

BID FORM	
Bid Receipt	
ITB# 3112-19	
Capris Isles Boulevard Bridge Replacement	
Time Stamped:	
1.	
2.	
3.	
4.	Bidder's Certifications
5.	Basis of Bid
6.	Time of Completion
7.	Attachments to this Bid
8.	Defined Terms
9.	Bid Submittal
10.	Required Forms

☒ Original

☐ Copy

2EP CONSTRUCTION

BID/PROPOSAL RECEIVED
NOV 12 19 PM 1:16

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
<u>1</u>	<u>10/25/19</u>	<u> </u>	<u> </u>
<u>2</u>	<u>10/30/19</u>	<u> </u>	<u> </u>
<u>3</u>	<u>11/1/19</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.

- 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):

BID SCHEDULE
CAPRI ISLES BOULEVARD BRIDGE REPLACEMENT
ITB# 3112-19
Addendum #2 Revision

BID ITEM NO.	FDOT Pay Item	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL COST
1	101-1	Mobilization	1	LS	139,690	\$139,690
2	102-1	Maintenance of Traffic	1	LS	19,316	\$19,316
3	104-10-3	Sediment Barrier	220	LF	2.64	\$580.80
4	104-11	Floating Turbidity Barrier	308	LF	12.43	\$3828.44
5	104-18	Inlet Protection System	4	EA	104	\$416
6	110-1-1	Clearing & Grubbing	0.06	AC	36,048	\$2,162.88
7	110-4-10	Removal of Existing Concrete	72.71	SY	30.90	\$2,246.74
8	570-1-2	Performance Turf, Sod	216.47	SY	5.46	\$1,181.93
9	522-2	6" Concrete Sidewalk	59.32	SY	53.45	\$3,170.65
10	520-2-4	Type D Curb	52.20	LF	26.21	\$1,368.16
11	520-3	Valley Gutter	52.01	LF	43.68	\$2,271.80
12	160-4	Type B Stabilization	49.97	SY	59.95	\$2,995.70
13	285-7	* Optional Base, Crushed Concrete Ag	10.72	SY	196.62	\$2,107.77
		* Optional Base, Cement Treated Base (10")				
		* Optional Base, B-12.5 (5")				
14	334-1-13	Type SP-12.5	19.52	TN	218.41	\$4,263.36
15	337-7-82	Type FC-9.5	9.60	TN	273	\$2,620.80
16	327-70-4	3" Average Milling	168.92	SY	21.84	\$3,689.21
17	710-11-101	Painted Pavt. Markings White Solid	0.07	GM	15,600	\$1,092
18	710-11-201	Painted Pavt. Markings Yellow Solid	0.07	GM	15,600	\$1,092
19	110-3	Removal of Existing Structure/Bridges	3132.30	SF	19.82	\$62,082.19
20	400-2-10	Concrete Class II - Approach Slabs	83.80	CY	401.82	\$33,672.52
21	400-4-4	Class IV - Superstructure Concrete	22.90	CY	719	\$16,465.10
22	400-4-47	Concrete Class IV, Cast-in-Place Topping with Shrinkage Reducing Admixture	94.30	CY	733	\$69,121.90
23	400-4-5	Concrete Class IV - Bridge Substructure	62.80	CY	932	\$58,529.60
24	400-7	Bridge Deck Grooving	320.00	SY	11.37	\$3,638.40
25	400-148	Plain Neoprene Bearing Pads	7.80	CF	1003	\$7,823.40
26	415-1-4	Reinforcing Steel - Bridge Superstructure	25532	LB	.84	\$21,446.88
27	415-1-5	Reinforcing Steel - Bridge Substructure	6797	LB	.80	\$5,437.60
28	415-1-9	Reinforcing Steel - Approach Slabs	14913	LB	.80	\$11,930.40
29	450-8-14	59" x 12" Florida Slab Beam	735	LF	245.40	\$180,369.00
30	455-34-25	24" Square Prestressed Concrete w/FRP or Stainless Steel Str & Reinf	535	LF	426.51	\$228,182.85
31	455-143-125	Test Piles - Prestressed Concrete 24" Square w/FRP or Stainless Steel Str & Reinf	152	LF	488.34	\$74,227.68
32	458-1-11	Bridge Deck Expansion Joint, New Construction, F&I, Poured Joint W/ Backer Rod	132	LF	65	\$8,580
33	460-2-1	Structural Steel, Carbon	80	LB	17	\$1,360

BID SCHEDULE
CAPRI ISLES BOULEVARD BRIDGE REPLACEMENT
ITB# 3112-19
Addendum #2 Revision

