

BID FORM

CITY OF VENICE RECLAIMED WATER DISTRIBUTION SYSTEM IMPROVEMENTS

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ARTICLE 1 - BID RECIPIENT

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

ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS

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

ARTICLE 3 - BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:

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

Addendum No.	Date Received	Addendum No.	Date Received
<u>1</u>	<u>10/15/16</u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

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

- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies and data with the Bidding Documents.
 - I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
 - J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- 3.02 Bidder further represents that:
- A. this Bid is genuine and is not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
 - B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding;
 - C. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER; and
 - D. No person or persons acting in any official capacity for the OWNER are directly or indirectly interested in this Bid, or in any portion of the profit thereof.

ARTICLE 4 – BIDDER’S CERTIFICATIONS

- 4.01 Bidder certifies that:
- A. this Bid is genuine and is not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
 - B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid
 - C. Bidder; has not solicited or induced any individual or entity to refrain from bidding; and
 - D. Bidder has not engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract. For the purposes of the Paragraph 4.01.D;
 - I. Corrupt practice” means the offering, giving, or soliciting of anything of value likely to influence the action of a public official in the bidding process

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

ARTICLE 5 - BASIS OF BID

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

ITB 3043-16

BID ITEMS: RECLAIMED WATER DISTRIBUTION SYSTEM IMPROVEMENTS

Addendum 1 Revision

Item No.	Estimated Quantity	Unit	Description (Print or Type in Words)	Unit Bid Price (In Numbers)	Total Amount (In Numbers)
BASE BID ITEMS					
Part 1 – Reclaimed Water Mains					
1	330	LF	8" Reclaimed Water Main Installed by Open Cut Method	65	21450
2	130	LF	12" Reclaimed Water Main Installed by Open Cut Method	100	13000
3	160	LF	4" Reclaimed Water Main Installed by HDD	35	5600
4	1,060	LF	8" Reclaimed Water Main Installed by HDD	50	53000
5	1,200	LF	12" Reclaimed Water Main Installed by HDD	125	150000
6	2	TN	Ductile Iron Fittings	17500	35000
7	2	EA	4" Resilient Wedge Gate Valves with Box	1500	3000
8	1	EA	6" Resilient Wedge Gate Valves with Box	1500	1500
9	3	EA	8" Resilient Wedge Gate Valves with Box	2000	6000
10	2	EA	Air Release Valve (ARV) Assembly	7500	15000
11	1	EA	24" x 8" Tapping Sleeve and Valve	7500	7500
12	1	EA	Reclaimed Water Services With New Meter	1500	1500
13	5	EA	Air Release Valve (ARV) Manhole and Assembly Replacements	8500	42500
14	1	EA	4" Valve Replacement	5000	5000
15	2	EA	6" Valve Replacement	5000	10000
16	3	EA	18" Valve Replacement	15000	45000
17	620	SY	Asphalt Restoration	100	62000
18	1	LS	Maintenance of Traffic and Traffic Control	35000	35000
Part 2 – Force Main Pressure Testing					
19	1	LS	Flush Force Main Segments	10000	10000
20	1	LS	Pressure Test Segment from LS 4 to Park Blvd. and Granada Ave.	10000	10000
21	1	LS	Pressure Test Segment from LS 3 (The Esplanade) to Park Blvd. and Granada Ave.	10000	10000
22	1	LS	Pressure Test Segment from Park Blvd. and Granada Ave. to Discharge Manhole on Harbor Dr.	10000	10000
23	3	EA	Additional Pressure Testing	7500	22500
24	1550	SY	Force Main Testing Asphalt Restoration	85	131750

Addendum 1 Revision

Part 3 – Addendum #1					
25	1	LS	Reclaimed Water Service Line Installation at 111 North Auburn Road	2500	2500
26	1	LS	Reclaimed Water Service Line Installation at 211 West Airport Avenue	2500	2500
27	14	SY	Asphalt Restoration – 111 North Auburn Road	357.50	5005
BASE BID SUBTOTAL					

Part 4 – General					
28	1	LS	General Conditions	10000	10000
29	1	LS	Mobilization and Demobilization	8000	8000
30	1	LS	Indemnification	\$10.00	\$10.00
31	1	LS	Owner's Allowance	\$100,000	\$100,000
32	1	LS	Permit Fee Allowance	\$15,000	\$15,000
BASE BID TOTAL				825315	


TOTAL BASE BID PRICE written in words:

eight hundred twenty five thousand three hundred fifteen

Name and address of bidding firm:

General Underground LLC P.O. Box 870 Clearwater, FL 34614

Signature and title of authorized individual signing bid:

 Chris Bell

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

ARTICLE 6 - TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within 180 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions within 210 calendar days after the date when the Contract Times commence to run, which days will be entered by OWNER into the AGREEMENT as the Contract Times.
- 6.02 Bidder accepts the provisions of the AGREEMENT as to liquidated and special damages, if any, in the event of failure to complete the Work within the Contract Times.

