

## CONTRACT

THIS CONTRACT, pursuant to City Council approval granted on \_\_\_\_\_, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Venice, Florida, hereinafter referred to as the City, and UIT LLC, hereinafter referred to as the Contractor.

### W I T N E S S E T H:

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

(1) The Contract Documents consist of this Contract, Performance and Payment Bonds, Contractor's Certificate of Insurance attached hereto as composite Exhibit A and the City's Invitation to Bid (ITB) 3017-15: Cleaning and CCTV Inspection of Sanitary Sewer Lines, including: standard general conditions, plans and specifications, Contractor's bid proposal for ITB 3017-15 and bid form as composite Exhibit B, all of which are incorporated herein by reference. All of the Contract Documents are made a part of this Contract.

(2) The Contractor shall perform all the work requested by the City as required by the Contract Documents including installation of the listed items per the bid specifications.

(3) Before any work is commenced under this Contract, the City will issue a Notice to Proceed to the Contractor specifying the work it is requesting the Contractor to complete. The contract shall be for a three (3) year period, commencing on the issuance of the Notice to Proceed, and terminating three (3) years from that date. The City may, at its discretion and with the consent of the Contractor, renew the Agreement under all of the terms and conditions contained in this Agreement for two (2) additional one (1) year periods. The City shall give the Contractor written notice of the City's intention to extend the Agreement term not less than ten (10) days prior to the end of the Agreement term then in effect. Requests for consideration of a price adjustment must be made on the contract anniversary date, in writing, to the Procurement Manager. It is anticipated that cleaning and CCTV inspection will be completed for approximately twenty percent (20%) of the sanitary sewers within the City each year. Services will be administered via individual work assignments through purchase orders based on the unit prices submitted in the Contractor's bid form.

(4) The City shall pay the Contractor for the performance of the work, in accordance with Contractor's bid proposal as provided for in Exhibit B, subject to the terms and conditions of the Contract Documents and any written change orders. Contractor shall issue a monthly invoice, consistent with the prices provided in Exhibit B, to the City setting forth the work completed to-date by the Contractor.

(5) Time is of the essence in this contract. In the event that the work is not completed within the required time as specified in any work assignment the parties enter into pursuant to this Contract, then from the compensation otherwise to be paid to the Contractor for that particular work assignment, the City may retain the sum of **one hundred dollars (\$ 100.00) per day** for each calendar day that the work remains incomplete beyond the time limit, which sum shall represent the actual damage which the City will have sustained per day by failure of the Contractor to complete the work within the required time, said sum not being a penalty but being the stipulated

damages the City will have sustained in the event of such default by the Contractor.

(6) In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, sex, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post hereafter in conspicuous places, available for employees or applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause. The Contractor further agrees to insert the foregoing provisions in all contracts hereunder, including contracts or agreements with labor unions and/or workers' representatives, except subcontracts for standard commercial supplies or raw materials.

(7) Contractor must secure and maintain any and all permits and licenses required to complete the work under this Contract, unless the Contract Documents provide otherwise.

(8) Throughout the term of this Contract the Contractor must maintain insurance in at least the amounts and coverage required as shown in Exhibit A. The Contractor must provide a Certificate of Insurance to the City evidencing such coverage prior to issuance of the Notice to Proceed by the City.

(9) Pursuant to applicable Florida law, Contractor's records associated with this Contract may be subject to Florida's public record laws, Florida Statutes 119.01, *et seq*, as amended from time to time. Contractor shall comply with all public records obligations set forth in such laws, including those obligations to keep, maintain, provide access to, and maintain any applicable exemptions to public records, and transfer all such public records to the City at the conclusion of this Contract, as provided for in Section 119.0701, Florida Statutes.

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

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

(12) The laws of the State of Florida shall govern all provisions of this Contract. Venue

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

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

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

(SEAL)

ATTEST:


CITY OF VENICE  
IN SARASOTA COUNTY, FLORIDA


\_\_\_\_\_  
CITY CLERK

BY: \_\_\_\_\_  
MAYOR JOHN HOLIC

ATTEST:

UIT LLC

  
\_\_\_\_\_  
GIANCARLO GIL

BY:   
\_\_\_\_\_  
Gonzalo Balandra  
Managing Member

Approved as to Form and Correctness

\_\_\_\_\_  
David Persson, City Attorney



[www.altersurety.com](http://www.altersurety.com)

Exhibit A

February 1, 2016

CITY OF VENICE, FLORIDA  
401 W. Venice Avenue  
Venice, FL. 34285

**RE: UIT LLC**  
**Project: Cleaning & CCTV Inspection of Sanitary Sewer Lines.**  
**ITB No. 3017-15**  
**Bond No. 71747187**

To Whom It May Concern:

We have executed the enclosed bonds on behalf of the above captioned contractor in favor of the City of Venice, Florida. Please note that we have not dated the bonds or the Power of Attorney. The copy of the contract we received was not dated and as the bonds follow the contract they should not be dated prior to the contract.

Please accept this letter as authorization to date the enclosed Performance bond(s), Payment bond(s), and the attached Power of Attorney for the captioned project. Please date these items concurrently with the contract date and fax a copy to our office at 305-328-4838 or email to [doreen@altersurety.com](mailto:doreen@altersurety.com) so that we can activate the bond coverage.

Please do not hesitate to contact our office should you have any questions in this regard.

Yours truly,  
Western Surety Company



Warren Mitchell Alter,  
Attorney-In-Fact

# ALTER SURETY GROUP, INC.

## Bond Department - Public Works Bond

In compliance with Florida Statute Chapter 255.05, the provisions and limitations of section 255.05 Florida Statutes, including but not limited to, the notice and time limitations in Sections 255.05(2) and 255.05(10) are incorporated in this bond by reference.

Bond Number 71747187

Contractor UIT, LLC  
Address & 251 Valencia Avenue, #4655  
Phone No. Coral Gables, FL 33134  
786-519-4534

Surety Western Surety Company  
Address & 333 S. Wabash Avenue  
Phone No. Chicago, IL 60604  
312-822-5000

Owner Name City of Venice, Florida  
Address & 401 W. Venice Avenue  
Phone No. Venice, FL 34285  
941-882-7423

Contracting Public Entity  
(if different from the owner)  
Address &  
Phone No.

