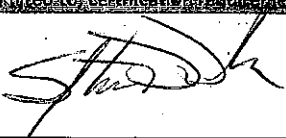


BID ACKNOWLEDGEMENT COVER PAGE

SUBMIT BIDS TO: Wellington Attn: B & B Office 12300 Forest Hill Blvd. Wellington, FL 33414	REFER ALL INQUIRIES TO PRIMARY CONTACT Purchasing Division 12300 Forest Hill Blvd. Wellington, FL 33414 PR (561) 791-4107 Fax: (561) 904-5517	Wellington INVITATION TO BID
BID TITLE: St. Johns Area Water Main Replacement Project		BID NO.: 024-15/02

NAME OF FIRM, ENTITY, or ORGANIZATION: B & B UNDERGROUND CONSTRUCTION, INC.				
NAME OF CONTACT PERSON STEPHEN DECKER		VENDOR MAILING ADDRESS: 4050 WESTGATE AVE. SUITE 110		CITY: W.P.B.
TITLE PRESIDENT		VENDOR HEADQUARTERS ADDRESS (IF DIFFERENT):		ZIP: 33409
PHONE NUMBER: 561-249-0341		FEDERAL EMPLOYER IDENTIFICATION NUMBER (EIN): 47-2946266		
EMAIL ADDRESS: sdecker@bbundergroundcontractors.com		STATE OF FLORIDA BUSINESS LICENSE NUMBER (IF APPLICABLE):		
FAX NUMBER: 56-345-3767				
ORGANIZATIONAL STRUCTURE (Please Check One): Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> PROPRIETORSHIP <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other <input type="checkbox"/>				
If Corporation, please provide the following: (A) Country of Incorporation: UNITED STATES Date of Incorporation: SEPTEMBER 2000 (B) State or				
I certify that this bid is made voluntarily, without coercion or agreement, in connection with any contract, firm or person, and is valid for the entire term of the contract, and that I, the undersigned, am authorized to sign this bid on behalf of the bidder and that the bidder is in compliance with all requirements of the invitation to bid, including but not limited to, bonding and registration.				
		STEPHEN DECKER / PRESIDENT		
AUTHORIZED SIGNATURE (MANUAL)		AUTHORIZED SIGNATURE (PRINT OR TYPED)		TITLE (PRINT OR TYPED)

BID PROPOSAL CHECKLIST

Please submit your proposal in this order

- YES ☒ NO ☐ 1. Bid submittal -- one (1) original and one (1) PDF (CD or flash drive) Copy
- YES ☒ NO ☐ 2. Bid Form signed by authorized representative
- YES ☒ NO ☐ 3. Acknowledgment of addendums
- YES ☒ NO ☐ 4. Bid Bond/Security or Cashier's Check
- YES ☒ NO ☐ 5. Schedule of Value
- YES ☒ NO ☐ 6. Schedule of Subcontractor/Supplies
- YES ☒ NO ☐ 7. Schedule of Equipment and Materials
- YES ☒ NO ☐ 8. Sworn Statement under Section 287.133(3) (a)
- YES ☒ NO ☐ 9. Drug Free Workplace
- YES ☒ NO ☐ 10. Trench Safety Affidavit
- YES ☒ NO ☐ 11. Questionnaire
- YES ☒ NO ☐ 12. References
- YES ☒ NO ☐ 13. Insurance Certificates
- YES ☒ NO ☐ 14. Copy of Appropriate Licenses
- YES ☒ NO ☐ 15. Proof of Workers Compensation Insurance/Workers Compensation Exemption Affidavit
- YES ☒ NO ☐ 16. Local Preference Affidavit
- YES ☒ NO ☐ 17. Conflict of Interest Statement
- YES ☒ NO ☐ 18. Non-Collusion Affidavit

BID BOND/SECURITY

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DELARED NON-RESPONSIVE)

KNOW ALL MEN BY THESE PRESENTS, that we B&B Underground Construction, Inc.

as Principal, hereinafter called the Principal, and Westfield Insurance Company

a corporation duly organized under the laws of the State of Ohio as Surety, hereinafter called the Surety, are held and firmly bound unto Wellington, Purchasing Dept., 12300 Forest Hill Boulevard, Wellington, FL 33414

as Obligee, hereinafter called the Obligee, in the sum of Ten Percent (10%) of amount bid for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has submitted a bid for **ITB 023-15/DZ- Stratford Area Water Main Replacement Project**

NOW, THEREFORE, if the Obligee shall accept the bid of Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed January 21, 2016

Witness:



B&B Underground Construction, Inc.

By: 

Stephen Decker, President

Westfield Insurance Company

By: 

Arthur K. Broder, Agent & Attorney-in-Fact

General
Power
of Attorney

CERTIFIED COPY

POWER NO. 0992212 00

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
ARTHUR K. BRODER, MICHAEL P. BRODER, JOINTLY OR SEVERALLY

of **DAVIE** and State of FL its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 21st day of MARCH A.D., 2014.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:
Dennis P. Baus, National Surety Leader and
Senior Executive

State of Ohio
County of Medina

ss.:

On this 21st day of MARCH A.D., 2014, before me personally came **Dennis P. Baus** to me known, who, being by me duly sworn, did depose and say, that he resides in **Wooster, Ohio**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina

ss.:

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 21st day of

May A.D., 2014.



Frank A. Carrino, Secretary

BID FORM

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE)

PROJECT: Stratford Area Water Main Replacement Project.

Date: 1/27/16

BIDDER: B & B UNDERGROUND CONSTRUCTION, INC.

THIS BID IS SUBMITTED TO:

Wellington
Clerk's Office
12300 Forest Hill Boulevard
Wellington, FL 33414

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. 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 120 days after the posting of the recommended award. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

(a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date 1/13/2016
Date 1/21/2016
Date _____

Addenda Number 1
Addenda Number 2
Addenda Number _____

(b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, Site, locality, and all local conditions, Laws, and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.

(c) BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which, if any, are attached to the Contract Documents, as provided in Paragraph 4.02 of the General Conditions, and accepts the determination as set forth in the Bidding Documents of the extent of the technical data contained in such reports and drawings upon which BIDDER is entitled to rely.

(d) BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.02 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.

(e) BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.04 of the General Conditions.

(f) BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.

(g) BIDDER has given OWNER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.

(h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; 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 person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

4. BIDDER agrees to perform all the Work described in Contract Documents, subject to adjustments as provided therein, for the Prices BIDDER provides on the Schedule of Values.
5. BIDDER declares it understands that the unit quantities shown on the Bid Form Unit Price Schedule are approximate only and not guaranteed and are subject to either increase or decrease; and that should the quantities of any of the items of Work be increased, the BIDDER agrees to do the additional Work at the unit prices set out herein, and should the quantities be decreased, BIDDER also understands that final payment shall be made on actual quantities completed at the unit prices, and shall make no claims for anticipated profits for any decrease in the quantities.
6. The BIDDER further declares its understands the OWNER may elect to construct only a portion of the Work covered by these Documents and BIDDER agrees to perform that portion of the Work for which BIDDER is awarded a Contract at the unit prices quoted herein.
7. BIDDER agrees that the Work:

Stratford Area Water Main Replacement Project shall be Substantially Complete within 150 days of Notice to Proceed and Finally Complete within 180 days of Notice to Proceed. Work hours shall be 7AM to 5PM daily, excluding weekends and holidays.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

8. The following documents are attached to and made a condition of this Bid:

- (a) Required Bid security in the form of Bid Bond.
- (b) Schedule of Values.
- (c) List other documents as pertinent.

9. Communications concerning this Bid shall be telephoned or addressed to:

Name: STEPHEN DECKER
Address: 4050 WESTGATE AVENUE SUITE 110
WEST PALM BEACH, FL 33409
Phone No.: 561-249-0341 Fax: 561-345-3767

10. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.
11. BIDDER'S Florida Contractor's License No. CGC 1516940
12. BIDDER covenants that it is qualified to do business in the State of Florida and has attached evidence of BIDDER'S qualification to do business in the State of Florida, or if not attached, BIDDER covenants to obtain such evidence within five days of request by OWNER to provide evidence.

