

BID FORM

CITY OF VENICE RENOVATION WORK AT THE LANING ARCHIVES AND RESEARCH CENTER

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ARTICLE 1 - BID RECIPIENT

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

ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS

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

Bid Receipt

ITB# 3086-18

Bid Name: Renovation Work at the Laning Archives and Research Center

Time Stamped:

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

Addendum No.	Date Received	Addendum No.	Date Received
<u>1</u>	<u>June 11, 2018</u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

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

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

3.02 Bidder further represents that:

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

ARTICLE 4 – BIDDER’S CERTIFICATIONS

4.01 Bidder certifies that:

- A. this Bid is genuine and is not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid
- C. Bidder; has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive or coercive practices in

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competing for the Contract. For the purposes of the Paragraph 4.01.D;

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

ARTICLE 5 - BASIS OF BID

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

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BID SCHEDULE
CITY OF VENICE CITY HALL FRONT ENTRY IMPROVEMENTS
ITB NUMBER 3086-18

Item No	BASE BID - Description	Unit	Qty	Unit Price	Extension
1	ALL CONSTRUCTION ITEMS IN ACCORDANCE WITH THE PLAN SET DATED DECEMBER 15, 2017	LS	1		152,820.00
	SUB TOTAL:				
	CITY RESERVE (INCLUDE IN BID TOTAL):	LS	10%		16,980.00
	LUMP SUM BASE BID PLUS CITY RESERVE:				169,800.00
	ALTERNATIVE A - Description	Unit	Qty	Price	Extension
	DEDUCT FOR REMOVAL FROM SCOPE OF WORK FOR FIRE SUPPRESSION SYSTEM PER SHEET P0.1	LS	1	8,600.00	(8,600.00)
	LUMP SUM DEDUCT ALTERNATIVE A:				(161,200.00
	ALTERNATIVE B - Description	Unit	Qty	Price	Extension
	DEDUCT FOR REMOVAL FROM SCOPE OF WORK FOR CONCRETE WALK PER SHEET A3.1 AND SIGNS AND STRIPING PER SHEET C3.01	LS	1	4,200.00	(4,200.00)
	LUMP SUM DEDUCT ALTERNATIVE B:				(165,600.00
	ALTERNATIVE C - Description	Unit	Qty	Price	Extension
	DEDUCT FOR REMOVAL FROM SCOPE OF WORK FOR INTERIOR PAINTING	LS	1	5,000.00	(5,000.00)
	LUMP SUM DEDUCT ALTERNATIVE C:				(164,800.00

OWNER reserves the right to select the lowest responsible bidder based on a combination of the Lump Sum Base Bid and any combination of selected Deductive Alternatives which provide a price closest to the OWNER'S project budget and other factors as contained in the City's Procurement Policy.

OWNER further reserves the right to negotiate a change in scope with the lowest responsible and responsible bidder in order to stay within its project budget.

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

NAME OF BIDDER: Norman Alexander Contractor

BIDDER'S SIGNATURE: _____

CURRENT LICENSE NUMBER: CGC 1523266

DATE: 06.09.2018

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

ARTICLE 6 - TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within 90 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions within 120 calendar days after the date when the Contract Times commence to run, which days will be entered by OWNER into the AGREEMENT as the Contract Times.
- 6.02 Bidder accepts the provisions of the AGREEMENT as to liquidated and special damages, if any, in the event of failure to complete the Work within the Contract Times.

ARTICLE 7 - ATTACHMENTS TO THIS BID

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

ARTICLE 8 - DEFINED TERMS

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

ARTICLE 9 - BID SUBMITTAL

- 9.01 This Bid submitted on 06 - 11, 2018 by:

If Bidder is:

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Individual

Name (Typed or Printed): _____

By _____
(Individual's Signature)

Doing business as _____

License or Registration Number: _____

Business Address: _____

Phone No.: _____ Facsimile: _____

A Partnership

Partnership Name: _____ N / A

By: _____
(Signature of General Partner - Attach evidence of authority to sign)

(Name (Typed or Printed): _____

License or Registration Number: _____

Business Address: _____

Phone No.: _____ Facsimile: _____

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A Corporation

Corporation Name: N / A

(State of Incorporation)

By (Signature - Attach evidence of authority to sign)

Name and Title (Typed or Printed): (CORPORATE SEAL)

Attest: (Secretary)

License or Registration Number: (CORPORATE SEAL)

Business Address: (CORPORATE SEAL)

Phone No.: (CORPORATE SEAL) Facsimile: (CORPORATE SEAL)

Limited Liability Company

By: Soto Industries LLC
(Firm Name)

Florida
(State of Formation)

By: (Signature of Member/Authorized to Sign)

Norman Cardinale

(Printed or Typed Name and Title of Member Authorized to Sign)
(Attach evidence of authority to sign.)