Contract/Project Number ITB 3017-15  
Project Name Cleaning & CCTV Inspection of Sanitary Sewer Lines within City  
of Venice.

Project Location City of Venice

Legal Description Within City of Venice

Description of Improvement: Cleaning & CCTV Inspection of Sanitary Sewer Lines.

This bond is given to comply with section 255.05 Florida Statutes and any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2) and (10), Florida Statutes. Any provision of this bond which conflict with or purports to grant broader or more expanded coverage in excess of the minimum requirements of the applicable statute shall be deemed deleted herefrom. This bond is a statutory bond, not a common law bond.

This is the *front page* of the bond.

All other page(s) are deemed subsequent to this page regardless of any page number(s) that may be pre-printed thereon.

**PERFORMANCE BOND**  
**Form to be Used When Bonding Only One Year**  
**of a Multi-Year Contract**  
**(Page 1 of 2)**

Bond No. 71747187

**KNOW ALL MEN BY THESE PRESENTS:** That UIT, LLC

(hereinafter called Principal) as Principal, and Western Surety Company

a corporation duly organized under the laws of the State of South Dakota

and duly authorized and licensed to do business in the State of Florida

(hereinafter called Surety), as Surety, are held and firmly bound unto \_\_\_\_\_

City of Venice

(hereinafter called the Obligee), as Obligee, in the full and just sum of Ninety-Five Thousand Eight

Hundred Sixteen and 47/100 Dollars (\$ \$95,816.47),

to the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has entered into a certain written contract with the above

mentioned Obligee dated \_\_\_\_\_ for Itb #3017-15: Cleaning and

CCTV Inspection of Sanitary Sewer Lines

for a period of 1 years which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein, and

WHEREAS, the Obligee has agreed to accept a bond guaranteeing the performance of said contract for a period of only one year.

NOW, THEREFORE, if Principal shall faithfully perform such contract or shall indemnify and save harmless the Obligee from all cost and damage by reason of Principal's failure so to do, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PERFORMANCE BOND  
(Page 2 of 2)

PROVIDED, HOWEVER, that this bond is subject to the following conditions and provisions:

1. This bond is for the term beginning January 29, 2016 and ending January 29, 2017.
2. In the event of default by the Principal in performance of the contract during the term of this bond the Surety shall be liable only for the loss to the Obligor for actual excess costs of performance of the contract up to the expiration of the term of this bond and in no event shall the liability of the Surety exceed the penal sum stated in this bond.
3. No claim, action, suit or proceeding, except as hereinafter set forth, shall be instituted or maintained against the Surety under this instrument unless same be brought or instituted and process served upon the Surety within one year after the expiration of the term of this bond.
4. Neither non-renewal by the Surety, nor failure, nor inability of the Principal to file a performance bond for subsequent terms under said contract shall constitute loss to the Obligor recoverable under this bond.
5. The bond may be extended for additional terms at the option of the Surety, by continuation certificate executed by the Surety and the Principal but regardless of the number of extensions for additional terms and the number of premiums which shall be payable or paid, the liability of the Surety hereunder shall not be cumulative from year to year nor period to period.
6. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligor named herein or the heirs, executors, administrators or successors of the Obligor.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

UIT, LLC

By: \_\_\_\_\_

*[Handwritten Signature]*

(Principal)

Western Surety Company

By: \_\_\_\_\_

*[Handwritten Signature]*

(Surety)

WARREN MITCHELL ALTER, Attorney-in-Fact

BY

*[Handwritten Signature]*  
Appointed Agent of Surety



The provisions and limitations of section 255.05 Florida Statutes, including but not limited to the notice and time limitations in Sections 255.05(2) and 255.05(10), are incorporated in this bond by reference.

# Western Surety Company

## PAYMENT BOND ANNUAL BOND FOR A MULTI-YEAR CONTRACT

Bond No. 71747197

KNOW ALL MEN BY THESE PRESENTS, That we, UIT, LLC

of Coral Gables, Florida (hereinafter called the Principal), and  
Western Surety Company (hereinafter called the Surety),

are held and firmly bound unto City of Venice  
(hereinafter called the Oblige), in the full and just sum of Ninety-Five Thousand Eight Hundred Sixteen and 47/100 Dollars (\$ 95,816.47 ),  
to the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bonded Principal has entered into a certain written contract with the above mentioned Oblige dated \_\_\_\_\_ to \_\_\_\_\_ for a period of \_\_\_\_\_ which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

WHEREAS, the Oblige has agreed to accept a bond guaranteeing the payment of said contract for a period of only one year.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if Principal shall in accordance with applicable Statues, promptly make payment to all persons supply labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to Surety being waived, then this obligation to be void; otherwise to remain in full force and effect.

Provided, however, that this bond is subject to the following conditions and provisions

1. This bond is for the term beginning January 29, 2016 and ending 01/29/2017.
2. No claim, action, suit or proceeding, except as hereinafter set forth; shall be had or maintained against the Surety on this instrument unless same be brought or instituted and process served upon the Surety within six months after the completion of the contract.
3. The total amount of the Surety's liability under this bond shall in no event exceed the penal sum hereof.
4. The bond may be extended for additional terms at the option of the Surety, by continuation certificate executed by the Surety.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_.

UIT, LLC

By: [Signature]

Western Surety Company

By: [Signature]  
Attorney-in-Fact WARREN MITCHELL ALTER

BY: [Signature]  
Appointed Agent of Surety

# Western Surety Company

## POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 71747187

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint WARREN MITCHELL ALTER

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: UIT, LLC

Obligee: City of Venice

Amount: \$500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

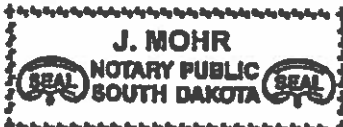
All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of January 29, 2017, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruffat, and its corporate seal to be affixed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.