If BIDDER is

An Individual

Name N/A (SEAL)

Signature: _____

Doing business as _____

Business Address: _____

Phone Number: _____ Fax Number _____

A Partnership

Firm's Name N/A (SEAL)

General Partner Signature: _____

Business Address: _____

Phone Number: _____ Fax Number _____

A Corporation

Corporation's Name B & B UNDERGROUND CONSTRUCTION, INC. (SEAL)

State of Incorporation FLORIDA

Authorized Person: STEPHEN DECKER

Title: PRESIDENT

Signature: 

Attest:  (Secretary)

Signature: _____

Business Address: 4050 WESTGATE AVENUE SUITE 110

WEST PALM BEACH

Phone Number: 561-249-0341 Fax Number 561-345-3767

SCHEDULE OF VALUES (Revised 1/21/16)

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE)

Item No.	Description	Estimated Quantity	Unit of Measure	Unit Price	Total
1	8-Inch DIP (Includes Tracer Wire)	3,300	LF	42 ⁰⁰	138,600.00
2	8-Inch PVC (Includes Tracer Wire)	18,450	LF	20 ³²	378,225.00
2A	10-Inch DR9 HDPE (Directional Bore, Forest Hill Blvd.)	300	LF	87 ⁰⁰	26,100.00
2B	8-Inch Air Release Valve and Manhole (Per Detail 33)	2	EA	6,000 ⁰⁰	12,000.00
3	8-Inch Gate Valve	60	EA	1,300 ⁰⁰	78,000.00
4	12"x8" Tapping sleeve and Valve	2	EA	7,100 ⁰⁰	14,200.00
5	16"x8" Tapping sleeve and Valve	11	EA	11,200 ⁰⁰	123,200.00
6	8"x8" Ductile Iron TEE Fitting (Includes Glands, Bolts, etc.)	24	EA	463 ⁰⁰	11,112.00
7	8-Inch 11.25d Ductile Iron Fitting (Includes Glands, Bolts, etc.)	56	EA	100 ⁰⁰	5,600.00
8	8-Inch 22.5d Ductile Iron Fitting (Includes Glands, Bolts, etc.)	26	EA	100 ⁰⁰	2,600.00
9	8-Inch 45d Ductile Iron Fitting (Includes Glands, Bolts, etc.)	32	EA	100 ⁰⁰	3,200.00
10	8-Inch 90d Ductile Iron Fitting (Includes Glands, Bolts, etc.)	16	EA	100 ⁰⁰	1,600.00
11	Fire Hydrant Assembly (Includes tee, reducer and gate valves)	48	EA	3,300 ⁰⁰	158,400.00
12	Sample Point (includes testing)	61	EA	300 ⁰⁰	18,300.00
13	Service Connection (Includes directional bore, size varies)	165	EA	1,300 ⁰⁰	214,500.00
14	Service Connection (No directional bore, size varies)	125	EA	950 ⁰⁰	118,750.00
15	8-Inch Water Main Aerial Canal Crossing (Re-Use existing pipe supports and caps. Provide new fan-guards and support straps)	1	LS	22,000 ⁰⁰	22,000.00
16	Temporary Open Cut Repair Roadway (Per Detail D15)	1	LS	35,000 ⁰⁰	35,000.00
17	Temporary Shellrock Driveway (Match Ex. Width)	220	EA	350 ⁰⁰	77,000.00
18	Mill and Resurface Existing Asphalt	2,500	SY	19 ⁰⁰	47,500.00
19	4" Concrete Sidewalk Replacement	2,660	LF	20 ⁰⁰	53,200.00
20	6" Concrete Driveway Replacement (Match Existing)	220	EA	1,900 ⁰⁰	418,000.00
21	Floritam Sod	5,000	SY	50 ⁰⁰	2,500.00
22	Concrete Curb Replacement (Includes Valley, Type F and Header)	400	LF	35 ⁰⁰	14,000.00
23	Remove Existing Tree	12	EA	150 ⁰⁰	1,800.00
24	Fill and Grout Existing Water Main	1	LS	50,000 ⁰⁰	50,000.00
25	Remove and Replace Ex. Irrigation in roadside swale	1	LS	45,000 ⁰⁰	45,000.00
26	Re-grade and restore existing swales (full width, includes floritam sod).	17,000	LF	9 ⁰⁰	161,500.00
Sub Total (Items 1-26)					2,231,887.00
27	Owner Controlled Allowance (15% of Items 1-26)	1	LS	334,783.05	334,783.05
28	Mobilization / Demobilization (5% of items 1-26)	1	LS	111,594.35	111,594.35
29	Erosion Control	1	LS	2,500.00	2,500.00
30	Clearing & Grubbing	1	LS	40,000 ⁰⁰	40,000.00
31	Maintenance of Traffic	1	LS	25,000 ⁰⁰	25,000.00
32					
33	Owner Controlled Permit Allowance	1	LS	\$ 6,000.00	\$ 6,000.00
34	As-Built Drawings & O&M Manuals (Fixed Price)	1	LS	\$ 100,000.00	\$ 100,000.00
Sub Total (Items 27-34)					619,877.40
Base Bid Total (Items 1-34):					2,851,764.40

BIDDER/CONTRACTOR understands and agrees that this is Unit Price Contract and that contractor will be paid based upon items and quantities actually performed and accepted by Owner. The Schedule of Values is provided for the purpose of Bid Evaluation and when initiated by Wellington, the pricing of change orders. Contractor's price will not be adjusted to reflect any deviation from the Schedule of Values, except to the extent that Wellington changes the scope of Project after the Contract Date.

Quantities listed on the Schedule of Values are estimates only and are not to be construed as guaranteed work quantities. Bids will be evaluated based upon the total contract price. Balance of pricing shall be considered by OWNER in determining lowest, responsive, responsible bidder. CONTRACTORS/BIDDERS shall submit balanced bids.

SCHEDULE OF SUBCONTRACTORS

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE)

Discipline	Subcontractor	Address City, ST, Zip	License Number
Drum	GAS Technology	3323 Belvedere FL 33406	CGC57074

Address of Subcontractor may be considered in accordance with Wellington's Local Preference Policy

SCHEDULE OF EQUIPMENT AND MATERIALS

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE)

[illegible]

SALES TAX RECOVERY PROGRAM SPECIAL CONDITIONS FOR OWNER FURNISHED MATERIALS AND EQUIPMENT

During the course of this Project, Wellington (hereinafter referred to as "Owner") may issue a Change Order or Change Orders to delete from the contract certain items that the Owner desires to purchase directly and furnish to Contractor for use in the Project. Contractor agrees that if Owner desires to issue such Change Order(s), Contractor will assist the Owner in identifying appropriate materials and equipment to be included in the Change Order(s), will execute such Change Order(s) and will participate in this tax savings program at no additional cost to the Owner. Furthermore, Contractor agrees to abide by and comply with the following Special Conditions.

1. **Sales and Use Taxes.** The Owner is exempt from paying sales and use taxes on materials and equipment purchased for, and incorporated into the Stratford Area Water Main Replacement Project, Bid No. 023-15/DZ, (hereinafter the "Project"). The Owner shall make direct purchases of all materials and equipment purchased for, or to be incorporated into the Project, as agreed to by the Contractor and agreed upon by the Owner in the form of a Change Order. All direct purchases of materials and equipment shall be made by the Owner with funds specifically allocated for the construction of the Project. Material suppliers shall be competitively bid by the Contractor and its subcontractors. The Contractor shall include the price for all construction materials in its bid. The Contractor shall provide the Owner a list of all intended suppliers, vendors, etc. for consideration as Owner Purchased Materials. This list shall be submitted at the same time as the preliminary schedule of values in accordance with 2.05 of the General Conditions. The Contractor shall submit price quotes from the vendors, as well as a description of the materials to be supplied, estimated quantities and prices and as provided below. The Contractor shall notify the Owner no later than 10 calendar days after request by Owner of the requested materials and equipment to be purchased by the Owner for the Project. The standard Owner Terms and Conditions applicable to this program are included as Attachment A to this section. Each equipment supplier of equipment to be provided under the Sales Tax Recovery Program shall be obligated to meet the requirements of the Owner of Wellington Terms and Conditions and the Project Technical Specifications.

1.1 The Contractor shall: (a) compile Contractor's and any Subcontractors' itemized requirement for materials and equipment, including quantities, unit costs, manufacturers' or vendors' catalogue or order numbers, delivery instructions, and other specific terms and information that are required to order the specific materials and equipment, and terms and conditions to be imposed on suppliers regarding delivery and submittal time requirements, and quantities thereof required by Contractor or Subcontractors in accordance with the applicable requirements of the Construction Contract, from time to time, during the construction of the Project, as materials and equipment need to be ordered for the Project, and submit such compilation to the Owner; (b) prepare a requisition for such materials and equipment on the Owner's form of requisition; and (c) deliver any such requisition to the Owner no less than thirty (30) days prior to the date the manufacturer or vendor of the materials or equipment, as the case may be, requires orders for such materials or equipment to be placed to assure delivery of such materials or equipment to the Site in accordance with the Project Schedule (the "Order Date"). The requisition shall identify the Order Date. The Owner shall issue a Purchase Order directly to the vendor of the materials or equipment, prior to the Order Date (a Purchase Order). The Owner shall include with any such Purchase Order, a copy of the Owner's sales and use tax exemption certificate and a copy of the Owner's Certificate of Entitlement required under F.A.C. Rule 12A-1.094(4)(c). The Owner shall make direct payment to the vendor from the Owner's account.