BID ITEM NO.	FDOT Pay Item	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL COST
34	515-4-1	Bullet Rail - Single Rail	253	LF	38.50	\$ 9,740.50
35	521-5-4	Concrete Traffic Railing, 32" Vertical Face (Index 521-423)	253	LF	89-	\$ 22,517.00
36	530-1	Riprap - Sand-Cement	20	CY	760-	\$ 15,200.00
37	530-3-3	Riprap Rubble, Bank and Shore	474	TN	97-	\$ 45,978.00
38	530-74	Bedding Stone	170	TN	107-	\$ 18,190.00
39	630-2-16	Conduit, Furnish & Install, Embedded Concrete Barrier and Traffic Railings	503	LF	10.50	\$ 5,281.50
40	635-3-13	Junction Box, Furnish & Install, Embedded	5	EA	158-	\$ 790.00
41	UTIL-1	Furnish and Install 8-inch Diameter PVC Water Main by Open Cut	40	LF	540.57	\$ 21,622.80
42	UTIL-2	Furnish and Install 8-inch Diameter PVC Reclaim Water Main by Open Cut	40	LF	518.73	\$ 20,749.20
43	UTIL-3	Furnish and Install 10-inch Diameter HDPE Water Main by Horizontal Directional Drilling	327	LF	57.36	\$ 18,756.72
44	UTIL-4	Furnish and Install 10-inch Diameter HDPE Reclaim Water Main by Horizontal Directional Drilling	270	LF	58.50	\$ 15,795.00
45	UTIL-5	Furnish and Install 8-inch Gate Valve	2	EA	2540-	\$ 5,080.00
46	UTIL-6	Furnish and Install Water Main Testing Manhole and Valve	2	EA	6072-	\$ 12,144.00
47	UTIL-7	Furnish and Install Combination Air Release Assembly	4	EA	3004-	\$ 12,016.00
48	UTIL-8	Remove and dispose existing mains	1	LS	4641-	\$ 4,641-
49	UTIL-9	Remove and Replace Concrete Driveway	70	SY	97.68	\$ 6,837.60
SUB-TOTAL BID PRICE (ITEMS 1-49):					\$1,212,301.08	
10% CITY RESERVE (INCLUDE IN BID TOTAL):					\$ 121,230.11	
TOTAL BID PRICE:					\$1,333,531.19	

Notes:

* Optional bid items. Contractor will bid one item and shall indicate which item will be used on the bid form.

It is the Contractor's responsibility to verify field conditions and inspect the project site to determine the quantities required prior to submittal. Any increases in individual quantities or transfer of funds from City Reserve (Contingency), must be approved in writing by the City with a formal change order prior to incurring costs.

The Engineer and the City do not warranty that the provided quantities are accurate.

The City reserves the right to remove or reduce line items above from the bid award due to budgeting constraints.

The City reserves the right to discuss opportunities to value engineer the project with the lowest responsive bidder prior to bid award.

City Reserve is for the exclusive use of the City (if required) and any request for use of City Reserve must be approved by the City in writing as a formal Change Order prior to the performance of such work.

Contract awarded will be a "Not to Exceed" contract based on the Total Not To Exceed Bid Price including 10% City Reserve. Any work above the Not to Exceed contract will require formal City Council Action prior to approval. Billing will be on a unit cost basis.

NAME OF BIDDER: Zep Construction, INC.

BIDDER'S SIGNATURE: [Signature]

CURRENT LICENSE NUMBER: CGC 051862

DATE: 11/12/19

- 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 210 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 240 calendar days after the date when the Contract Times commence to run and no later than June 30, 2020, 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 November 12th, 2011 by: Zep Construction, INC.

If Bidder is:

N/A

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: _____

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

(Name (Typed or Printed): _____

License or Registration Number: _____

Business Address: _____

Phone No.: _____ Facsimile: _____

A Corporation

Corporation Name: Zep Construction, INC.
Florida
(State of Incorporation)

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

Name and Title (Typed or Printed): Jovan Zepceviski, President
(CORPORATE SEAL)

Attest: _____
(Secretary)

License or Registration Number: CGC051862

Business Address: 7802 Jean Blvd.

Fort Myers, FL 33967, zepcon@aol.com

Phone No.: 239-267-8778 Facsimile: 239-267-7907

Limited Liability Company

By: _____
(Firm Name)

(State of Formation)

By: _____
(Signature of Member/Authorized to Sign)

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

N/A

License or Registration Number: _____

Business Address: _____

Phone No.: _____ Facsimile: _____

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____

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

Name (Typed or Printed): _____ (Title)

Title: _____

Second Joint Venturer Name: _____

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

Name (Typed or Printed): _____ (Title)

(Each joint venturer must sign. The manner of signing for each individual, partnership, 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: _____

↓
N/A

ARTICLE 10 – REQUIRED FORMS

Required Forms Check List: ITB# 3112-19: CAPRI ISLES BOULEVARD BRIDGE REPLACEMENT

- Proposal Bond
- 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
- E-Verify Certification
- Certification Regarding Debarments, Suspension, Ineligibility And Voluntary Exclusion
- Statement of "No Bid" (if applicable)

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 PRESENTS: That we, the undersigned,

Zep Construction, Inc. as Principal,

and Liberty Mutual Insurance Company as Surety

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

Five Percent (5%) of Amount Bid ----- \$ -----5%-----, 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:

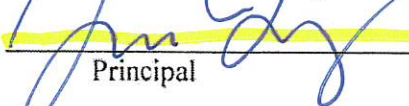
Capri Isles Boulevard Bridge Replacement

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 November, 2019.