WESTERN SURETY COMPANY  
Paul T. Bruffat  
Paul T. Bruffat, Vice President

\_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me, a notary public, personally appeared Paul T. Bruffat who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



J. Mohr  
Notary Public - South Dakota

My Commission Expires June 23, 2021

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

WESTERN SURETY COMPANY  
Paul T. Bruffat  
Paul T. Bruffat, Vice President



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/26/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|   |  |  |
|---|--|--|
| PRODUCER<br>Westward Insurance Services, Inc<br>2500 NW 79th Avenue<br>Suite 283<br>Doral, FL 33122 | 305-418-8411<br>305-418-8413   | CONTACT NAME<br>Maylin Perez<br>PHONE (A/C No. Ext.)<br>305-418-8411<br>FAX (A/C No.)<br>305-418-8413<br>E-MAIL ADDRESS<br>Westwardins@bellsouth.net<br>PRODUCER<br>CUSTOMER I.D.# |
| INSURED<br>Uit, LLC<br>251 Valencia Ave #4655<br>Coral Gables, FL 33134                             | INSURER(S) AFFORDING COVERAGE<br>INSURER A Progressive Express Ins Company 11760<br>INSURER B Essex Insurance Company 02732<br>INSURER C State of Florida<br>INSURER D<br>INSURER E<br>INSURER F | NAIC #   |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADOL SUBR (INSR WVD) | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|----------------------|---------------|-------------------------|-------------------------|---|
| B        | GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GENL AGGREGATE LIMIT APPLIES PER<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |                      | B105146       | 08/11/2015              | 08/11/2016              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 50,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/CP AGG \$ 1,000,000<br>\$ |
| A        | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS<br><input checked="" type="checkbox"/> PIP                       |                      | 08288273-4    | 10/18/2015              | 10/18/2016              | COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$0 Deductible \$ 10,000   |
|          | UMBRELLA LIAB <input type="checkbox"/> OCCUR<br>EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DEDUCTIBLE \$<br>RETENTION \$  |                      |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$<br>\$  |
| C        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROP/ETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH)<br>YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A<br>DESCRIPTION OF OPERATIONS below  |                      |               |                         |                         | WC STATUS: OTH-ER<br>E L EACH ACCIDENT \$<br>E L DISEASE - EA EMPLOYEE \$<br>E L DISEASE - POLICY LIMIT \$  |
| A        | Physical Damage  |                      | 08288273-4    | 10/18/2015              | 10/18/2016              |   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Listed Vehicle: 2000 Chev VIN# 1GBK34J1YF489686  
 1994 Ford Vin# 1FDKE37H6THA51424  
 City of Venice is listed as "Additional Insured with respects to the General Liability and Auto Liability".

|  |   |
|--|---|
| CERTIFICATE HOLDER<br>City of Venice<br>401 W. Venice Avenue<br>Venice, FL 34285 | CANCELLATION<br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br>Maylin Perez |
|--|---|



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/26/2016

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**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

|  |   |  |
|--|---|--|
| <b>PRODUCER</b><br>Gateway - Acentria Insurance LLC<br>2430 West Oakland Park Blvd.<br>Fort Lauderdale, FL 33311 | <b>CONTACT NAME:</b><br>PHONE (AC, Ho, Ext): (954) 735-5500      FAX (AC, Ho): (954) 735-2852<br>E-MAIL ADDRESS: gateway@gatewayins.com |  |
|  | <b>INSURER(S) AFFORDING COVERAGE</b> NAIC #   |  |
| <b>INSURED</b><br><br>UIT, LLC.<br>251 Valencia Ave # 4655<br>Coral Gables, FL 33134                             | <b>INSURER A:</b> Associated Industries      23140  |  |
|  | <b>INSURER B:</b>   |  |
|  | <b>INSURER C:</b>   |  |
|  | <b>INSURER D:</b>   |  |
|  | <b>INSURER E:</b>   |  |
|  | <b>INSURER F:</b>   |  |


**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

**THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.**

| INSR LTR | TYPE OF INSURANCE   | ADDITIONAL INSD | WVD | POLICY NUMBER     | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |            |
|----------|---|-----------------|-----|-------------------|-------------------------|-------------------------|---|------------|
|          | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |                 |     |                   |                         |                         | EACH OCCURRENCE   | \$         |
|          |   |                 |     |                   |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence)                                       | \$         |
|          |   |                 |     |                   |                         |                         | MED EXP (Any one person)  | \$         |
|          |   |                 |     |                   |                         |                         | PERSONAL & ADV INJURY   | \$         |
|          |   |                 |     |                   |                         |                         | GENERAL AGGREGATE   | \$         |
|          |   |                 |     |                   |                         |                         | PRODUCTS - COMP/OP AGG  | \$         |
|          |   |                 |     |                   |                         |                         |   | \$         |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS                          |                 |     |                   |                         |                         | COMBINED SINGLE LIMIT (Ea accident)   | \$         |
|          |   |                 |     |                   |                         |                         | BODILY INJURY (Per person)  | \$         |
|          |   |                 |     |                   |                         |                         | BODILY INJURY (Per accident)  | \$         |
|          |   |                 |     |                   |                         |                         | PROPERTY DAMAGE (Per accident)  | \$         |
|          |   |                 |     |                   |                         |                         |   | \$         |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED    RETENTION \$   |                 |     |                   |                         |                         | EACH OCCURRENCE   | \$         |
|          |   |                 |     |                   |                         |                         | AGGREGATE   | \$         |
|          |   |                 |     |                   |                         |                         |   | \$         |
| <b>A</b> | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N             | N/A | <b>AWC1059404</b> | 01/31/2016              | 01/31/2017              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |            |
|          |   |                 |     |                   |                         |                         | E L EACH ACCIDENT   | \$ 100,000 |
|          |   |                 |     |                   |                         |                         | E L DISEASE - EA EMPLOYEE   | \$ 100,000 |
|          |   |                 |     |                   |                         |                         | E L DISEASE - POLICY LIMIT  | \$ 500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER      CANCELLATION**

|  |  |
|--|--|
| The City of Venice<br>401 W. Venice Avenue<br>Venice, FL 34285 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|  | AUTHORIZED REPRESENTATIVE<br>  |

**Required Forms List: ITB# 3017-15: Cleaning and CCTV Inspection  
of Sanitary Sewer Lines**

- Proposal Bond
- Local Preference Form
- Qualifications Statement
- Trench Safety Act Acknowledgement
- Cooperative 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 to be Used for this Work
- Drug Free Workplace Certification
- Scrutinized Company Affidavit and Certification
- Non-Collusion Affidavit
- Public Entity Crime Information
- No Bid Response
- Bid Submittal Form

Forms must be returned with each firm's proposal.

