



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PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine existing roof areas to receive sub-purlins. Notify Architect if areas are not acceptable or structurally adequate. Do not begin installation until unacceptable conditions have been corrected.
- B. Verify existing purlins and eave struts are in good serviceable condition, without rust-thru of flanges.
- C. Field Verify Before Ordering of and Installation of Sub-Purlins:
 - 1. Existing panel profile and panel rib dimensions.
 - 2. Existing panel run-out by measuring roof over several 20-foot areas to confirm panels were installed on module and in-square. Note variations.

3.02 INSTALLATION OF SUB-FRAMING AND OTHER ROOFTOP APPURTENCES

- A. Install sub-purlins in accordance with manufacturer's instructions at locations indicated on the standard details or Engineered Drawings if provided.
- B. Limit installation of sub-purlins to amount that can be roofed over each day.
- C. Install [1] [2] [3] fasteners per linear foot or as directed by Manufacturer.
- D. Install sub-purlins directly over existing purlins and fasten to existing purlin through existing panel pan section.
- E. Loosely lay Sub-rafters over the existing panel high ribs and between the existing purlins. Subrafter spacing and number of fasteners shall be as specified on the engineered drawings or as specified in the Roof Hugger, Florida Product Approval.
- F. Press the Roof Hugger sub-purlins over the sub-rafters on the existing purlin lines in areas where they are specified and install #12-14 DP3 fasteners (or as specified) through the base flange of the Hugger sub-purlin, through the sub-rafter and then into the existing purlins being careful to maintain the alignment of the sub-rafters.
- G. Install Huggers onto the sub-rafters between the existing purlins as specified with #12-14 threads per inch, DP3 fasteners, typically one fastener on each side of the sub-rafter unless otherwise specified.
- H. Where the Roof Hugger is attached to the existing roof panel the pre-punched base flange hole should be drilled out to the correct diameter to allow for the installation of a #17-14 fastener through the Roof Hugger and into the existing roof panel.
- I. Where the Roof Hugger passes over the fitted sub-rafter a #10-16 pancake head fastener should be installed through the top flange of the Roof Hugger into the top of the new fitted sub-rafter.

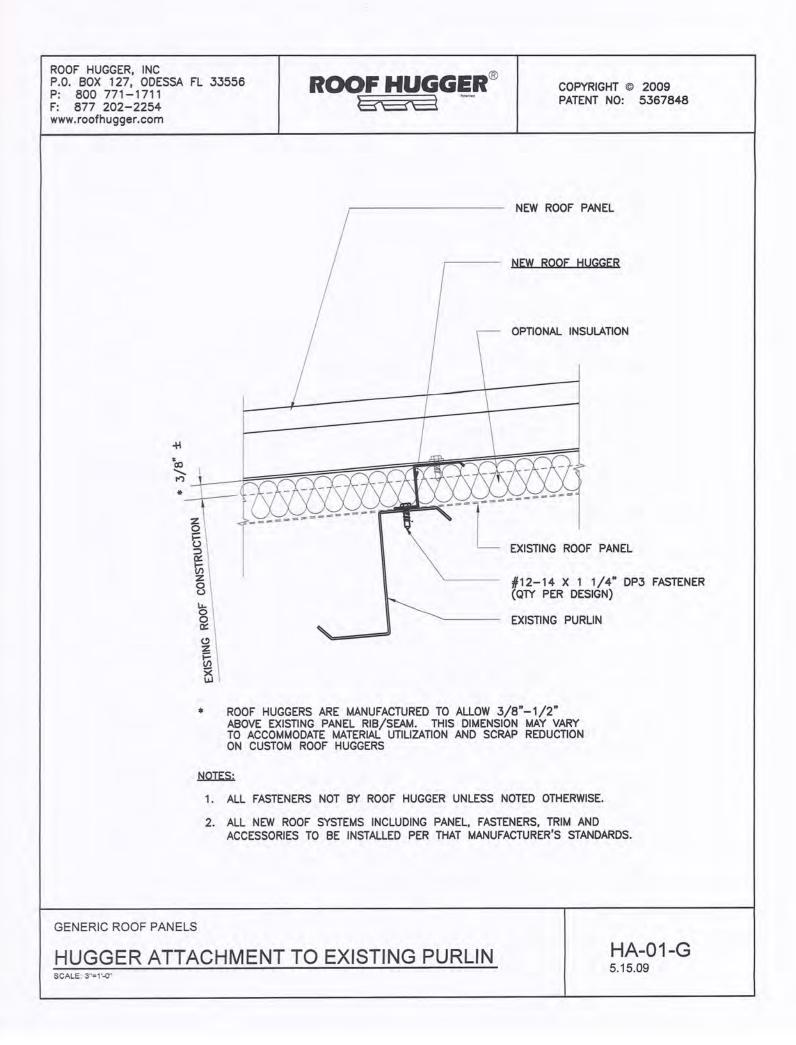


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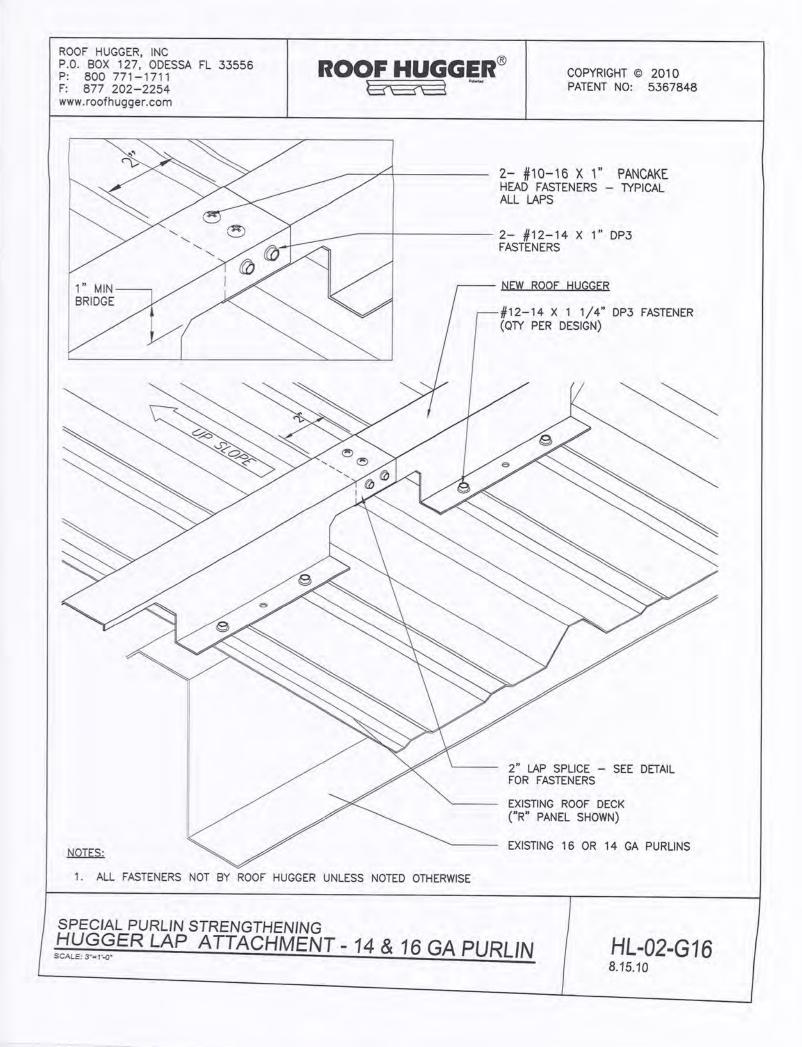
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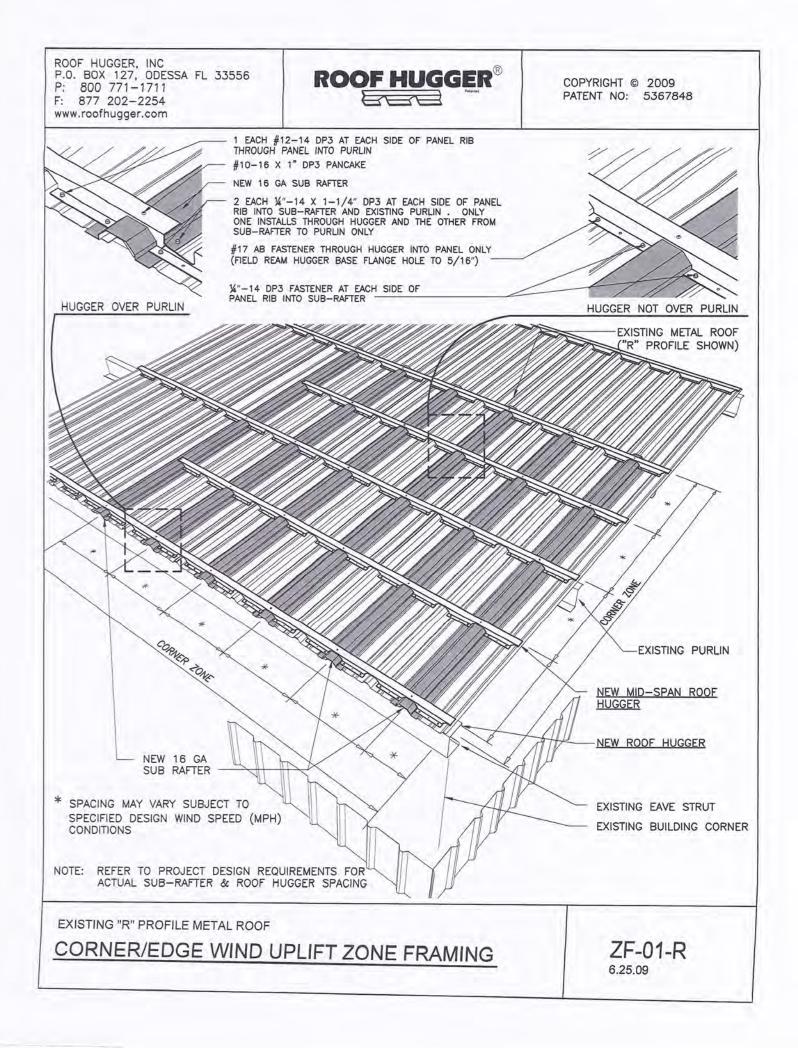
- J. Removal of Existing Roof Fasteners:
 - 1. Do not remove existing roof fasteners unless installation of sub-purlins over fasteners causes sub-purlins to roll or "porpoise". Some distortion of base flange of sub-purlins caused by existing roof fasteners is normal.
- K. Existing Rooftop Components and Equipment
- L. Skylights:
 - 1. Install sub-purlins over existing skylights.
 - Cut out existing skylights after sub-purlins are installed if new skylights are to be installed over existing skylights.
 - 3. Trim openings as required.
- M. When mechanical equipment locations conflict with retrofit roof sub-framing components, the contractor will provide additional framing that accommodates the relocation, replacement or re-flashing of the equipment. Contractor shall submit construction details for this condition, if deemed necessary by the Architect.
- N. When electrical service and equipment that requires to be removed, extended and reinstalled at the new metal roof system height/plane, the contractor shall extend the wiring in accordance with the specified building and electrical code. Junction boxes shall be provided at splices in wire or conduits and secured as required.
- O. Existing sanitary plumbing vents shall be extended with new roof jacks located at the new metal roof plane. Extension of piping shall be accomplished with materials matching the existing piping composition subject to local building and plumbing code requirements. Use of elbow fittings to redirect the pipe to locate the penetration between the metal roof panel side seams shall be used.
- P. Existing flue stacks for high temperature apparatus shall be extended to the new metal roof plane and protected with a high temperature jack or curb. The contractor shall install the new equipment 3 feet higher than the elevation of any roof in accordance with the governing building code.
- Q. Existing gravity vents, power vents, fresh air make-up, and other vents are to be installed on new metal curbs at the new metal roof plane unless approved by the Architect to remove and re-install on new metal roof. The contractor shall construct new ductwork from the existing roof penetration to the new roof curb. Ductwork joints shall be sealed tight to provide a leak-proof assembly and shall be made with material of like composition and gauge of the ductwork being extended.

