FNFINITE

BID FORM

CITY OF VENICE VENICE FISHING PIER REHABILITATION

TABLE OF ARTICLES

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ARTICLE 1 - BID RECIPIENT

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

ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS

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

ARTICLE 3 - BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
- 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
	06/13/18		
2	06/19/18		

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions, and (2) reports and drawings of Hazardous Environmental Conditions identified at the Site, if any, which that have been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.

- E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work (if any) to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

3.02 Bidder further represents that:

- A. this Bid is genuine and is not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding;
- C. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER; and

D. No person or persons acting in any official capacity for the OWNER are directly or indirectly interested in this Bid, or in any portion of the profit thereof.

ARTICLE 4 – BIDDER'S CERTIFICATIONS

- 4.01 Bidder certifies that:
 - A. this Bid is genuine and is not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
 - B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid
 - C. Bidder; has not solicited or induced any individual or entity to refrain from bidding; and
 - D. Bidder has not engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract. For the purposes of the Paragraph 4.01.D;
 - 1. Corrupt practice" means the offering, giving, or soliciting of anything of value likely to influence the action of a public official in the bidding process
 - 2. "Fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - 3. "Collusive practice" means to scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - 4. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 - BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):5.04 Unit prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.
- 5.05 Bidder acknowledges that estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price items will

- be based on actual quantities of Unit Price Work determined as provided in the Contract Documents.
- 5.06 All specified cash allowances are included in the price(s) set forth above and have been completed in accordance with Paragraph 11.02 of the General Conditions.

ARTICLE 6 - TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within 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 This Bid submitted on Oc126, 2018 by: 9.01 If Bidder is: Infinite Construction, LLC 6749 Idlewild St. Fort Myers, FL 33966 Individual Name (Typed or Printed): (Individual's Signature) Doing business as License or Registration Number:_____ Business Address:_____ Phone No.:______Facsimile:____ A Partnership Partnership Name: (Signature of General Partner - Attach evidence of authority to sign) (Name (Typed or Printed): License or Registration Number: Business Address:_____

Phone No.:______ Facsimile:____

Corporation Name:	
(State of Incorporation)	
Ву	
(Signature - Attach evidence of authority to sign)	
Name and Title (Typed or Printed):	
	(CORPORATE SEAL)
Attest:	
(Secretary)	
License or Registration Number:	
Phone No.:Facsimile:	
Phone No.:Facsimile:	
Phone No.:Facsimile:	
Phone No.: Facsimile:	
Phone No.:Facsimile:	

License or Registration Number: CGC 1522232
Business Address: 6749 Idlewild St. Fort Hyers, Fl 33966
Phone No.: 239-826-1268 Facsimile: NIA
Joint Venture
Name of Joint Venture:
First Joint Venturer Name:
By:(Signature of First Joint Venturer - Attach evidence of authority to sign)
Name (Typed or Printed): (Title)
Title:
Second Joint Venturer Name:
By:(Signature of Second Joint Venturer - Attach evidence of authority to sign)
Name (Typed or Printed): (Title)
(Each joint venturer must sign. The manner of signing for each individual, partnership, 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:



Department of State / Division of Corporations / Search Records / Detail By Document Number /

Detail by Entity Name

Florida Limited Liability Company INFINITE CONSTRUCTION, LLC

Filing Information

Document Number

L14000025539

FEI/EIN Number

46-4726900

Date Filed

02/13/2014

Effective Date

02/13/2014

State

FL

Status

ACTIVE

Principal Address

6749 IDLEWILD ST.

FORT MYERS, FL 33966

Mailing Address

6749 IDLEWILD ST.

FORT MYERS, FL 33966

Registered Agent Name & Address

KIRILINAS, PAULIUS

6749 IDLEWILD ST.

FORT MYERS, FL 33966

Authorized Person(s) Detail

Name & Address

Title AMBR

KIRILINAS, PAULIUS

6749 IDLEWILD ST.

FORT MYERS, FL 33966

Title AMBR

KIRILINAS, VILIJA

6749 IDLEWILD ST.

FORT MYERS, FL 33966

Annual Reports

Report Year

Filed Date

2016

03/10/2016

2017 01/09/2017 2018 01/05/2018

Document Images

01/05/2018 - ANNUAL REPORT	View image in PDF format
01/09/2017 - ANNUAL REPORT	View image in PDF format
03/10/2016 - ANNUAL REPORT	View image in PDF format
01/20/2015 - ANNUAL REPORT	View image in PDF format
02/13/2014 - Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

Addendum #1 - Bid Schedule Venice Fishing Pier Rehabilitation ITB #3087-18

BID ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL COS	ST
1	Mobilization	1	LS	\$8.048.96	\$ 8.049	-96
2	General conditions	1	LS	\$37.952.50		-50
3	Demo and dispose of existing railings	1,536	FT	\$14.50	\$ 22,272	-D(
4	Demo and dispose of existing decking	12,038	SF	\$2.91	\$ 35,030	-5º
5	Demo / secure existing services	1	LS	36,127.85	\$ 6,127	-85
6	Demo and dispose of existing bait shack	1	LS	\$2,506.62	¢	762
7	Correct stringers alignment	2,735	FT	31.50	\$ 4,102	- <u>-</u> -50
8	Supply and install new decking	12,038	SF	\$19.14	\$ 230,407	-3 <i>6</i>
9	Supply and install new railings	1,536	LF	\$122.37	\$ 187,960	-36
10	Supply and install new bait shack	1	LS	422,146.83	•	-83
11	Supply and install pigeon deterrent system	12,038	SF	\$2.97	\$ 35,752	-86
12	Supply and install new fish cleaning stations	6	EACH	\$1505.93	\$ 9,035	-5 ₈
13	Supply and install new rod holders	20	EACH	\$146.29	\$ 2,925	-80
14	Restore electrical service	1	LS	\$12,075.00	œ.	
15	Supply and install new lights	23	EACH	\$1,337.38	\$ 30.759	74
16	Restore plumbing service	1	LS	\$2,428.19	\$ 2,428	-19
17	Demobilize	1	LS	9533.05	\$ 533	-05
	TOTAL NOT T	O EXCEED	LUMP SU	MP BASE BID:	\$ 649,965	70
		10%	OWNERS (CONTIGENCY:	\$ 64,996	-57
	TOTAL NOT TO EXCEED LUMP SUMP BASE BID	WITH 10%	OWNERS (CONTIGENCY:		-27
Iternate A	Add / (Deduc	:t)				
	Replace lighting poles with FWC Marine Turtle vandalism resistant step lights including design and permitting of the new light fixtures, removal of existing light poles and pigeon deterrent installation on light pole pad remaining.	1	LS	\$23,907. <i>0</i> 0	\$ 23,907	-00
	TOTAL NOT TO EX	CEED LUN	IP SUM AL	TERNATE A:	\$ 23,807	-00

Notes:

- It is the Contractor's responsibility to verify field conditions and inspect the project site to determine the quantities required to complete the project prior to submitting the Not to Exceed Lump Sum Bid.
- Individual quantities and bid items listed must be verified by the contractor prior to providing the final lump sum bid amount.
- The Engineer and the City do not warranty that the quantities are accurate

DATE: O6	126/18			
SUBMITTED BY:	Infinite	Construction	110	(Contractor Business Name)

ARTICLE 10 – REQUIRED FORMS

Required Forms Check List:

ITB# 3087-18: Venice Fishing Pier Rehabilitation

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

PROPOSAL BOND

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

KNOW ALL MEN BY THESE PRESENT	S: That we, the undersigned,
Infinite Construction, LLC	as Principal,
and Developers Surety and Indemnity Company	as Surety
are held and firmly bound unto the City of	Venice, Florida, in the sum of
Five Percent of Amount Bidand truly to be made, we hereby jointly and successors and assigns.	\$, for the payment of which, well severally bind ourselves, our heirs, executors, administrators,
The condition of the above obligation is such specified as:	h that if the attached Proposal of Principal and Surety for work
#3087-18 Venice Fishing Pier Rehabilitation, 1600	Harbor Dr. S., Venice Island, FL 34285
specifications provided heretofore, all within (10) days after notice of said award, enter in Bond with surety or sureties to be approved otherwise the same shall be in full force and be paid to the City as stipulated or liquidated	
Signed this 26th day of June	, 2018.
By: Poulius Krijings. Constitution, LLC Principal must indicate whether corporate	By Lisa Roseland, Attorney-In-Fact & FL Licensed Resident Agent Lion, partnership, company, or individual.
	riting, sign the Principal's name, his own name, and his title.