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License or Registration Number: CGC1523266

Business Address: 3420 Bal Harbor Blvd

Punta Gorda Florida 33950

Phone No.: 941.830.6000 Facsimile:

A Joint Venture

Name of Joint Venture: N/A

First Joint Venturer Name:

By:
(Signature of First Joint Venturer - Attach evidence of authority to sign)

Name (Typed or Printed):
(Title)

Title:

Second Joint Venturer Name:

By:
(Signature of Second Joint Venturer - Attach evidence of authority to sign)

Name (Typed or Printed):
(Title)

(Each joint venturer must sign. The manner of signing for each individual, partnership, corporation or limited liability company that is a party to the joint venture shall be in the manner indicated above).

Business Address:

Phone and FAX number and address for receipt of communications to joint venture:

Phone: Facsimile:

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ARTICLE 10 – REQUIRED FORMS

Required Forms Check List:

ITB# 3086-18: Renovation Work at the Laning Archives and Research Center

- Proposal Bond
- Local Preference Form
- Qualifications Statement
- Co-operative Procurement with Other Jurisdictions
- Form 3A- Interest in Competitive Bid for Public Business
- Indemnification/Hold Harmless
- FDEP & U.S. EPA Construction Notices of Intent (NOI)
- Statement of References for Contractor
- Contractor's Statement of Sub-contractors
- Drug Free Workplace Certification
- Non-Collusive Affidavit
- Public Entity Crime Information
- "Article 9"- Bid Submittal

All required forms are included in this package. All forms must be filled out and returned with the firm's proposal.

Failure to do so will result in the firm being considered non-responsive and their proposal will be disallowed.

Mark N/A if not applicable to your firm

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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 _____, 2018.

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.

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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.

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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 and 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", proceed to question 7

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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, Norman Cardinale, being an authorized representative

of the firm of Norman Alexander, located at City:

Punta Gorda State: Florida Zip: 33950, have

read and understand the contents of the Public Entity Crime Information and of this

formal BID/ITB package, hereby submit our proposal accordingly.

Signature: 

Date: 6-14-18

Phone: 941 830 6000

Fax: _____

Federal ID#: _____

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NON-COLLUSIVE AFFIDAVIT

State of _____

County of _____

} SS.

_____ being first duly sworn, deposes and says that:

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

Signed, sealed and delivered
in the presence of:

By: _____

Norman Cardinale
(Printed Name)

(Title)

ACKNOWLEDGEMENT

State of Florida

County of Charlotte

On this 14th day of June, 2018, before me, the undersigned Notary Public of the State of
_____, personally appeared Norman Cardinale and (Name(s) of
Individual(s) who appeared before notary) whose name(s) in/are Sub-scribed to the written instrument, and
he/she/they acknowledge that he/she/they executed it.

NOTARY PUBLIC
SEAL OF OFFICE:



Edwina R. Edwards
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG041434

Expires 10/24/2020

(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

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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 X 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: Norman Cardinale

Signature: 

Title: Manager

Company Name: Norman Alexander

Address: 3420 Bal harbor Blvd

City, State, ZIP: Punta Gorda Florida 33950

Telephone Number: 941.830.6000

Fax Number:

E-mail address: Nac2@cox.net

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FORM 3A INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS

LAST NAME — FIRST NAME — MIDDLE INITIAL Cardinale Norman Alexander		OFFICE / POSITION HELD NONE
MAILING ADDRESS 3420 Bal Harbor Blvd		AGENCY
CITY Punta Gorda	ZIP 33950	COUNTY ADDRESS OF AGENCY

WHO MUST FILE THIS STATEMENT

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

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

1. The competitive bid to which this statement applies has been / will be (strike one) submitted to the following government agency:		
2. The person submitting the bid is:		
NAME ▼		POSITION ▼
3. The business entity with which the person submitting the bid is associated is:		
4. My relationship to the person or business entity submitting the bid is as follows:		
5. The nature of the business intended to be transacted in the event that this bid is awarded is as follows:		
a. The realty, goods, and / or services to be supplied specifically include: _____		
b. The realty, goods, and / or services will be supplied for the following period of time: _____		
c. Will the contract be subject to renewal without further competitive bidding? <input type="checkbox"/> Yes <input type="checkbox"/> No. If so, how often?		
6. Additional comments: N/A		
7. SIGNATURE	DATE SIGNED	DATE FILED
	6-11-2018	

FILED 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 1-05

INDEMNIFICATION/HOLD HARMLESS
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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, Norman Cardinale, being an authorized representative of the firm of

Norman Alexander located at City

Punta Gorda, State Florida, Zip Code 33950

Phone: 941.830.6000 Fax: _____ Having

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

06-11, 2018.

Norman Cardinale

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.