1.2 The Contractor, upon the delivery of any such materials or equipment, shall verify the conformity of such materials or equipment with the terms of the Purchase Order and the Contract Documents. If the Contractor determines that the materials and equipment are conforming, the Owner shall take title and possession of such material and equipment before such materials and equipment are incorporated into the Project. If the Contractor determines that the materials and equipment are non-conforming, the Contractor shall immediately notify the Owner in writing and the Owner shall reject such material and equipment.

1.3 The Owner shall assume all risk of loss on all materials and equipment purchased pursuant to its sales and use tax exemption, subject to the provisions of section 1.10 below. The Owner shall maintain Builder's Risk Insurance for the full insurable value for all materials and equipment purchased as a result of the Owner Sales Tax Recovery Program herein. This coverage shall be in addition to all other coverage required in Section 1.11 below or as otherwise provided in these Contract Documents.

- 1.4 To the extent that materials and equipment are purchased pursuant to the Owner's sales and use tax exemption, the Contractor shall reduce the Contract Amount and the penal sum of its public construction bond by 1.06 times the cost of the materials and equipment purchased directly by the Owner.
- 1.5 The Contractor shall be fully responsible for all matters relating to the receipt of materials and equipment furnished by the Owner in accordance with this Special Condition, including, but not limited to, the responsibility for verifying correct quantities, verifying documents or orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the Contract Documents, inspection and acceptance of the materials and equipment at the time of delivery, and loss or damage to materials and equipment following acceptance of items due to the negligence of such Contractor or any Subcontractors or other party. The Contractor shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by such Contractor for the particular materials and equipment furnished. The Contractor shall provide or arrange for all services required for the unloading, handling and storage of such materials and equipment through installation.
- 1.6 The Contractor shall visually inspect all shipments from material and equipment vendors purchased directly by the Owner in accordance with this Special Condition (the "Owner Furnished Materials") and approve the vendors' invoices for materials or equipment delivered, as Owner Furnished Materials are furnished to the Site in accordance with this Special Condition. The Contractor shall assure that each delivery of the Owner Furnished Materials is accomplished by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the vendor conforming to the Purchase Order, together with such additional information as the Owner may require. The Contractor shall deliver to the Owner all invoices for materials and equipment upon verification by such Contractor that the materials and equipment conform exactly to the Contract Documents and the Purchase Order. Upon receipt of any invoice for Owner Furnished Materials, the Owner shall accept such materials and deliver such invoice to the Owner for payment directly to the vendor.
- 1.7 The Contractor shall inspect all Owner Furnished Materials to determine that such Owner Furnished Materials conform to the Contract Documents, including the Drawings and Specifications, and to determine prior to incorporation into the Work whether any such Owner Furnished Materials are patently defective, and whether such Owner Furnished Materials are identical to the materials ordered and match the description of the bill of lading and the Purchase Order. If Contractor discovers defective or non-conforming Owner Furnished Materials upon such visual inspection, Contractor shall: (1) not recommend acceptance of such non-conforming materials and equipment, (b) not utilize such non-conforming or defective materials in the Work; (c) not allow Subcontractor to utilize such non-conforming or defective materials in the Work; and (d) promptly notify the Owner, in writing, of the defective or non-conforming condition so that repair or replacement of those Owner Furnished Materials can occur without any undue delay or interruption to the Project. In the event that such Contractor fails to perform such inspection or otherwise incorporates into the Work such defective or non-conforming Owner Furnished Materials, the Contractor shall be responsible for the repair and replacement of defective or non-conforming materials, at its sole cost and expense.
- 1.8 The Contractor shall maintain written and detailed records of all Owner Furnished Materials incorporated into the Work from the stock of Owner Furnished Materials. The Contractor shall account monthly to the Owner for any Owner Furnished Materials delivered to the Site, indicating which Owner Furnished Materials have been incorporated into the Work.
- 1.9 The Contractor shall be responsible for obtaining and managing all warranties and guarantees for all Owner Furnished Materials. All repair, maintenance or damage-repair calls shall be forwarded by the Owner to the Contractor for resolution with the appropriate vendor, supplier or Subcontractor. The Contractor warrants represents and covenants that it shall be responsible for all warranties and guarantees of the Owner Furnished Materials.
- 1.10 After the Owner takes possession of the Owner Furnished Materials at the Site, possession of the Owner's Furnished Material shall immediately and automatically transfer to the Contractor without notice. The transfer of possession of Owner Furnished Materials from the Owner to the Contractor shall constitute a bailment for the mutual benefit of the Owner and such Contractor. The Owner shall be considered the bailor and such Contractor the bailee of the Owner Furnished Materials. Owner Furnished Materials shall be considered returned to the Owner for purposes of their bailment at such time as they are incorporated into the Project or consumed in the process of completing the

Project and they are accepted in writing by the Owner upon final completion and acceptance of the Project by the Owner.

- 1.11 The Contractor shall purchase and maintain Builder's Risk Insurance sufficient to protect against loss of or damage to Owner Furnished Materials. Such insurance shall cover the full value of any Owner Furnished Materials between the time the Owner and or Contractor or its agents first takes title to and possession of any of such Owner Furnished Materials until final completion of the Work. The Contractor shall also maintain any other insurance with such deductible amounts that the Owner deems necessary as it relates to the Owner Furnished Materials.
- 1.12 The Owner shall not be liable for any interruption or delay damages in the Project by virtue of ordering the Owner Furnished Materials, for any defects or other problems with the Project by virtue of ordering the Owner Furnished Materials, or for any extra costs resulting from any delay in the delivery of, or defects in, the Owner Furnished Materials.
- 1.13 The Contractor, on a monthly basis, shall review invoices submitted by all vendors of Owner Furnished Materials delivered to the Site during the prior month and either concur or object to the Owner's issuance of payment to the vendors, based upon such Contractor's records of materials delivered to the Site and whether any of the Owner Furnished Materials for which payment has not been made were either non-conforming or defective.
- 1.14 In order to arrange for the prompt payment to the vendor, the Contractor shall provide to the Owner a list of the acceptance of the goods or materials within fifteen (15) days of receipt of said goods or materials. Accompanying the list shall be a copy of the applicable Purchase Order, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the Owner. Upon receipt of the appropriate documentation, the Owner shall prepare a check payable to the vendor based upon the receipt of data provided. This check will be released, delivered and remitted directly to the vendor. The Contractor shall assist the Owner to immediately obtain partial or final release of waivers as appropriate. The Owner shall not make any payment without the appropriate Contractor's concurrence and approval, which shall be delivered to the Owner. There shall be no retention on Owner Furnished Materials against either the vendor, the Contractor(s) or the Subcontractor(s).
- 1.15 The Contractor and or the Owner may, in its or their reasonable discretion, require certain material and equipment vendors to provide a supply bond in the amount of one-hundred percent (100%) of the Purchase Order price. The supply bond, if required, shall be issued by a qualified surety company authorized to do business in the State of Florida and acceptable to the Owner. If the supply bond is required, the costs thereof will be added to the amount of the Purchase Order. The Contractor shall verify that a vendor can furnish a supply bond. All bonds will name the Owner and the Contractor as additional obligees.

Terms and Conditions (Attachment A).

The following Terms and Conditions are applicable to this order entered into by and between the Village of Wellington (referred to hereafter as Buyer) and Vendor (referred to as Seller).

- 2.1 Seller's acceptance of this order will be presumed unless Seller acknowledges exception, in writing, to Buyer within ten (10) calendar days after date of order.
- 2.2 Sellers doing business with the Buyer are prohibited from discriminating against any employee, applicant, or client because of race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation with regard to but not limited to the following employment practices, rates of pay or other compensation methods, and training selection.
- 2.3 Any assignment of this order, performance of work hereunder, in whole or in part, or monies due or to become due hereunder, shall be void unless consented to by Buyer in writing and Buyer shall have no obligations to any assignee of Seller under any assignment not consented to in writing by Buyer.
- 2.4 In the event of default by the Seller, Buyer may procure the articles or services covered by this order from other sources and hold the seller responsible for any excess costs occasioned thereby.
- 2.5 Deliveries are to be made during hours 8:00 a.m. to 5:00 p.m., Monday through Thursday, excluding holidays, unless otherwise stipulated. Seller shall notify the Buyer of deliveries that require special handling and/or assistance

for off-loading. Failure to notify the Buyer concerning this type of delivery will result in the billing to Seller of any add-on re-delivery, storage, or handling charges.