POWER OF ATTORNEY FOR DEVELOPERS SURETY AND INDEMNITY COMPANY INDEMNITY COMPANY OF CALIFORNIA

PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

Kim E. Niv, Patricia L. Slaughter, Leslie M. Donahue, Jeffrey W. Reich, Susan L. Reich, Teresa L. Durham, Don Bramlage, Gloria A. Richards, Lisa Roseland, Cheryl Foley, jointly or severally

as their true and lawful Attomey(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attomey(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attomey(s)-in-Fact, pursuant to these presents, are hereby retified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attomey, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this 6th day of February, 2017.

By: Daniel Young, Senior Vice-President

By: Mark Lansdon, Vice-President

1936 S



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 Orange

On <u>February 6, 2017</u>

_ before me,

Lucille Raymond, Notary Public

personally appeared .

Daniel Young and Mark Lansdon

LUCILLE RAYMOND
Commission # 2081945
Notary Public - California
Orange County

Orange County
My Comm. Expires Oct 13, 2018

Place Notary Seal Above

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(les), 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 _

ucille Raymond, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 26th

day of June

, 2018,

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eff. Seide

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ATS-1002 (02/17)

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. Ouestions 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 5-75. 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 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

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 ✓ Corporation 401 W. Venice Avenue] Partnership Venice, Florida 34285 Individual Joint Venture SUBMITTED BY: Other Infinite Construction, LLC 6749 Idlewild St. Fort Hyere, F1 33966 Same as listed above NAME: ADDRESS: PRINCIPLE OFFICE: State the true, exact, correct and complete legal name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business. The correct name of the Offeror is: Infinite Construction, LLC The address of the principal place of business is: 6749 Idlewild St. Fort Myers, Fl 33966 If the Offeror is a corporation, answer the following: Date of Incorporation: 02/13/14 b. State of Incorporation: Florida Paulius Kicilinas President's Name: C. d. Vice President's Name: Secretary's Name: e. f. Treasurer's Name: Name and address of Resident g. Paulius Kirilinas 6749 Idlewild St. Fort Myers, F. 33966 Agent: If Offeror is an individual or partnership, answer the following: Date of Organization: Name, address and ownership units of all partners: 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:

	ence of compliance with the Florida Fictitious Name Statute.
many years has your organization been in business to Since 02/13/14	
a. Under what other former names has your or	ganization operated?
of Florida SS. ty of Lee	OWLEDGEMENT
WINGUEL FLOOD	, 2018, before me, the undersigned Notary Public of the S us kinking and (Name(s) of indivi- scribed to the within instrument, and he/she/they acknowled
	Minus House
NDTARY PLIBHAGA	NOTARY PUBLIC, STATE OF Florid
SEAS OF OFFICE: Sonally knowledge of the content identification:	Name of Notary Public: Print, stamp, or type as commissio
conally known of the or the culture identification	☑ DID take an oath, or □DID NOT take an oath
sonally known of the for the first t	

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.

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. 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. Ge'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: Paulius Kicilinas
Signature: P. Ministry
Title: Owner / Managing Member
Company Name: Infinite Construction, LIC
Address: 6749 Idlewild St.
City, State, ZIP: Fort Myers, Fl 33966
Telephone Number: 239-826-1268
Fax Number: N/A
E-mail address: pKirilinas@inficonst.com

FORM 3A IN	TEREST IN C	OMPETITI	E BID FOR PUBLIC B	USINESS
	T NAME — MIDDLE INIT		OFFICE / POSITION HELD	
MAILING ADDRESS			AGENCY	
CITY	ZIP	COUNTY	ADDRESS OF AGENCY	

WHO MUST FILE THIS STATEMENT

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding, the public official has exerted no influence on bid negotiations or specifications; AND where divelopure 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 explicable to a public officer or employee.

INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS (Required by 6 112.918/12)(b), Fla. Stat.)

ETALLET ET CORLETTE ET ET CORTO E	OOD ILOU (REQUEED by \$ 112.513(12)(D), 112. State)
1. The competitive bid to which this statement applies has been / will be (str	lke 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	ia:
4. My relationship to the person or business entity submitting the hid is as for	
 The nature of the business intended to be transacted in the event that this The realty, goods, and / or services to be supplied specifically include. 	
 b. The realty, goods, and / or services will be supplied for the following p c. Will the contract be subject to renewal without further competitive bide 	
6. Additional comments:	
7. SIGNATURE	DATE SIGNED DATE FILED

FILING INSTRUCTIONS

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

NOTICE UNDER PROVISIONS OF FLORIDA STATUTES \$112.817, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES CROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

CE FORM 3A -- REV. 1-95

INDEMNIFICATION/HOLD HARMLESS

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

I, Paulius Kirilinas	, bein	ng an au	thorized rep	presentativ	e of the fir	m of
Infinite Construction						
Fort Myers	, State _	F2	, 7	Zip Code _	33966	
Phone: 239-826-1268						
read and understood the contents	s above, he	reby sub	mit accord	ingly as of	this Date,	
06/26	, 20	018.				
Please Print Name						
A TOURSE A TIME I TAINING						
P. Majnila						
Signature						
This signed document shall rema or for the contract period, which	in in effect ever is long	t for a pe	eriod of one	(1) year fi	om the dat	e of signature
THIS PAGE	MUST BE COM	MPLETED &	& SUBMITTED	WITH OFFER	?	

00200-20

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):	Infinite Construction, 1)			
Name and Title:	Paulius Kirilinas, Owner	or / Managing Me	mber	
Address:	6749 Idlewild St.			
	Fort Hyers, Fl 33966			
Telephone:	239-826-1268			
	OW OF AUTHORIZED REPRESENT Y OF CITY ORDINANCES 95-12 an SAID ORDINANCES.			
Signature: Printed name	Missiles Paulius Kirilinas, Owner/Man	Date:_	06/26/18	
	Carlos Int Hillos, Social / Par	77		

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.

<u>SECTION 2</u>. Chapter 9, Water and Sewers, Article V, Prohibited Stormwater Discharges, is deleted in its entirety. <u>SECTION 3</u>. Chapter 19, Water and Sewers, Article VI, Stormwater Quality is added to read as follows:

ARTICLE VI. STORMWATER QUALITY

Sec. 19-141. Definitions.

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

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

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

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

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

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

- (1) **Industrial wastewater/illicit discharge**: Industrial wastewater/illicit discharge may not be discharged to the city's municipal separate storm sewer system.
- (2) Industrial stormwater: As required to comply with NPDES regulations, the quality of industrial stormwater which is discharged through the city's municipal separate storm sewer system may be subject to regulation or permitting, and any violation of such regulation or permit may be subject to an order to immediately cease such discharge.