ARTICLE 7 - ATTACHMENTS TO THIS BID

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

ARTICLE 8 - DEFINED TERMS

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

ARTICLE 9 - BID SUBMITTAL

9.01 This Bid submitted on 10/28 /, 2016 by:

If Bidder is:

Individual

Name (Typed or Printed): _____

By _____
(Individual's Signature)

Doing business as _____

License or Registration Number: _____

Business Address: _____

Phone No.: _____ Facsimile: _____

A Partnership

Partnership Name: _____

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

(Name (Typed or Printed): _____

License or Registration Number: _____

Business Address: _____

Phone No.: _____ Facsimile: _____

A Corporation

Corporation Name: General Underground LLC
Florida

(State of Incorporation)

By [Signature]
(Signature - Attach evidence of authority to sign)

Name and Title (Typed or Printed): Chris Brown

(CORPORATE
SEAL)

Attest: [Signature] Bauchman
(Secretary)

License or Registration Number: CGL518531

Business Address: PO Box 870 Clearland FL
32644

Phone No.: 352 493 7282 Facsimile: _____

Limited Liability Company

By: _____
(Firm Name)

(State of Formation)

By: [Signature]
(Signature of Member/Authorized to Sign)

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

Certificate

No 20

Dated

December 31, 2014

Name Chris Brown

Signed to

Address PO Box 670 Chiefland, FL 32644

No 20

ORGANIZED UNDER THE LAWS OF
THE STATE OF FLORIDA

Membership Certificate

GENERAL UNDERGROUND, LLC

This Certifies that Chris Brown

is a member of General Underground, LLC, with a member's interest of 100%, and is entitled to the full benefits and privileges of such membership, subject to the duties and obligations, as more fully set forth in the Limited Liability Company Operating Agreement.

In Witness Whereof, General Underground, LLC has caused this Certificate to be executed by its duly authorized, Manager, Member this 31st day of December, 2014, and its Limited Liability Company, Seal of any, to be hereunto affixed.

MANAGER/MEMBER

MANAGER/MEMBER

License or Registration Number: _____

Business Address: _____

Phone No.: _____ Facsimile: _____

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____

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

Name (Typed or Printed): _____
(Title)

Title: _____

Second Joint Venturer Name: _____

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

Name (Typed or Printed): _____
(Title)

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

Business Address: _____

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

Phone: _____ Facsimile: _____

ARTICLE 10 – REQUIRED FORMS

Required Forms Check List: ITB# 3043-16: Reclaimed Water Distribution System Improvements

- Proposal Bond
- Qualifications Statement
- Co-operative Procurement with Other Jurisdictions
- Form 3A- Interest in Competitive Bid for Public Business
- Indemnification/Hold Harmless
- FDEP & U.S. EPA Construction Notices of Intent (NOI)
- Statement of References for Contractor
- Contractor's Statement of Sub-contractors
- Drug Free Workplace Certification
- Non-Collusive Affidavit
- Public Entity Crime Information
- Statement of "No Bid" (if applicable)

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

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

Mark N/A if not applicable to your firm

PROPOSAL BOND

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

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

General Underground, LLC as Principal,

and American Southern Insurance Company as Surety

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

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

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

ITB No. 3043-16: Reclaimed Water Distribution System Improvements

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 31st day of October, 2016.

General Underground, LLC

American Southern Insurance Company

Principal

Surety

Kevin R. Wojtowicz, Attorney-in-Fact and FL Licensed Resident Agent

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.

AMERICAN SOUTHERN INSURANCE COMPANY

Domicile: 200 S.W. 30th Street
Topeka, Kansas 66611

Mailing Address: 3715 Northside Pkwy, NW, STE 4-800
Atlanta, Georgia 30327

GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the American Southern Insurance Company had made, constituted and appointed and by these presents does make, constitute and appoint Charles J. Nielson or David R. Hoover of Miami Lakes, Florida Kevin R. Wojtowicz, Laura D. Mosholder, or Jessica P. Reno of St. Petersburg, Florida, as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of \$1,000,000 (One Million U.S. Dollars).

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the American Southern Insurance Company on the 26th day of May, 1998:

RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the American Southern Insurance Company bonds, undertakings and all contracts of suretyship; and that any Secretary or an Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney and to attach thereto the seal of the Company.

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

In Witness Whereof, the American Southern Insurance Company has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Secretary this 1st day of April, 2016.

Attest:


Gail A. Lee, Secretary

American Southern Insurance Company

By: 
Scott G. Thompson, President

STATE OF GEORGIA (CORPORATE SEAL)

On this 1st day of April, 2016, before me personally came Scott G. Thompson, to me known, who being by me duly sworn, did depose and say that he resides in Atlanta, in the County of Fulton, State of Georgia, at 421 Hollydale Court; that he is the President of American Southern Insurance Company, the corporation described in and which executed the above instrument that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed and that he signed his name thereto pursuant to due authorization.