- 2.6 The Buyer may grant additional time for any delay or failure to perform hereunder if the delay will not adversely impact the best interest of the Buyer and is due to causes beyond the control of the Seller. Such grant must be in writing and made part of the order.
- 2.7 In those cases where prices stated are not F.O.B. Destination, Seller is required to prepay charges and list on invoices.
- 2.8 To the extent authorized by law, Seller shall indemnify, save and hold harmless the Buyer, its employees and agents against any and all claims, damages, liability and court awards including costs, expenses and attorney fees incurred as a result of any act or omission by the Seller, or its employees, agents, subcontractors or assignees pursuant to the terms of this order.
- 2.9 All Commodities delivered on this order are subject to inspection upon receipt by a representative of the Buyer. All rejected commodities shall remain the property of the Seller and will be returned at the Seller's expense.
- 2.10 Seller must render original invoice to the Buyer, Attention "Project Manager, 12300 Forest Hill Blvd., Wellington, FL 33414"
- 2.11 By accepting this order, Seller understands and agrees that the items covered herein, or services to be rendered, shall be manufactured, sold or performed in compliance with applicable Federal, State, County and Local laws, ordinances, rules, codes and regulations. Lack of knowledge by the Seller shall in no way be a cause for relief from responsibility.
- 2.12 Seller shall save and hold harmless the Buyer, its employees and agents from liability for infringement of any United States patent, trademark or copyright trademark or copyright for or on account of the use of any product sold to Buyer or used in the performance of this order.
- 2.13 No modifications of this order shall be binding upon Buyer unless approved by an authorized representative of Buyer's Purchasing Office.
- 2.14 Seller compliance required under Chapter 442, Florida Statutes, that any toxic substance delivered as a part of this order must be accompanied by a Material Safety Data Sheet (MSDS).
- 2.15 Order Number must appear on all invoices, packing slips, shipping notices, freight bills, and correspondence concerning this order.
- 2.16 Payments will be made only to the company and address as set forth on order unless the Seller has requested a change thereto on official company letterhead, signed by an authorized officer of the company.
- 2.17 No endorsement by the Buyer of the product and/or service will be used by Seller in any way, manner or form in product literature or advertising.
- 2.18 Quantities specified in the order cannot be changed without Buyer's prior written approval. Goods shipped in excess of quantity designated may be returned at Seller's expense.
- 2.19 All parties to this order agree that the representatives named herein are, in fact, bona fide and possess full and complete authority to bind said parties.
- 2.20 Responsibility will not be accepted for any goods delivered or services performed unless covered by a duly authorized Buyer Purchase Order.
- 2.21 The Buyer of Wellington is exempt from Federal and State taxes for tangible personal property. Sellers doing business with the Buyer shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the Buyer, nor shall any Seller be authorized to use the Buyer's Tax Exemption Number in securing such materials.

- 2.22 Buyer reserves the right to terminate this order in whole or in part for default (a) if Seller fails to perform in accordance with any of the requirements of this order or (b) if Seller becomes insolvent or suspends any of its operations or if any petition is filed of proceeding commenced by or against Seller under any State or Federal law relating to bankruptcy, arrangement, reorganization, receivership or assignment for the benefit of creditors. Any such termination will be without liability to Buyer except for completed items delivered and accepted by the Buyer. Seller will be liable for excess cost of re-procurement.
- 2.23 By accepting this order, the Seller agrees that payment terms shall be in accord with the Florida Prompt Payment Act, Florida Statute 218.70, *et seq.*
- 2.24 No provision of Seller's agreement to supply the ordered goods, equipment, or materials shall in any way limit Seller's liability for damages caused by defects in the materials incorporated in, nor the design or manufacture of, Seller's equipment, goods, or materials. Seller's agreement shall not include any provision requiring the Buyer to pay Seller's attorney's fees in any dispute or claim arising out of this Purchase Order.
- 2.25 The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the Seller and Buyer for any terms and conditions not specifically stated in this order.
- 2.26 Any and all legal actions arising from or necessary to enforce this contract will be held in Palm Beach County, Florida and the service of process and interpretation of contractual obligation shall be in accordance with the laws of the State of Florida.
- 2.27 Seller acknowledges that the materials being ordered are for incorporation into the Project for Buyer pursuant to a contract with a contractor. Seller agrees that it shall warrant its goods, equipment, or materials being ordered herein in compliance with Seller's normal warranties, or in compliance with the warranty provisions of the construction contract, the terms of which are incorporated herein, whichever warranty provides the Buyer with the greatest protection. Regardless of the forgoing all warranties shall be in accordance with the contract documents to which Contractor is bound with the buyer.

END OF SECTION

CERTIFICATE OF ENTITLEMENT - ~~SAMPLE~~

I, the undersigned authorized representative of _____ (hereinafter "Governmental Entity"), Florida Consumer's Certificate of Exemption Number _____, certify that the tangible personal property purchased on or after _____ (date) will be incorporated into or become a part of a public facility as part of a public works contract pursuant to contract # _____ with _____ (Name of Contractor) for the building of _____.

I certify that the purchase of the materials contained in the attached Purchase Order meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.:

You must initial each of the following requirements.

____ 1. The attached Purchase Order is issued directly to the vendor supplying the materials the contractor will use in the identified public works.

____ 2. The vendor's invoice is issued directly to Governmental Entity.

____ 3. Payment of the vendor's invoice is made directly by Governmental Entity to the vendor from public funds.

____ 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or delivery by the vendor.

____ 5. Governmental Entity assumes the risk of damage or loss at the time of purchase.

I understand that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C., Governmental Entity will be subject to the tax, interest, and penalties due on the materials purchased. If the Department of Revenue determines that the materials purchased tax-exempt by issuing this Certificate do not qualify for the exemption, Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third degree felony.

Under the penalties of perjury, I declare that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.

Signature of Authorized Representative

Title

Purchaser's Name (Print or Type)

Date

Federal Employer Identification:

Telephone Number:

You must attach the Purchase Order and the Florida Consumer's Certificate of Exemption issued to Governmental Entity.

Do not send to the Department of Revenue. This Certificate of Entitlement must be retained in the vendor's and the contractor's books and records.

(d)(c) If the contractor does not have a Certificate of Entitlement, sales to the contractor are subject to tax, unless the contractor can demonstrate to the satisfaction of the Executive Director or designee that such sales are, in substance, tax-exempt direct sales to a governmental entity.

(e) The governmental entity may not transfer liability for such tax, penalty, and interest to another party by contract or agreement.

(f) In the case of contracts with any agency or branch of the United States government in which the federal governmental agency or branch is not required to produce a Certificate of Entitlement, the purchase must comply with the five criteria provided in paragraph (4)(b), for the purchase of supplies and materials to be exempt from sales and use tax. If the criteria in paragraph (4)(b) are not met, the contractor is the ultimate consumer of such supplies or materials and is liable for sales or use tax on such purchases and manufacturing costs.

(5) Contractors, including subcontractors, that manufacture or fabricate their own materials for incorporation into public works cannot be included in a governmental entity's direct purchase program and may not accept a Certificate of Entitlement. The contractor and subcontractors, not the governmental entity, are deemed to be the ultimate consumers of the articles of tangible personal property they manufacture or fabricate to perform their contracts and are liable for tax in the manner provided in subsection (10) of Rule 12A-1.051, F.A.C.

(6) through (8) No change.

Rulemaking Authority 212.08(6), 212.17(6), 212.18(2), 212.183, 213.06(1) FS. Law Implemented 212.02(4), (14), (15), (16), (19), (20), (21), 212.06(1), (2), (14), 212.07(1), 212.08(6), (7)(bbb), 212.085, 212.18(2), 212.183 FS., s. 8, Ch. 2010-138, L.O.F. History—New 6-3-80, Amended 11-15-82, Formerly 12A-1.94, Amended 1-2-89, 8-10-92, 6-28-04,

**SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA
STATUTES, ON PUBLIC ENTITY CRIMES**

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-
RESPONSIVE)

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to VILLAGE OF WELLINGTON
[print name of the public entity]
by STEPHEN DECKER - PRESIDENT
[print individual's name and title]
for B & B UNDERGROUND CONSTRUCTION, INC.
[print name of entity submitting sworn statement]

whose business address is 4050 WESTGATE AVENUE SUITE 110
WEST PALM BEACH, FL. 33409

and (if applicable) its Federal Employer Identification Number (FEIN) is 47-2946266

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners,

shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signature]
[signature]
1/27/16
[date]

STATE OF FLORIDA

COUNTY OF PALM BEACH

Subscribed and Sworn to (or affirmed) before me on JANUARY 27, 2016 by

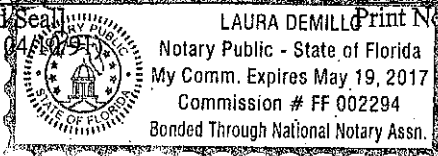
STEPHAN DECKER [name] (He) she is personally known to me or has presented

as identification.