ZEP CONSTRUCTION, INC.

LIBERTY MUTUAL INSURANCE COMPANY


Principal


Surety
Wendy L. Hingson Attorney-In-Fact and
Florida Resident Agent (239) 275-8226

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.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8197252-013056

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Jeffrey A. Chandler, Alan P. Chandler, Ian J. Donald, Wendy L. Hingson, Kathleen M. Irelan, Meagan L. Kress, Susan L. Small, Robert Trobec

all of the city of Troy state of Michigan each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 29th day of October, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 29th day of October, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 26, 2021
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 12th day of November, 2019.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

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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: Zep Construction, INC.
ADDRESS: 7802 Jean Blvd.
PRINCIPLE OFFICE: Fort Myers, FL 33967

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:

Zep Construction, INC.

The address of the principal place of business is:

7802 Jean Blvd., Fort Myers
FL, 33967

If the Offeror is a corporation, answer the following:

- a. Date of Incorporation: 1973
- b. State of Incorporation: Florida
- c. President's Name: Jovan Zepcevski
- d. Vice President's Name: Kirk Scribner
- e. Secretary's Name: Jovan Zepcevski
- f. Treasurer's Name: Jovan Zepcevski
- g. Name and address of Resident Agent: Jovan Zepcevski, 7802 Jean Blvd.
Fort Myers, FL 33967

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:

N/A

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

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

38 + 8 = 46

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

None

ACKNOWLEDGEMENT

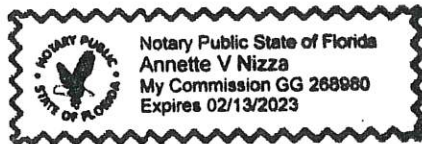
State of Florida

County of Lee

SS.

On this the 12th day of November, 2019, before me, the undersigned Notary Public of the State of Florida, personally appeared Jovan Zepceviski 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:



Annette V Nizza
NOTARY PUBLIC, STATE OF FLORIDA

ANNETTE V NIZZA

(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

COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS

The vendor, by submitting a bid, authorizes other Public Agencies to "Piggy-Back" or purchase equipment or services being proposed in this invitation to bid at prices bid unless otherwise noted on the proposal sheet.

Yes _____ No X

AUTHORIZED SIGNATURE

By submission of the ITB, the undersigned certifies that:

1. He/She has not paid or agreed to pay any fee or commission, or any other thing of value contingent upon the award of this contract, to any City of Venice, Florida employee or official or to any current consultant to the City of Venice, Florida;
2. He/She has not paid or agreed to pay any fee or commission or any other thing of value contingent upon the award of this contract to any broker or agent or any other person;
3. The prices contained in this proposal have been arrived at independently and without collusion, consultation, communication or agreement intended to restrict competition.
4. He/She has the full authority of the Offeror or to execute the proposal and to execute any resulting contract awarded as the result of, or on the basis of, the proposal.

Authorized Representative: _____

Signature: _____

Title: _____

Company Name: _____

Address: _____

City, State, ZIP: _____

Telephone Number: _____

Fax Number: _____

E-mail address: _____

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FORM 3A INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS

LAST NAME — FIRST NAME — MIDDLE INITIAL			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 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:		
7. SIGNATURE	DATE SIGNED	DATE FILED

FILING INSTRUCTIONS

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

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.017, A FAILURE TO 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. 1-95

N/A

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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-Offerees 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, Jovan Zepceviski, being an authorized representative of the firm of
Zep Construction, INC. located at City
Fort Myers, State FL, Zip Code 33967 Phone:
239-267-8778 Fax: 239-267-7907. Having read and

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

November 12, 2019.

Jovan Zepceviski, President
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): Zep Construction, Inc.
Name and Title: Joran Zepcervski, President
Address: 7802 Jean Blvd.
Fort Myers, FL 33967
Telephone: 239-267-8778

BY SIGNATURE BELOW OF AUTHORIZED REPRESENTATIVE, CONTRACTOR ACKNOWLEDGES RECEIPT OF A COPY OF CITY ORDINANCES 95-12 and 96-09 AND AGREES TO ABIDE BY THE REQUIREMENTS OF SAID ORDINANCES.

Signature: _____

Printed name/title: _____

Jovan Zepceviski / President

Date: _____

11/12/19

ORDINANCE 95-12

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI. STORMWATER QUALITY

Sec. 19-141. Definitions.

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

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

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

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

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

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

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

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

discharge.