END OF SECTION



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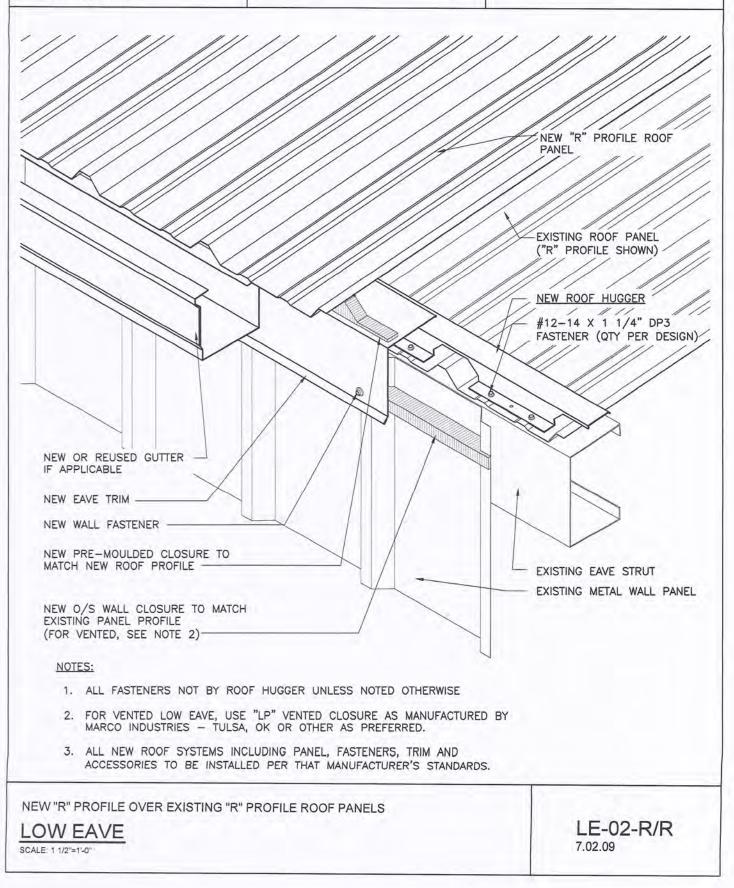


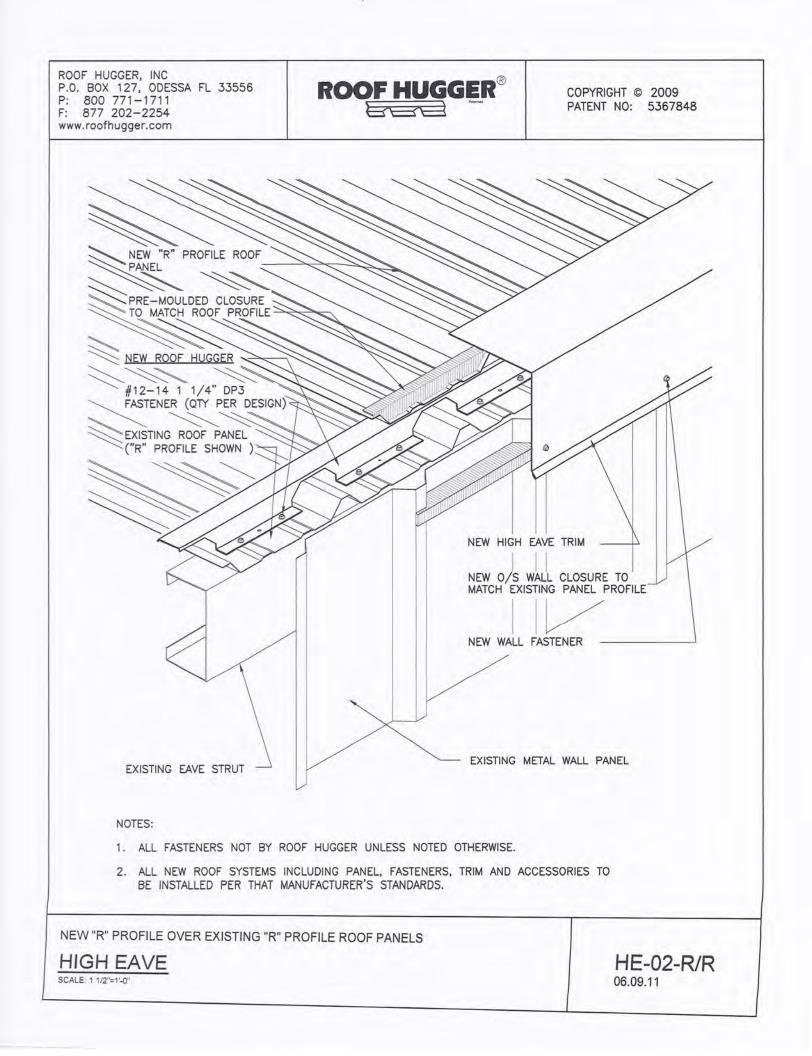


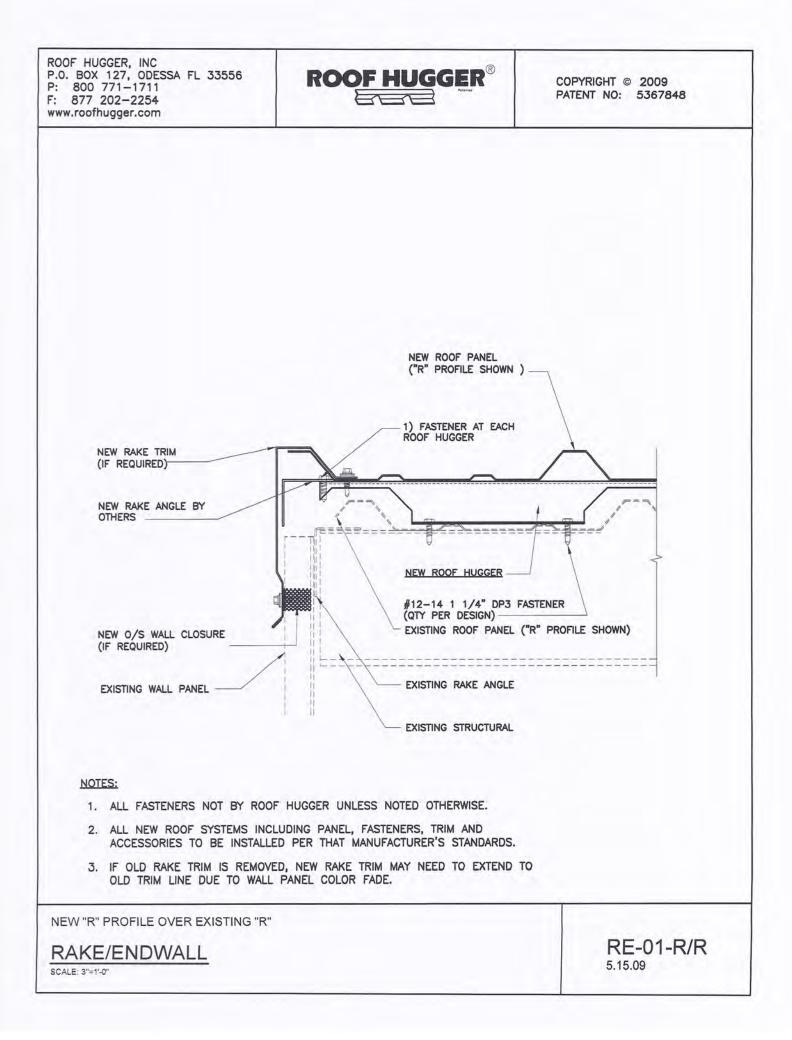
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SYSTEM 1

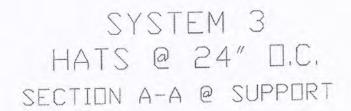
26 GA. PBR PANEL (1) 1/4-14x7/8 LAP TEK 8 20" D.C. 24 GA. PBR PANEL, 12'-12'-12' FASTENER PATTERN 16 GA. ROOF HUGGER @ 5'-0" D.C. A #12-14 × 1-12". 12"-12"-12" FASTENER PATTERN (2) #12-14 x 1-2 HWH PER LOW 16 GA. SUPPORTS & S'-O' D.C.