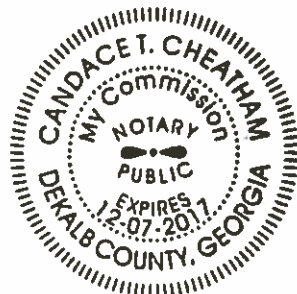
Candace T. Cheatham, Notary Public, State of Georgia
My Commission Expires December 7, 2017


I, the undersigned, a Vice President of American Southern Insurance Company, a corporation domiciled in Kansas, DC HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Atlanta, Dated the 31st day of October, 2016

(NOTARY SEAL)

POA NUMBER: 86235




Jerry A. Underwood
Vice President - Surety

QUALIFICATIONS STATEMENT

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

SUBMITTED TO:

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

CHECK ONE:

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

SUBMITTED BY:

NAME:

ADDRESS:

PRINCIPLE OFFICE:

General Underground, LLC
PO BOX 870 CHIEFLAND, FL 32644
11490 NW 115th St Chiefland, FL 32626

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:

General Underground, LLC

The address of the principal place of business is:

11490 NW 115th Chiefland, FL

32626

If the Offeror is a corporation, answer the following:

a. Date of Incorporation:

October 1, 2006

b. State of Incorporation:

Florida

c. President's Name:

Chris Brown

d. Vice President's Name:

e. Secretary's Name:

f. Treasurer's Name:

Chris Brown

g. Name and address of Resident Agent:

Chris Brown 1650 NW 50th St Chiefland

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?
_____ 10 _____

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

ACKNOWLEDGEMENT

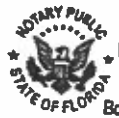
State of Florida

County of Levy

} SS.

On this the 28th day of October, 2016, before me, the undersigned Notary Public of the State of Florida, personally appeared Johns Brown 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:



BRANDY L. FEW
MY COMMISSION # FF 989688
EXPIRES: May 5, 2020
Bonded Thru Budget Notary Services

Brandy Few
NOTARY PUBLIC, STATE OF FL

Brandy Few

(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

BIDDER QUALIFICATION STATEMENT

(Completion of this statement is required in advance of
consideration for award of Contract.)

SUBMITTED TO:

City of Venice
401 West Venice Avenue
Venice, FL 34285

SUBMITTED FOR:

Reclaimed Water Distribution System Improvements

00451-1

THIS PAGE MUST BE COMPLETED & SUBMITTED WITH OFFER

SUBMITTED BY:

Name of Organization: General Underground, LLC
(Print or Type Name of Bidder)

Name of Individual: Chris Brown

Title: Operating Manager

Business Address: PO Box 870

Chiefland, FL 32644

Telephone No.: 352-493-7782

Fax No.: 352-493-7785

E-mail Address: Chrisbrown@generalunderground.com

Bidder's Website: _____

If address and phone number given above is for a branch office, provide address and phone number of principal home office:

Principal Home Office Address: 11490 NW 115th St

Chiefland, FL 32626

Principal Home Office Telephone No.: 352-493-7782

Gentlemen: 

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

(Note: Attach additional sheets as required.)

1.0 Bidder's General Business Information

1.1 Check if:

- ☒ Corporation ☐ Partnership ☐ Joint Venture ☐ Other
☐ Limited Liability Company ☐ Sole Proprietorship

If Corporation:

A. Date and State of Incorporation:

Florida

B. List of Executive Officers:

Name	Title	Address
Chris Brown	operating manager	11490 NW 115th St Miami, FL 32626
_____	_____	_____
_____	_____	_____

If Partnership:

A. Date and State of Organization:

N/A

B. Current General Partners (name and address for each):

N/A

C. Type of Partnership

- ☐ General ☐ Publicly Traded ☐ Limited
☐ Limited Liability ☐ Other (describe): _____

If Joint Venture:

A. Date and State of Organization:

N/A

B. Name, Address, Form of Organization, and State of Organization of Each Joint Venture Partner: (Indicate with an asterisk (*) the managing or controlling Joint Venturer if applicable):

N/A

If Limited Liability Company:

A. Date and State of Organization:

N/A

B. Members:

Name

Address

N/A

If Sole Proprietorship:

A. Date and State of Organization:

N/A

B. Name and Address of Owner or Owners:

N/A

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If Other Type of Organization:

A. Type of Organization: _____

B. Date and State of Organization:

C. Name and Address of Each Owner or Principal:

1.2 Certifications: In addition to the above categories of business entities, indicate whether Bidder's organization is a:

- ☐ Disadvantaged Business Enterprise, certified by _____
- ☐ Minority Business Enterprise, certified by _____
- ☐ Women's Business Enterprise, certified by _____
- ☐ Historically Underutilized Business Zone Small Business Concern, certified by _____

2.0 How many years has your organization been in business as a general contractor?

10 yrs

3.0 If your organizational structure has changed within the past five years, provide data as listed above in Item 1.0 for your previous organization.

4.0 Do you plan to subcontract any part of this project? _____ If so, give details.

- 5.0 Has any construction contract to which you have been a party been terminated by the owner; have you ever terminated work on a project prior to its completion for any reason; has any surety which issued a performance bond on your behalf ever completed the work in its own name or financed such completion on your behalf; has any surety expended any monies in connection with a contract for which they furnished a bond on your behalf? If the answer to any portion of this question is "yes", furnish details of all such occurrences including name of owner, architect or engineer, and surety, and name and date of project.
- NO
- 6.0 Has any officer or partner of your organization ever been an officer or partner of another organization that had any construction contract terminated by the owner; terminated work on a project prior to its completion for any reason; had any surety which issued a performance bond complete the work in its own name or financed such completion; or had any surety expend any monies in connection with a contract for which they furnished a bond? If the answer to any portion of this question is "yes", furnish details of all such occurrences including name of owner, architect or engineer, and surety, and name and date of project.
- NO
- 7.0 In the last five years, has your organization, or any predecessor organization, failed to substantially complete a project in a timely manner? If the answer to this question is "yes", furnish details of all such occurrences including name of owner, architect or engineer, and surety, and name and date of project.
- NO
- 8.0 On Schedule A, attached, list name, location and description of project, owner, architect or engineer, contract price, percent complete and scheduled completion of the major construction projects your organization has in progress on this date. Provide name, address and telephone number of a reference for each project listed.
- 9.0 On Schedule B, attached, list name, location and description of project, owner, architect or engineer, contract price, date of completion and percent of work with your own forces of major projects of the same general nature as this project which your organization has completed in the past five years. Provide name, address and telephone number of a reference for each project listed.

