

CITY OF VENICE
ITB Number # 3040-16 Bid Form

Improvements to Hangar 1000
Venice Municipal Airport

We propose and agree as follows:

A. Base Bid Improvements to Hangar 1000 and appurtenances, all as drawn and specifications for the exact sum of \$ 148,906.00

Completion Time We agree to complete the work, broom clean and ready for occupancy in 120 calendar days.

Base Bid Total in Words: one hundred and Forty eight Thousand nine hundred and Six

B. Alternate "A" 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 \$. 21,893.00

Completion Time We agree to complete the work, broom clean and ready for occupancy in 10 calendar days.

Alternate "A" Total in Words: Twenty one Thousand eight hundred and ninety Three

C. Alternate "B" 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 sum of \$ 66,221.00

Completion Time We agree to complete the work, broom clean and ready for occupancy in 90 calendar days.

Alternate "B" Total in Words: Sixty Six Thousand Two hundred and Twenty one

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D. Unit Pricing Unit Pricing for structural steel member replacement shall be as indicated below.
A quantity of ~~200~~⁸⁰⁰ 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
..... \$ 22.50 /l.f.

Signed


(By authorized member of the contracting firm)

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AIA Document A310™ - 2010

Bond No.:

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Pioneer Building & Development, Inc.
1150 Willis Ave.
Sarasota, FL 34232

SURETY:

(Name, legal status and principal place of business)
FCCI Insurance Company
6300 University Parkway
Sarasota, FL 34240-8424

OWNER:

(Name, legal status and address)
City of Venice, Florida
401 W. Venice Avenue
Venice, FL 34285

BOND AMOUNT: 5% of Bid

PROJECT:

(Name, location or address, and Project number, if any)
Bid No. 3040-16

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

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

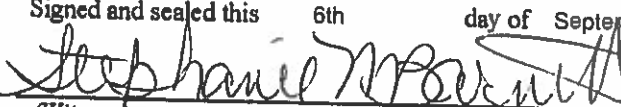
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 6th day of September, 2016


(Witness)

Pioneer Building & Development, Inc.

(Principal)

(Seal)

(Title)

FCCI Insurance Company

(Surety)

(Seal)


(Title) Nancy R. Perin, Attorney-in-Fact

Init.

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GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Darren Howard; Robert W Brown; Thomas Kochis; Nancy R Perin; Jared M Hawkins

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$5,000,000): **\$5,000,000.00**

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 22ND day of September, 2011.

Attest:

Craig Johnson
Craig Johnson, President
FCCI Insurance Company



Thomas A. Koval Esq., EVP, Chief Legal Officer,
Government Affairs and Corporate Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Craig Johnson, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2016

ARLENE CUEMAN
Notary Public, State of Florida
My Comm. Expires Sept. 25, 2016
No. EE 213082

Arlene Cueman
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Thomas A. Koval, Esq., who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2016

ARLENE CUEMAN
Notary Public, State of Florida
My Comm. Expires Sept. 25, 2016
No. EE 213082

Arlene Cueman
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 24, 2011 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 60TH day of SEPTEMBER, 2016

Thomas A. Koval, Esq., EVP, Chief Legal Officer,
Government Affairs and Corporate Secretary




FORM 3A INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS

LAST NAME — FIRST NAME — MIDDLE INITIAL BENNETT ROGER A			OFFICE / POSITION HELD
MAILING ADDRESS PO. Box 52212			AGENCY
CITY SPRINGDALE	ZIP FL	COUNTY DADE	ADDRESS OF AGENCY

WHO MUST FILE THIS STATEMENT

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

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

1. The competitive bid to which this statement applies has been made (strike one) submitted to the following government agency: CITY OF VENICE, FL		
2. The person submitting the bid is:	NAME ROGER BENNETT	POSITION OWNER
3. The business entity with which the person submitting the bid is associated is: PIONEER BUILDING & DEVELOPMENT, INC		
4. My relationship to the person or business entity submitting the bid is as follows:		
5. The nature of the business intended to be transacted in the event that this bid is awarded is as follows:		
a. The realty, goods, and / or services to be supplied specifically include:		
b. The realty, goods, and / or services will be supplied for the following period of time:		
c. Will the contract be subject to renewal without further competitive bidding? <input type="checkbox"/> Yes <input type="checkbox"/> No If so, how often?		
6. Additional comments:		
7. SIGNATURE 	DATE SIGNED 9/7/16	DATE FILED

FILING INSTRUCTIONS

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

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

CH FORM 3A — REV 1-04

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HOW DO I DETERMINE "LOCAL PREFERENCE"

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

Questions 1 – 4

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

YES ☒ If "yes", proceed to question 2.

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

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

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

YES ☒ If "yes", proceed to question 3.

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

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

YES ☒ If "yes", proceed to question 4.

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

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

YES ☒ If "yes", proceed to question 5.

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

Questions 5 – 7

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

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

NO ☐ If "no", proceed to question 6.