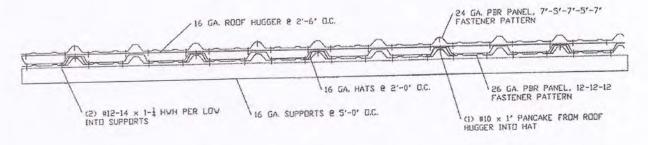


SYSTEM 2

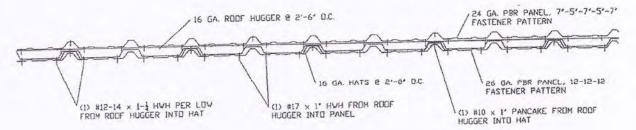
26 GA. PBR PANEL (1) 1/4-14x7/8 LAP TEK @ 20* D.C. 24 GA. PBR PANEL, 7'-5'-7'-5'-7' FASTENER PATTERN 16 GA. RODF HUGGER & 5'-0" D.C. 41 T #12-14 × 1-%, 7'-5'-7'-5'-7' FASTENER PATTERN (2) #12-14 × 1-1 HWH PER LOW INTO SUPPORTS 16 GA. SUPPORTS @ 5'-0' D.C.



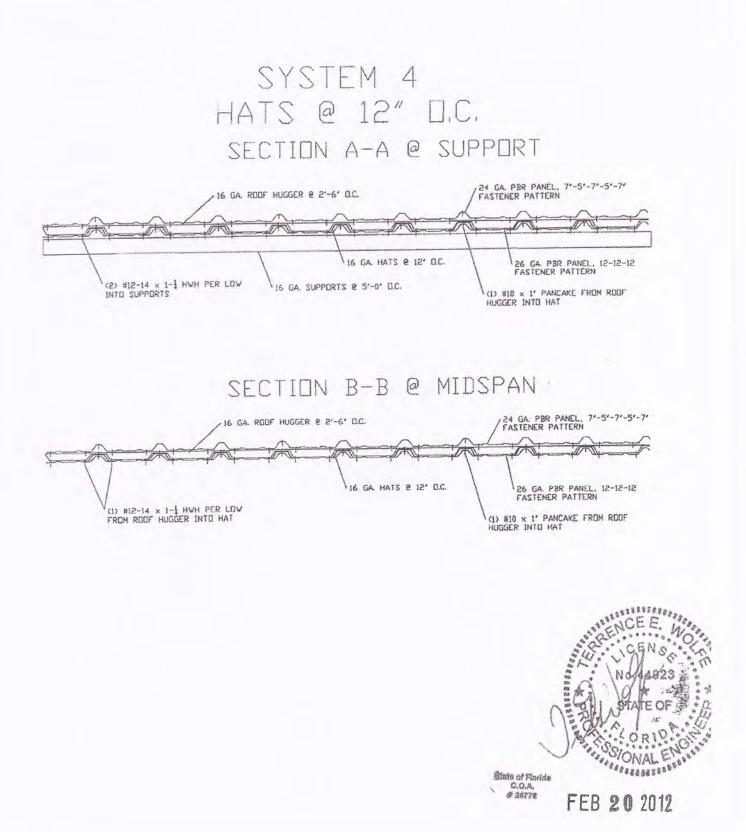


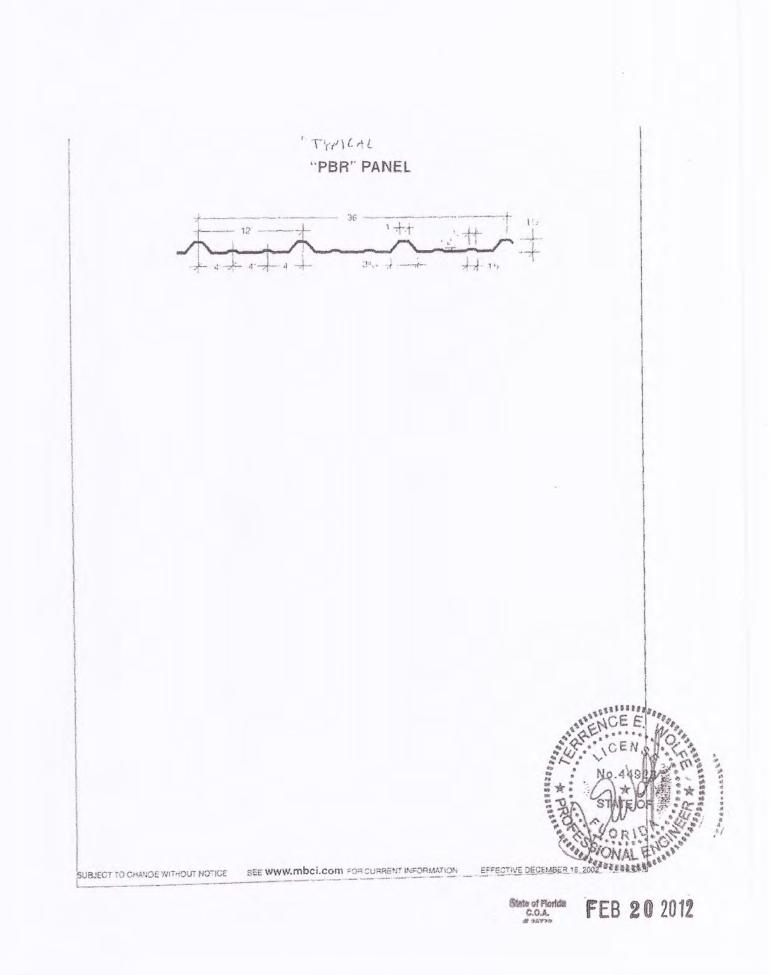


SECTION B-B @ MIDSPAN









CODE COMPLIANCE INFORMATION

CODE USED ZONING CONSTRUCTION TYPE

TYPE IIB

GU

GROUP S-1

SPRINKLED PROTECTED BUILDING HEIGHT HEIGHT IN STORIES

OCCUPANCY CLASS

DESIGN WIND SPEED IMPORTANCE FACTOR SURFACE ROUGHNESS EXPOSURE CATEGORY RISK CATEGORY INTERNAL PRESSURE COEFFICIENT BUILDING CATEGORY

UNCHANGED

155 MPH

CATEGORY II ± 0.18



MAYOR AND CITY COUNCIL

JOHN HOLIC JEANETTE GATES JIM BENNETT **BOB DANIELS** EMILIO CARLESIMO KIT MC KEON DEBORAH ANDERSON

MAYOR VICE MAYOR COUNCIL MEMBER COUNCIL MEMBER COUNCIL MEMBER COUNCIL MEMBER COUNCIL MEMBER

CHARTER OFFICERS

EDWARD F. LAVALLEE DAVID PERSSON LORI STELZER

CITY MANAGER CITY ATTORNEY CITY CLERK

AIRPORT

CHRISTOPHER ROZANSKY, CM

AIRPORT DIRECTOR

NOT REQUIRED (EXISTING) ONE STORY (EXISTING)

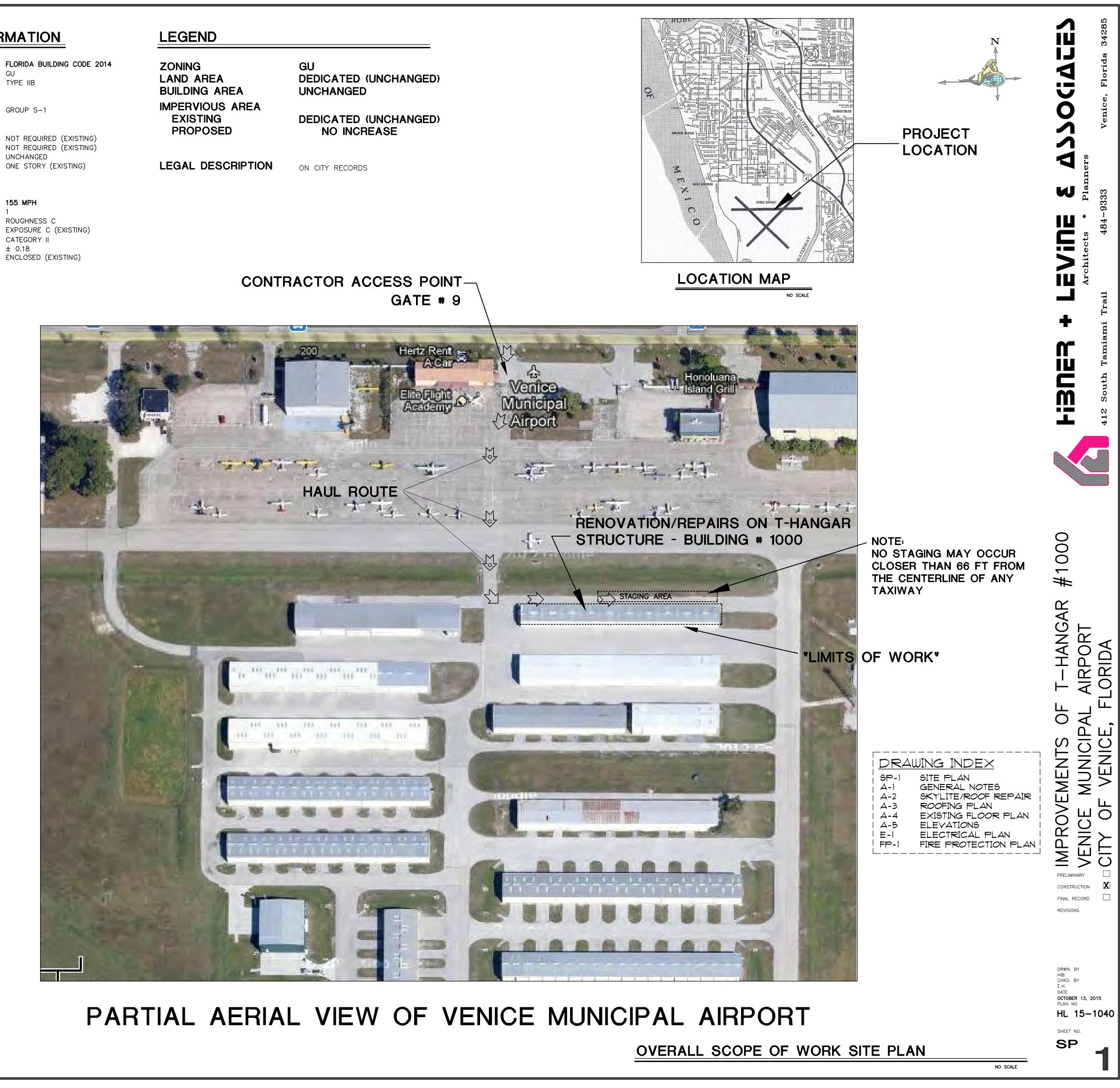
ROUGHNESS C EXPOSURE C (EXISTING)