10.0 On Schedule C, attached, list name and construction experience of the principal individuals of your organization directly involved in construction operations.

11.0 Licenses and Registrations:

11.1 Indicate the jurisdictions in which your firm is legally qualified to practice. Indicate license or registration number for each jurisdiction, if applicable, and type of license or registration. Attach separate sheet as required.

Jurisdiction	License/Registration No.	Type
	CCC 15L5531	General Contracting

11.2 In the past five years, has Bidder had any business or professional license suspended or revoked?

☐ No ☒ Yes

If yes, describe on a separate attachment the circumstances, including the jurisdiction and bases for suspension or revocation.

12.0 Provide the following information for your surety:

12.1 Surety Company: Nielson Bonds

12.2 Agent: Jessica Reno

A. Address: 1000 Central Ave, Suite 200 St. Petersburg, FL

B. Telephone No.: 727-209-1803 33705

13.0 Provide the following with respect to an accredited banking institution familiar with your organization.

13.1 Name of Bank: Drummond Community Bank

13.2 Address: 1627 N. Young Blvd, Clearwater FL 32626

13.3 Account Manager: Rob Alexander

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THIS PAGE MUST BE COMPLETED & SUBMITTED WITH OFFER

13.4 Telephone No.: 352-443-2277

14.0 Provide the name, address and telephone number of an individual who represents a major equipment/material supplier whom the Owner may contact for a financial reference:

Ferguson 813 627 1240

15.0 Industry Affiliations, Memberships, Awards, and Honors

15.1 List below the industry organizations with which your organization is affiliated or which your organization is a member:

NA

15.2 List below the industry awards or honors received by your organization and the date for each. Attach supporting documentation as necessary.

N/A

16.0 Statement of Potential Conflicts of Interest: List below business associations, financial interests, or other circumstances that may create a conflict of interest with the Owner or other entity involved in the Project. Attach additional documentation as required.

17.0 Dated at Levy FL, this 28th day of October, 2016.

Bidder: General Undergravel, LLC
(Print or Type Name of Bidder)

By: Chris Brown

Title: Operating Manager

Attachments A, B and C

(Seal, if corporation)

00451-9

THIS PAGE MUST BE COMPLETED & SUBMITTED WITH OFFER

SCHEDULE A

SCHEDULE A

PROJECTS IN PROGRESS

[illegible]

ATTACHMENT B

SCHEDULE B PROJECTS COMPLETED

Name, Location and Description of Project	Owner	Architect or Engineer	Date Completed	Contract Price	Percent with Own Forces	Reference/Contract Include Address and Phone
① FY 2014 WMA Improvements Deland FL	Chris Brown/AE	com tech services inc/ July 2015 / \$865,468.93 / 90%				Rob Harrison 386-626-7195
② Annual Contract Alachua FL	Directional Pac/Chris Brown	90%				Rob Harrison 386-626-7195
Annual contract / \$200,000 / 90%						Ronald Davis 386-418-6140
③ Sousel pack WMA replacement at Sechs County FL	Chris Brown					
/ May 2015 / \$387,755.94 / 90%						Jane's Overton 904-209-2614
④ College of Central FL Wastewater System Expansion City of Sebring FL	Chris Brown	Joe Mittauer	May 2015 / \$174,116.75 / 90%			
						Joe Mittauer 904-278-0030

ATTACHMENT C

SCHEDULE C PERSONNEL

<u>Name</u>	<u>Position</u>	<u>Date Started With This Organization</u>	<u>Date Started In Construction</u>	<u>Prior Positions and Experience In Construction</u>
Chris Bawn	operator	August / October 1706	October 1706	October 1706
Chris Perry	project manager	October 1706	October 1706	October 1706
Mike Warren	Dredging Bank	4/11/14	4/11/14	

----- (Affidavit for Individual) -----

_____ being duly sworn, deposes and says that:
a) the financial statement, taken from his/her books, is a true and accurate statement of his/her financial condition as of the date thereof; and b) all of the foregoing qualification information is true, complete, and accurate.

----- (Affidavit for Partnership) -----

_____ being duly sworn, deposes and says that:
a) he/she is a member of the partnership of _____;
b) he/she is familiar with the books of said partnership showing its financial condition;
c) the financial statement, taken from the books of said partnership, is a true and accurate statement of the financial condition of the partnership as of the date thereof; and d) all of the foregoing qualification information is true, complete, and accurate.

----- (Affidavit for Corporation) -----

Chris Brown being duly sworn, deposes and says that: a) he/she is
Operating Manager of General Undertakings, LLC;
(Full name of Corporation)

b) he/she is familiar with the books of said corporation showing its financial condition;
c) the financial statement, taken from the books of said corporation, is a true and accurate statement of the financial condition of said corporation as of the date thereof; and d) that all of the foregoing qualification information is true, complete, and accurate.