Mark "N/A" if not applicable to your firm.

**PROPOSAL BOND**

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

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

UIT LLC. \_\_\_\_\_ as Principal,  
and Western Surety Company \_\_\_\_\_ as Surety

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

Five Percent of Amount Bid \$ 5% of Amount Bid, for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that if the attached Proposal of Principal and Surety for work specified as:

Bid for Cleaning and CCTV Inspection of Sanitary Sewer Lines :  
Bid No.: 3017-15

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 7th day of January, 2016.

UIT LLC.  
[Signature]  
Principal

Western Surety Company  
[Signature]  
Surety, Warren M. Alter  
Attorney-in-Fact

**Principal must indicate whether corporation, partnership, company, or individual.**

The person signing shall, in his own handwriting, sign the Principal's name, his own name, and his title. The person signing for a corporation must, by affidavit, show his authority to bind the corporation.

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Warren M Alter, David T Satine, Individually**

of Miami Lakes, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 15th day of June, 2015.



WESTERN SURETY COMPANY

Paul T. Bruflat  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 15th day of June, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
February 12, 2021



S. Eich  
S. Eich, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 7th day of January, 2016.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD  
1940 NORTH MONROE STREET  
TALLAHASSEE FL 32399-0783**

**(850) 487-1395**

**BALANDRA, GONZALO  
UNDERGROUND INFRASTRUCTURE TECHNOLOGIES  
251 VALENCIA AVE  
SUITE # 4655  
CORAL GABLES FL 33134**

**Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbecue restaurants, and they keep Florida's economy strong.**

**Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto [www.myfloridalicense.com](http://www.myfloridalicense.com). There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.**

**Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!**



**DETACH HERE**

**RICK SCOTT, GOVERNOR**

**KEN LAWSON, SECRETARY**

**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD**

|                       |  |
|-----------------------|--|
| <b>LICENSE NUMBER</b> |  |
| CUC1224886            |  |

**The UNDERGROUND UTILITY & EXCAVATION CO  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2016**



**BALANDRA, GONZALO  
UNDERGROUND INFRASTRUCTURE TECHNOLOGIES  
251 VALENCIA AVE.  
SUITE # 4655  
CORAL GABLES FL 33134**



**CITY OF VENICE  
FINANCE-PROCUREMENT  
DEPARTMENT**

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

**ADDENDUM NO. 1**

**Date: December 22, 2015**

**To: All Prospective Proposers**

**Re: ITB# 3017-15: Cleaning and CCTV Inspection of Sanitary Sewer Lines**

---

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 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 and questions submitted during the pre-bid meeting held December 16, 2015 at 12:30 P.M.

**Summary:**

- 1. Jon Mayes, Procurement Department, started the meeting by reviewing the next important dates. Proposals are due January 7, 2016 at 2:00 PM, City Hall, Room #204. The actual bid opening will occur in City Hall, Room #114 shortly thereafter. Last questions and follow-up answers is December 21 by 1:00 PM. Mr. Mayes stated from the meeting date forward, he was the only contact source for additional questions.**
- 2. Mr. Mayes also pointed out key sections of the bid for contractors to review. Starting on page 3 are the "General Conditions and Instructions to Offerors" and page 12- "Insurance Information".**
- 3. Mr. Mayes also stated that a 5% bid bond is required for this project as stated on page 16. And the awarded contractor will be required to provide a Performance and Payment Bond equal to 100% of the contract amount.**

4. **Mr. Mayes pointed out the required forms that start on page 26 thru page 49 including the "bid form" that must also be submitted with each contractor's proposal. Page 25 can be used as a "check off" sheet for these forms and mark a form "N/A" and return it, even if such form may not pertain to the contractor.**

5. **John Spalding, Utilities Department, gave a summary of the work:**

**"The work under this contract will include cleaning and CCTV inspection of sanitary sewers throughout the City of Venice. A limited number of sewer laterals may be included in this work. There may also be protruding service connections that require mechanical removal.**

**All sewers that are to be inspected must be cleaned by hydraulic or mechanical methods, as field conditions require, prior to performing the CCTV inspection.**

**The contractor will be responsible for paying for water usage. Water usage will be measured by a hydrant meter, which the contractor will be responsible for renting from the City. The contractor will be required to set and remove the meter at hydrants as the work progresses.**

**Disposal of sewer cleaning debris is to occur at the Eastside Water Reclamation Facility. The contractor will be responsible for transportation of debris.**

**The City will not be providing space for contractor staging, storage, parking, etc.**

**The Invitation to Bid is set up to establish a three-year contract with the option for the City to renew the contract for two one-year periods at the same terms and conditions. Thus this contract may be extended to a five-year period.**

**The quantities in the bid form are approximate for the work to be performed over the initial three-year period. The quantities represent approximately 3/5 of the totals of the various sizes of sewer present within the City. Services will be administered under purchase orders based on the unit bid prices. The City anticipates issuing one purchase order each year, with each purchase order including approximately 1/3 of the quantities on the bid form.**

**The quantities for mechanical removal and maintenance of traffic are approximate based on quantities seen under previous contacts. As noted previously, these and all other quantities on the bid form are approximate and are not guaranteed."**

6. **One contractor asked if open bypass pumping could be a separate line item. Response: The City does not wish to include a separate line item for bypass pumping. The Bid Submittal Form will remain as it is in the original Invitation to Bid.**
7. **The same contractor asked of the local preference for this project and the percentage local vs. non-local for pricing. Response: Mr. Mayes stated that with local preference, pricing is within 10%. As per stated in the City's Municipal Code 2-217: "When applying local preference to competitive sealed bids, the finance department will notify the responsive and**

responsible lowest local business bidder that they have five days to resubmit a bid that matches or beats the lowest bid submitted by the nonlocal business, provided the local business' original bid was within ten percent of the lowest bid submitted by the nonlocal business. If the lowest local business bidder submits a revised bid that match, or beat, the bid submitted by the lowest nonlocal business bidder, the bid will be awarded to the local business. If the lowest local business bidder fails to submit a bid that matches or beats the bid submitted by the lowest nonlocal business bidder, the bid will be awarded to the nonlocal business."