ENCLOSED (EXISTING)

EXISTING PROPOSED

NO INCREASE

GATE # 9



GENERAL NOTES:

ALL WORK SHALL BE IN ACCORDANCE WITH APPLICABLE CODES AND LOCAL REGULATIONS, INCLUDING APPLICABLE ENERGY CODES

THE OWNER AND ARCHITECT WILL NOT BE RESPONSIBLE FOR THE CONTRACTORS MEANS, METHODS, TECHNIQUES, OR PROCEDURES OF CONSTRUCTION OR THE SAFETY PRECAUTIONS INCIDENT THERETO.

IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO DETERMINE THE ERECTION PROCEDURES AND SEQUENCE TO ENSURE THE SAFETY OF THE BUILDING AND ITS COMPONENT PARTS DURING CONSTRUCTION. THIS INCLUDES BUT NOT LIMITED TO THE ADDITION OF WHATEVER TEMPORARY BRACING, SHORING AND, OR TIE-DOWNS AS MAY BE NECESSARY. SUCH MATERIALS SHALL REMAIN THE PROPERTY OF THE CONTRACTOR AFTER THE COMPLETION OF THE WORK.

THE CONTRACTOR WILL BE PROVIDED A CONSTRUCTION DEBRIS CONTAINER, WITH ALL FEES PAID FOR BY THE CITY, FOR THE DISPOSAL OF ALL RESIDUE AND WASTE FROM THE SITE AS A RESULT OF THE CONSTRUCTION PROCESS.

ALL WORK REQUIRING THE SHUT-OFF OF ELECTRICAL POWER AND OTHER UTILITIES MUST BE COORDINATED WITH THE CITY AIRPORT DIRECTOR.

EACH TRADE, IN LAYING OUT THEIR WORK, SHALL COOPERATE WITH THE CONTRACTOR SO AS TO AVOID ANY INCONSISTENCY OR CONFLICT THAT MIGHT ARISE.

PROVIDE SHOP DRAWINGS FOR ALL ITEMS NOT FABRICATED IN THE FIELD. ALL SUBMITTALS WILL BE SENT TO THE CONTRACTOR FOR HIS REVIEW AND APPROVAL PRIOR TO BEING REVIEWED BY THE ARCHITECT

ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH ACCEPTED INDUSTRY STANDARDS FOR VARIATION IN THE MANUFACTURE, FABRICATION AND INSTALLATION OF INDIVIDUAL MATERIALS AND CONSTRUCTION. COMPONENTS REQUIRED CLEARANCES, CAPACITIES FOR FIELD ADJUSTMENT AND BUILDING MOVEMENT (SINGLE AND/OR ACCUMULATED) SHALL BE INCLUDED.

THESE DRAWINGS MUST NOT BE SCALED.

EACH TRADE SHALL REVIEW AND CHECK ALL DRAWINGS AND SPECIFICATIONS FOR THE PROJECT FOR INTERFERENCES AND CONFLICTS AND REQUIRED COORDINATION OF OTHER TRADES WITH THEIR WORK FOR BIDDING AND CONSTRUCTION PURPOSES.

THE CONTRACTOR SHALL SUBMIT TO ANY TRADE REQUESTING THEM, ONE APPROVED SET OF MANUFACTURER'S "CUTS" OR SHOP DRAWINGS FOR ANY PORTION OF THE WORK, IF THEY ARE NEEDED BY THE TRADE TO PROPERLY INSTALL THEIR WORK.

EACH TRADE SHALL BE RESPONSIBLE FOR THE NUMBER, SIZE, LOCATION AND CHARACTER OF THE CHASES SLEEVES, RECESSES, FRAMING OPENINGS AND SUPPORTS REQUIRED FOR HIS WORK NOT NOT OTHERWISE COVERED BY THE DRAWINGS AND SPECIFICATIONS.

ANY CHANGES, MODIFICATIONS, RECONSTRUCTION, OR REPLACEMENT REQUIRED, INCLUDING CUTTING & PATCHING, BECAUSE OF THE FAILURE TO INCORPORATE ANY OF THE ABOVE MENTIONED ITEMS SHALL BE THE RESPONSIBILITY OF THE TRADE REQUIRING THE SAME.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING AND ACQUIRING ALL REQUIRED CONSTRUCTION AND/OR BUILDING PERMITS.

CONSTRUCTION LIMITS - ALL CONTRACTOR VEHICLES AND TRAFFIC SHALL REMAIN WITHIN THE DESIGNATED CONSTRUCTION AREAS, STAGING AREAS, OR HAUL ROUTES.

IT IS THE INTENT OF THESE PLANS TO MINIMIZE INTERFERENCE TO AIRCRAFT MOVEMENT, THEREFORE, IN OPEN PORTIONS OF THE AIRFIELD, AIRCRAFT MOVEMENT SHALL HAVE THE RIGHT-OF-WAY.

NO EMPLOYEES OF ANY CONTRACTOR, SUBCONTRACTOR, OR OTHER CONSTRUCTION PERSONNEL WILL BE PERMITTED TO OPERATE VEHICLES OR EQUIPMENT ON AIRPORT PROPERTY UNTIL THEY HAVE COMPLETED THE OWNER'S DRIVER TRAINING COURSE, AVAILABLE AT WWW.FLYVNC.COM

PRODUCTION AND REPAIR OF EXISTING CABLES AND UTILITIES - THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY REPAIR OF ANY DAMAGE TO EXISTING UNDERGROUND CABLES, PIPELINES, ETC. ENCOUNTERED DURING CONSTRUCTION. ALL REPAIRS MUST BE MADE IN COMPLIANCE WITH THE OWNER'S & ARCHITECT'S REQUIREMENTS. NO DIGGING SHALL BE PERFORMED WITHOUT FIRST CONTACTING THE AIRPORT DIRECTOR. ANY DAMAGE TO FAA CABLE OR OTHER UNDERGROUND CABLING OR FACILITIES SHALL BE REPAIRED IN ACCORDANCE WITH THE APPLICABLE FAA SPECIFICATIONS AND IN A MANNER ACCEPTABLE TO THE OWNER & ARCHITECT AT THE CONTRACTOR'S EXPENSE.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIR OF ANY DAMAGE TO EXISTING FACILITIES NOT DESIGNATED FOR RECONSTRUCTION OR REPLACEMENT AT CONTRACTOR'S EXPENSE

THE CONTRACTOR SHALL MAINTAIN A CLEAN SAFE CONSTRUCTION WORK AREA. THE CONTRACTOR SHALL PERFORM CLEANUP OPERATIONS ON A DAILY BASIS.

A COMPLETE PROJECT SCHEDULE SHALL BE PROVIDED AT THE PRE-CONSTRUCTION MEETING AND EXPLAINED BY THE CONTRACTOR AT THE MEETING.

WEEKLY PROGRESS MEETINGS ARE MANDATORY. THE DAY OF THE WEEK AND TIME WILL BE DETERMINED AT THE PRE-CONSTRUCTION MEETING.

CONTRACTOR WILL COMPLY WITH ALL SAFETY AND SECURITY DIRECTIVES AND PLANS REQUIRED BY THE OWNER AND/OR ARCHITECT.

CONSTRUCTION EQUIPMENT AND VEHICLES SHALL NOT EXCEED 10 MPH WITHIN AIRPORT

NO VEHICLE OR EQUIPMENT SHALL MOVE UPON APRONS, TAXIWAYS AND/OR RUNWAYS UNLESS THE VEHICLES IS IDENTIFIED BY A 3 FT X 3 FT. ORANGE AND WHITE CHECKERED FLAG AND/OR FLASHING AMBER LIGHT.

GENERAL SAFETY REQUIREMENTS - DURING PERFORMANCE OF THE CONTRACT, THE AIRPORT RUNWAYS, TAXIWAYS, AND AIRCRAFT PARKING APRONS SHALL REMAIN IN USE BY AIRCRAFT TO THE MAXIMUM EXTENT POSSIBLE. AIRCRAFT USE OF AREAS NEAR THE CONTRACTOR'S WORK WILL BE CONTROLLED TO MINIMIZE DISTURBANCE TO THE CONTRACTOR'S OPERATION. THE CONTRACTOR SHALL NOT ALLOW HIS/HER EMPLOYEES, SUBCONTRACTORS. SUPPLIERS, OR ANY PERSON OVER WHO HE/SHE HAS CONTROL TO ENTER OR REMAIN IN ANY PART OF THE AIRPORT WHICH WOULD BE HAZARDOUS TO PERSONS OR TO AIRCRAFT OPERATIONS. WHENEVER AIRCRAFT AIRCRAFT OPERATIONS REQUIRE THE ARCHITECT/ENGINEER MAY ORDER THE CONTRACTOR TO SUSPEND OPERATIONS.