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

BMPs shall be implemented as necessary, to insure that all discharges from construction activities are in compliance with the City of Venice EPA/NPDES Stormwater Permit and the Stormwater Master Plan, or the SWFWMD Permit or EPA's NPDES Construction Activity General Permit, whichever is most stringent in its requirements.

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

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

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

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

(f) All improvements to property affecting stormwater drainage must be done in compliance with the City's Comprehensive Plan.

Sec. 19-145. Illicit discharges.

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

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

Sec. 19-146. Inspections.

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

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

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

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

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

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

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

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

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

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

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

ORDINANCE 96-09

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

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

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

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

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

Sec. 19-141. Definitions.

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

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

Sec. 19-146. Inspections.

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

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

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

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

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

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

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

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

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

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

ATTORNEY.

STATEMENT OF REFERENCES
FOR CONTRACTOR

NAME OF CONTRACTOR: Zep Construction, Inc.
BUSINESS ADDRESS: 7802 Jean Blvd., Fort Myers, FL 33967
How many years have you been engaged in the business under the present firm name? 46
List previous business experience: none

List at least three construction references:

- (1) Person to contact: Arthur (Art) Powell
Company Name: Sarasota County Constr. Proj. Mgr.
Address: 1001 Sarasota Center Dr., Sarasota, FL 34240
Telephone: 941-861-0533 Date work performed: 2017-2019
- (2) Person to contact: Gilbert Jean-Baptiste - Project Manager
Company Name: SFWMD-Engineering & Construction Bureau
Address: 3301 Gun Club Road, West Palm Beach, FL 33406
Telephone: 561-682-6104 Date work performed: 2017 - 2019
- (3) Person to contact: Robbie Powell
Company Name: Wright Construction Group
Address: 5811 Youngquist Rd., Fort Myers, FL 33912
Telephone: 239-481-5000 Date work performed: 2018-2019
- (4) Person to contact: _____
Company Name: _____
Address: _____
Telephone: _____ Date work performed: _____

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

NAME OF CONTRACTOR: Zep Construction, Inc.

BUSINESS ADDRESS: 7802 Jean Blvd., Fort Myers, FL 33962

LIST SUBCONTRACTORS TO BE USED IN THE PROJECT:

- (1) Company Name: Acme Barricades
Address: 3690 Canal Street, Fort Myers, FL 33916
Telephone: 239-338-3372 Phase of Work Sublet: M.O.T
- (2) Company Name: Sylvester Excavating, Inc.
Address: 571 Paul Morris Dr., Engelwood, FL 34223
Telephone: 941-475-3388 Phase of Work Sublet: Directional Drilling
- (3) Company Name: Undecided - to be determined
Address: at later date.
Telephone: _____ Phase of Work Sublet: utility work
- (4) Company Name: Undecided - To be determined
Address: at later date.
Telephone: _____ Phase of Work Sublet: Asphalt Work

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DRUG FREE WORKPLACE CERTIFICATION

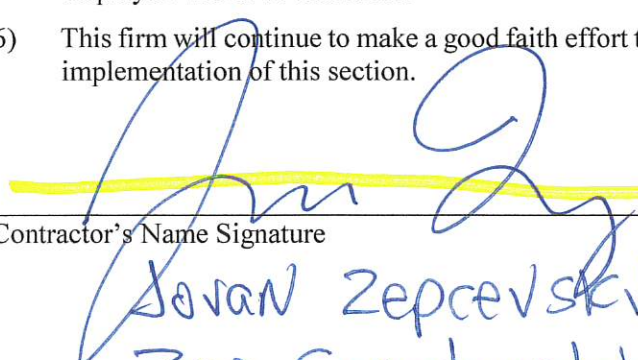
If identical tie bids exist, preference will be given to the vendor who submits a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. The drug-free workplace preference is applied as follows:

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


Jovan Zepceviski, President
Zep Construction, INC.

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NON-COLLUSIVE AFFIDAVIT

State of Florida

County of Lee

SS.

Jovan Zepceviski

being first duly sworn, deposes and says that:

1. He/she is the President,
(Owner, Partner, Officer, Representative or Agent) of Zep Construction, Inc. 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:

Doug Hendrickson
[Signature]

By:

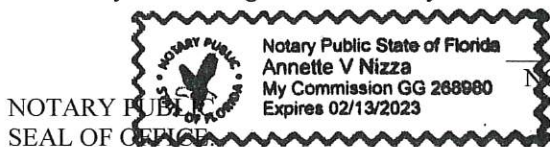
[Signature]
Jovan Zepceviski
(Printed Name)
President
(Title)

ACKNOWLEDGEMENT

State of Florida

County of Lee

On this 12th day of November 2019, before me, the undersigned Notary Public of the State of
Florida, personally appeared Jovan Zepceviski and (Name(s) of
Individual(s) who appeared before notary) whose name(s) in/are Subscribed to the written instrument, and
he/she/they acknowledge that he/she/they executed it.