[type of identification]

Laura Demillo

[Notary's Signature and Seal]
Form PUR 7068 (Rev. 04/01/99)
M/R 03/06/92



LAURA DEMILLO Print Notary Name and Commission No.

Laura Demillo #FF002294


DRUG FREE WORKPLACE

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE)

Preference may 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 Owner 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 may be given preference in the award process. Established procedures for processing the Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business must attest to the following:

1. We publish 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. We inform 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. We give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).
4. We, in the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. We impose a sanction on, or require 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. We make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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


Contractor's Signature

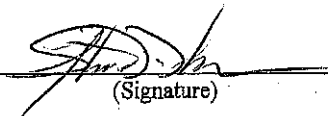
TRENCH SAFETY AFFIDAVIT

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE)

B & B Underground Contractors, Inc. (NAME OF FIRM) hereby provides written assurance that compliance with applicable Trench Safety Standards identified in the Occupational Safety and Health Administration's Excavation Safety Standards, (OSHA) 29 C.F.R.S. 1926.650 Subpart P will be adhered to during trench excavation in accordance with Florida Statutes 553.60 through 553.64 inclusive (1990), "Trench Safety Act".

The undersigned acknowledges that included in the various items of the proposal and in the Total Proposal Price are costs for complying with the Florida "Trench Safety Act" as summarized below: (Attach additional sheets as necessary).

Schedule Item	Trench Safety Measure (Slope, Trench Shield, etc.)	Cost
1	Slope	5000 ⁰⁰
2	Slope	10000 ⁰⁰
	Total	15000 ⁰⁰


(Signature)

1-27-2016
(Date)

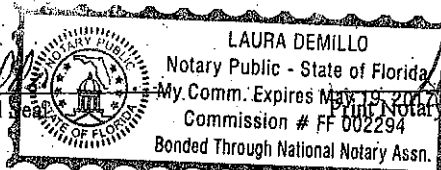
STATE OF FLORIDA

COUNTY OF PALM BEACH

Subscribed and Sworn to (or affirmed) before me
on JANUARY 27, 2016 by

STEPHEN DECKER
presented ☒ He/she is personally known to me or has

_____ (type of i.d.) as identification.

 Laura Demillo #FF002814
Notary Public Signature and Seal My Comm. Expires May 19, 2017
Commission # FF 002294 Name and Commission No.
Bonded Through National Notary Assn.

QUESTIONNAIRE

The following Questionnaire shall be completed and submitted in Envelope with the Bid. By submission of this Bid, Bidder guarantees the truth and accuracy of all statements and answers herein contained.

1. How many years has your organization been in business? 16

2. What is the last project of this nature that you have completed?

BLOCK ISLAND WATER MAIN REPLACEMENT

3. Have you ever failed to complete work awarded to you? If so, where and why?

HAVE NEVER FAILED

4. Name three individuals or corporations for which you have performed work and to which you refer:

<u>CITY OF BOYNTON BEACH</u>	<u>roscheko@bbfl.us</u>	<u>561-742-6413</u>
Name	Email Address	Phone

<u>CITY OF RIVIERA BEACH</u>	<u>tbailey@rivierabch.com</u>	<u>56-845-3472</u>
Name	Email Address	Phone

<u>CITY OF DELRAY BEACH</u>	<u>ballestero@mydelraybeach.com</u>	<u>561-243-7319</u>
Name	Email Address	Phone

5. List the following information concerning all contracts OR projects in progress and past as of the date of submission of this bid. (List any Federal, State, City or local municipalities/government contracts or project information if any relevant in scope with this solicitation).

Information provided in (section 5) is for reference purposes and may be contacted for verification.

Name of Term Contract OR Project	Owner	Contact (Person) Name & Title	Contact Email Address & Phone Number	Contact Business Address
sw belle glade watermain and services replacement	Board of County Commissioners	Duane Palumbo manager	dpalumbo@pbcwater.com	8100 Foresthill Blvd.WPB,FL.
West 23rd street Imp.	City of Riviera Beach	Terrance Bailey	tbailey@rivierabch.com	600 West Blue Heron Blvd.
Allen Ave Drainage Imp.	City of Delray Beach	Rafael Ballestero	ballestero@mydelraybeach.com	434 Swinton Ave. Delray Beach,fl.

6. Has the bidder or his or her representative inspected the proposed project and does the Bidder have a complete plan for its performance?

YES

7. Will you subcontract any part of this work? If so, give details including a list of each subcontractor(s) that will perform work in excess of the percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

Subcontractor	Work to be Performed
GPS Technology	Drilling

8. What equipment do you own that is available for the work? PLEASE SEE ATTACHED LIST OF EQUIPEMENT
9. What equipment will you purchase for the proposed work? NONE
10. What equipment will you rent for the proposed work? NONE
11. State the name of your proposed project manager and give details of his or her qualifications and experience in managing similar jobs.
STEPHEN DECKER-PLEASE SEE ATTACHED RESUME

12. State the true, exact, correct and complete name of the partnership, corporation, or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do businesses under the trade name.
13. The correct name of the Bidder is B & B UNDERGROUND CONSTRUCTION, INC.
14. The partnership is a ☐ Sole Proprietorship, ☐ Partnership, or ☒ Corporation or ☐ Other Type of Entity _____ (Fill In).
15. The address of principal place of business is 4050 WESTGATE AVENUE SUITE 110

WEST PALM BEACH, FLORIDA 33409

16. The names of the Corporate Officers, or Partners, or Individuals doing business under a trade name, are as follows:

STEPHEN DECKER - PRESIDENT/OWNER

17. List all organizations which were predecessors to Bidder or in which the principals or officers of the Bidder were principals or officers.

NONE

18. List and describe all bankruptcy petitions (Voluntary or Involuntary) which have been filed by or against the Bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

NONE

19. List and describe all successful Performance or Payment Bond claims made to your surety(ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Bidder and its predecessor organization(s).

NONE

20. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names; case, arbitration, or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

NONE

21. List and describe all criminal proceedings or hearings concerning business related offenses in which the Bidder, its principals or officers or predecessor organization (s) were defendants.

NONE

22. Has the Bidder, its principals, officers, or predecessor organization(s) been debarred or suspended from bidding by any government during the last five (5) years? If yes, provide details.

NO

23. List and disclose any and all business relations with any members of Wellington Council.

NONE

REQUEST FOR PROOF OF WORKERS COMPENSATION INSURANCE OR EXEMPTION

Dear Provider of Services or Goods:

In order to provide services or goods to Wellington, we require that you provide us either proof of workers compensation coverage or proof of exemption.

Workers compensation insurance is required of all employers in Florida that employ 4 or more part or full time employees. In the event that you are an employer in the construction industry, you are required to have workers compensation insurance if you employ one or more workers. Corporate officers and sole proprietors are included when calculating the number of employees. Note: Corporate officers may claim exemption from workers compensation coverage on themselves only, by filing *Form DWC 250, Notice of Election to Be Exempt*. This form can be found at <http://fldfs.com/WC/forms.html>.

If you meet the above criteria to be exempt, you MUST provide us with one of the following:

- If your business is a sole proprietorship or unincorporated business; provide us a Verification of Automatic Exempt Certificate. This verification is a letter that is issued by the State of Florida Department of Financial Services. To receive a letter from the State, complete the following directions: 1) Call the National Council of Compensation Insurance 1-800-622-4123, Option 5, and ask them for the class code for your type of business. 2) Once you have received this code, call the Department of Financial Services at 1-850-413-1601 and provide them your business name, class code, mailing address, and contact phone number. They will send you the Verification of Automatic Exempt Certificate. 3) Provide us a copy of the Verification of Automatic Exempt Certificate.
- If your business is a corporation (including a professional association or limited liability company), and you are not required to have workers compensation insurance as per the requirements as outlined above, you must complete the attached Workers Compensation Exemption Affidavit, have it notarized, and return the original to us.

If you are an employer that meets the requirements of workers compensation and needs to obtain coverage, contact your current business insurance agent, or you may use the following resources to locate an agent: www.faiia.com, www.piafl.org/wc-info.pdf, or call (850) 893-8245.