8. Another contractor asked when the last time the system was cleaned. Response: Mickey Healy, Utilities Department, stated that the work under the last contract began in 2012 and was completed a little over a year ago.

Jon Mayes  
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:

Burt Baland  
Signature

VIT LLC  
Company

Date: 1/4/16

**CITY OF VENICE  
FINANCE-PROCUREMENT  
DEPARTMENT**

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

**ADDENDUM NO. 2**

**Date: December 31, 2015**

**To: All Prospective Proposers**

**Re: ITB# 3017-15: Cleaning and CCTV Inspection of Sanitary Sewer Lines**

---

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 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.

- 1. There has been some questions and concerns about the required Performance and Payment Bonds with the multi-year contract for this bid. If necessary, contractors can submit a Performance and Payment Bond annually.**

**Jon Mayes  
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:

Amy Balach

Signature

VIT LLC

Company

Date: 1/4/16

**R. W. POPE & ASSOCIATES, INC.**

~CERTIFIES THAT~

ALEJANDRO QUIROZ

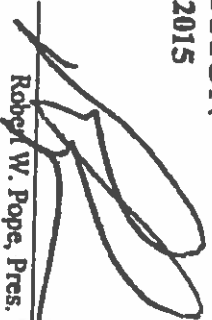
HAS SUCCESSFULLY COMPLETED CERTIFICATE REQUIREMENTS FOR THE COURSE ENTITLED

**OSHA'S CONFINED SPACE ENTRY ANNUAL REFRESHER TRAINING**  
IN ACCORDANCE WITH THE PROVISIONS OF: TITLE 29CFR 1910.146  
AND IN EVIDENCE THEREOF IS AWARDED THIS

**CERTIFICATE OF COMPLETION**  
ON THE FIRST DAY OF MAY, 2015

Expires One Year From Date of Issue  
Trained to "LEVEL A"

Certificate Number  
103705



Robert W. Pope, Pres.

Training Provided By:  
R. W. POPE & ASSOCIATES, INC., 1117 Mango Isle, Ft. Lauderdale, FL 33315



**R. W. POPE & ASSOCIATES, INC.**

~CERTIFIES THAT~

\_\_\_\_\_  
**GONZALO BALANDRA**

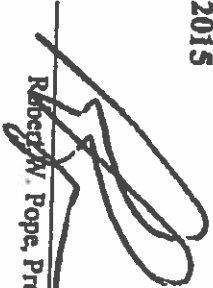
HAS SUCCESSFULLY COMPLETED CERTIFICATE REQUIREMENTS FOR THE COURSE ENTITLED

**OSHA'S CONFINED SPACE ENTRY ANNUAL REFRESHER TRAINING**  
IN ACCORDANCE WITH THE PROVISIONS OF: TITLE 29CFR 1910.146  
AND IN EVIDENCE THEREOF IS AWARDED THIS

**CERTIFICATE OF COMPLETION**  
ON THE FIRST DAY OF MAY, 2015

Expires One Year From Date of Issue  
Trained to "LEVEL A"

**Certificate Number**  
103703

  
Robert W. Pope, Pres.

Training Provided By:  
R. W. POPE & ASSOCIATES, INC., 1117 Mango Isle, Ft. Lauderdale, FL 33315

**R. W. POPE & ASSOCIATES, INC.**

~CERTIFIES THAT~

**GONZALO BALANDRA**

HAS SUCCESSFULLY COMPLETED CERTIFICATE REQUIREMENTS FOR THE COURSE ENTITLED

**OSHA'S 8-HOUR HAZWOPER SUPERVISOR ANNUAL REFRESHER TRAINING**  
*IN ACCORDANCE WITH THE PROVISIONS OF: TITLE 29CFR 1910.120(a)(8)*  
AND IN EVIDENCE THEREOF IS AWARDED THIS

**CERTIFICATE OF COMPLETION**  
ON THE FIRST DAY OF MAY, 2015

Expires One Year From Date of Issue  
Trained to "LEVEL A"

Certificate Number

103702

  
Robert W. Pope, Pres.

Training Provided By:  
R. W. POPE & ASSOCIATES, INC., 1117 Mango Isle, Ft. Lauderdale, FL 33315

National Association of Sewer Service Companies  
NASSCO, Inc.

# Certificate of Completion

This is to certify that

**Gonzalo Balandra**

Is certified to practice PACP, MACP and LACP.  
Certification is valid for three years from the date of issuance.

CERTIFICATE NUMBER: U-908-7323

*Theodore J. DeBoda*

Signature Theodore J. DeBoda, P.E., Executive Director

10/2/15

Date of Issuance



NOTE: THE USER IS NOT AN EMPLOYEE, AGENT OR PARTNER OF NASSCO. THE USER ACKNOWLEDGES AND AGREES THAT NASSCO DOES NOT SUPERVISE OR CONTROL THE USER AND THAT NASSCO SHALL NOT BE RESPONSIBLE FOR ANY ACTS OR OMISSIONS OF THE USER.

National Association of Sewer Service Companies  
NASSCO, Inc.

# Certificate of Completion

This is to certify that  
**Giancarlo Gil**

Is certified to practice PACP, MACP and LACP.  
Certification is valid for three years from the date of issuance.

CERTIFICATE NUMBER: U-908-7325

*Theodore J. DeBoda*

10/2/15

Signature Theodore J. DeBoda, P.E., Executive Director Date of Issuance



NOTE: THE USER IS NOT AN EMPLOYEE, AGENT OR PARTNER OF NASSCO. THE USER ACKNOWLEDGES AND AGREES THAT NASSCO DOES NOT SUPERVISE OR CONTROL THE USER AND THAT NASSCO SHALL NOT BE RESPONSIBLE FOR ANY ACTS OR OMISSIONS OF THE USER.