----- (Affidavit for Limited Liability Company (LLC)) -----

_____ being duly sworn, deposes and says that: a) he/she is
_____ of _____;
(Full name of LLC)

b) he/she is familiar with the books of said company showing its financial condition; c) the financial statement, taken from the books of said company, is a true and accurate statement of the financial condition of said company as of the date thereof; and d) that all of the foregoing qualification information is true, complete, and accurate.

----- (Affidavit for Joint Venture) -----

Each joint venturer shall complete the affidavit appropriate for the joint venturer's type of organization and attach said affidavit to the Bidder Qualifications Statement. Submit separate acknowledgement for each joint venturer's affidavit.

----- (Acknowledgment) -----

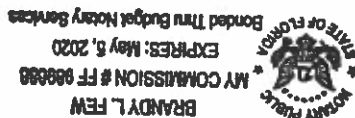
Chris Brown being duly sworn, deposes and says
that he/she is operating manager of General Underwood, LLC;
(Name of Bidder)

that he/she is duly authorized to make the foregoing affidavit and that he/she makes it on behalf of

() himself/herself; () said partnership; () said corporation;

() said joint venture; () said limited liability company

Sworn to before me this 28th day of October, 2016, in the County
of Levy, State of Florida.



Brandy Few

(Notary Public)

My commission expires May 2020

(Seal)

++ END OF BIDDER QUALIFICATIONS STATEMENT ++

COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS

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

Yes ✓ No

AUTHORIZED SIGNATURE

By submission of the ITB, the undersigned certifies that:

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

Authorized Representative: Chris Brown

Signature: Chris

Title: Operating Manager

Company Name: General Underground, LLC

Address: PO Box 870

City, State, ZIP: Chiefland, FL 32644

Telephone Number: 352 493-7782

Fax Number: 352-493-7785

E-mail address: Chrisbrown@generalunderground.com

FORM 3A INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS

LAST NAME — FIRST NAME — MIDDLE INITIAL			OFFICE POSITION HELD
MAILING ADDRESS			AGENCY
CITY	ZIP	COUNTY	ADDRESS OF AGENCY

WHO MUST FILE THIS STATEMENT

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

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

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

FILING INSTRUCTIONS

If you are a state officer or employee required to disclose the information above, please file this form with the Department of State in Room 316, R.A. Gray Building, 500 South Bronough Street, Tallahassee, Florida 32399-0530. 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 § 112.313, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

CE FORM 3A — REV. 1-91

THIS PAGE MUST BE COMPLETED & SUBMITTED WITH OFFER

INDEMNIFICATION/HOLD HARMLESS

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

I, Chris Brown, being an authorized representative of the firm of
General Underground, LLC located at City
11490 NW 115th St, State Florida, Zip Code 32626 Phone:
352 493 7782 Fax: 352 493 7785. Having read and

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

October 28, 2016.

Chris Brown
Please Print Name

Signature

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

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

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

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

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

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

Bidder (Company): General Underground, LLC
Name and Title: Chris Brown/operating manager
Address: 11490 NW 115th St
Chiefland, FL 32626
Telephone: 305-498-4433

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

Signature: _____

Printed name/title: _____

Date: _____

10/28/2016

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: General Underground, LLC
BUSINESS ADDRESS: PO Box 670 Clearland, FL 32644
How many years have you been engaged in the business under the present firm name? 10 yrs
List previous business experience: _____

List at least three construction references:

- (1) Person to contact: Rob Harrison
Company Name: City of Deland
Address: 120 South FL Avenue Deland, FL
Telephone: 386 626 7145 Date work performed: November 14
- (2) Person to contact: James Overton
Company Name: St. Johns County
Address: 1205 State Rd 16 St. Augustine FL 32034
Telephone: 904 229 2614 Date work performed: Aug 2014
- (3) Person to contact: Larry Nordman
Company Name: City of Deland
Address: 120 S FL Ave Deland FL 3272
Telephone: 386 682 1423 Date work performed: August 2015
- (4) Person to contact: Richard Davis
Company Name: City of Alachua
Address: P.O. Box 4 Alachua FL
Telephone: 386 418 6141 Date work performed: current

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

NAME OF CONTRACTOR: General Underground LLC
BUSINESS ADDRESS: P.O. Box 570 Clearwater FL 32644

LIST SUBCONTRACTORS TO BE USED IN THE PROJECT:

- (1) Company Name: Zacargoza Snd LLC
Address: 445 Howard Ave New Smyrna Beach FL 32168
Telephone: 3865279117 Phase of Work Sublet: Snd
- (2) Company Name: DJL paving
Address: 308 sunset drive Daytona Beach FL 32117
Telephone: 3862585440 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 of by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

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

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

Chris Brown / CB
Contractor's Name Signature

NON-COLLUSIVE AFFIDAVIT

State of Florida

County of Levy

SS.

that:

being first duly sworn, deposes and says

1. He/she is the Owner (Owner, Partner, Officer, Representative or Agent) of General Independent 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:

[Signature]

By:

Chris Brown
(Printed Name)
President - General
(Title)

ACKNOWLEDGEMENT

State of Florida

County of Levy

On this 28th day of October, 2016, before me, the undersigned Notary Public of the State of Florida, personally appeared Chris Brown 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



BRANDY L. FEW
MY COMMISSION # FF 989688
EXPIRES: May 5, 2020
Bonded Thru Budget Notary Services

NOTARY PUBLIC, STATE OF FL

Brandy Few

(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

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, Chris Brown, being an authorized representative
of the firm of General Underground, LLC, located at City:
Chiefland State: Florida Zip: 32626, have

read and understand the contents of the Public Entity Crime Information and of this
formal BID/ITB package, hereby submit our proposal accordingly.