Please be reminded that the furnishing of this information to Wellington is a non-negotiable requirement to perform services for us. Failure to provide this timely may result in either termination of your services or delay of payment for services. Your workers compensation Certificate of Coverage, Workers Compensation Exemption Affidavit, or Verification of Automatic Exempt Certificate must be delivered or mailed to the Purchasing Department located at 12300 Forest Hill Boulevard, Wellington, Florida, 33414.

WORKERS COMPENSATION EXEMPTION AFFIDAVIT

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE)

Form should be completed by an officer of a sole proprietorship or a corporation with three (3) or less employees.
Form must be signed and notarized.

Name N/A
First _____ Last _____
Address _____
Street _____ City _____
Phone _____
Home _____ Business _____

This is to certify that _____
(Business Name)

_____ is a
Street _____ City _____ State _____ Zip _____

Sole Proprietorship
OR
Corporation/Partnership

And has _____ employees, other than the owner his/her self.
(no. of employees)

Therefore, under the terms of Chapter 440, F.W., Workers' Compensation regulations it is NOT necessary for the above company to carry Workers' Compensation Insurance.

(signature)

Sworn and subscribed to me this _____ day of _____, 20____.

Personally known _____ Or, Produced ID: _____ (Type Produced) _____

NOTARY PUBLIC _____

My Commission Expires:

WELLINGTON LOCAL PREFERENCE

APPLICATION TO BE CONSIDERED A LOCAL BUSINESS IN ACCORDANCE WITH VILLAGE OF WELLINGTON FLORIDA'S LOCAL PREFERENCE POLICY

Wellington gives preference to local businesses in certain purchasing situations as set forth in Chapter 9 of Wellington's Purchasing and Procurement Manual. In order to be considered a local business, entitled to be given preference, the business must make application with Wellington and meet one of the following criteria as such is more fully set forth in Chapter 9, of Wellington's Purchasing and Procurement Manual:

Chapter 9, LOCAL PREFERENCE

Western Communities Local Business - For the purpose of determining a "Western Communities local business" a vendor must have a principal permanent business location and headquarters within Wellington of Wellington, Florida or west of the Florida Turnpike to the Palm Beach County western boundary line as depicted in Exhibit "A" hereto. This applies to all entity formations, including, but not limited to, limited liability companies, partnerships, limited partnerships and the like or sole proprietors. Further, the entity or sole proprietor must provide that it, he or she has been domiciled and headquartered in the jurisdictional boundaries of the Western Communities for at least six months prior to the solicitation. Post Office boxes will not be considered a permanent business location within the Western Communities. Home business offices shall be considered as a business location if it otherwise meets the requirements herein. In order to be eligible for such local preference the vendor shall have a local business tax receipt pursuant to the County's and/or municipalities' Code of Ordinances, having jurisdiction over the location of the business, unless otherwise exempt therefrom. Further, the vendor must be properly licensed and authorized by law to provide the goods, services or professional services to the extent applicable and the location of the business must be properly zoned in order for the vendor to conduct its business.

Palm Beach County local business - For the purpose of determining a "Palm Beach County local business" a vendor must have a principal permanent business location and headquarters within Palm Beach County, Florida. This applies to all entity formations, including, but not limited to, limited liability companies, partnerships, limited partnerships and the like or sole proprietors. Further, the entity or sole proprietor must provide that it, he or she has been headquartered and domiciled in the jurisdictional boundaries of Palm Beach County, Florida for at least six months prior to the solicitation. Post Office boxes will not be considered a permanent business location within Palm Beach County, Florida. Home business offices shall be considered as a business location if it otherwise meets the requirements herein. In order to be eligible for such local preference the vendor shall have a local business tax receipt pursuant to the Palm Beach County Code of Ordinances as amended from time to time, unless otherwise exempt there from. Further, the vendor must be properly licensed and authorized by law to provide the goods, services or professional services to the extent applicable and the location of the business must be properly zoned in order for the vendor to conduct its business.

Subcontractor utilization - In competitive bid situations, a business may also qualify as either a Palm Beach County or Western Community local business if they are utilizing subcontractors to perform the work or materialmen to supply the job and more than fifty (50%) percent of their proposed bid price will be paid to subcontractors and/or materialmen who qualify, under the above standards, as Palm Beach County and/or Western Community local businesses.

Please check the box below indicating which preference category your business is applying for:

☐ Western Communities Local Business

☒ Palm Beach County Local Business

☐ Subcontractor Utilization

1. The name of the business is: B & B UNDERGROUND CONSTRUCTION, INC.

2. The address of the business is: 4050 WESTGATE AVE. SUITE 110 WPB, FL 33409

3. How long has the business been located at its current address: 2 YEARS

4. If the business has relocated within the last six months, please provide the answers to questions 1-3 for the previous location:

5. The previous name of the business is: _____

6. The previous address of the business is: _____

7. How long was this business at the previous location: _____

8. If the business is attempting to qualify under the subcontractor utilization provision, please provide a breakdown of the subcontractors who would qualify for either the Palm Beach County or Western Community, business classification, the requisite information, provide their responses to the above 1 - 7 questions and for each of the subcontractors, indicate the amount that they are proposed to be compensated at under the bid price.

9. The business as a local business tax receipt from: (1) Palm Beach County ☒ (2) the following municipality: _____ (3) located in unincorporated Palm Beach County: ☐

10. Please provide a copy of Local Business Tax Receipts from Palm Beach County and the applicable municipality are attached.

11. Please provide a Certificate of Good Standing indicating the formation or domestication of the entity in and for the State of Florida is attached.

12. Please provide copies of licenses if applicable from the State of Florida authorizing the business to provide the good services or professional services contemplated in the bid documents.

By signing below, I hereby certify that under penalty of perjury I believe my business qualifies as a Palm Beach County, Western Community or subcontractor utilization business in accordance with Wellington's Local Preference Policy and that I have submitted current and accurate information and documents relating to my qualifications. I further acknowledge and agree that any fraudulent or duplicitous information submitted in furtherance of this application will be grounds for disqualification from bidding on this project and doing business with Wellington in the future.

Applicants Federal Tax ID Number 47-2946266 Applicants Business Address 4050 WELLCARE AVE

WEST PALM BEACH FL 33409

Signature of Authorized Representative of Corporation, Partnership, or other business entity:

[Signature]

Print Name: STEPHEN DECKER

Title: PRESIDENT

Date: 1/27/16

CITY OF: West Palm Beach

COUNTY OF: Palm Beach

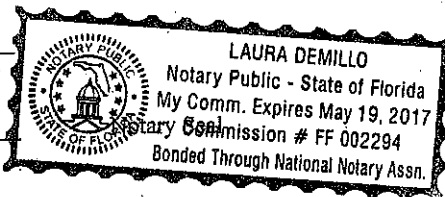
SUBSCRIBED AND SWORN TO (or affirmed) before me on this 27 day of JANUARY, 2016, by
STEPHEN DECKER He/She is personally known to me or has presented

_____ as identification.

[Signature]
(Signature of Notary)

Laura Demillo
(Print or Stamp Name of Notary)

Notary Public Florida
(State)



Signature of Individual if Sole Proprietor:

N/A

Print Name: _____

Date: _____

CITY OF: _____

COUNTY OF: _____

SUBSCRIBED AND SWORN TO (or affirmed) before me on this _____ day of _____, 201____, by
_____. He/She is personally known to me or has presented

_____ as identification:

(Signature of Notary)

(Print or Stamp Name of Notary)

Notary Public _____
(State)

Notary Seal

CONFLICT OF INTEREST STATEMENT


This Proposal/Agreement (whichever is applicable) is subject to the conflict of interest provisions of the policies and Code of Ordinances of WELLINGTON, the Palm Beach County Code of Ethics, and the Florida Statutes. During the term of this Agreement and any renewals or extensions thereof, the VENDOR shall disclose to WELLINGTON any possible conflicts of interests. The VENDOR's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of WELLINGTON. The terms below shall be defined in accordance with the policies and Code of Ordinances of WELLINGTON, the Palm Beach County Code of Ethics, and Ch. 112, Part III, Florida Statutes.

CHECK ALL THAT APPLY.