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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): Norman Alexander
Name and Title: Norman Cardinale Manager
Address: 3420 Bal harbor Blvd
Punta Gorda, FL 33950
Telephone: 941.830.6000

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: 06-11-2018
Printed name/title:

Norman Alexander Contractor

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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.

Norman Alexander Contractor

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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

Norman Alexander Contractor

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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

Norman Alexander Contractor

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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

Norman Alexander Contractor

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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.

Norman Alexander Contractor

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00410-27

STATEMENT OF REFERENCES
FOR CONTRACTOR

NAME OF CONTRACTOR: Norman Alexander

BUSINESS ADDRESS: 3420 Bal Harbor Blvd Punta Gorda FL 33950

How many years have you been engaged in the business under the present firm name? 8

List previous business experience: I have been associated in the contracting profession for 52 years

List at least three construction references:

(1) Person to contact: Justin Dunn

Company Name: Charlotte County

Address: 18500 Murdock, Port Charlotte 33948

Telephone: 941.743.1378 Date work performed: 2016

(2) Person to contact: Marian Pace

Company Name: City of Punta Gorda

Address: 326 West Marion Ave Punta Gorda 33950

Telephone: 941.575.3348 Date work performed: 2018

(3) Person to contact: Mary Trautmann

Company Name: _____

Address: 2150 Palm Tree Dr Punta Gorda 33950

Telephone: 734.818.0139 Date work performed: 2017

(4) Person to contact: Ben Reggiero

Company Name: _____

Address: Roseau dr Punta Gorda 33950

Telephone: 941.388.1323 Date work performed: 2016

Norman Alexander Contractor

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

NAME OF CONTRACTOR: Norman Alexander

BUSINESS ADDRESS: 3420 Bal harbor Blvd

LIST SUBCONTRACTORS TO BE USED IN THE PROJECT:

(1) Company Name: Pipe Dream Plumbing

Address: _____

Telephone: 941.624.3150 Phase of Work Sublet: Plumbing

(2) Company Name: Ken Tyner Electrial

Address: _____

Telephone: 941.815.7699 Phase of Work Sublet: Electrial

(3) Company Name: E.M.Frank

Address: _____ PORT CHARLOTTE

Telephone: _____ Phase of Work Sublet: Stucco

(4) Company Name: Piper Fire Protection

Address: 1595 Barber Rd Sarasota FL

Telephone: 941.377.2100 Phase of Work Sublet: Sprinkler

Norman Alexander Contractor

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DRUG FREE WORKPLACE CERTIFICATION

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

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

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

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



Contractor's Name Signature

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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: NORMAN CARDINALE
ADDRESS: 3420 Bal Harbor Blvd
PRINCIPLE OFFICE: Punta Gorda FL 33950

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:

Norman Alexander

The address of the principal place of business is:

3420 Bal Harbor Blvd Punta Gorda

If the Offeror is a corporation, answer the following:

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

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

- a. Date of Organization: _____
- b. Name, address and ownership units of all partners:

- c. State whether general or limited partnership: _____

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

Soto Industries LLC

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Member/Manager: Norman Cardinale

3420 Bal harbor Blvd Punta Gorda Fl 33950

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?
8 years

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

State of Florida
County of Charlotte

ACKNOWLEDGEMENT

SS.

On this the 14th day of June, 2018, before me, the undersigned Notary Public of the State of _____, personally appeared Norman Cardinale and (Name(s) of individual(s) who appeared before notary) whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

NOTARY PUBLIC
SEAL OF OFFICE:



Edwina R. Edwards
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG041434
Expires 10/24/2020

Edwina R Edwards
NOTARY PUBLIC, STATE OF _____

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

☒ Personally known to me, or ☐ Produced Identification: _____

☒ DID take an oath, or ☐ DID NOT take an oath

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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: June 8, 2018

To: All Prospective Proposers

Re: ITB# 3086-18: Renovation Work at the Laning Archives and Research Center

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 on June 1, 2018 at 9:00 A.M.

Peter Boers, Procurement Manager, opened the meeting

1. **Important dates:** Bids are due June 20, 2018 at 2:00 p.m. at City Hall room #204. Bids are to be delivered to Suite 204 in City Hall. The bid opening will take place in the Community Hall (room #114).
 2. The Cut-Off for questions will be Friday, June 8, 2018 at 1:00 PM
 3. Mr. Boers advised the bidders to read through *Instructions to Bidders*, but made note of the following Articles.
 - 5% Bid Security is required.
 - Time to completion is 180 days from NTP.
 - Mr. Boers advised that the stipulated damages for this project are \$250 per day.
 - The awarded contractor will be required to provide a Performance and Payment Bond equaling 100% of the contact amount. **EXHIBIT A**
 - Mr. Boers reviewed **EXHIBIT B: Insurance Requirements**.
 - General Liability -\$1,000,000 per occurrence
 - Business Auto Liability - \$1,000,000 combined single limit
 - Worker's Comp per State Statute
 - Builder's Risk Installation Floater
-