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

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

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

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

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

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

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

Sec. 19-145. Illicit discharges.

It shall be unlawful for any person to discharge anything other than stormwater into the city's municipal separate

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

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

Sec. 19-146. Inspections.

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

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

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

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

Sec. 19-146. Inspections.

to read as follows:

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: Infinite Construction, LC
BUSINESS ADDRESS: 6749 Idlewild St. Fort Myers, F) 33966
How many years have you been engaged in the business under the present firm name?
List previous business experience: Civil & Marine Construction
List at least three construction references:
(1) Person to contact: Felicia Kirby, Project Manager
Company Name: Collier County Facilities Management Divison
Address: 3335 Tamiami Trail E. Ste 101 Noples, FL 34112
Telephone: 239-252-5014 Date work performed: 08/24/2017
(2) Person to contact: David Liccardi, Senior Project Manager
Company Name: City of Booita Springs
Address: 9101 Banita Beach Rd. Bonita Springs, Fl 34135
Telephone: 239-949-6244 Date work performed: 01/15/2018
(3) Person to contact: Soch Holler, Parks Maintenance Manager
Company Name: City of Scribel
Address: 750 Puntop Rd. Sanibel, Fl 33957
Telephone: _239-472-6397 Date work performed:04/05/2016
(4) Person to contact: James Zuver, Field Inspector Senior
Company Name: Collier County Transportation Engineering Division
Address: 3335 Tamiani Trail E Ste 101 Naplas, Fl 34112
Telephone: 239-253-1999 Date work performed: 01/17/2017

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

NAME	e of contractor:	e Construction, LLC
		vild St. Fort Myers, FL 38966
LIST S	SUBCONTRACTORS TO BE USED II	N THE PROJECT:
(1)	Company Name: Kingdom	Electric, Inc.
	Address: 2339 544h	Terrace SW Nagles, Fl 34116
	Telephone: <u>239-645-8139</u> P	hase of Work Sublet: Electrical
(2)	Company Name:Lucho (Jotenworks, Inc.
		St. Cape Coral, Fl 33991
		hase of Work Sublet: Linter / Plumbing
(3)	Company Name:	
	Address:	
	Telephone: Pl	hase of Work Sublet:
(4)	Company Name:	
	Address:	
	Telephone: Ph	nase of Work Sublet:

DRUG FREE WORKPLACE CERTIFICATION

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

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

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

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

Contractor's Name Signature

NON-COLLUSIVE AFFIDAVIT

Sta	te of Florida
Co	inty of <u>Lee</u> SS.
tha	Poulius Kirilings being first duly sworn, deposes and says
1. 4	He/she is the Owner Managing Member (Owner, Partner, Officer, Representative or Agent) of Infinite Construction, 11C 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.
	ed, sealed and delivered e presence of: By: F- Visin In
	Paulius Kirilinas (Printed Name) Owner / Managing Member (Title)
Ctat	ACKNOWLEDGEMENT
	of Fl
Cou	nty of <u>Lee</u>
On the Individual NOT	nis 22 h day of 1012, 2018, before me, the undersigned Notary Public of the State of and (Name(s) of idual(s), who appeared before notary) whose name(s) in/are Sub-scribed to the written instrument, and written instrument, and slowly as ideal with the state of and (Name(s) of idual(s), who appeared before notary) whose name(s) in/are Sub-scribed to the written instrument, and written ins
1/1/1	CRID THE CO. WILL
V) rer	Management of Produced Identification: DID take an oath, or DID NOT take an oath

PUBLIC ENTITY CRIME INFORMATION

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

I, Paulius Kirilinas	_, being an authorized representative
of the firm of Infinite Construction, 1).C, located at City:
Fort Myers State: Fl	
read and understand the contents of the Public Enti	ity Crime Information and of this
formal BID/ITB package, hereby submit our propo	osal accordingly.
Signature: 2. Ministers	Date: 06/26/18
Phone: 239-826-1268	Fax: NIA
Federal ID#: 46-4726900	



PROCUREMENT DEPARTMENT - CITY OF VENICE, FLORIDA NON-MANDATORY PRE-BID MEETING- ATTENDANCE SHEET ITB 3087-18 VENICE PIER REHABILITATION

MEETING: JUNE 8, 2018 AT 2:00 PM

<u>Q</u>	14	<u> </u>	12	1	10	9	00	7	0	On	4	ယ	N		*
				Charles Diehl	Sean Sullivan	field		Dave Lowell	Eric Shaffer	Brian Midolo	JJ Smiarowski	Brian Stirling	Kathleen Weeden	Peter Boers	Representative
				Custom Built Marine Contruction	Sully's , LLC	Coastal Marine Construction	Premier CPS	Ram Marine	Hecker Construction	Marine Contracting Group	Tampa Bay Marine	Stirling & Wilbur Engineering Group	City of Venice- Engineering	City of Venice- Procurement	Firm Name
				772-333-2383	941-539-8257	941-485-2101	813-323-5909	941-716-4789	636-557-7524	941-505-0271	813-672-1222	941-929-1552	941-882-7409	941-882-7422	Phone #
										941-505-0320				941-486-2790	Fax#
				charlie@custombuiltmarine.com	sean@sullysllc.com	larry@coastalmarineconstruction.com	Alvis@premier-florida.com	dave@rammarine.com	eshafferconst@gmail.com	blmidolo@mcgfl.com	tbm@tampabaymarineinc.com	bstirling@stirlingwilbur.com	kweeden@yenicegov.com	pboers@venicegov.com	E-mail

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 13, 2018

To: All Prospective Proposers

Re: ITB# 3087-18: Venice Fishing Pier Rehabilitation

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 8, 2018 at 2:00 P.M.

Peter Boers, Procurement Manager, opened the meeting

- 1. **Important dates:** Bids are due June 26, 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 Monday, June 18, 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 120 days from NTP.
 - Mr. Boers advised that the stipulated damages for this project are \$500 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 C: Insurance Requirements.

o General Liability -\$1,000,000 per occurrence

- o Business Auto Liability \$1,000,000 combined single limit
- Worker's Comp per State Statute Jones Act & Longshore Harbor Workers Exposures are applicable
- o 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 (Article 10 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. Bidders Qualification Statement (00451-1) does not have to be submitted with your bid.
- 5. Ms. Kathleen Weeden, City Engineer, reviewed the scope of work and provided a brief overview of the project.
- 6. Mr. Boers opened the floor for bidder's questions. He advised the attendee's to follow up in writing if they do not see an answer to their question published in an addendum and to not assume a change is in effect unless published in an addendum.