- ☒ To the best of our knowledge, the undersigned business has no potential conflict of interest for this Agreement due to any other clients, contracts, or property interests.
- ☒ To the best of our knowledge, the undersigned business has no employment or other contractual relationship with any WELLINGTON employee, elected official or appointed official.
- ☒ To the best of our knowledge, the undersigned business has no officer, director, partner or proprietor that is a WELLINGTON purchasing agent, other employee, elected official or appointed official. The term "purchasing agent", "elected official" or "appointed official", as used in this paragraph, shall include the respective individual's spouse or child, as defined in Ch. 112, Part III, Florida Statutes.
- ☒ To the best of our knowledge, no WELLINGTON employee, elected official or appointed official has a material or ownership interest (5% ownership) in our business. The term "employee", "elected official" and "appointed official", as used in this paragraph, shall include such respective individual's relatives and household members as described and defined in the Palm Beach County Code of Ethics.
- ☒ To the best of our knowledge, the undersigned business has no current clients that are presently subject to the jurisdiction of WELLINGTON's Planning, Zoning and Building Department.
- ☐ The undersigned business, by attachment to this form, submits information which may be a potential conflict of interest due to any of the above listed reasons or otherwise.

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THE FAILURE TO CHECK THE APPROPRIATE BLOCKS ABOVE OR TO ATTACH THE DOCUMENTATION OF ANY POSSIBLE CONFLICTS OF INTEREST MAY RESULT IN DISQUALIFICATION OF YOUR BID/PROPOSAL OR IN THE IMMEDIATE CANCELLATION OF YOUR AGREEMENT, WHICHEVER IS APPLICABLE.

B & B UNDERGROUND CONSTRUCTION, INC.
COMPANY NAME


AUTHORIZED SIGNATURE

STEPHEN DECKER
NAME (PRINT OR TYPE)

PRESIDENT
TITLE

NON-COLLUSION AFFIDAVIT

State of FLORIDA

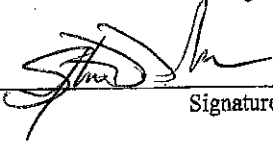
County of PALM BEACH

Being duly sworn deposes and says:

That he/she is an officer of the parties making the forgoing bid submittal, that such bid submittal is genuine and not collusive or sham, that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any manner, directly, or indirectly, sought by agreement of collusion or communication or conference with any person, to fix the price of affiant or any other bidder, or to fix any overhead, profit of cost element of said price, or that of any other bidder, or to secure any advantage against the authority, of any person interested in the proposed contract and that all statements in said bid is true.

B & B UNDERGROUND CONSTRUCTION, INC.
Name of Bidder

STEPHEN DECKER
Print name of designated signatory


Signature

PRESIDENT
Title

On this 27 day of January, 2016, before me appeared STEPHEN DECKER personally known to me to be the person described in and who executed this AFFIDAVIT and acknowledged that (she/he) signed the same freely and voluntarily for the uses and purposes therein described.
In witness thereof, I have hereunto set my hand and affixed seal the day and year last written above.


Signature

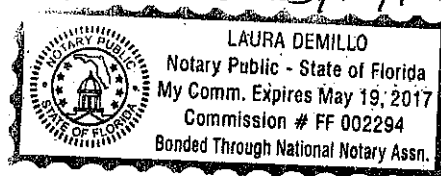
Notary Public in and for the State of Florida

(Affix Seal Here)


(Name Printed)

Residing at 4050 Westgate Ave Ste 110

My commission expires 5/19/17





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/29/2015

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

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

PRODUCER Brown & Brown of Leesburg PO Box 491636 Leesburg FL 34749-1636		CONTACT NAME: Terri Hendrickson PHONE (A/C, No, Ext): (352) 787-2431 FAX (A/C, No): (352) 787-9922 E-MAIL ADDRESS: Terri.Hendrickson@bblesburg.com	
INSURED B & B Underground Construction, Inc.		INSURER(S) AFFORDING COVERAGE INSURER A: Westfield Insurance Company NAIC # 24112 INSURER B: Bridgefield Casualty Ins Co 103350 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 15-16

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		CMM3753587	3/20/2015	3/20/2016	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
						MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 2,000,000
	OTHER:					PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		CMM3753587	3/20/2015	3/20/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						Medical payments \$ 2,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$
						AGGREGATE \$
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N N/A	0196-38695	3/20/2015	3/20/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
						E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: Project - CSW Belle Glade WM & Water Services Replacement: Zone 1, Phase 2 and SE Ave G, Main Street to El Prado Dr. WM REplacement Project No. WUD 13-060 & 14-015 in the City of Belle Glade, Florida

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Dan Touchet/TERRI

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

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

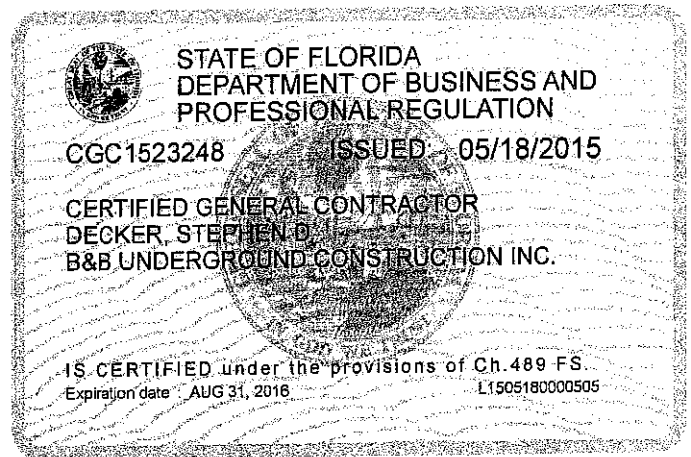
(850) 487-1395

**DECKER, STEPHEN D
B&B UNDERGROUND CONSTRUCTION INC.
4050 WESTGATE AVENUE, SUITE 110
WEST PALM BEACH FL 33409**

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!



DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

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

LICENSE NUMBER

CGC1523248

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016

**DECKER, STEPHEN D
B&B UNDERGROUND CONSTRUCTION INC.
16545 SW FARM ROAD
INDIANTOWN FL 34956**



ISSUED: 05/18/2015

DISPLAY AS REQUIRED BY LAW

SEQ # L1505180000505

EQUIPMENT LIST

<u>Year / Make</u>	<u>Model / Type</u>	<u>Vin / Serial #</u>	<u>B&B I.D.</u>
<u>Foremans Trucks</u>			
1988 Ford	F-350 Dually 4X4 460 2dr	1FDKF38G0JNB80087	PT-13
1996 Chevrolet	1500 4X4 5.0 extcab	2GCEK19M3T1233777	PT-14
1997 Ford	F-250 4X4 7.3 extcab	1FTHX26F3VEV16700	PJE
1999 Dodge	2500 4X4 5.9 extcab	1B7KF2365XJ581325	PT-16
1999 Dodge	2500 4X4 5.9 extcab	1B7KF2365XJ589002	PT-17
1999 Ford	F-250 4X4 7.3 4dr	1FTNW21F0XEC94337	ROCKY
2000 Dodge	1500 5.3 extcab	3B7HC13Y4YG156311	PT-18
2001 Ford	F-250 4X4 V-10 extcab	1FTNX21S21EA63246	PT-19
2002 Ford	F-250 4X4 7.3 extcab	1FTNX21F222EC90327	PT-20
2002 Ford	F-250 4X4 7.3 4dr	1FTNW21F62EB92517	PT-21
2002 Ford	F-250 4X4 7.3 4dr	1FTNW21FX2EA48629	Gray Trk
2003 Ford	F-250 4X4 7.3 extcab	1FTNX21F43EB22531	PT-22
2003 Ford	F-250 4X4 6.0 4dr	1FTNW21P53ED38030	Grady
2003 Chevrolet	1500 4X4 5.3 extcab	1GCEK19T23E231511	PT-23
2003 Chevrolet	1500 4X4 5.3 extcab	1GCEK19T53E357149	PT-24
2004 GMC	2500 4X4 6.0 2dr	1GTHD24U04E241829	PT-25
2004 GMC	2500 4X4 6.0 2dr	1GTHK24U84E148122	PT-26
2004 GMC	1500 4 X 4 gas 2dr	1GTEK14XX4Z344062	PT-27
1995 Ford	F-150 5.0 2dr	1FTEF15N1SLC03902	PT-28
2005 Dodge	1500 V-6 gas 2dr	1D7HA16K35J512258	PT-29
2006 GMC	1500 4X4 V-6 gas 2dr	1GTEK14X16Z112226	PT-30
2007 GMC	1500 4X4 5.3 extcab	1GTEK19Z57Z158136	PT-31
2007 Toyota	Tacoma 4X4 4.0 extcab	5TEUU42N27Z394343	PT-32
2007 Toyota	Tacoma 4X4 4.0 4 dr	3TMLU42N87M011983	PT-33
2004 Dodge	Durango suv	1D4HD38K74F222622	Bryan
2005 GMC	Denali 4X4 6.0 suv	1GKEK63UX5J125045	Steve
2005 Nissan	Armada 4X4 5.6 suv	5N1AA08865N717337	Thom
2007 GMC	Sierra 2500HD 4X4 4 dr	1GTHK23647F536613	Big-O
<u>Dump Trucks & Tractors</u>			
1993 Mack	RD690S Dump Tr 18yd	2M2P264C9PC012842	DT-20
1998 Mack	RD6885 Dump Tr 18yd	1M2P267C9WM035368	DT-30
1998 Mack	RD6885 Dump Tr 18yd	1M2P267C3WM033986	DT-40
2000 Mack	RD6885 Dump Tr 18yd	1M2P267C0YM055270	DT-50
2003 Mack	RD6885 Dump Tr 18yd	1M2P267C43M066958	PJE
2003 Mack	RD6885 Dump Tr 18yd	1M2P267C63M066976	DT-70
2000 FreightLiner	FL 70 Dump Tr 16yd	1FV6HJAA1YHF03914	DT-80
2005 Mack	CV713 Dump Tr 18yd	1M2AG11C85M027389	DT-90
2005 Mack	CV713 Dump Tr 18yd	1M2AG11C45M027390	DT-100
2000 Mack	CV613 Tandum Axle	1M1AA12Y9WW081919	DT-110
1989 Ford	LTL9000 Tri Axle	1FDYA90X2LYA08010	DT-120
1985 Ford	LTL9000 Tri Axle	1FDYA92W7FVA67059	DT-10
2002 Mack	CL-700 Tri Axle	1M2AD62C71M011716	LB-1
<u>Misc Trucks</u>			
1980 Ford	LTL8000 Tandum (Water Truck)	8WOUVG09349	WT-2
Military Truck	201-1148 (Water Truck)	112846	WT-3
Cat D-25D	Water Truck	1HK00460	WT-4
1991 International	4900 Fuel Truck	1H7SD27N5MH321643	ST-80
1987 International	S1700 Fuel Truck	1HSLCCEN3HH525309	ST-90
1997 International	DT466 Fuel Truck	1HTSEAAN1VH393464	ST-100
1995 Ford	F-350 Dually 4X4 diesel 2dr	1FDKF38FXSNA50049	MT-1
2005 Ford	F-350 Dually 4X4 diesel 2dr	1FDWF37P35EB49327	MT-2
1999 Ford	F-350 Dually diesel 2dr	1FDWF36F3XEE57013	MT-3
2001 Ford	F-450 Dually 4X4 7.3 4dr	1FDXW47F91EA36381	F-450