Signature: _____

Phone: _____

Federal ID#: _____

Date: _____

Fax: _____

NO BID RESPONSE

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

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

Bid Open/Close Date: **October 31, 2016 at 2:00 PM**

Bid Number: **3043-16**

Description: This project includes construction of: a new 8" reclaimed main along Cherry Parkway; a new 12" reclaimed water main along Albee Farm Road; a new 8" reclaimed water main along Capri Isles Boulevard; flushing and pressure testing of two abandoned force mains; replacement of five (5) reclaimed water air release valves; and; replacement of six (6) reclaimed water valves.

Contact: Peter Boers, Procurement- Finance Department

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

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

Company Name _____ Vendor No. _____

Authorized Signature _____

Print Name _____

Title _____

Date _____ Telephone No. _____

++ END OF BID FORM ++

FDEP SUPPLEMENTAL CONDITIONS (Continued)

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>PAGE NO.</u>
17	Prohibited Local Government Construction Preferences	FDEP-12

<u>APPENDIX</u>	<u>DESCRIPTION</u>	<u>PAGE NO.</u>
A	Certification of Compliance with the Florida Department of Environmental Protection Supplementary Conditions.....	FDEP-13
B	Goals and Timetables for Minorities and Females	FDEP-14
C	Federal Labor Standards Provision.....	FDEP-15
D	American Iron and Steel Provision.....	FDEP-23
E	Wage Decision – Highway	HW-1
F	Wage Decision – Heavy.....	H-1

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGE NO.</u>
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DIVISION 1 – GENERAL REQUIREMENTS

01005	General Requirements.....	01005-1 thru 01005-16
01014	Summary of Work.....	01014-1 thru 01014-2
01030	Special Project Procedures.....	01030-1 thru 01030-8
01050	Field Engineering and Survey.....	01050-1 thru 01050-2
01090	Reference Standards.....	01090-1 thru 01090-2
01150	Measurement and Payment.....	01150-1 thru 01150-10
01152	Applications for Payment	01152-1 thru 01152-4
01153	Change Order Procedures	01153-1 thru 01153-4
01310	Construction Schedules.....	01310-1 thru 01310-6
01340	Shop Drawings, Product Data, Working Drawings and Samples	01340-1 thru 01340-6
01385	Color Audio-Video Construction Records.....	01385-1 thru 01385-2
01410	Testing and Testing Laboratory Services	01410-1 thru 01410-4
01500	Temporary Facilities	01500-1 thru 01500-2
01510	Temporary Utilities.....	01510-1 thru 01510-2
01530	Protection of Existing Facilities.....	01530-1 thru 01530-6
01570	Traffic Regulation.....	01570-1 thru 01570-2
01600	Material and Equipment.....	01600-1 thru 01600-4
01700	Contract Closeout.....	01700-1 thru 01700-4

DIVISION 2 – SITE WORK

02071	Horizontal Directional Boring	02071-1 thru 02071-10
02125	Silt Barriers	02125-1 thru 02125-2
02222	Excavation and Backfill for Pipes.....	02222-1 thru 02222-12
02485	Surface Restoration.....	02485-1 thru 02485-6

APPENDIX A TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
SUPPLEMENTARY CONDITIONS

CERTIFICATION OF COMPLIANCE WITH THE FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS

This certification relates to a construction contract proposed by chris Brown
(Insert the name of the Owner)

which expects to finance the proposed construction contract with assistance from the Florida Department of Environmental Protection (which administers a State Revolving Fund loan program supported in part with funds directly made available by grants from the United States Environmental Protection Agency). I am the undersigned prospective construction contractor or subcontractor.

I certify that I have read the Florida Department of Environmental Supplementary Conditions and agree to incorporate the following articles into the bid and/or contract:

ARTICLE 11 DEBARMENT AND SUSPENSION (EXECUTIVE ORDER 12549) ARTICLE 12 EQUAL
EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)
ARTICLE 13 IMMIGRATION REFORM AND CONTROL ACT OF (STATE OF FLORIDA EXECUTIVE ORDER
11-116)
ARTICLE 14 ENVIRONMENTAL COMPLIANCE
ARTICLE 15 FEDERAL LABOR STANDARDS PROVISION ARTICLE 16 AMERICAN IRON AND STEEL
PROVISION

I agree that I will obtain identical certifications from prospective lower-tier construction subcontractors prior to the award of any lower-tier construction subcontracts with a price exceeding \$10,000. I also agree that I will retain such certifications in my files.