Annette V Nizza
NOTARY PUBLIC, STATE OF FLORIDA

ANNETTE V NIZZA
(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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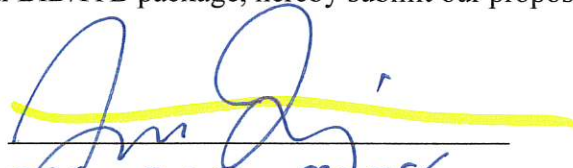
PUBLIC ENTITY CRIME INFORMATION

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, Jovan Zepcervski, being an authorized representative
of the firm of Zep Construction, INC., located at City:
Fort Myers State: FL Zip: 33967, 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:

11/12/19

Phone:

239-267-8778

Fax:

239-267-7907

Federal ID#:

591440314

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E-VERIFICATION CERTIFICATION

Project:

The Vendor/Contractor acknowledges and agrees to the following:

The Vendor/Contractor certifies, by submission of this proposal or acceptance of this contract, that the Vendor/Contractor:

1. Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
2. Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Further information can be found at the following website: <http://www.uscis.gov/e-verify>.

Zep Construction, Inc.
Firm Name

Jovan Zepcevski, President
Name of Authorized Individual

[Signature] 11/12/19
Authorized Signature Date

**CERTIFICATION REGARDING DEBARMENTS, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION-LOWER TIER FEDERALLY FUNDED TRANSACTIONS
STATE OF FLORIDA GRANT ASSISTANCE PURSUANT TO
AMERICAN RECOVERY AND REINVESTMENT ACT UNITED STATES
DEPARTMENT OF ENERGY AWARDS**

1. The undersigned hereby certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. The undersigned also certifies that it and its principals:
 - a. Have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - b. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2.(a) of this Certification; and (b) Have not within a three-year period preceding this certification had one or more public transactions (Federal, State or Local) terminated for cause or default.
3. Where the undersigned is unable to certify to any of the statements in this certification, an explanation shall be attached to this certification.

Dated this 12th day of November, 2019.

By: [Signature]
Authorized Signature

Jovan Zepceviski, President
Typed Name of Title

Zep Construction, Inc.
Recipient's Firm Name

7802 Jean Blvd.
Street Address

Fort Myers, FL 33907
City/State/Zip Code

NO BID RESPONSE

IMPORTANT: If you choose not to submit a bid for the attached "Invitation To Bid," please complete and return this form only on/before bid closing date. Failure to respond will result in your company being negatively registered as non-responsive. In the event five (5) "no responses" are posted, you will be automatically dropped from our mailing list for future solicitations for the described product/service.

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

Bid Open/Close Date: **November 12, 2019 at 2:00 PM**

Bid Number: **3112-19**

Description: **Capris Isles Boulevard Bridge Replacement**

Contact: Peter A. Boers, CPPO, Procurement- Finance Department

Please check the appropriate response. We respectfully submit "No bid" for the following reason(s):

- ☐ 1. We are unable to meet the required delivery date
- ☐ 2. We cannot provide a product to meet the required specifications.
- ☐ 3. We no longer provide the requested product.
- ☐ 4. We do not represent the required brand name product.
- ☐ 5. The bid closing date does not allow adequate time to prepare a response.
- ☐ 6. The specifications are too restrictive.
- ☐ 7. We have chosen not to do business with the City
- ☐ 8. Other (feel free to provide our response on your company letterhead.)

Company Name _____ Vendor No. _____

Authorized Signature _____

Print Name _____

Title _____

Date _____ Telephone No. _____

++ END OF BID FORM ++

N/A



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT
SECRETARY

February 1, 2019

ZEP CONSTRUCTION, INC.
7802 JEAN BLVD.
FORT MYERS, FLORIDA 33967

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 3/30/2020. However, the new application is due 1/31/2020.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link:
<HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification/>

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

FDOT APPROVED WORK CLASSES:

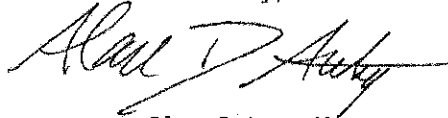
BASCULE BRIDGE REHABILITATION, DRAINAGE, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, INTERMEDIATE BRIDGES, MAJOR BRIDGE - BRIDGES OF CONVENTIONAL CONSTRUCTION WHICH ARE OVER A WATER OPENING OF 1,000 FEET OR MORE, MAJOR BRIDGE - CAST IN PLACE / POST-TENSIONED / SUPER-STRUCTURE, MAJOR BRIDGE - CONCRETE SEGMENTAL CONSTRUCTION, MAJOR BRIDGE - CURVED STEEL GIRDERS, MINOR BRIDGES, PORTLAND CEMENT CONCRETE ROADWAY PAVING, R&R INTERMEDIATE BRIDGES ("R&R" IS REPAIR AND REHABILITATE), R&R MAJOR BRIDGE - BRIDGES OF CONVENTIONAL CONSTRUCTION WHICH ARE OVER A WATER OPENING OF 1,000 FEET OR MORE, R&R MAJOR BRIDGE- CURVED STEEL GIRDERS, R&R MINOR BRIDGES, SIDEWALK, SEAWALLS, SOIL ANCHORS, STEEL SHEET PILING, DRILLED SHAFTS, MISCELLANEOUS MARINE CONSTRUCTION, POST-TENSIONING, RIP RAP, RETAINING WALL