The following information provides clarification for information provided at the Pre-Bid Meeting or responses to questions:

- Lighting cuts sheets have been attached for both the pole lights included in the base bid and Alternate A Step Lighting Alternative. FWC has denied the under handrail lights and has determined that Alternate A would be for step lights instead. Attached is the information the fixture and specifications are attached. Attachment A. An updated Bid Schedule has also been provided as Attachment B to address the revision to Alternate A. Bidders must submit Addendum #1 of the Bid Form.
- 2. The stringer will need to be planed level to adjacent (+/- 1/8") or levelled with adjacent by adding pressure treated full width shimming where out of plane beams exceed 1/8" from adjacent. Shimming shall be installed between decking and beam, and fasteners for decking will pass through the shims. The estimated extent of shimming is 35% of all existing beams.
- 3. Laydown area will be made available on both the north and south side of the pier for staging and access adjacent to the beach. Final locations will be coordinated prior to the start of construction. Additional material storage may be placed across the street in the grassed parking area. It is the contractor's responsibility to secure all materials on-site. Access will be made available both north and south of the Venice Fishing Pier during construction.
- 4. The electrical services will be replaced as follows: The sub-panel for the Bait shack will be upsized to 125 amps main lug with 24 spaces, 24 circuits and be fed from the main panel with 100 amp 2 pole breaker in 2" schedule 80 PVC pipe with wire runs sized to Electrical codes per run. There will also be a 1 1/2" schedule 80 PVC pipe run on both north and south side of the pier for lighting circuit. The lighting circuit will be split up at the

beginning of pier to compensate lighting circuit on both sides of pier. Final electrical plans for permits and obtaining of Building Permits will be the responsibility of the contractor. The City will conduct an internal fund transfer for all required building permits including electrical, building permit for pier and bait shop and any other required building permits.

- 5. No pressure treated will be allowed for the posts.
- 6. The decking boards must be 16 feet full length.
- 7. Three (3) screw pattern is required on each decking board.
- 8. Water lines will be replaced as existing. A gate valve will need to be installed prior to demolition of the pier rails, decking and bait shop to allow the water to be shut off and then later connected. Water lines shall match existing configuration and materials.
- 9. Water lines and electrical/fiber conduit shall be connected to the pier with stainless steel conduit clips and stainless steel screws, spacing of support clips shall not exceed 48".
- 10. The fish cleaning stations shall be constructed with marine grade plywood with ½" thick King StarBoard with MicroShield, secured to plywood with countersunk ¾" stainless steel screws at 6" on center around entire perimeter.
- 11. The extra conduit included in the construction plans for future fiber is to house surveillance that will be installed in the future by others.
- 12. The FDEP Coastal Permit is currently being processed by FDEP with a request for approval of either post lights (included in base bid) or step lighting (Alternate A).
- 13. The City will allow replacement of wire mesh pigeon deterrent with complete blocking of the girder and all horizontal surfaces see attached. **Attachment C.**
- 14. ADA handrail locations should mirror the existing pier construction. Construction plans for the existing pier are attached. **Attachment D.**
- 15. The Pier may be completely closed during construction by securing the entrance as needed as long as it does not interfere with nesting marine turtles. Access under the pier may be restricted during phases of construction that cause safety hazards for pedestrians under the pier.

Questions received after Pre-Bid:

1. Question: "I spoke with the manufactures representative (Advantage Lumber, Stephen Meinczinger) yesterday about lead time to procure the materials for the Venice Fishing Pier. He sent me the quotation that he sent to Stirling & Wilbur Engineering and the first line of the quotation says, "THIS MUCH MATERIAL HAS TO COME FROM BRAZIL LEAD TIME 120-150 DAYS". With the bid date being in late June and City Council not approving until Mid-July, it appears the material may not even arrive until after the 1st of next year. This does not follow the time line the city was conveying at the prebid conference about being finished before Christmas 2018. Please make provisions to add 150 days procurement time after issuing the contract and notice to proceed."

Response: City Council direction was obtained on June 12th that due to the concerns about not finishing the project due to extended material procurement requirements, the schedule has been modified as follows: The bid opening will remain June 26, 2018. The intent is to award the contract at the July 10, 2018, meeting unless bonds, etc., are not executed. ., are not completed in time, award will be at the August 28, 2018 City Council meeting after Council summer break. Notice to Proceed will be issued for material procurement upon contract

approval and execution by the City. The anticipated construction start date has been moved to late April (after Easter) or early May with a 90 day construction period for substantial completion and 120 day for final completion.

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:

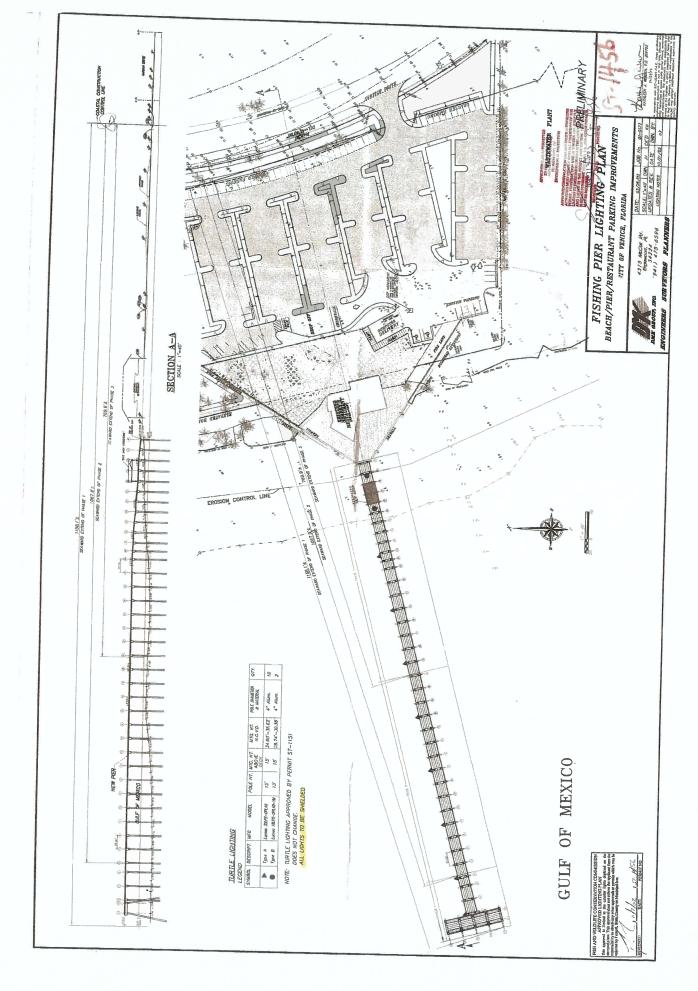
Signature

Infinite Construction, LLC

06/26/18

Date

Attachment A Pole and Step Lighting Specifications



Amber LED Fully Shielded or equivalent

	 Beach side shields and/or louvers for any fixture within line of sight of the beach.
	Name: Capitol Luminaire Catalog Number: CAP21, CAP26, CAP30 Required Options: Amber LED Manufacturer: Beacon Products Link: BeaconProducts.com Wildlife Lighting Certification Number: 2009-012 *additional shielding available* Landward side of structure only. Maximum mounting height of 12 feet. Beach side shields and/or louvers for any fixture within line of sight of the beach.
	Name: Maritas Luminaire Catalog Number: MAR21, MAR26, MAR30 Required Options: Amber LED Manufacturer: Beacon Products Link: BeaconProducts.com Wildlife Lighting Certification Number: 2009-013 *additional shielding available* Landward side of structure only. Maximum mounting height of 12 feet. Beach side shields and/or louvers for any fixture within line of sight of the beach.
in the second se	Name: Miramar DS Luminaire Catalog Number: MRDS21, MRDS26, MRDS30 Required Options: Amber LED Manufacturer: Beacon Products Link: BeaconProducts.com Wildlife Lighting Certification Number: 2009-014 *additional shielding available* Landward side of structure only. Maximum mounting height of 12 feet. Beach side shields and/or louvers for any fixture within line of sight of the beach.
	Name: Turtle Friendly LED Luminaire Catalog Number: SLL003P-800-0U0-004 Required Options: Amber LED Manufacturer: LEDtronics, Inc. Link: LEDtronics.com Wildlife Lighting Certification Number: 2010-016 Landward side of structure only. Maximum mounting height of 12 feet. Beach side shields and/or louvers for any fixture within line of sight of the beach.
TO STORY	Name: Highlight Series - Solar Powered Area Light Catalog Number: HLML-20-FW; HLML-30-FW; HLML-40-FW; HLML-60-FW; HLML-80-FW Required Options: Amber LED, Shield Manufacturer: SolarPath Sun Solutions Wildlife Lighting Certification Number: 2010-029 Landward side of structure only. Maximum mounting height of 12 feet. Beach side shields and/or louvers for any fixture within line of sight of the beach.
	Name: Tuitle Light-30W Catalog Number: DS73J