CB
(Signature of Authorized Official)

10/28/16
(Date)

Chris Brown Operating Manager
(Name and Title of Authorized Official [Print or Type])

General Underground LLC
(Name of Prospective Construction Contractor or Subcontractor [Print or Type])

P.O. Box 870 Cheeland FL 32644 352 493 7782
(Address and Telephone Number of Prospective Construction Contractor or Subcontractor [Print or Type])

705668413
(Employer Identification Number of Prospective Construction Contractor or Subcontractor)

APPENDIX B TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS

GOALS AND TIMETABLES FOR MINORITIES AND FEMALES

[Note: These goals and timetables are the goals and timetables referred to in Paragraph 2 of the "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)"; these goals and timetables are to be included in all FDEP assisted construction contracts and subcontracts with a price exceeding \$10,000 and in all solicitations for such contracts and subcontracts.]

The following goals and timetables for female utilization shall be included in all federal and federally assisted construction contracts and subcontracts in excess of \$10,000. The goals are applicable to the contractor's aggregate on-site construction workforce whether or not part of that workforce is performing work on a federal or federally assisted construction contract or subcontract.

Area covered: Goals for Women apply nationwide.

Goals and Timetables

Timetable	Goals (percent)
Indefinite	6.9

Goals for minority utilization can be found in the Department of Labor's Technical Assistance Guide for Federal Construction Contractors (May 2009), available on the internet at

<http://www.dol.gov/ofccp/TAguides/consttag.pdf>. These goals shall be included for each craft and trade in all federal or federally assisted construction contracts and subcontracts in excess of \$10,000 to be performed in the respective geographical areas. The goals are applicable to each nonexempt contractor's total onsite construction workforce, regardless of whether or not part of that workforce is performing work on a federal, federally assisted or non-federally related project, contract or subcontract.

Construction contractors which are participating in an approved Hometown Plan (sec 41 CFR 60-4.5) are required to comply with the goals of the Hometown Plan with regard to construction work they perform in the area covered by the Hometown Plan. With regard to all their other covered construction work, such contractors are required to comply with the applicable SMSA or EA goal contained in this Appendix.

APPENDIX C
TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
SUPPLEMENTARY CONDITIONS

Davis-Bacon Requirements

FEDERAL LABOR STANDARDS PROVISIONS

(Davis-Bacon Act, Copeland Act, and Contract Works Hours & Safety Standards Act)

The Project to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such federal assistance.

1 Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act, 29 CFR Part 3, the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) The sponsor, on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The FDEP shall approve a request for an additional classification and wage rate and fringe benefits; therefore, only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sponsor(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the sponsor to the FDEP. The FDEP will transmit the request to the Administrator of the Wage and Hour Division, employment Standards Administration, U. S. Department of Labor. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional

APPENDIX D TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS

American Iron and Steel Requirement

The Contractor acknowledges to and for the benefit of the City of Venice ("Owner") and the State of Florida (the "State") that it understands that iron and steel products to be installed as a part of this contract must be in compliance with the requirements in H.R. 3547, "Consolidated Appropriations Act, 2014," (Appropriations Act). H.R. 3547 includes the following language in Division G, Title IV, Sec. 436, under the heading, "Use of American Iron and Steel,":

(a) (1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the "Administrator") finds that--

(1) applying subsection (a) would be inconsistent with the public interest;

(2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

For waivers to these requirements based on (2)(b) above, contact Sheryl Parsons at USEPA Region IV. She can be reached by phone at (404) 562-9337.

Appendix E

General Decision Number: FL160230 01/08/2016 FL230

Superseded General Decision Number: FL20150230

State: Florida

Construction Type: Highway

County: Sarasota County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.15 for 2016 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number
0

Publication Date
01/08/2016

***SULF2013-048 08/19/2013**

	Rates	Fringes
CARPENTER, Includes Form Work.....	\$ 8.00	0.00
CEMENT MASON/CONCRETE FINISHER.....	\$13.37	0.00
ELECTRICIAN.....	\$21.80	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$16.79	0.00
HIGHWAY/PARKING LOT STRIPING: Painter.....	\$12.13	0.00
INSTALLER – GUARDRAIL.....	\$11.94	0.28
IRONWORKER, ORNAMENTAL.....	\$13.48	0.00
IRONWORKINR, REINFORCING.....	\$16.39	0.00
IRONWORKER, STRUCTURAL.....	\$16.42	0.00
LABORER (Traffic Control Specialist).....	\$12.77	2.23
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$13.89	0.00
LABORER: Common or General.....	\$11.03	0.29
LABORER: Concrete Saw (Hand Held/Walk Behind).....	\$11.71	0.00
LABORER: Flagger.....	\$11.77	0.00
LABORER: Grade Checker.....	\$14.56	0.00
LABORER: Mason Tender – Cement/Concrete.....	\$12.93	0.00
LABORER: Pipelayer.....	\$13.32	0.29
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$15.89	0.36