You may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing your most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

ZEP CONSTRUCTION, INC.
February 1, 2019
Page Two

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

A handwritten signature in dark ink, appearing to read "Alan Autry", with a stylized flourish at the end.

Alan Autry, Manager
Contracts Administration Office

AA:cj

State of Florida

Department of State

I certify from the records of this office that ZEP CONSTRUCTION, INC. is a corporation organized under the laws of the State of Florida, filed on March 29, 1973.

The document number of this corporation is 422245.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on April 2, 2019, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Second day of April, 2019*



Ramón R. R.
Secretary of State

Tracking Number: 9174832270CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



STATE OF FLORIDA DEPARTMENT
OF BUSINESS AND PROFESSIONAL
REGULATION

CGC051862
GENERAL CONTRACTOR
HENDRICKSON DOUG MELTON
ZEP CONSTRUCTION INC

ISSUED: 08/24/2018

A handwritten signature in black ink, appearing to read "Doug Hendrickson", is written over a horizontal line. The signature is positioned in the center of the license plate.

Signature

LICENSED UNDER CHAPTER 489, FLORIDA STATUTES
EXPIRATION DATE: AUGUST 31, 2020



ZEP CONSTRUCTION, INC.

7802 Jean Boulevard
Fort Myers, FL 33967
Telephone (239) 267-8778
Fax (239) 267-7907

November 12, 2019

City of Venice, Florida
Purchasing Department
401 W. Venice Avenue
Venice, FL 34285

Attn: Peter A. Boers, Procurement Department

RE: ITB #3112-19 Capri Isles Boulevard Bridge Replacement

AUTHORIZATION LETTER

Mr. Boers,

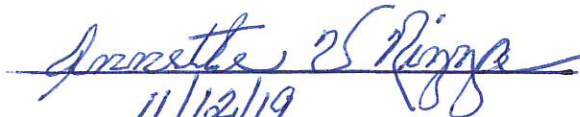
This letter is to certify that Jovan Zepcevski is the only person who has authorization to sign bid proposals and contracts on behalf of Zep Construction, Inc.

Please contact me if you have any questions or require any additional information concerning this matter.

Sincerely,

ZEP CONSTRUCTION, INC


Jovan Zepcevski
Owner/President


11/12/19





Contractor Pre-Qualification (CPQ)



Prequalified Contractors Listing

11/13/2019 8:13:11 AM EST

[Return to Inquiry Menu](#)

Contractor with Name ZEP CONSTRUCTION, INC.
1-1 of 1 contractors

[Printer Friendly Version](#)

VENDOR NAME	HOME OFFICE ADDRESS	BIDDING OFFICE ADDRESS
ZEP CONSTRUCTION, INC. F591448314001 EXPIRES: 3/30/2020	7802 JEAN BLVD. FORT MYERS, FL 33967 (239)267-8778	7802 JEAN BLVD. FORT MYERS, FL 33967 (239)267-8778

WORK CLASSES

BASCULE BRIDGE REHABILITATION	DRAINAGE
FLEXIBLE PAVING	GRADING
GRASSING, SEEDING AND SODDING	INTERMEDIATE BRIDGES
MAJOR BRIDGE - BRIDGES OF CONVENTIONAL CONSTRUCTION WHICH ARE OVER A WATER OPENING OF 1,000 FEET OR MORE	MAJOR BRIDGE - CAST IN PLACE / POST-TENSIONED / SUPER-STRUCTURE
MAJOR BRIDGE - CONCRETE SEGMENTAL CONSTRUCTION	MAJOR BRIDGE - CURVED STEEL GIRDERS
MINOR BRIDGES	PORTLAND CEMENT CONCRETE ROADWAY PAVING
R&R INTERMEDIATE BRIDGES ("R&R" IS REPAIR AND REHABILITATE)	R&R MAJOR BRIDGE - BRIDGES OF CONVENTIONAL CONSTRUCTION WHICH ARE OVER A WATER OPENING OF 1,000 FEET OR MORE
R&R MAJOR BRIDGE- CURVED STEEL GIRDERS	R&R MINOR BRIDGES
SIDEWALK	
* SEAWALLS, SOIL ANCHORS, STEEL SHEET PILING, DRILLED SHAFTS, MISCELLANEOUS MARINE CONSTRUCTION, POST-TENSIONING, RIP RAP, RETAINING WALL	



FLORIDA DEPARTMENT OF TRANSPORTATION
Report Technical Problems to the Service Desk @ 1-866-955-4357 or email: [Service Desk](#)
Send Prequalification Questions or Comments to [Contracts Administration Office](#)
[Internet Privacy Policy](#), [Disclaimers & Credits](#)



Peter Boers

From: Jonathan Kramer
Sent: Wednesday, November 13, 2019 8:21 AM
To: Peter Boers
Subject: ZEP Prequalifications
Attachments: ZEP Prequalifications.pdf

Peter,

ZEP is FDOT prequalified for Minor Bridge construction; please see attached.