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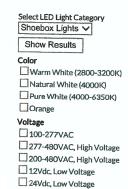
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LEDtronics Shoebox Lights Application Stories / Photos

	For use in areas, s	roved by Florida's F n areas where artific sea turtle nesting b	Friendly High P F&WCC Wildlife Lighting is needed leaches, migratory concommunities y 30W of Power Consi	hting Cer l adjacent orridors, a	Lighting rtification Program to ecologically sensitive nd Dark Sky Friendly
		ypical Mounting Hei		umea	
Part #: SLL003P-800-			PRICE MINIMUM BUY Volume Discount Thru Distributor	30	ORDER Call 800-579-4875
Attributes	Specifications	Installation Instructions	Energy Sav	rings	
			FWC		
Options	Glare Shield				
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- 5 Year LEDtronics Warranty
- ETL Listed
- When the luminaire's light is downward directed in a manner that has minimal intrusion into sea turtle nesting beaches, migratory corridors, and Dark Sky Friendly communities, it meets the criteria of the Wildlife Lighting Certification Program
- Five year warranty
- Very Low Power Consumption: Only 30 Watts
- · Solid-state: High Shock / Vibration Resistant
- Input Power Surge Protection: 40kA Varistor
- Long Life: Colored LEDs Last for 100,000+ Hours of Continuous Operation
- Less Weight: Luminaire Weighs Only 24 lbs as Compared to 39-42 lbs Conventional Lighting
- Optimized Circuitry: Power Factor Corrected for Maximum Efficiency
- Instant-On: No Delay in Re-Strike
- Super Intensity: 1,357 Footcandles
- Full Cutoff with Spectral Output Between 570nm and
- 30+ Years LEDtronics Design & Manufacturing

Available Options

Mounting accessories must be purchased with lamps and

- For use where light is needed adjacent to ecologically sensitive areas
- · Beachside Pole Lights
- Lighted Walkway Bollard Building External Doorw
- · Lighting in Coastal Envir
- · Any Area Where Turtle-Needed





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OF FIRST	STIRLING & WILBUR ENGINEERING GROUP	7085 SOUTH TANIAMI TRAIL	SARASOTA, FL 34231	PHONE (841) 928-1552 FAX (941) 929-1553	EMAIL: CAD@STIRLINGWILBUR COM	
			N V N		Consideration of the London	

 Project:	VENICE FISHING PIER	Proj #:	\$2017-092	192	
	REPAIRS 2018	Sketch	9: R1	By;	BHS
 Part	MASTER PLAN	Date:	02-09-18	18	
			Anthropopological physics of the same	ALIMAN DESIGNATION OF THE PERSON NAMED IN	Obsiderabilitimes & Applying

Step Lights Passo RT 12: Louvered Amber Option B - Replace shown fixtures with **LED 4.5 W**

BRIAN STIRLING, PE 34927

-RECONSTRUCT EXISTING BAIT SHOP, SEE SHEETS R5, R6, R7, AND R8, R9, AND R10
 Charteletes Sermony
 Age
 Max
 Against Matchine
 Matchine</th *DENOTES FISH CLEANING STATIONS. 6 LOCATIONS. SEE SHEET R4.

MASTER PLAN:

ALL DIMENSIONS ARE BASED ON AVAILABLE DRAWINGS, IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONFIRM.

Proposed
Step Light
Amber LED
4.5 W
installed
on inside of
pier railing.

	 Maximum mounting height of 12 inches for any floor above the ground floor.
	Name: Passo RT
	Catalog Number: PRCL8-A
	Manufacturer: Ameriux
	Required Options: Amber LED
	Link: Passo RT
	Wildlife Lighting Certification Number: 2018-002 • Light must be downward directed.
	 Maximum mounting height of 24 inches for the ground floor
	 only. Maximum mounting height of 12 inches for any floor above the ground floor.
	Name: L16 Wall Mount Step Light
	Catalog Number: L16
	Manufacturer: MP Lighting
	Required Options: Red LED
	Wildlife Lighting Certification Number: 2013-017
	Light must be downward directed.
	 Maximum mounting height of 24 inches for the ground floor only.
	Maximum mounting height of 12 inches for any floor above the ground floor.
	Name: E9-RCL
	Catalog Number: E9-RCL
	Manufacturer: Beachside Lighting
	Required Options: Amber LED
	Link: http://www.beachsidelighting.com/turtle-friendly/e9-rcl-turtle-friendly.html
	Wildlife Lighting Certification Number: 2012-010
	Light must be downward directed. Maximum mounting height of 24 inches for the ground floor
	only.
	Maximum mounting height of 12 inches for any floor above the ground floor.
	Name: E9-RL
	Catalog Number: E9-RL
	Manufacturer: Beachside Lighting
	Required Options: Amber LED
	Link: http://www.beachsidelighting.com/catalogsearch/result/? q=E9-RL
	Wildlife Lighting Certification Number: 2012-009
	 Light must be downward directed. Maximum mounting height of 24 inches for the ground floor
	only.
	Maximum mounting height of 12 inches for any floor above the ground floor.
	Name: E9-SQL
	Catalog Number: E9-SQL
	Manufacturer: Beachside Lighting
	Required Options: Amber LED
	Link: http://www.beachsidelighting.com/turtle-friendly/e9-sql-turtle-friendly.html





Features

The Passo family of luminaires includes high quality, architecturally relevant fixtures suitable for use in both outdoor or indoor applications. All members of the Passo family feature an independently sealed optical chamber and fully potted driver. These features are especially beneficial in exterior applications as they help compensate for the challenges in getting a good seal between a pre-installed back box and the faceplate as well as those challenges in fully sealing the conduit system Each luminaire is available in a choice of two output levels to help tailor the desired illuminance to the project and a standard 0-10v dimmable driver allows even further flexibility.



Product Overview

Wattage:

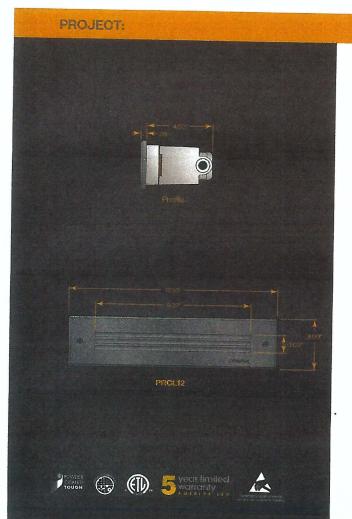
Up to 4.5W

Color Temp:

Amber

Dimming:

0-10v down to 10%



TYPE:

Application:

Designed for new construction in steps and wall-mounted applications.

Construction:

- Electrical grade PVC housing
- Internal optical chamber
- · Cast aluminum faceplate
- 1/8" tempered opal glass lens

Driver:

- Drive Current (175 or 350mA)
- 2.5kv surge protection
- · Fully potted
- Input voltage 120v-277v auto-sensing
- 0-10v dimmable down to 10%

ETL listed, suitable for wet locations.