WORKING IN THE PROJECT AREA

CONDITIONS OF THE PROJECT AREA UPON COMPLETION OF THE JOB SHALL BE AS GOOD AS OR BETTER THAN PRIOR TO STARTING WORK, IN ADDITION TO THE WORK ITEMS.

ANY AND ALL PROPERTIES BELONGING TO THE AIRPORT SHALL BE RETURNED TO THE OWNER.

NO CONSTRUCTION ACTIVITY OR EQUIPMENT IS PERMITTED WITHIN 200 FT. OF AN ACTIVE RUNWAY OR WITHIN 66 FT OF AN ACTIVE TAXIWAY.

ACCESS TO THE SITE - CONTRACTOR'S ACCESS TO THE SITE SHALL BE AS SHOWN ON THE PLANS OR AS DIRECTED BY THE ARCHITECT AND APPROVED BY THE AIRPORT. THE CONTRACTOR SHALL NOT PERMIT ANY UNAUTHORIZED CONSTRUCTION PERSONAL OR ACTIVITY ON THE SITE.

CONTRACTOR SHALL PROVIDE A 24-HOUR EMERGENCY CONTACT LIST FOR ALL CONTRACTORS THROUGHOUT THE CONSTRUCTION PROCESS.

CONTRACTOR SHALL DESIGNATE A PROJECT MANAGER OR SUPERINTENDENT FOR THIS PROJECT THE PROJECT MANAGER MUST BE ON THE JOB SITE AT ALL TIMES AND WHEN CONSTRUCTION WORK IS BEING CONDUCTED BY THE CONTRACTOR OR SUB-CONTRACTORS.

THE CONTRACTOR SHALL NOT PERFORM ANY WORK ON ANY ROOF AREA WHILE AIRCRAFT IS PRESENT IN ANY HANGARED AREA BELOW. THE CONTRACTOR SHALL PROVIDE 12 HOUR NOTICE OF INTENDED WORK OR OPERATIONS TO ALLOW FOR AIRCRAFT OWNERS TO VACATE THE SPACE AND OBTAIN TEMPORARY ACCOMMODATIONS.

NO CRANE SHALL BE ALLOWED ON THE WORK SITE UNTIL THE EQUIPMENT AND ITS INTENDED OPERATION ARE APPROVED BY THE AIRPORT AUTHORITY. THE CONTRACTOR SHALL PROVIDE THE OWNER WITH NOT LESS THAN 24 HOUR ADVANCE WRITTEN NOTICE REQUESTING CRANE ACCESS TO THE AOA. WHEN ACCESS IS APPROVED BY THE OWNER, THE TIP OF THE CRANE BOOM SHALL BE IDENTIFIED BY AN ORANGE AND WHITE FLAG AND, IF APPROPRIATE, BY RED OBSTRUCTION LIGHTS.

THE CONSTRUCTION SHALL REPAIR ANY DAMAGE OF ASPHALT PAVING OCCURRED DURING AND/OR AS A RESULT OF THE CONSTRUCTION PROCESS.

DEMOLITION NOTE: CONTRACTOR SHALL REMOVE ALL EXISTING SKYLIGHTS FROM THE EXISTING HANGAR. THE INSTALLATION OF NEW REPAIR ROOF PANEL UNITS SHALL OCCUR IMMEDIATELY FOLLOWING THE DEMOLITION PROCESS.

NOTE: THE CONTRACTOR SHALL TAKE SPECIAL CARE TO INSURE THAT NO DAMAGE OR DISTORTION OCCURS TO THE EXISTING ROOFING PANELS, CAPS, TRIM, OR VENTS

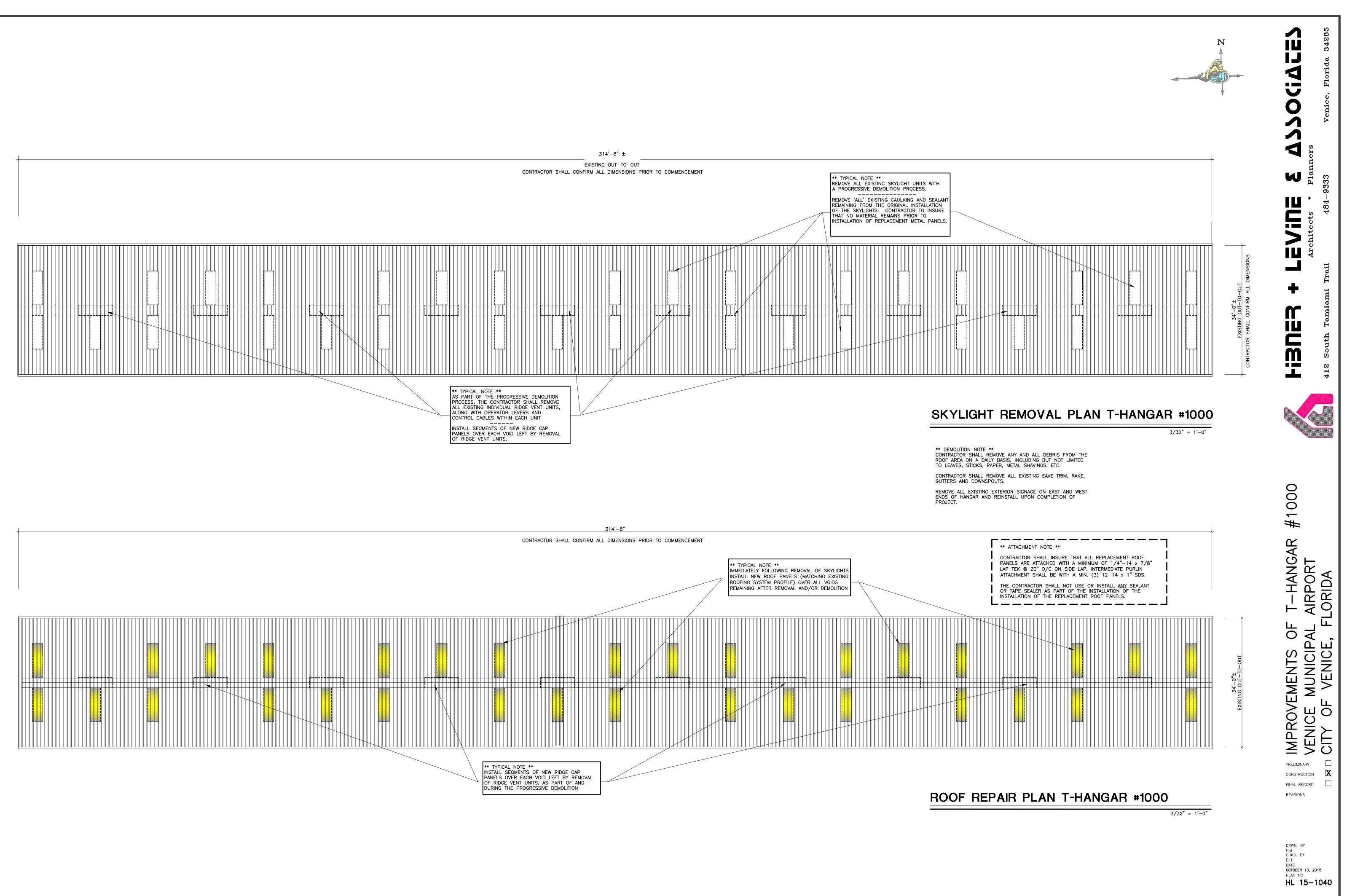
NOTE: THE CONTRACTOR SHALL MAKE ALL REQUIRED ON-SITE OBSERVATIONS AND DETERMINE THE EXACT DIMENSIONS OF ALL BUILDINGS AND REPLACEMENT PANELS OR TRIM, PRIOR TO BIDDING, ORDERING MATERIAL, OR CONSTRUCTION PROCESSES

ALL CONSTRUCTION SITE PERSONNEL SHALL WERE HIGH-VISIBILITY WARNING GARMENTS AT ALL TIMES WHEN

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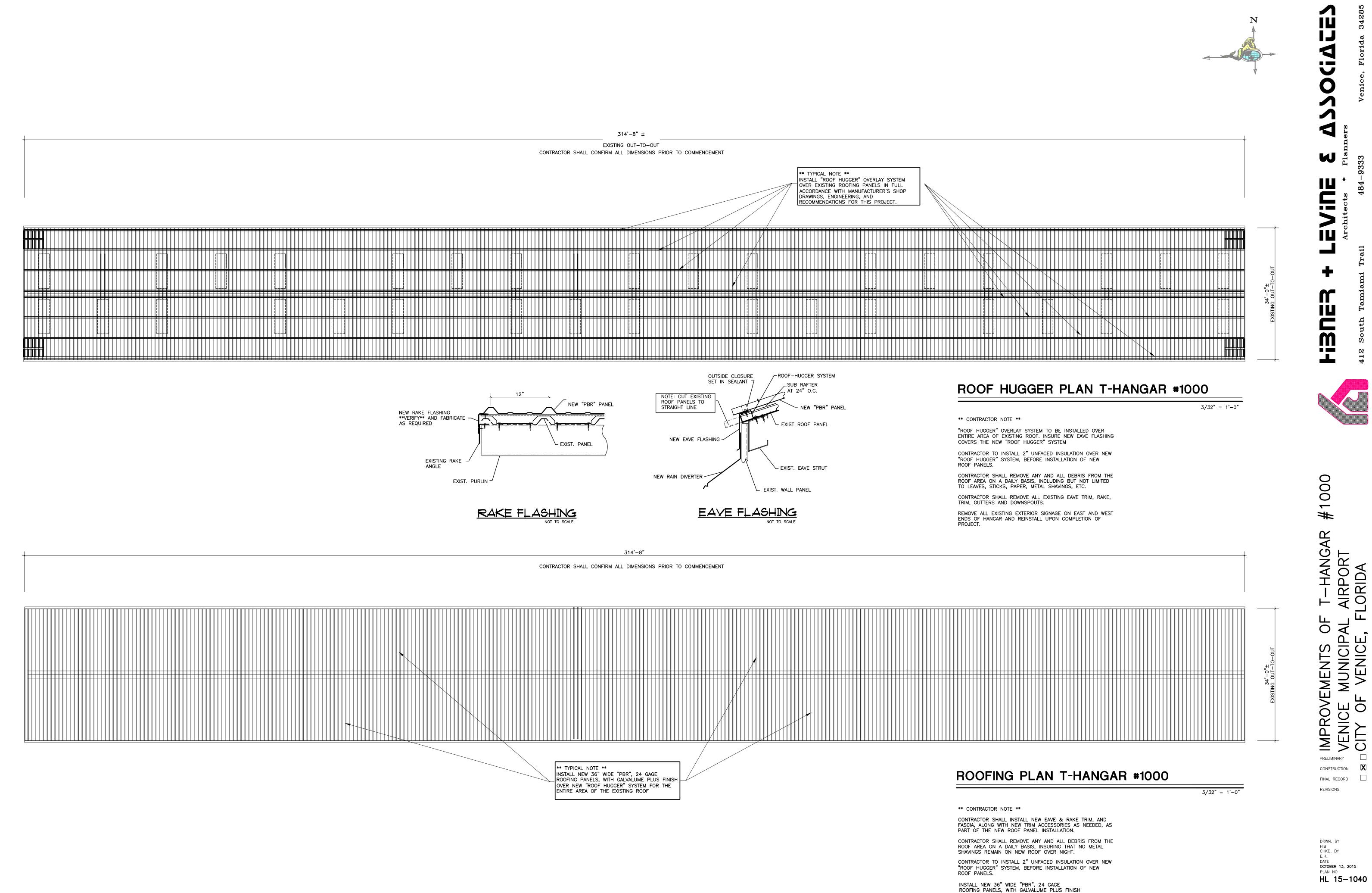
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SHEET NO.