<u>Trailers</u>			
1988 SAMS	1000 gallon fuel trailer	11YUC1924JT000076	T-1
2003 ASPT	Ditch Witch Trailer	FOURXSIX	T-2
2005 LMT	Gooseneck Trl hooked to F-450	5L8GF242751001353	T-3
2003 IRDO	2 axle black bobcat trailer	5FEHS20223C009969	T-4
2003 ASPT	Water pressure test Trailer	FLT9001SS	T-5
2004 CAWE	Carolina 2 axle dually pintle Red	1C9DP302041803109	T-6
1975 Hobb	40' Flat Bed Trailer	FHS616034	T-7
1989 Witzco	Low-Boy Trailer	1W9A11E39K9061089	parked
1996 Fontaine	Low-Boy Trailer	4LF456346V3504674	T-9
1997 Borco	18yd Dump Bed Trailer	1B9DS3124VP313006	destroyed
1997 Dump Rite	18yd Dump Bed Trailer	1D9D52224VF266063	T-10
2005 HRTV	White single axle inclosed trl	5E2B1121651022813	T-11
<u>Loaders</u>			
Komatsu	WA180 Diesel 4cyl	A75058	LDR-1
John Deere	544G	DW544GB551407	LDR-2
Cat	IT28F Diesel 4cyl	3CL01824	LDR-3
Cat	950F	5SK03013	LDR-4
Cat	950G	3JW00740	LDR-5
Cat	950G	3JW02024	LDR-6
Cat	928G	6XR02501	LDR-7
Cat	938G	4YS02102	LDR-8
Cat	928G	6XR02010	LDR-9
Case	621D	JEE0134367	LDR-10
John Deere	544H	DW544HX585789	LDR-11
John Deere	544J	DW544JZ595347	LDR-12
John Deere	544J	DW544JZ595664	LDR-13
John Deere	544H	DW544HX587059	LDR-14
Cat	950G	AXX00768	LDR-15
Bobcat	T300	521911111	B-1
Bobcat Attachment	Vibratory Roller	63100573	VA-1
Cat	287B	ZSA00431	B-2
Cat	Roller Attachment		VA-2
Cat	BA18 Broom Attachment	AZN01942	BA-1
Komatsu	CK30-1	A30025 25424	B-3
<u>Excavators</u>			
1986 Cat	235B	7WC00370	PJE
Daewoo	Solar 330	FXCA0408	PJE
Linkbelt	LS3400	340U25385	TBH-3
John Deere	892ELC	FF892EX011055	TBH-4
Cat	315BL	3AW01640	TBH-5
Cat	325L	8NK00153	TBH-6
Cat	345B	4SS01029	TBH-7
Komatsu	PC300	A85179	TBH-8
John Deere	225C	FF225CX500096	TBH-9
Cat	325CL	BFE00468	TBH-10
Cat	303.5	DCH00384	TBH-11
John Deere	50D	FF050DX244240	TBH-12
Komatsu	PC308	20107	TBH-13
John Deere	330CLC	FF330CX082260	TBH-14
Case	CX75	DAC071435	TBH-15
Case	CX75	DAC071503	TBH-16
Badger	1085D Gradall	000102	GDL-1

<u>Dozers</u>			
Komatsu	D-31P	P-20-A-46507	DZ-1
John Deere	450G	TO450GH790737	DZ-2
Cat	D5M	6AS00399	DZ-3
Cat	D5M	3DR00454	DZ-4
John Deere	650H	T0650HX910882	DZ-5
John Deere	450J	TO450JX104435	DZ-6
<u>Graders</u>			
Cat	12H	4XM01025	RG-1
Cat	120G	87V09337	RG-2
Cat	135H	3YK00367	RG-3
<u>Rollers</u>			
Gallion	Rubber Tire	9-P-12G-3280	RS1
Case	252 2 whl Steel	840867576	RS2
Ingersol Rand	SD40	5829SFD	RRS-1
Ingersol Rand	SD70D	149587	RRS-2
Ingersol Rand	SD100D	30243SED	RRS-3
Ingersol Rand	D100	151464	RRS-4
Cat	CB224C	3AL01197	RRS-5
Cat	CS433C	03TM00573	RS
Cat	CB224D	8RZ00231	RRS-6
Stone	SD54	3200396	RRS-7
DynaPac	Steel Wheel	175161	RSS-1
DynaPac	Steel Wheel	175348	RSS-2
<u>Combinations</u>			
1991 Cat	426 4X4	7BC05389	RTBH-1
John Deere	410E 4X4	T0410EX833303	RTBH-2
John Deere	310SG 4X4	TO310SG913157	RTBH-3
Cat	416D 4X4	BFP00510	RTBH-4
<u>Tractors</u>			
New Holland	3930	007670B	BT-1
New Holland	3930	082556B	BT-2
New Holland	345D	A445063	BT-3
New Holland	TN70 4X4	1305270	BT-4
New Holland	TN70 4X4	1311527	BT-5
Kubota	L5030	38973	BT-6
<u>End Dumps</u>			
Cat	D-250	6NG00172	ORT-1
Cat	D-250E	4PS00243	ORT-2
Cat	D-250 Series II	4P500338	ORT-3
<u>Mix, Crush, & Shake</u>			
Bomag Recycler	MPH364-R	901A23001525	MR-1
Eagle Crusher	Ultra Max 500 33D517	11310	PJE
Conveyor Attachment	For Eagle Crusher		PJE
MBI	MCP900	40661	CR-1
Read Screen-All	RD 90A	251 3 86	SA-1
<u>Trenching Equipment</u>			
1996 Vermeer	T655DT Trencher	T655DT1000100	
2001 Rubber Tire Trencher	9500 Trencher	9500BXM52497	
<u>Boring Equipment</u>			
2001 Vermeer	50 x 100 Directional Drill Rig	50100DDRD249764X26	
1995 Richmond	60 inch Jack & Bore Machine	RR4287x60TX5	
1999 Michal Byrnes	36 inch Jack & Bore Machine	994400	
1990 Bore-it Hyd	48 inch Jack & Bore Machine	480190	

2003 Vermeer	100x120 Directional Drill Rig		
<u>Vector Truck</u>			
2001 Sterling	Vac-con Vector Truck	9T487MK46251P	