## **HOW DO I DETERMINE "LOCAL PREFERENCE"**

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

### **Questions 1 – 4**

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

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

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

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

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

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

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

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

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

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

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

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

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

### **Questions 5 – 7**

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

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

**NO**  If "no", proceed to question 6.

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

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

**NO**  If "no", proceed to question 7

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

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

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

## 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: UIT LLC / Gonzalo Balandra  
ADDRESS: 251 Valencia Ave # 4655  
PRINCIPLE OFFICE: Coral Gables, FL 33134

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:

UIT LLC

The address of the principal place of business is:

251 Valencia Ave # 4655 Coral Gables, FL 33134

If the Offeror is a corporation, answer the following:

- a. Date of Incorporation: 3/03/2010
- b. State of Incorporation: Florida
- c. President's Name: Gonzalo Balandra
- d. Vice President's Name: \_\_\_\_\_
- e. Secretary's Name: \_\_\_\_\_
- f. Treasurer's Name: \_\_\_\_\_
- g. Name and address of Resident Agent: Gonzalo Balandra  
251 Valencia # 4655 Coral Gables, FL 33134

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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ACKNOWLEDGEMENT**

State of Florida

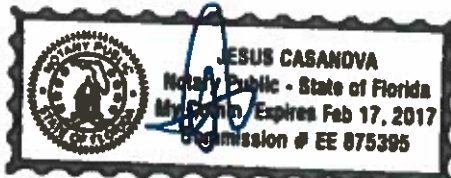
County of Miami Dade



SS.

On this the 4 day of JANUARY, 2016, before me, the undersigned Notary Public of the State of FLORIDA, personally appeared GONZALO BALANDRA 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:



NOTARY PUBLIC, STATE OF \_\_\_\_\_

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

Personally known to me, or  Produced Identification: \_\_\_\_\_  DID take an oath, or  DID NOT take an oath

**TRENCH SAFETY ACT ACKNOWLEDGEMENT**

Bidder acknowledges that included in the various items of the proposal and in the total bid price, are costs for complying with the Florida Trench Safety Act (90-96 Laws of Florida) effective October 1, 1990. The bidder further identifies the costs to be summarized below:

| Trench Safety Measure | Description | Unit of Measure | Unit Quantity | Unit Cost | Extended Cost |
|-----------------------|-------------|-----------------|---------------|-----------|---------------|
| A.                    | <u>V/A</u>  |                 |               |           |               |
| B.                    |             |                 |               |           |               |
| C.                    |             |                 |               |           |               |
| D.                    |             |                 |               |           |               |
| E.                    |             |                 |               |           |               |

Total: \$ \_\_\_\_\_

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

CONTRACTOR NAME: VJT LLC / Gonzalo Balandia

BUSINESS NAME: \_\_\_\_\_

By:   
Signature of Authorized Representative

Date: 1/4/2015

**COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS**

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

Yes   X   No \_\_\_\_\_

**AUTHORIZED SIGNATURE**

By submission of the ITB, the undersigned certifies that:

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

Authorized Representative:   Gonzalo Balandra  

Signature:   Gonzalo Balandra  

Title:   Managing Member  

Company Name:   UIT LLC  

Address:   251 Valencia # 1655  

City, State, ZIP:   Coral Gables, FL 33124  

Telephone Number:   786-519-4534  

Fax Number: \_\_\_\_\_

E-mail address:   uitllc@aol.com

N/A

# 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 112.312(3) and 112.312(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 112.312(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 § 112.312(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:<br>N/A                 |             |            |
| 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 contracted 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 §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRISALS, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.**

CS FORM 3A — REV 1-83

**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-Offerrors 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, Gonzalo Balandra, being an authorized representative of the firm of  
VIT LLC located at City  
Coral Gables, State FL, Zip Code 33134 Phone:  
766-519-4534 Fax: \_\_\_\_\_ . Having read and

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

January 4th, 2016.

Gonzalo Balandra  
Please Print Name

Gonzalo Balandra  
Signature

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

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

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

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

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

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

Bidder (Company): VJT LLC  
Name and Title: Gonzalo Balandra Managing Member  
Address: 251 Valencia # 465  
Coral Gables, FL 33134  
Telephone: 786-519-4534

**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: Gonzalo Balandra Date: 1/4/16  
Printed name/title: Gonzalo Balandra / Managing Member

## 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: VST LLC

BUSINESS ADDRESS: 251 Valencia #465 Coral Gables, FL 33134

How many years have you been engaged in the business under the present firm name? 5

List previous business experience: \_\_\_\_\_

List at least three construction references:

(1) Person to contact: Hickey Healey

Company Name: City of Valencia

Address: \_\_\_\_\_

Telephone: 941-232-2673 Date work performed: 2013-2016

(2) Person to contact: Jesus Casanova

Company Name: CBC Group

Address: \_\_\_\_\_

Telephone: 305-898-9787 Date work performed: 2010-2015

(3) Person to contact: Dalia Abrahante

Company Name: Miami Dade County

Address: \_\_\_\_\_

Telephone: 766-224-0597 Date work performed: 2015-2016

(4) Person to contact: JAN Lancaster

Company Name: Insiform Technologies

Address: \_\_\_\_\_

Telephone: 813-944-7068 Date work performed: 2012-2015

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

NAME OF CONTRACTOR: UI + LLC

BUSINESS ADDRESS: 251 Valencia # 4655 Coral Gables, FL 33124  
100% Self Perform

LIST SUBCONTRACTORS TO BE USED IN THE PROJECT:

N/A

(1) Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Phase of Work Sublet: \_\_\_\_\_

(2) Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Phase of Work Sublet: \_\_\_\_\_

(3) Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Phase of Work Sublet: \_\_\_\_\_

(4) Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Phase of Work Sublet: \_\_\_\_\_

## DRUG FREE WORKPLACE CERTIFICATION

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

**IDENTICAL TIE BIDS:** Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State 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



**NON-COLLUSIVE AFFIDAVIT**

State of FLORIDA

County of MIAMI DADE

SS.