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ROOFING PANELS, WITH GALVALUME PLUS FINISH OVER NEW "ROOF HUGGER" SYSTEM FOR THE ENTIRE AREA OF THE EXISTING ROOF

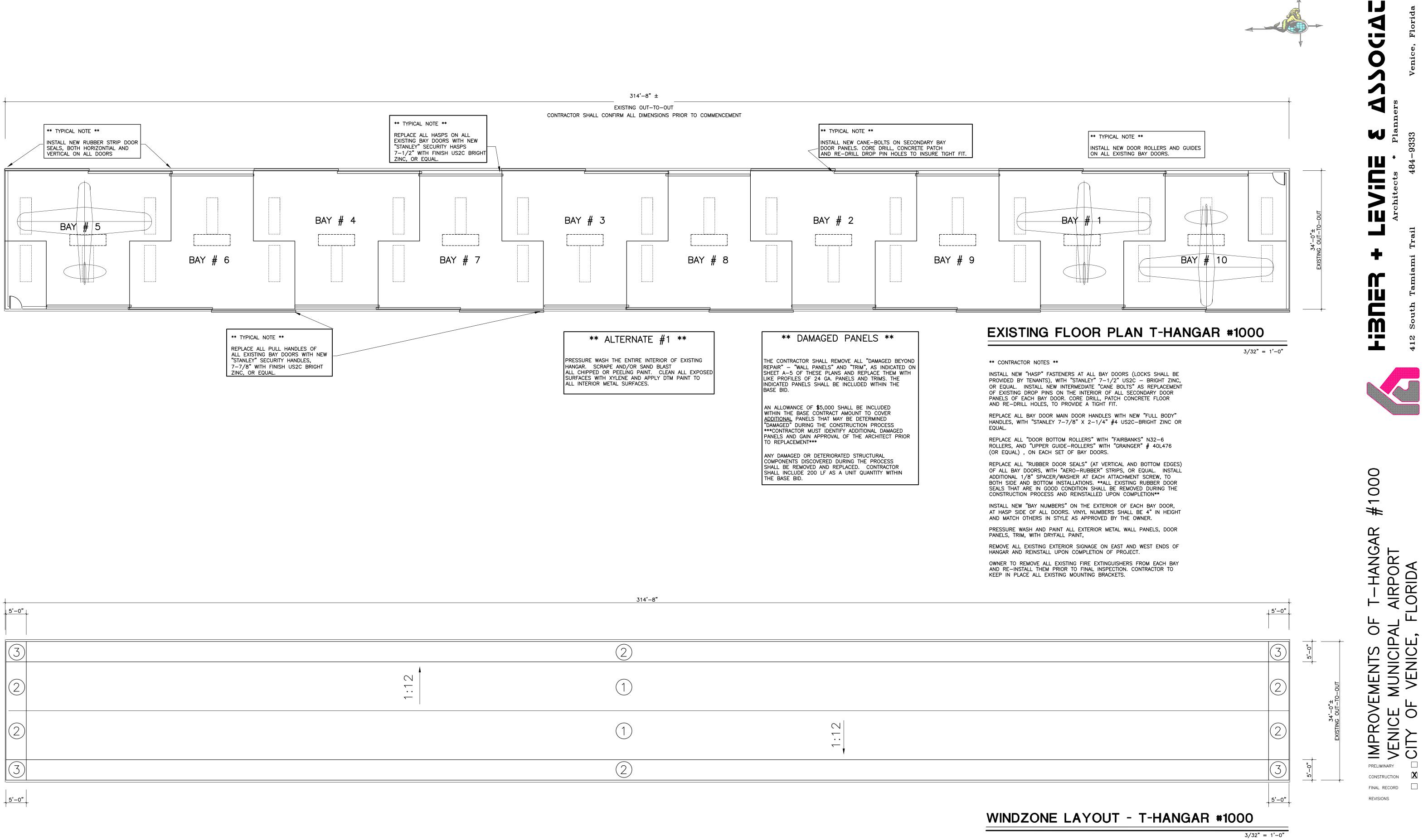
NO NEW GUTTERS OR DOWNSPOUTS WILL BE INSTALLED AS PART OF THIS PROJECT.

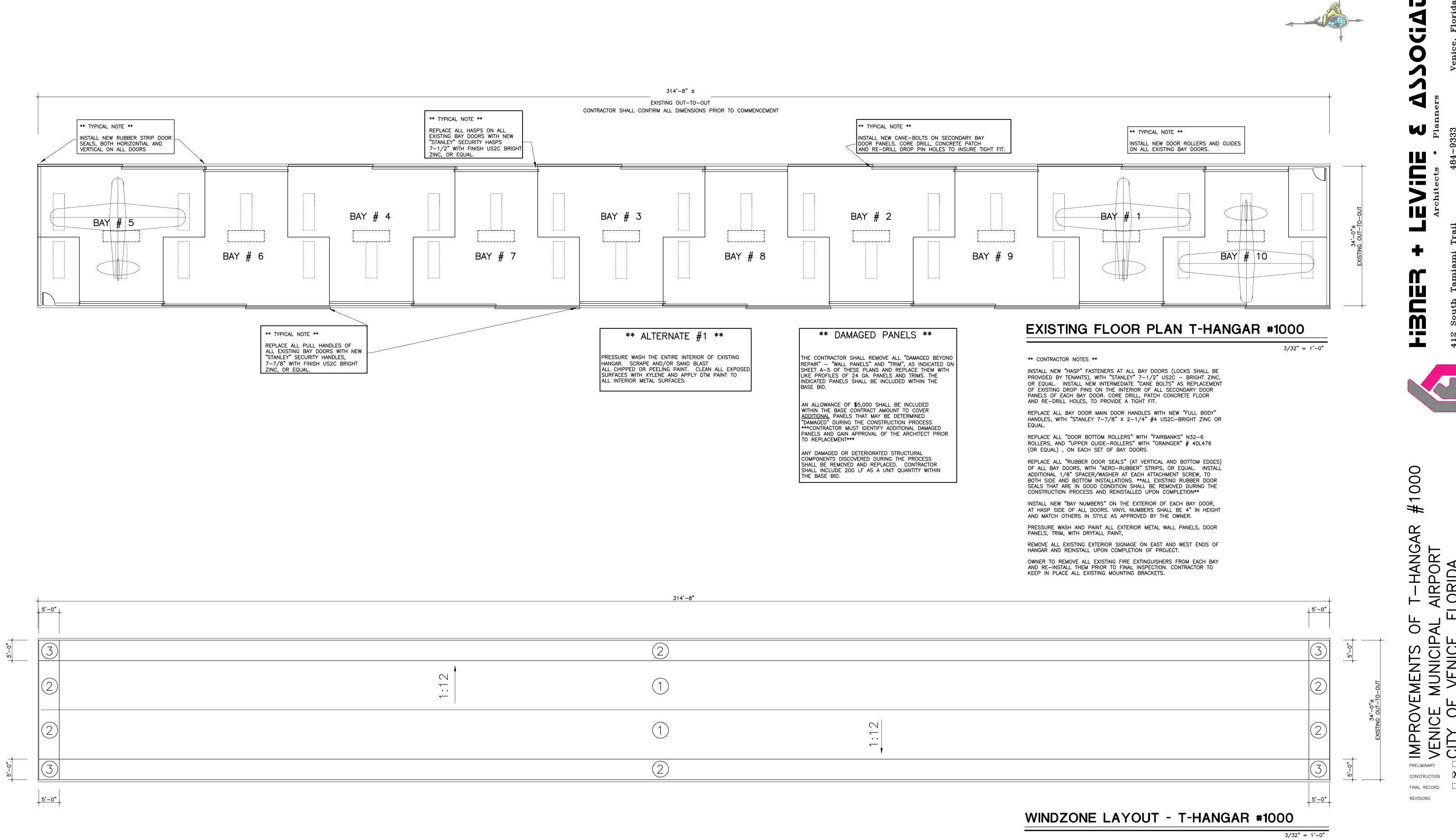
DO NOT SCALE DRAWINGS - USE CALCULATED DIMENSIONS

41

SHEET NO.