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

YES ☐ If "yes", STOP, local preference applies
NO ☐ If "no", proceed to question 7

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

YES ☐ If "yes", STOP, local preference applies
NO ☐ If "no", local preference does not apply.

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: ROGER BENNETT

Signature: [Signature]

Title: OWNER

Company Name: PIONEER BUILDING & DEVELOPMENT, INC

Address: 1150 WILLIS AVE

City, State, ZIP: SARASOTA, FL 34232

Telephone Number: 941-371-1212

Fax Number: 941-371-1538

E-mail address: RAB PIONEER @ GMAIL . Com

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

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

CONTRACTOR NAME: ROGER BENNETT

BUSINESS NAME: PIONEER BUILDING & DEVELOPMENT, INC.

By: [Signature]
Signature of Authorized Representative

Date: 9/6/16

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-Officers 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, ROGER A. BENNETT, being an authorized representative of the firm of
PIONEER BUILDING & DEVELOPMENT, Inc located at City
SAFESOTA, State FL, Zip Code 34232 Phone:
941-371-1212 Fax: 941-371-1538. Having read and

understood the contents above, hereby submit accordingly as of this Date,

9/6, 2016.

ROGER BENNETT
Please Print Name

Signature

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

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

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

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

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

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

Bidder (Company):

PIONEER BUILDING & DEVELOPMENT, INC.

Name and Title:

ROGER BENNETT, OWNER

Address:

1150 WILLIS AVE
SARASOTA, FL 34232

Telephone:

941-371-1212

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:

Printed name/title:

R. Bennett OWNER

Date:

9/6/16

ORDINANCE 95-12

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI. STORMWATER QUALITY

Sec. 19-141. Definitions.

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

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

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

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

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

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

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

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

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

BMPs shall be implemented as necessary, to insure that all discharges from construction activities are in compliance with the City of Venice EPA/NPDES Stormwater Permit and the Stormwater Master Plan, or the SWFWMD Permit

or EPA's NPDES Construction Activity General Permit, whichever is most stringent in its requirements.

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

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

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

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

Sec. 19-145. Illicit discharges.

It shall be unlawful for any person to discharge anything other than stormwater into the city's municipal separate storm sewer system whether such discharges occur through piping connections, runoff, exfiltration, infiltration,

seepage, or leaks. No person may maintain, use, or establish any direct or indirect connection to any storm sewer owned by the city that results in any discharge in violation of any provision of federal, state, city, or other law or regulation. This provision is retroactive to January 1, 1995, and applies to connections made prior to the effective date of this provision, regardless of whether made under a permit, or other authorization, or whether permissible under laws or practices applicable or prevailing at the time the connection was made.

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

Sec. 19-146. Inspections.

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

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

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

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

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

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

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

ATTEST: /s/ LORI STELZER, CMC, CITY CLERK

/S/ MERLE L. GRASER, MAYOR

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

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

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

ORDINANCE 96-09

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

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

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

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

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

Sec. 19-141. Definitions.

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

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

Sec. 19-146. Inspections.

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

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

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

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

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

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

ATTEST: /s/LORI STELZER, CMC, CITY CLERK

/S/ MERLE L. GRASER, MAYOR

I, LORI STELZER, City Clerk of the City of Venice, Florida, a municipal corporation in Sarasota County,

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

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

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

STATEMENT OF REFERENCES
FOR CONTRACTOR

NAME OF CONTRACTOR: ROGER BENNETT

BUSINESS ADDRESS: 1150 WILLIS AVE, SARASOTA, FL 34232

How many years have you been engaged in the business under the present firm name? 15 YEARS

List previous business experience: PROJECT MANAGER FOR DOOLEY & MACK,
GEE. GENE SIMMONS, KELLOGG & KIMSEY, R.J. CRAWFORD

List at least three construction references:

(1) Person to contact: ROGER PHELPS

Company Name: WESTFIELD SARASOTA SQUARE MALU

Address: 8201. S. TAMiami TRl, SARASOTA, FL 34231

Telephone: 941-922-9609 Date work performed: PAST 10 YEARS

(2) Person to contact: WINSTON STEPHEN

Company Name: WEST BRANDON TOWN CENTER

Address: 499 TOWN CENTER BLVD, BRANDON, FL

Telephone: 813-661-5100 Date work performed: PAST 8 YEARS

(3) Person to contact: STEVE CANNON

Company Name: ATOMIC TATTOOS

Address: _____

Telephone: 727-575-6238 Date work performed: PAST 6 YEARS

(4) Person to contact: _____

Company Name: _____

Address: _____

Telephone: _____ Date work performed: _____

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

NAME OF CONTRACTOR: PIONEER BUILDING & DEVELOPMENT, INC
BUSINESS ADDRESS: 1150 WILLIS AVE, SARASOTA, FL 34232

LIST SUBCONTRACTORS TO BE USED IN THE PROJECT:

- (1) Company Name: AMOSO ENTERPRISES
Address: 2320 TALL OAK CT., SARASOTA, FL 34232
Telephone: 941-377-1958 Phase of Work Sublet: METAL ROOFING
- (2) Company Name: LAND ELECTAX
Address: 5640 VANDORP RD, SARASOTA, FL 34241
Telephone: 941-371-1771 Phase of Work Sublet: ELECTRICAL
- (3) Company Name: PIONEER BUILDING & DEVELOPMENT
Address: 1150 WILLIS AVE, SARASOTA, FL 34232
Telephone: 941-371-1212 Phase of Work Sublet: PAINT
- (4) Company Name: _____
Address: _____
Telephone: _____ Phase of Work Sublet: _____

DRUG FREE WORKPLACE CERTIFICATION

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

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

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

- 1) This firm publishes a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) This firm informs employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) This firm gives each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), this firm notifies the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will 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 FL }
County of Sarasota } SS.

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

Before me, the undersigned authority, personally appeared:

ROGER BENNETT who, being first duly sworn, deposes and says that:

1. I am the OWNING (Owner, Partner, Officer, Representative or Agent) of PRIMA BUILDING & DEVELOPMENT 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 6th day of SEPT, 2016.

By: [Signature]

Sworn to and subscribed before me this 6th day of September, 2016, by Roger Bennett who ☐ is personally known to me or ☒ has produced his/her driver's license as identification.

[Signature]
Notary Public - State of Florida

Print Name: Stacy Biza

Commission No: FF9163924



QUALIFICATIONS STATEMENT

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

SUBMITTED TO:

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

CHECK ONE:

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

SUBMITTED BY:

NAME:

ADDRESS:

PRINCIPLE OFFICE:

PIONEER BUILDING & DEVELOPMENT
1150 WILLIS AVE, SARASOTA, FL
SARASOTA

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

The correct name of the Offeror is:

PIONEER BUILDING & DEVELOPMENT

The address of the principal place of business is:

1150 WILLIS AVE, SARASOTA, FL
34232

If the Offeror is a corporation, answer the following:

a. Date of Incorporation: _____

b. State of Incorporation: _____

FLORIDA

c. President's Name: _____

ROGER BIENNETT

d. Vice President's Name: _____

N/A

e. Secretary's Name: _____

N/A

f. Treasurer's Name: _____

N/A

g. Name and address of Resident Agent: _____

N/A

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

a. Date of Organization: _____

N/A

b. Name, address and ownership units of all partners: _____

c. State whether general or limited partnership: _____

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

N/A

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

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

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

N/A

ACKNOWLEDGEMENT

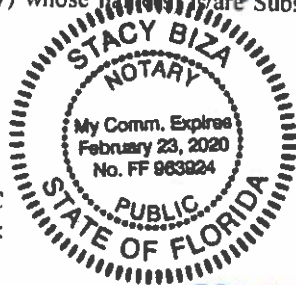
State of Florida

County of Sarasota

SS.

On this the 16 day of September, 2016, before me, the undersigned Notary Public of the State of Florida, personally appeared Roger Bennett and (Name(s) of individual(s) who appeared before notary) whose name(s) is/are Roger Bennett Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

NOTARY PUBLIC
SEAL OF OFFICE:



NOTARY PUBLIC, STATE OF Florida

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

☐ Personally known to me, or ☒ Produced Identification FL Driver License ☒ DID take an oath, or ☐ DID NOT take an oath

NON-COLLUSIVE AFFIDAVIT

State of _____ }
County of _____ } SS.

ROGER BENNETT being first duly sworn, deposes and says that:

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

Signed, sealed and delivered
in the presence of:

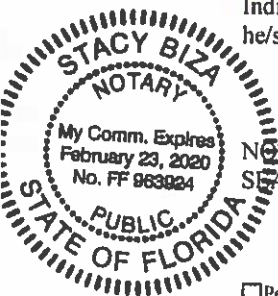
By:

[Signature]
ROGER BENNETT
(Printed Name)
OWNER
(Title)

ACKNOWLEDGEMENT

State of Florida
County of Sarasota

On this 6 day of Sept, 2016, before me, the undersigned Notary Public of the State of Florida, personally appeared Roger Bennett and (Name(s) of Individual(s) who appeared before notary) whose name(s) in/are Subscribed to the written instrument, and he/she/they acknowledge that he/she/they executed it.



NOTARY PUBLIC
SEAL OF OFFICE:

[Signature]
NOTARY PUBLIC, STATE OF Florida

Stacy Biza


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

☐ Personally known to me, or ☒ Produced Identification FL Driver's License ☒ DID take an oath, or ☐ DID NOT take an oath

PUBLIC ENTITY CRIME INFORMATION

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

I, ROGER BIENNETT, being an authorized representative of
the firm of PIONEER BUILDING & DEVELOPMENT, located at City:
SARASOTA State: FL Zip: 34232, have
read and understand the contents of the Public Entity Crime Information and of this formal
BID/ITB package, hereby submit our proposal accordingly.

Signature: 
Phone: 941-371-1212
Federal ID#: 03-0427707

Date: 9/6/16
Fax: 941-371-1538

**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. Eave 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