	Rates	Fringes
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$12.88	0.00
OPERATOR: Broom/Sweeper.....	\$13.69	0.00
OPERATOR: Bulldozer.....	\$16.79	0.00
OPERATOR: Concrete Finishing Machine.....	\$15.44	0.00
OPERATOR: Crane.....	\$21.69	0.00
OPERATOR: Curb Machine.....	\$19.67	0.00
OPERATOR: Drill.....	\$14.78	0.00
OPERATOR: Forklift.....	\$12.58	0.00
OPERATOR: Gradall.....	\$14.71	0.00
OPERATOR: Grader/Blade.....	\$18.28	0.00
OPERATOR: Loader.....	\$14.95	0.00
OPERATOR: Mechanic.....	\$19.49	0.00
OPERATOR: Milling Machine.....	\$16.09	0.00
OPERATOR: Oiler.....	\$17.31	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$18.01	0.00
OPERATOR: Piledriver.....	\$17.23	0.00
OPERATOR: Post Driver (Gaurdrail/Fences).....	\$19.35	0.00
OPERATOR: Roller.....	\$14.59	0.00
OPERATOR: Scraper.....	\$11.74	0.00
OPERATOR: Screed.....	\$17.05	0.00
OPERATOR: Tractor.....	\$13.77	0.00
OPERATOR: Trencher.....	\$16.07	0.66
PAINTER: Spray.....	\$16.38	0.00
TRUCK DRIVER: Dump Truck.....	\$12.85	0.00
TRUCK DRIVER: Flatbed Truck.....	\$14.13	0.00
TRUCK DRIVER: Lowboy Truck.....	\$18.29	0.00
TRUCK DRIVER: Slurry Truck.....	\$11.96	0.00
TRUCK DRIVER: Water Truck.....	\$14.88	0.00

WELDERS- Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only a provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Appendix F

General Decision Number: FL160176 01/15/2016 FL176

Superseded General Decision Number: FL20150176

State: Florida

Construction Type: Heavy

County: Sarasota County In Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.15 for 2016 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number

0

1

Publication Date

01/08/2016

01/15/2016

ELEC0915-003 12/07/2015

	Rates	Fringes
Electrician.....	\$26.53	9.3484

ENGI0925-010 06/01/2013

	Rates	Fringes
Power Equipment Operator		
Crawler Cranes; Truck Cranes; Pile Driver Cranes; Rough Terrain Cranes; and		
Any Crane not otherwise described below.....	\$29.61	11.50
Drill.....	\$29.61	11.50
Hydraulic Cranes Rated 100 Tons or Above but Less Than 250 Tons; and		
Lattice Booms Cranes Less Than 150 Tons if not described below.....	\$30.61	11.50
Lattice Boom Cranes Rated at 150 Tons or Above; Friction Cranes of Any Size;		
Mobile Tower Cranes or Luffing Boom Cranes of Any Size; Electric Tower		
Cranes; Hydraulic Cranes Rated at 250 Tons or Above; and Any Crane		
Equipped with 300 Foot or More of Any Boom Combination.....	\$31.61	11.50

	Rates	Fringes
Oiler.....	\$22.91	11.50

***IRON0397-006 02/01/2015**

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$28.25	13.49

LAB00517-002 05/01/2014

	Rates	Fringes
LABORER: Grade Checker.....	\$18.35	6.45

PAIN0088-008 08/01/2014

	Rates	Fringes
PAINTER: Brush, Roller and Spray.....	\$19.50	8.83

SULFL2009-172 06/24/2009

	Rates	Fringes
CARPENTER.....	\$14.95	2.92
CEMENT MASON/CONCRETE FINISHER.....	\$14.77	3.50
LABORER: COMMON OR GENERAL.....	\$ 9.50	1.69
LABORER: Landscape.....	\$ 7.25	0.00
LABORER: Pipelayer.....	\$13.75	2.06
LABORER: Power Tool Operator (Hand Held Drills/Saws, Jackhammer and Power Saws Only).....	\$10.63	2.20
OPERATOR: Asphalt Paver.....	\$11.59	0.00
OPERATOR: Backhoe Loader Combo.....	\$16.10	2.44
OPERATOR: Backhoe/Excavator.....	\$15.00	0.52
OPERATOR: Bulldozer.....	\$17.00	0.00
OPERATOR: Grader/Blade.....	\$16.00	2.84
OPERATOR: Loader.....	\$14.75	0.00
OPERATOR: Mechanic.....	\$14.32	0.00
OPERATOR Roller.....	\$10.76	0.00
OPERATOR: Scraper.....	\$11.00	1.74
OPERATOR: Trackhoe.....	\$20.92	5.50
OPERATOR: Tractor.....	\$10.54	0.00
TRUCK DRIVER, Includes Dump Truck.....	\$11.00	0.00
TRUCK DRIVER: Lowboy Truck.....	\$12.73	0.00
TRUCK DRIVER: Off the Road Truck.....	\$12.21	1.97

WELDERS- Receive rate prescribed for craft performing operation to which welding is incidental.



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

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

(850) 487-1395

**BROWN, CHRISTOPHER
GENERAL UNDERGROUND LLC
7650 NW 50TH ST
CHIEFLAND FL 32626**

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 barbeque 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. 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!



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

CGC1518531

ISSUED: 06/29/2016

**CERTIFIED GENERAL CONTRACTOR
BROWN, CHRISTOPHER
GENERAL UNDERGROUND LLC**

**IS CERTIFIED under the provisions of Ch. 489 FS.
Expiration date : AUG 31, 2018
L1606290000677**

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

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

LICENSE NUMBER

CGC1518531

**The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018**

**BROWN, CHRISTOPHER
GENERAL UNDERGROUND LLC
7650 NW 50TH ST
CHIEFLAND FL 32626**



ISSUED: 06/29/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1606290000677