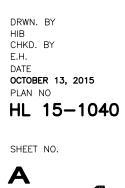
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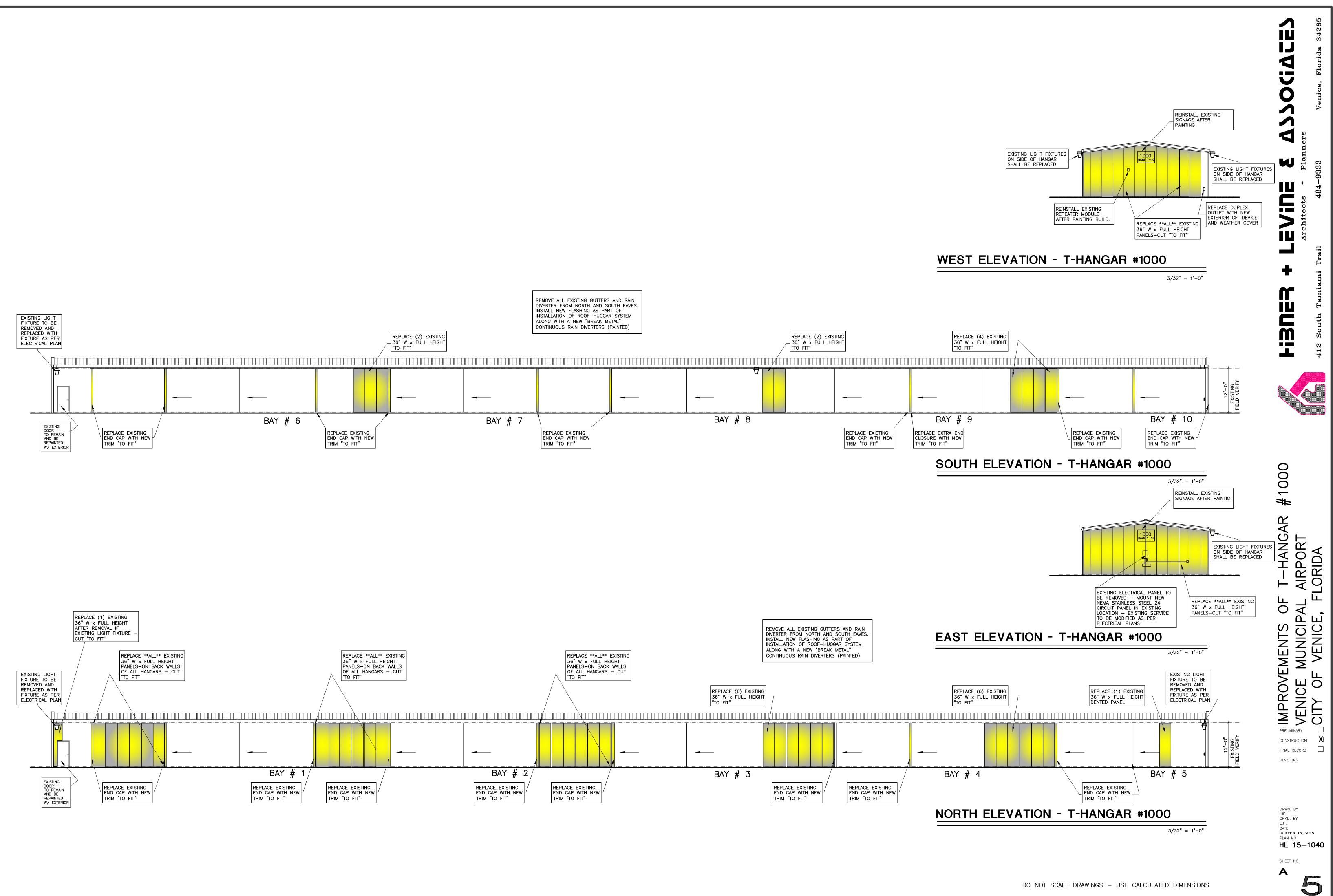


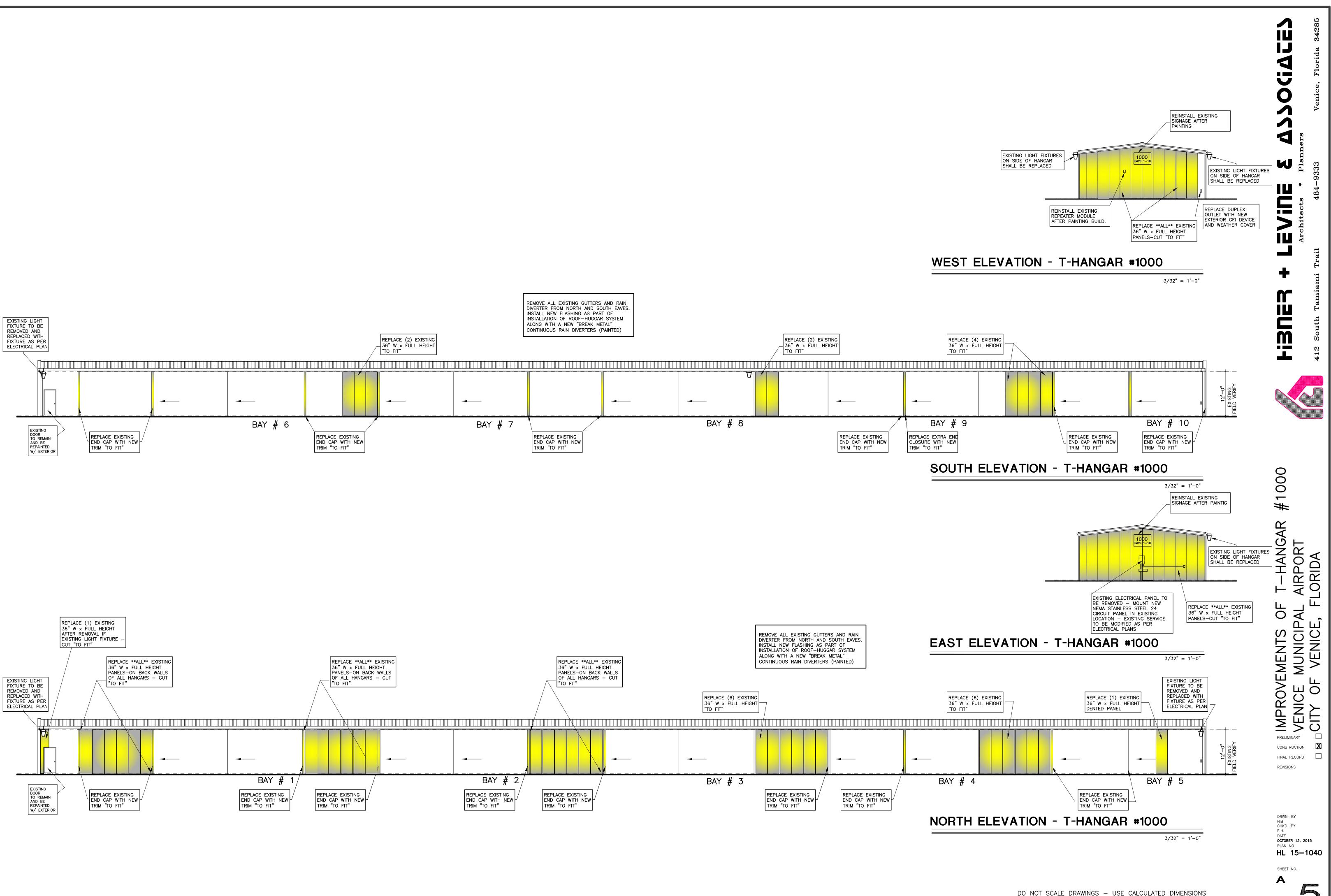
5'-0"
3
2
2
3
5'-0"

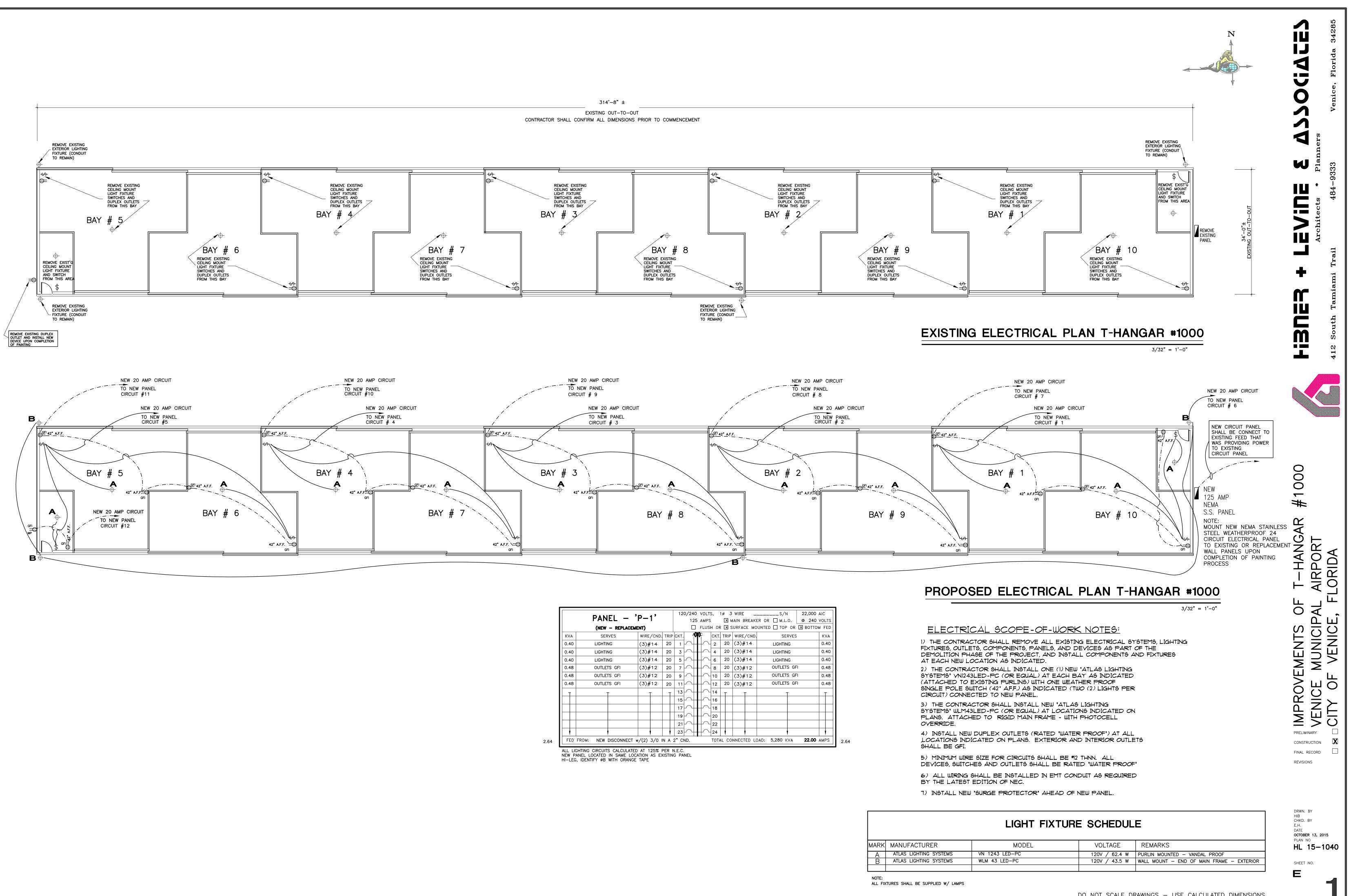
w	IND F	PRE	SSURES	
MAIN ROOF AREA	1	=	-36.8 PSF	
EAVE ZONE AREA	2	=	-53.4 PSF	
CORNER ZONE AREA	3	=	-80.4 PSF	