GONZALO BALANDIA being first duly sworn, deposes and says that:

1. He/she is the MANAGING MEMBER (Owner, Partner, Officer, Representative or Agent) of UST LLC 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:

JESUS CASANOVA

By: Gonzalo Balandia  
Gonzalo Balandia  
(Printed Name)  
Managing Member  
(Title)

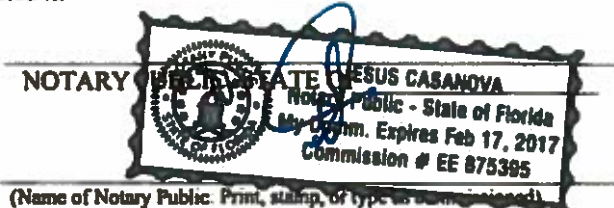
**ACKNOWLEDGEMENT**

State of FLORIDA

County of MIAMI DADE

On this 4 day of JANUARY, 2016, before me, the undersigned Notary Public of the State of \_\_\_\_\_, personally appeared GONZALO BALANDIA and (Name(s) of Individual(s) who appeared before notary) whose name(s) in/are Subscribed to the written instrument, and he/she/they acknowledge that he/she/they executed it.

NOTARY PUBLIC  
SEAL OF OFFICE:



Personally known to me, or  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, Gonzalo Balandra, being an authorized representative of the firm of VER LLC, located at City: Cojal Gables State: FL Zip: 33134, 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: Gonzalo Balandra Date: 1/4/16  
Phone: 786-519-4534 Fax: \_\_\_\_\_  
Federal ID#: 27-2127262

N/A

**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: January 7, 2016 at 2:00 PM**

**Bid Number: 3017-15**

**Description: Cleaning and CCTV Inspection of Sanitary Sewer Lines**

**Contact: Jon Mayes, Procurement- Finance Dept.**

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

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

Company Name \_\_\_\_\_ Vendor No. \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_ Telephone No. \_\_\_\_\_

**Cleaning and CCTV Inspection of Sanitary Sewer Lines**

**Bid Submittal Form**

| <b>Bid Item</b> | <b>Description</b>   | <b>Est. Qty.</b> | <b>Unit</b> | <b>Unit Price</b> | <b>Total Price</b> |
|-----------------|--|------------------|-------------|-------------------|--------------------|
| <b>1</b>        | <b>Sewer Main and Lateral Cleaning and CCTV Inspections</b>  |                  |             |                   |                    |
| 1.A             | Sewer Main Cleaning and CCTV Inspection for 6-inch and Smaller Sewer                                     | 31,000           | LF          | \$ .80            | \$ 24,800.00       |
| 1.B.            | Sewer Main Cleaning and CCTV Inspection for 8-inch Sewer   | 240,000          | LF          | \$ .90            | \$ 216,000.00      |
| 1.C             | Sewer Main Cleaning and CCTV Inspection for 10-inch Sewer  | 7,000            | LF          | \$ 1.00           | \$ 7,000.00        |
| 1.D             | Sewer Main Cleaning and CCTV Inspection for 12-inch Sewer  | 2,900            | LF          | \$ 1.00           | \$ 2,900.00        |
| 1.E             | Sewer Main Cleaning and CCTV Inspection for 15-inch and 16-inch Sewer                                    | 1,300            | LF          | \$ 1.00           | \$ 1,300.00        |
| 1.F             | Sewer Lateral Cleaning and CCTV Inspection for 4-inch and 6-inch Lateral, For up to 25 LF of Lateral     | 100              | EA          | \$ 200.00         | \$ 20,000.00       |
| 1.G             | Sewer Lateral Cleaning and CCTV Inspection for 4-inch and 6-inch Lateral, For Lateral Beyond First 25 LF | 250              | LF          | \$ 1.00           | \$ 250.00          |
| <b>2</b>        | <b>Mechanical Removal</b>  |                  |             |                   |                    |
| 2.A             | Mechanical Grease or Root Removal for 6-inch and Smaller Sewer   | 600              | LF          | \$ .01            | \$ 6.00            |
| 2.B             | Mechanical Grease or Root Removal for 8-inch Sewer   | 2,400            | LF          | \$ .01            | \$ 24.00           |
| 2.C             | Mechanical Grease or Root Removal for 10-inch Sewer  | 140              | LF          | \$ .01            | \$ 1.40            |
| 2.D             | Mechanical Grease or Root Removal for 12-inch Sewer  | 60               | LF          | \$ .01            | \$ .60             |
| 2.E             | Mechanical Grease or Root Removal for 15-inch and 16-inch Sewer  | 25               | LF          | \$ .01            | \$ .25             |
| 2.F             | Mechanical Tuberculation Removal for 6-inch Sewer  | 300              | LF          | \$ .01            | \$ 3.00            |
| 2.G             | Mechanical Tuberculation Removal for 8-inch Sewer  | 1,200            | LF          | \$ .01            | \$ 12.00           |
| 2.H             | Mechanical Tuberculation Removal for 10-inch Sewer   | 70               | LF          | \$ .01            | \$ .70             |
| 2.I             | Mechanical Tuberculation Removal for 12-inch Sewer   | 30               | LF          | \$ .01            | \$ .30             |
| 2.J             | Mechanical Tuberculation Removal for 15-inch and 16-inch Sewer   | 15               | LF          | \$ .01            | \$ .15             |
| 2.K             | Removal of Protruding Service Connection by Mechanical Internal Means                                    | 40               | EA          | \$ 1.00           | \$ 40.00           |

| Bid Item   | Description   | Est. Qty. | Unit | Unit Price | Total Price          |
|--|---|-----------|------|------------|----------------------|
| <b>3</b>   | <b>Maintenance of Traffic (MOT)</b>                           |           |      |            |                      |
| 3.A  | MOT for FDOT Roadway  | 10        | EA   | \$ 1.00    | \$ 10.00             |
| 3.B.   | MOT for City of Venice Collector Roadway                      | 50        | EA   | \$ 1.00    | \$ 50.00             |
| 3.C  | MOT for City of Venice Minor/Residential Roadway              | 250       | EA   | \$ 60.00   | \$ 15,000.00         |
| 3.D  | MOT for County Maintained Roadway                             | 50        | EA   | \$ 1.00    | \$ 50.00             |
| <b>Subtotal (Bid Items 1.A-1.G, 2.A-2.K, and 3.A-3.D)</b>  |   |           |      |            | <b>\$ 287,449.40</b> |
| <b>4</b>   | <b>Mobilization/Demobilization</b>                            |           |      |            |                      |
| 4.A  | Mobilization/Demobilization<br>(Not to Exceed 5% of Subtotal) | 1         | LS   | \$ 1.00    | \$ 1.00              |
| <b>Total Bid Price</b>   |   |           |      |            | <b>\$ 287,449.40</b> |
| <b>Total Bid Price (Written in Words):</b><br>Two hundred and eighty seven thousand four hundred forty nine dollars and forty cents. |   |           |      |            |                      |