- Local preference is applicable to this bid.
4. Mr. Boers reviewed the required forms that must be returned with each firm's submittal. These required forms are listed in the Appendix of the bid document. Mr. Boers advised, even if a form does not pertain to said company - to still mark it with a "N/A" and return it with each submittal. Mr. Boers also advised that the *Required Forms List* could be used as a "check off" sheet for firms to use.
 5. Mr. Chip Swider the City's Consulting Architect (FawleyBryant), reviewed the scope of work and provided a brief overview of the project.
 6. Mr. Boers opened the floor for bidder's questions. He advised the attendee's to follow up in writing if they do not see an answer to their question published in an addendum and to not assume a change is in effect unless published in an addendum.
 7. A site visit was conducted at the project location.

QUESTIONS

- Q.** What will be the finish floor covering in all rooms?
- A.** Ceramic Tile and Base in Restroom, finished concrete in remainder of space.
- Q.** What will be finish wall & floor covering in restroom?
- A.** Painted Moisture Resistant Drywall, see also note above in this addendum for floor finish at restroom. - Manufacturer: Ilva
Distributor: Garden State Tile
Style: Compact
Color: Owner Selected
Tile Thickness 5/16"
Installation: stagger joints at 1/3 intervals
Acrylic Grout:
Grout Joints 3/16"
Grout Manufacturer: Mapei
Grout Type: FlexColor CQ
Per mfr. instructions: DO NOT seal grout.
Grout Color: Owner Selected
Use Coordinating 6"x12" Cove Base
Coordinate beveled threshold as required for ADA access.

Painted Drywall, and clean finished concrete. Rubber base – color to be selected by Owner.

Q. It states on demo plan to use old plumbing fixtures.

A. Re-use old toilet fixtures as ADA compliance allows per code.

Q. I assume there will be exterior hand railings in walkways.

A. No hand railings on exterior walkways are presumed as the slope is to be less than 2% per civil plans.

Q. RE: your "Public Works Performance Bond" form – 00410-41 paragraph 3 references a "Warranty period" – Your contract 6.19 Contractor's General Warranty and Guarantee (A)

Notes: "Contractor warrants and guarantees to Owner that all work will be in accordance with the Contract Documents and will not be defective for a minimum period of one (1) year."

Our Surety Company has some concerns with this language. The contract should establish a specific time period of warranty. Usually one (1) year. The contract states a *minimum* of one year – which opens the contractor and Surety up to several years or indefinite term to warranty defect or defaults.

Is it possible to have a specify time period of warranty on this contract?

A. 6.19 Contractor's General Warranty and Guarantee is amended as follows:

Contractor warrants and guarantees to Owner that all work will be in accordance with the Contract Documents and will ~~not be defective for a minimum~~ be warranted from defects in workmanship for a period of one (1) year from the date of substantial completion or from any subsequent date for repairs or corrections made under this warranty.

Warranties shall be as follows: Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect. It is expected by the Owner that there be a 1-year warranty period for materials and workmanship as a minimum.

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

NORMAN ALEXANDER
Company

10-14-18
Date

PROPOSAL BOND

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

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned,

Soto Industries LLC as Principal,

and Philadelphia Indemnity Insurance Company as Surety

are held and firmly bound unto the City of Venice, Florida, in the sum of

Five Percent of the Total Bid Amount \$ 5% of Bid, 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:

ITB# 3086-18: Renovation Work at the Laning Archives and Research Center

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 12th day of June, 2018.

Soto Industries LLC

Philadelphia Indemnity Insurance Company

Principal

Surety Abel Acosta, Attorney-in-Fact

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.



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PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint James R. Olsen, R.M. Friedlik, Gabby Acosta, and Abel Acosta, of J.R. Olsen Bonds & Insurance Brokers, City of Canoga Park, State of California its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

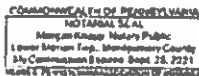
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27th DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

residing at:

Bala Cynwyd, PA

My commission expires:

September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 12th day of June, 20 18



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On 06/12/2018 before me, Esteban Flores, Notary Public,
(Here insert name and title of the officer)

personally appeared Abel Acosta

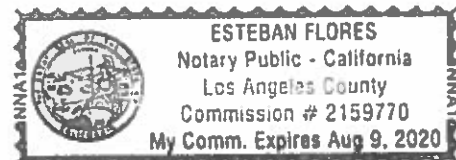
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bid Bond

(Title or description of attached document)

N/A

(Title or description of attached document continued)

Number of Pages two Document Date 06/12/2018

N/A

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☒ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/~~they~~ is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document