N

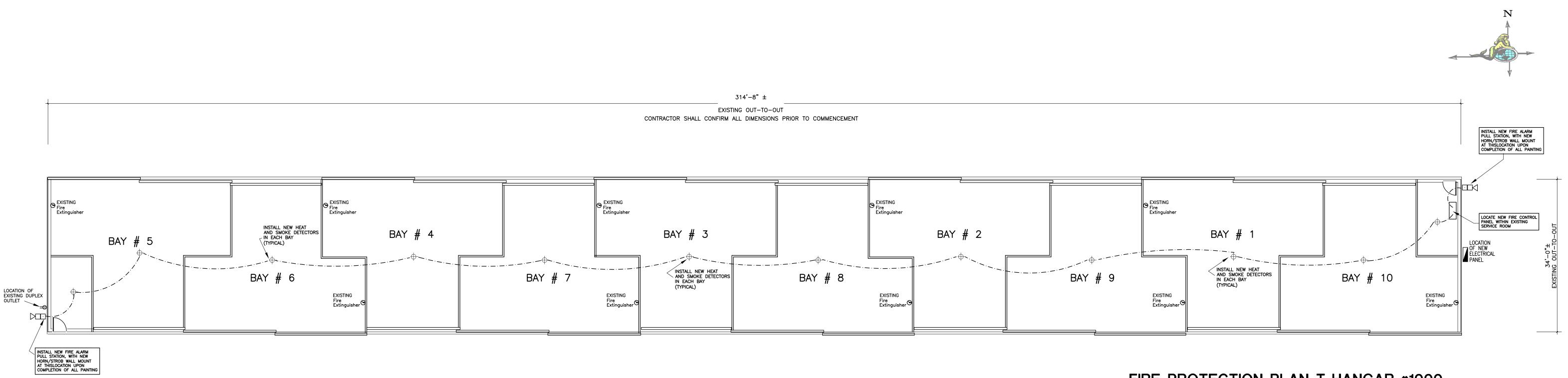


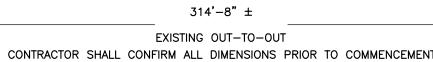




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🛛 MAIN BREAKER OR 🗌 M.L.O. 🛛 @ 240 VOLTS									TS			
OR 🛛 SURFACE MOUNTED 🗌 TOP OR 🖾 BOTTOM FED												
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6	2	0	(3)#	(3)#14 LIGHTING					0.	40		
8	2	0	(3)#	12	OUTLETS GFI					0.	48	
10	2	0	(3)#12		OUTLETS GFI					0.	48	
12	2	0	(3)#	3)#12 OUTLETS GF			GFI			0.48		
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TOTAL CONNECTED LOAD: 5,280 KVA 22.00 AMPS						PS						

DO NOT SCALE DRAWINGS - USE CALCULATED DIMENSIONS





4) THE CONTRACTOR SHALL SUBMIT 2 COMPLETE SETS OF DOCUMENTS, AS PREPARED BY THE FIRE ALARM PROVIDER/INSTALLER, FOR APPROVAL PRIOR TO THE ORDERING, PURCHASING, OR INSTALLATION OF ANY EQUIPMENT.

FIRE PROTECTION PLAN T-HANGAR #1000

SCOPE-OF-WORK NOTES:

1) THE CONTRACTOR SHALL INSTALL NEW HEAT & SMOKE DETECTORS WITHIN EACH OF THE EXISTING BAYS. WIRING AND CONDUIT FOR THESE DEVICES SHALL BE RUN TO THE NEW FIRE CONTROL ENUNCIATOR PANEL LOCATED WITHIN THE EXISTING SERVICE ROOM, AT THE EAST END OF OF THE BUILDING. NEW HORN/STROB UNITS SHALL BE INSTALLED ON THE EAST AND WEST ENDS OF THE BUILDING UPON COMPLETION OF ALL PAINTING.

2) THE CONTRACTOR SHALL INSTALL ONE EACH, NEW FIRE ALARM PULL STATION AT THE EAST AND WEST ENDS OF THE HANGAR, AS INDICATED ON THE DRAWINGS.

3) THE FIRE ALARM PANEL SHALL BE CONNECTED TO THE MAIN AIRPORT FIRE ALARM SYSTEM AT A FUTURE DATE, UNDER SEPARATE CONTRACT, AFTER NEW UNDERGROUND CABLE HAS BEEN INSTALLED.

00 **~** # IF T-HANGAR L AIRPORT FLORIDA ЧO A IMPROVEMENTS C VENICE MUNICIPA CITY OF VENICE, PRELIMINARY FINAL RECORD REVISIONS

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DRWN. BY HIB CHKD. BY E.H. DATE OCTOBER 13, 2015 PLAN NO HL 15-1040 SHEET NO. F

3/32" = 1'-0"

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: September 6, 2016

To: All Prospective Proposers

Re: ITB# 3040-16 Improvements to Hangar 1000 at the Venice Municipal Airport Re-Bid

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 August 22, 2016 at 10:00 A.M.

Summary:

Peter Boers, Procurement Manager, opened the meeting by reviewing the next important dates stating that the bids are due September 9, 2016 at 2:00 p.m. at City Hall room #204. The Bid Opening will take place in the Community Hall (conference room 114). The cut-off for questions is September 1, 2016 at 1:00 PM.

Mr. Boers stated that a 5% Bid Bond and P&P Bonds are required for this project.

Mr. Boers advised the bidders to read through Section 1: *General Conditions & Instructions to Offerors*. Section 16 *Local Preference* applies to this solicitation.

Mr. Boers advised that the Time to Completion is 120 days and stipulated damages \$250.00 per day for failure to complete beyond the designated time to completion.

Mr. Boers reviewed Section 3: Insurance Requirements.

General Liability -\$1,000,000 per occurrence Business Auto Liability - \$1,000,000 combined single limit Worker's Comp per State Statute

Mr. Boers review the Bid Information page, stating that his contact information was listed there, that all questions must be submitted in writing (via e-mail is preferable), and that the cut-off for questions was September 1, 2015 at 1:00 PM.

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.

Mr. Jim Eppley, City's Project Manager, reviewed the scope of work and provided a brief overview of the project:

The bidders were escorted onto the Airport for a site visit.

The following questions were received in writing:

1. Regarding the fire alarm system. Smoke detectors should not be used since the hangers are not a conditioned space due to false alarm issues. It's our understanding that other hangers do not have smoke detectors.

The requirement for Heat and Smoke Alarms, in each unit of Hangar #1000 has been modified to require only Heat Detector/Alarms in each unit. There will be no requirement for installation of Smoke Detectors.

2. Regarding rust on hanger bay doors. Extensive rust exists on the top member of the doors and at the bottom of doors at lower roller attachment point. The bottom plate is compromised due to rust. Using a 1 foot piece per location for replacement there will be 40 feet of repair on the hanger doors alone.

The Bidding Documents shall indicate the Contractor has included a "Unit Price" per lineal foot, for all required "structural repairs". The Unit Price will cover all repairs and/or replacement of structural members up to and including 800 feet.

3. Regarding the eave girt. Eve girt on north side of hanger has severe rusting in multiple locations compromising the structural integrity of the door tracking system full replacement is needed. Eave girt on south side has about 20% severe damage. Total amount of eave girt for possible replacement is about 375 l.f. which far exceeds the amount of expected replacement in bid documents.

The existing "Eave Struts" are structural members that provide collective support for the rolling doors. These Structural Members are governed by the requirements indicated with the Bidding Documents (see comment on #2)

4. It states that owner will supply C & D dumpsters and all associated dump fees. However, it does not talk about disposal of fluorescent fixtures, is owner going to take care of disposal of these also?

The Contract documents indicate that the City will dispose of all construction debris

5. It was brought up in the pre-bid meeting that sandblasting will not be allowed due to the possible ingestion of sand into aircraft and jet engines, how is rusted structural steel to be addressed prior to receiving the new paint finish that will satisfy the paint manufacturer so that warranty can be issued.

It has been deemed inappropriate to allow the use of any sandblasting products or procedure, associated with the exterior wall surfaces due to the close proximity of aircraft. Sand blasting is allowed on the interior painting, if all hangar doors and doors are closed during the procedure. The painting must be done in accordance with the painting manufacturer's recommendation, indicated as SSPC-SP2 and SSPC-SP1.

Peter A. Boers Procurement Department

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

Receipt Acknowledged:

Signature

Company

Date