Optics:

Individually sealed optical chamber with neoprene gasket insures LEDs are secure independent of the installation of the back box.

Finish:

Premium quality thermoset polyester powdercoat for a durable finish.

ANT - Anthracite Gray

BLK - Satin Black

CLB - Classic Bronze

Passo RT

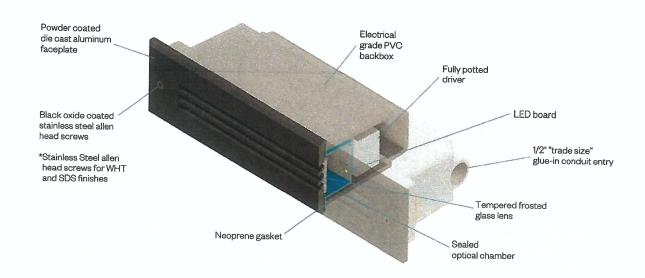
Louvered LED Steplight



PROJECT:

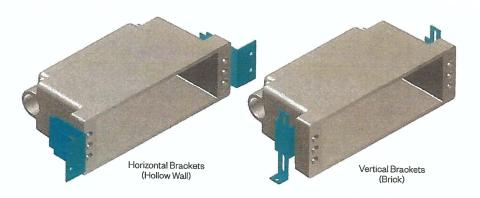
TYPE:

Construction Detail



Application Brackets:

(Included with order)



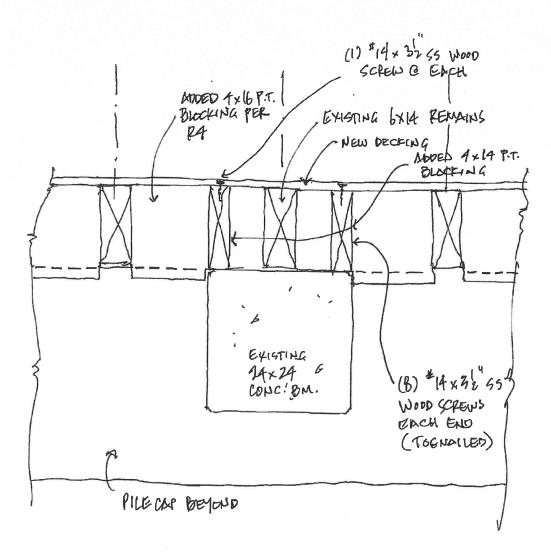
Ordering Information

Model Code	Parformance Code	COT	Nominal Input Power	Finish Code
PRCL12	AL	AMBER	3W	ANT, BLK
	АН	AMBER	4.5W	CLB