**Name, Address, and Telephone Number of Firm Submitting Bid**

UIT LLC  
 251 Valencia # 4655  
 Coral Gables, FL 33134

**Signature, Name, and Title of Authorized Representative of Firm Submitting Bid**

*Gonzalo Balandra*  
 Gonzalo Balandra  
 Managing Member

**Date**

1/4/16

**R. W. POPE & ASSOCIATES, INC.**

*certifies that:*

**CONZALO BALANDRA**

*HAS SUCCESSFULLY COMPLETED CERTIFICATE REQUIREMENTS FOR THE COURSE ENITLIND*

**OSHA'S 8-HOUR HAZWOPER SUPERVISOR ANNUAL REFRESHER TRAINING**  
*IN ACCORDANCE WITH THE PROVISIONS OF: 29 CFR 1910.120(g)(6)  
AND IN EFFECTIVE PERIOD IS GUARANTEED THIS*

**CERTIFICATE OF COMPLETION**  
**ON THE FIRST DAY OF MAY, 2015**

Expires One Year From Date of Issue  
Issued to "LEYTEL A"

Certificate Number

  
Robert W. Pope, Pres.

Training Provided by:  
**R. W. POPE & ASSOCIATES, INC., 1117 Alhongo Isle, Ft. Lauderdale, FL 33315**

**R. W. POPE & ASSOCIATES, INC.**

*- CERTIFICATE -*

**GONZALO BALANDRA**

*HAS SUCCESSFULLY COMPLETED WITH THE REQUIREMENTS FOR THE COURSE ENITLED*

**OSHA'S CONFINED SPACE ENTRY ANNUAL REFRESHER TRAINING**  
*IN ACCORDANCE WITH THE PROVISIONS OF: 29 CFR 1910.146  
AND IN PREVIEW OF THEREOF IS ABEARING THIS*

**CERTIFICATE OF COMPLETION**  
**ON THE FIRST DAY OF MAY, 2015**

**Expires One Year From Date of Issue  
Trained to "LEVEL A"**

**Certificate Number**



**R. W. Pope, Pres**

**Training Provided By:**  
**R. W. POPE & ASSOCIATES, INC. 1117 Mango Isle, Ft Lauderdale, FL 33315**

**R. W. POPE & ASSOCIATES, INC.**

*- CERTIFICATE -*

**GIANCARLO GIL**

*HAS SUCCESSFULLY COMPLETED CERTIFICATE REQUIREMENTS FOR THE COURSE: ENTI1137D*

**OSHA'S CONFINED SPACE ENTRY ANNUAL REFRESHER TRAINING**

*IN ACCORDANCE WITH THE PROVISIONS OF TITLE 29, CFR 1910.146  
AND IN EVIDENCE THEREOF IS AWARDED THIS*

**CERTIFICATE OF COMPLETION  
ON THE FIRST DAY OF MAY, 2015**

Expires One Year from Date of Issue  
Trained to "I LEVEL, A"

Certificate Number

  
Robert W. Pope, Pres.

Training Provided By:

R. W. POPE & ASSOCIATES, INC., 1117 Margin Rd., Ft. Lauderdale, FL 33315

**R. W. POPE & ASSOCIATES, INC.**

— CERTIFIES THAT —

**ALEJANDRO QUIROZ,**

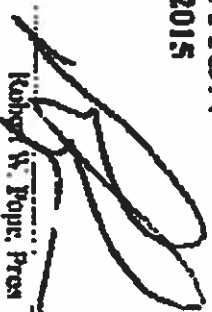
*HAS SUCCESSFULLY COMPLETED FURTHER AER REQUIREMENTS FOR THE COURSE LISTED*

**OSIA'S CONFINED SPACE ENTRY ANNUAL REFRESHER TRAINING**  
*IN ACCORDANCE WITH THE PROVISIONS OF TITLE 29 CFR 1910.146  
AND IN EVIDENCE THEREOF IS AFFIXED THIS*

**CERTIFICATE OF COMPLETION**  
**ON THE FIRST DAY OF MAY, 2015**

Expires One Year From Date of Issue  
Valid to "1.F.VI.A"

Certificate Number



Roberto W. Pope, Pres

Training Provided By:  
**R. W. POPE & ASSOCIATES, INC., 1117 Mango Isle, Ft. Lauderdale, FL 33314**

**R. W. POPE & ASSOCIATES, INC.**

*-CERTIFIES THAT-*

**MARTIN AVILA**

*HAS SUCCESSFULLY COMPLETED THE REQUIREMENTS FOR THE COURSE ENTITLED*

**OSHA'S CONFINED SPACE ENTRY ANNUAL REFRESHER TRAINING**  
*IN ACCORDANCE WITH THE PROVISIONS OF THE SAFETY PERMITS  
AND IN EXERCISE OF THE DUTY OF INSURANCE THIS*

**CERTIFICATE OF COMPLETION**  
**ON THE FIRST DAY OF MAY, 2015**

Expires One Year from Date of Issue  
Trained to "LEVEL A"

Certificate Number

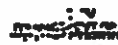


Robert W. Pope, Pres

Training Provided By  
**R. W. POPE & ASSOCIATES, INC.** . 1117 Mango Isle, Ft Lauderdale, FL 33315



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**GONZALO BALANDRA**  
has completed a Safety Training Course in:  
**INTERMEDIATE WORK ZONE TRAFFIC CONTROL.**  
**[FDOT PROVIDER #045]**