Jon Kramer, PE
Assistant City Engineer
City of Venice
401 W. Venice Avenue
Venice, FL 34285
941-882-7410
941-468-2272 cell
jkramer@venicegov.com

**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: October 25, 2019

To: All Prospective Proposers

Re: ITB# 3112-19 Capris Isles Boulevard Bridge Replacement

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 NON- MANDATORY pre-bid meeting held October 24, 2019 at 2:00 P.M.

Peter Boers, Procurement Manager, opened the meeting

1. **Important dates:** Bids are due November 12, 2019 at 2:00 p.m. at City Hall room #204. Bids are to be delivered to Suite 204 in City Hall. Check in at the reception desk before delivering your bid.
2. The bid opening will take place in the Community Hall (room #114).
3. The Cut-Off for questions will be November 1, 2019 at 1:00 PM
4. Mr. Boers advised the bidders to read through *Instructions to Bidders*, but made note of the following Articles.
5. Article 10 Bid Security - 5% Bid Security is required.
6. Article 11 Contract Times - time to completion is 240 days from NTP. See revision below.
7. Article 12 Liquidated Damages - Mr. Boers advised that the stipulated damages for this project are \$1,584 per day.
8. Article 23 Contract Securities - The awarded contractor will be required to provide a Performance and Payment Bond equaling 100% of the contract amount. **EXHIBIT A**

9. Article 24 Contractors Insurance -Mr. Boers reviewed **EXHIBIT C: Insurance Requirements**.
- a. General Liability - \$1,000,000 per occurrence
 - b. Business Auto Liability - \$1,000,000 combined single limit
 - c. Worker's Comp per State Statute
 - d. Builder's Risk Installation Floater

10. Article 29 Local Preference - Local preference is **not applicable** to this bid.

11. Special Conditions 34. Construction and Demolition Dobria (0300-8)

12. 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.
13. Mr. Jonathan Kramer, Asst. City Engineer, and Mr. Richard Uptegraff, the City's consulting Engineer from Atkins reviewed the scope of work and provided a brief overview of the project.

This project is for the replacement of the structurally deficient bridge on Capri Isles Blvd. over Curry Creek and includes milling & resurfacing of approaches, additional bike lanes, upgrades to pedestrian facilities, and utility improvements. The existing water main and reclaimed water main attached to the existing bridge will be removed and replaced by HDPE installed by directional drilling. The Contractor shall coordinate the removal and reattachment of the Automated Rainfall Monitoring System with Sarasota County.

It shall be the Contractor's responsibility to coordinate with affected businesses and users of the roadway to provide sufficient access for vehicles and pedestrians during construction. CEI will provide assistance for public outreach, however, it is the contractor's primary responsibility to work in a manner that allows continuous operations affected businesses and users of the roadway. The MOT plan must be approved by the Engineer prior to initiating construction activities.

It shall be the Contractor's responsibility to locate staging areas for this construction. Staging areas located outside of the public right-of-way must be pre-approved by the Florida Department of Transportation.

This project is funded by Road Bond Funds as well as FDOT state grant funds. The Contractor must comply with all conditions of the State-Funded Grant Agreement (Attachment A).

Bidders must be FDOT pre-qualified for Minor Bridge construction.

The contract will have a Not to Exceed amount matching the total including Owner's Reserve. Billing will be on a unit cost basis. Any additional quantity above the bid tabulation amount requires pre-approval by the City and will be performed and billed at the designated unit pricing utilizing contingency funds. If use of Owner's Reserve is requested, a formal written change order must be completed and will require the Mayor's signature to be valid. The Not to Exceed Total Contract Amount cannot be exceeded without formal amendment to the contract via a change order and will require formal City Council Action at a regularly scheduled City Council meeting.

14. Ms. Brendalee Westlake reiterated that the Prime Contractor and all subcontractors are required to be registered in E-Verify. The City will be checking to make sure all contractors are in the system.

15. Mr. Boers opened the floor for bidder's questions. He advised the attendees 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.

QUESTIONS

Question: Please advise on the following:

24" PILE

Per FDOT Index 455-124 Sheet 2 of 2, the strand pattern shown is 28 - 1/2" @ 26 Kips

Will the EOR allow the following strand pattern as an alternate 20 - .6 HSSS @ 36.5 Kips if more prestress is required this could go up to as high as 37.6 Kips

Response: The alternate strand pattern of 20 - .6 HSSS is acceptable, however the strands shall be pulled to 36.0 Kips.