Ordering options shown as BOLD. Example: PCCS4/L30/ANT

Attachment B Addendum #1 – Bid Schedule

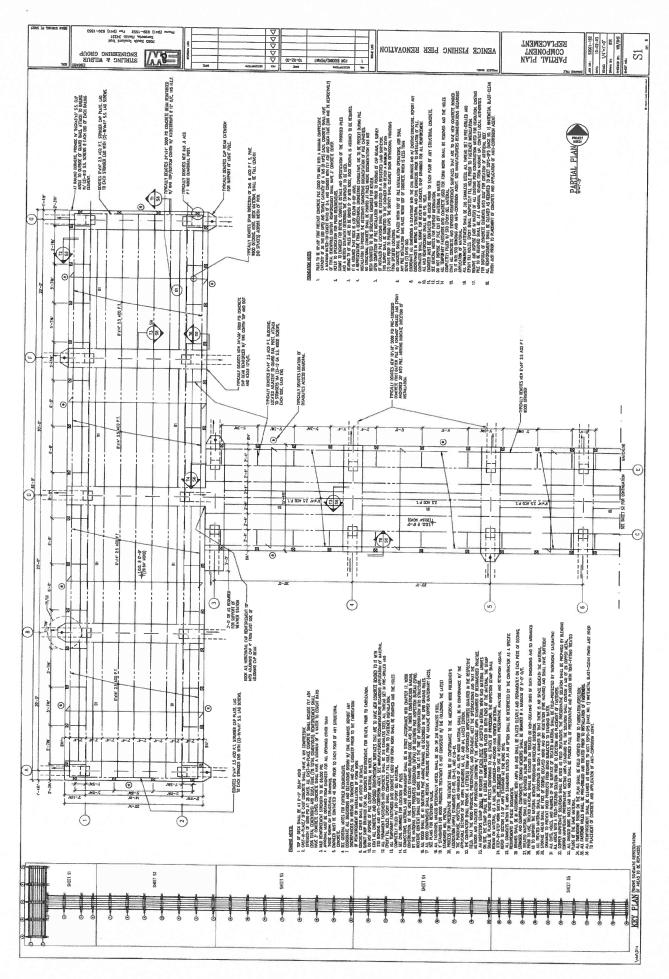
Attachment C Pigeon Deterrent Detail

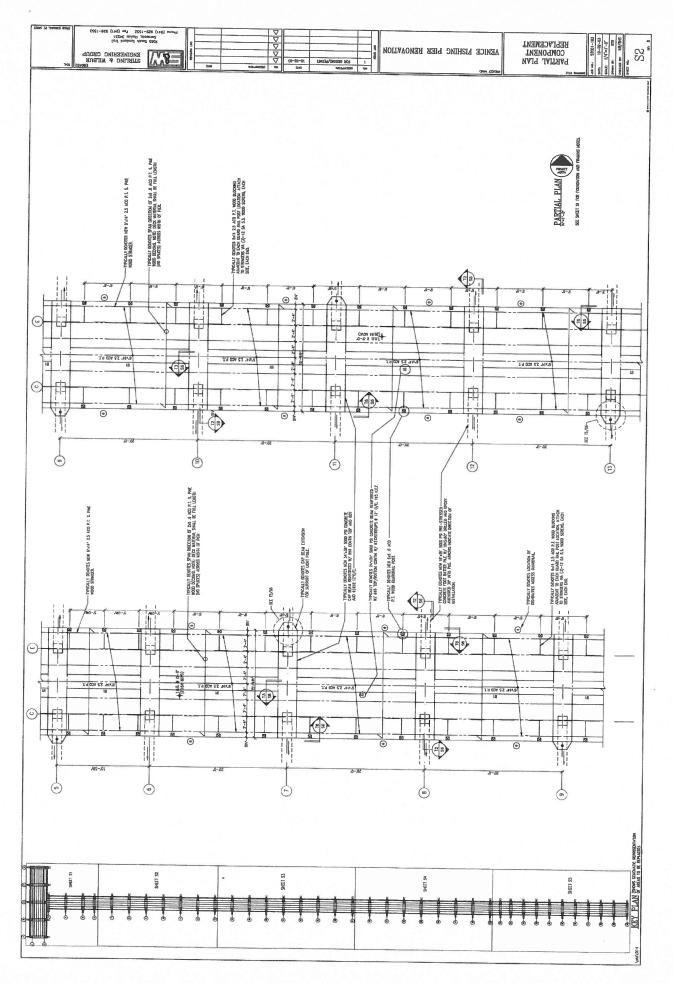


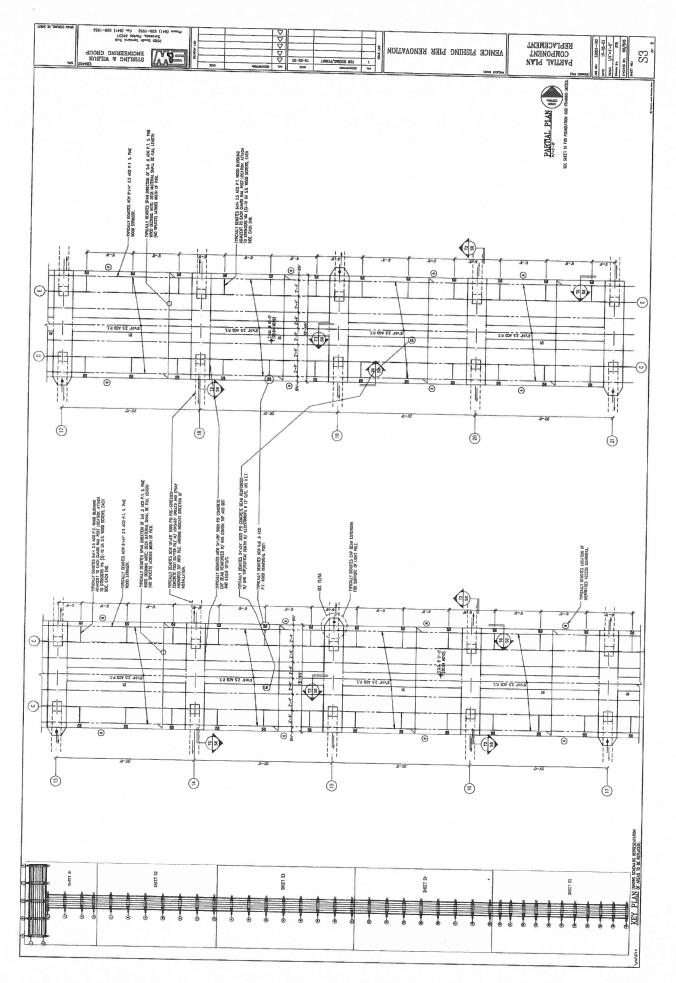
ANTI-PIGEON BLOCKING AT BEAMS PARALLEL TO PIER AXIS

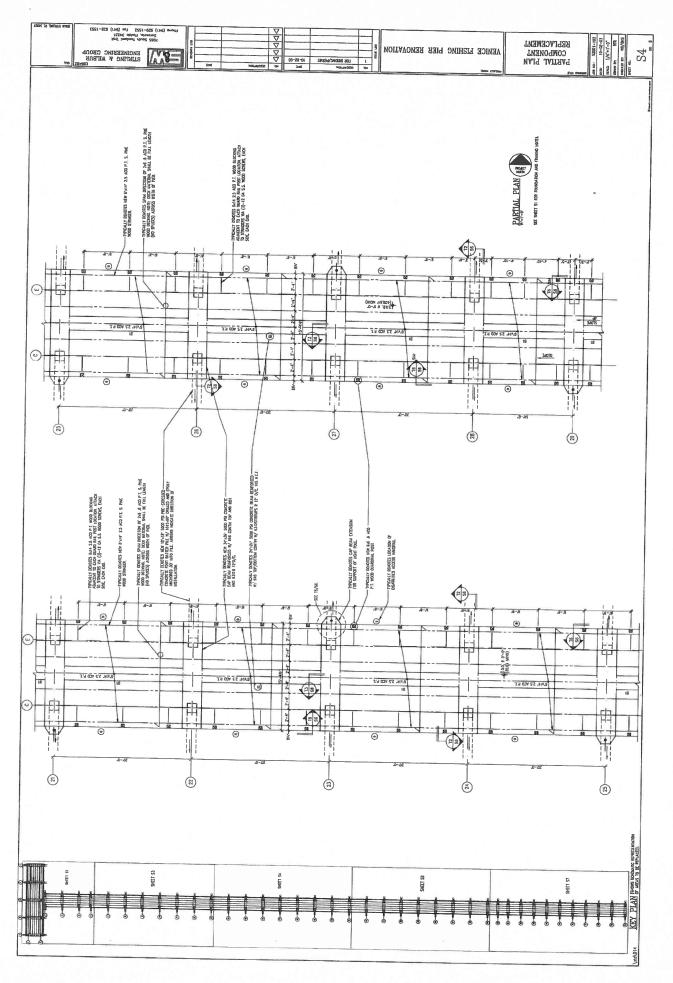
> VENICE PIER 06-12-18 ADDENDUM 1

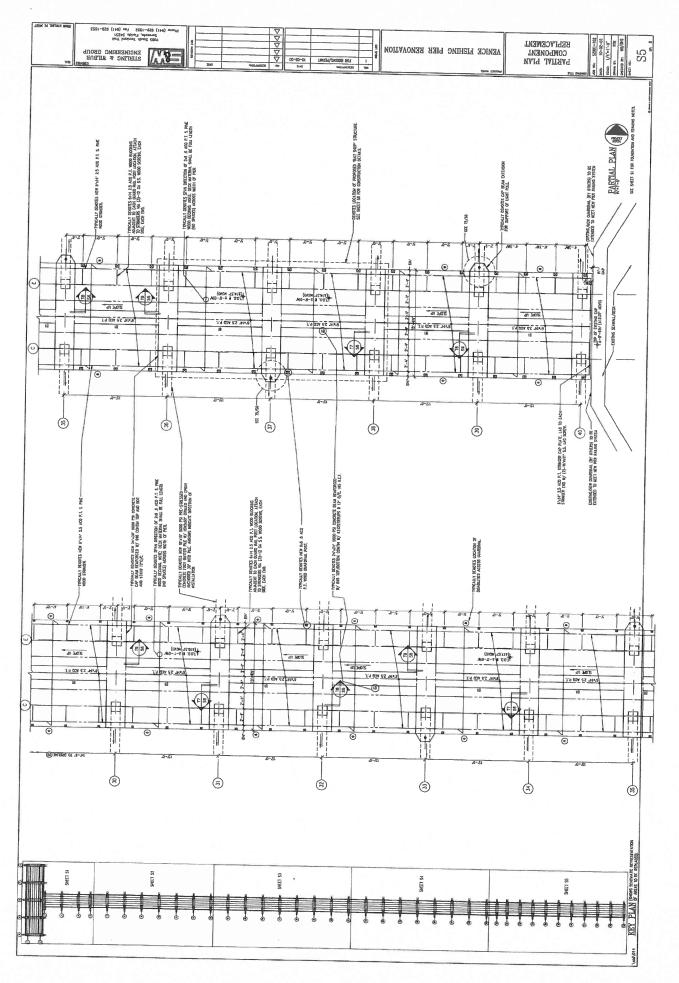
Attachment D Original Construction Plans for Pier

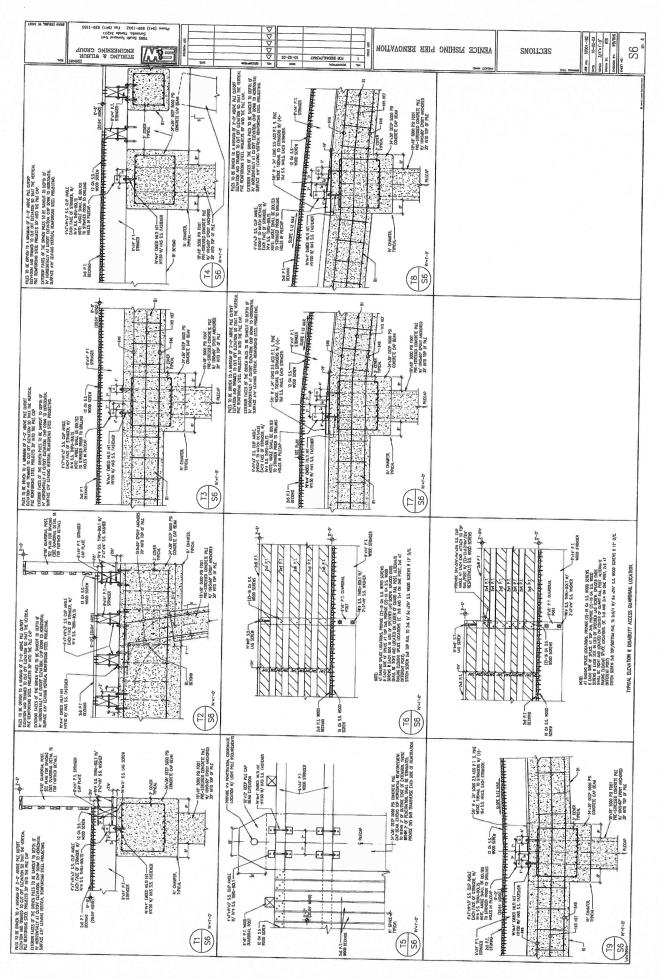


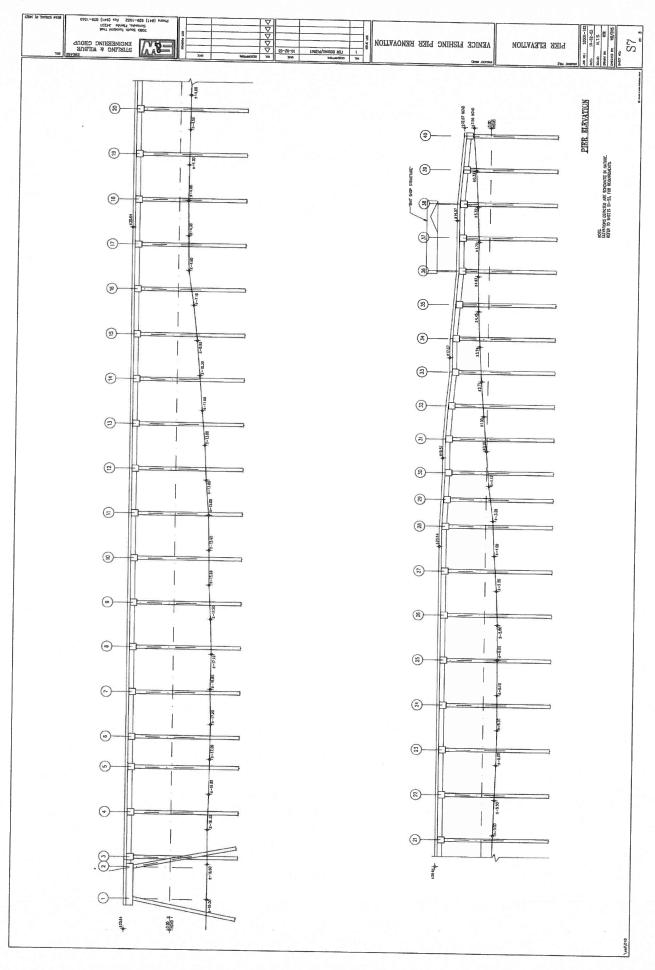


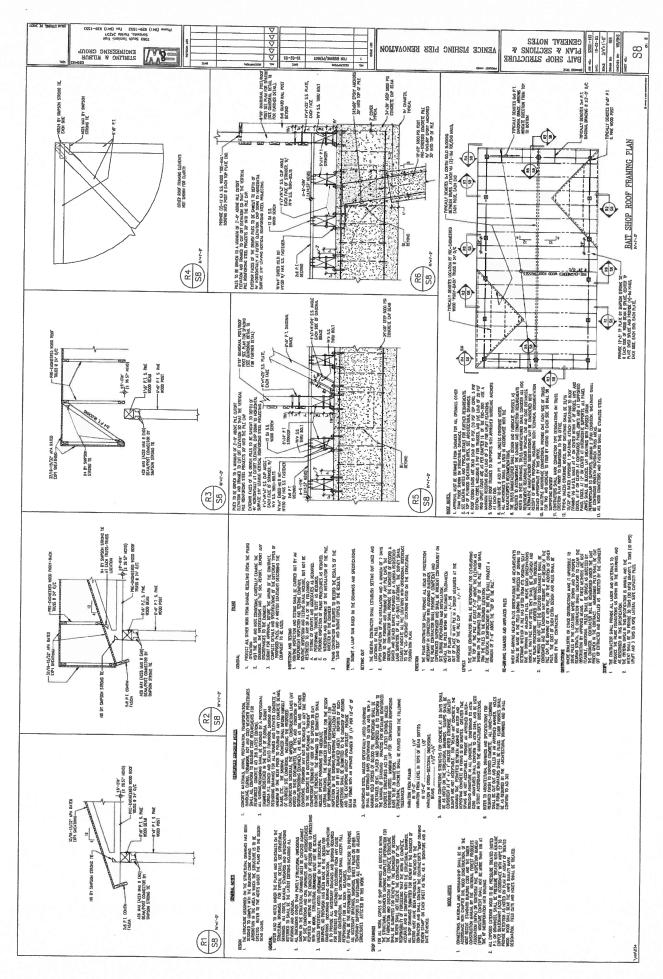












CITY OF VENICE PROCUREMENT- FINANCE DEPARTMENT

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

ADDENDUM NO. 2

Date: June 19, 2018

To: All Prospective Proposers

Re: ITB# 3087-18: Venice Fishing Pier Rehabilitation

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.

Questions received prior to the cut-off:

- Q. A quick question regarding the handrail for the pier. I noticed a note on page R4 of the plans. It indicates that the handrail 6''x6'' posts and the assembly beams are to be IPE. Page R3 has the typical elevation details of the handrail and does not indicate IPE. Am I to assume that the entire handrail, to include post, assembly, and caps, are to all be IPE.
- R. As shown on sheet R4, all new wood railing components, as well as decking, are to be "IPE".
- Q. What are the dimensions for the Fish Cleaning stations? The detail on R4 only calls out the material but no length or width.
- **R.** The fish cleaning stations will go from post to post, post spacing varies from 5'+/- to 6'8" maximum. The cleaning stations will approximately 4'6" wide to 6'2" wide, I'd prefer to locate all cleaning stations toward the west end of the pier, between the narrower post spacings.

Regarding Decking/Guardrails:

Q. They make a stainless steel #10 gauge screw specifically for hardwoods on boardwalks. This screw can be used in a screw gun. The specs call for a 16 ga screw. Can this 10ga screw be substituted instead?

R. Yes

- Q. Are the screws to be driven in flush with the top of the deck?
- R. Screws are to be countersunk 1/8".
- Q. Do the ends of the IPE boards need to be treated? If so, with what product or method?
- R. End cuts are to be sealed with "DeckWise Ipe Seal".
- Q. Does the new decking need to overhang the stringer or can it be flush, or have a small overhang, with the outside of the existing stringer? Note: There is a guardrail the sits just above it so the overhang is not used as a walking surface.
- R. The new decking shall extend 1" over the outside 6x14.

Regarding Posts:

- Q. Do the new 6x6 posts need to go in exactly the same location as the existing ones or can they be offset slightly (1 post thickness) from their current locations?
- R. Posts are intended to go in same location as existing.

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 Signature

Infinite Construction, 1)C
Company

<u>O6/26/18</u> Date