Question: On page 00300-4, under Special Conditions, #16 Wage and Equipment Rates – it states, "Contractor must include listing of his labor wage rates and equipment rental rates in this contract with the Bid Schedule". Is this really required? It is not typically requested. If so, is it to be submitted with the bid package or the contract?

Response: No, the Contractor is not required to list his labor wage rates and equipment rental rates with the Bid Schedule. See Revision below.

REVISIONS:

1. Bid Form, Article 6.01 is revised as follows:

6.01 Bidder agrees that the Work will be substantially complete within 180 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, or no later than June 30, 2020, and will be completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions within 210 calendar days after the date when the Contract Times commence to run, ~~and no later than June 30, 2019~~ or no later than July 31, 2020, which days will be entered by OWNER into the AGREEMENT as the Contract Times.


2. Delete Special Condition 16 on page 00300-4.

CLARIFICATIONS:

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

ZEP Construction Inc.
Company

10/31/19
Date

**CITY OF VENICE PROCUREMENT-
FINANCE DEPARTMENT**

401 W. VENICE AVE. - ROOM # 204

VENICE, FL. 34285

(941) 486-2626

FAX (941) 486-2790

ADDENDUM NO. 2

Date: October 30, 2019

To: All Prospective Proposers

Re: ITB# 3112-19 Capris Isles Boulevard Bridge Replacement

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:

1. The bid schedule calls for crushed concrete. Crushed concrete is not readily available. Can other FDOT approved base materials or black base be accepted in lieu of crushed concrete?

Response: In addition to crushed concrete aggregate, cement treated base (10"), and B-12.5 (black base) (5") are also acceptable. The attached bid form has been revised to include these base materials as optional bid items. The Contractor shall bid one item and shall indicate which item will be used on the bid form. This bid item will be paid on unit basis regardless of material used.

2. There is no pay item for mobilization. Can you add a mobilization item to the bid schedule?

Response: Bid items for Mobilization and Maintenance of Traffic have been added to the attached revised bid form.

3. Can the lines that are attached to the bridge be shut off during bridge construction?

Response: No; the lines cannot be shut off during construction.

4. Are the directional drills supposed to be done and lines active before the existing bridge is removed?

Response: Yes; the utilities lines directional drills must be completed and operational prior to demolition of the bridge.

5. Do we need signed and sealed MOT plans?

Response: Yes; MOT must be signed & sealed. Note that signed and sealed MOT plans are included in the Bid Plans. The Contractor may propose a change in accordance with Section 102-4 Alternative Traffic Control Plan, which would need to be signed and sealed by the Contractor's Engineer of Record.

REVISIONS:

A revised Bid Form is attached to this addendum. Bidders must submit the Addendum 2 Revision Bid Form. Billing will be on a unit cost basis. If use of Owner's Reserve is requested, a formal written change order must be completed and will require the Mayor's signature to be valid. The contract will have a not to exceed amount matching the total including Owner's Reserve. The Not to Exceed Total Contract Amount cannot be exceeded without formal amendment to the contract via a change order and will require formal City Council Action at a regularly scheduled City Council meeting.

Peter A. Boers
Procurement Department

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


Receipt Acknowledged:



Signature



Company



Date

**CITY OF VENICE PROCUREMENT-
FINANCE DEPARTMENT**

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

ADDENDUM NO. 3

Date: November 1, 2019

To: All Prospective Proposers

Re: ITB# 3112-19 Capris Isles Boulevard Bridge Replacement

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:

1. The bid sheet does not have a line item for Mobilization or Maintenance of Traffic. Is this intentional or can it be added.

Response: Bid items for Mobilization and Maintenance were added to the revised Bid Form that was issued with Addendum 2. Bidders must submit the Addendum 2 Revision Bid Form.

2. The standard plan 455-003 attached to this plan set is for EDC internal gauges. Please confirm that PDA external gauges can be used in lieu of EDC gauges.

Response: Yes, external PDA gauges can be used in lieu of internal EDC gauges.

3. Are drawings of the original bridge structure available

Response: Drawings of the original bridge structure are not available.

4. Is an Engineers Estimate available?

Response: The Engineer's Estimate is not available. The Project Estimated Budget is \$1,200,000.

5. Note 7 on B1-7 states that the Contractor shall follow the specification 455 in regards to the existing structures. 455 references section 108. Please clarify the specific procedures in section 108 that we must include in our bid.

Response: Vibration monitoring (108-2) of the nearest structures. A preconstruction condition survey is recommended to be performed prior to proceeding with the pile driving operation to detail the general condition of the structures and any cracks or imperfections.


Peter A. Boers
Procurement Department

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


Receipt Acknowledged:



Signature



Company



Date