

BID ACKNOWLEDGEMENT COVER PAGE

SUBMIT BIDS TO:

Wellington
Attn: Clerk's Office
12300 Forest Hill Blvd
Wellington, FL 33414

REFER ALL INQUIRIES TO PRIMARY CONTACT:

Purchasing Division
12300 Forest Hill Blvd
Wellington, FL 33414
Ph: 561-791-4107

Wellington

INVITATION TO BID

BID TITLE:

Drainage Improvements for Forest Hill Boulevard

BID NO:

ITB 011-17/DZ

NAME OF FIRM, ENTITY, or ORGANIZATION:

D.S. Eakins Construction Corp.

NAME OF CONTACT PERSON

D. Steven Eakins, JR

VENDOR MAILING ADDRESS:

PO BOX 530185

CITY:

Lake Park

ZIP:

33403

STATE:

FL

TITLE

Vice President

VENDOR HEADQUARTERS ADDRESS (IF DIFFERENT):

1481 Kinetic Road

CITY:

Lake Park

ZIP:

33403

STATE:

FL

PHONE NUMBER:

(561) 842-0001

FEDERAL EMPLOYER IDENTIFICATION NUMBER (EIN):

59-1691997

EMAIL ADDRESS:

Steve@dseakins.com

STATE OF FLORIDA BUSINESS LICENSE NUMBER (IF APPLICABLE)

CGC036066 & CUC1224753

FAX NUMBER:

(561) 842-0001

ORGANIZATIONAL STRUCTURE (Please Check One):

Corporation ☒

Partnership ☐

PROPRIETORSHIP ☐

Joint Venture ☐

Other ☐

If Corporation, please provide the following:

(A) Date of Incorporation: 1 / 20 / 1976
Month / Day / Year

(B) State or Country of Incorporation: Florida

BID PROPOSAL CHECKLIST

Please submit your proposal in this order

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

BID FORM

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

PROJECT: **Drainage Improvements for Forest Hill Boulevard** Date: June 21, 2017

BIDDER: D.S. Eakins Construction Corp.

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 <u>6/13/17</u>	Addenda Number <u>1</u>
Date _____	Addenda Number _____
Date _____	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, 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, 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.

(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:

Drainage Improvements for Forest Hill Boulevard shall be Substantially Complete within **30** days of Notice to Proceed and Finally Complete within **45** days of Notice to Proceed. Work hours **7am - 6pm Monday – Friday**, excluding 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: D. Steven Eakins, JR.
Address: 1481 Kintec Road
Lake Park, FL 33403
Phone No.: (561) 842-0001 Fax: (561) 842-0009

10. BIDDER'S Florida Contractor's License No. CGC036066 /CUC1224753

11. 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 _____ (SEAL)

Signature: _____

Doing business as _____

Business Address: _____

Phone Number: _____

Fax Number _____

A Partnership

Firm's Name _____ (SEAL)

General Partner Signature: _____

Business Address: _____

Phone Number: _____

Fax Number _____

A Corporation

Corporation's Name D.S. Eakins Construction Corporation (SEAL)

State of Incorporation Florida

Authorized Person: D. Steven Eakins, JR.

Title: Vice President

Signature: 

Attest:  Cindi M. Enz (Secretary)

Signature: _____

Business Address: 1481 Kinetic Road

Lake Park, FL 33403

Phone Number: (561) 842-0001

Fax Number (561) 842-0009

Council

Anne Gerwig, Mayor
John T. McGovern, Vice Mayor
Michael Drahos, Councilman
Michael J. Napoleone, Councilman
Tanya Siskind, Councilwoman

Manager
Paul Schofield

ITB No. 011-17/DZ

Title: Drainage Improvements for Forest Hill Boulevard

Bid Opening Date: June 21, 2017 at 2:00pm

Addendum Date: June 13, 2017

ADDENDUM NO. ONE

PURPOSE: The purpose of this Addendum/NOTICE is to make changes, additions, deletions, revisions, and clarifications to the (ITB) Invitation to Bid documents for the Drainage Improvements for Forest Hill Boulevard. Bidder shall review the Addendum/NOTICE work and requirements in detail and incorporate any effects the Addendum/NOTICE may have in their proposal price.

- 1. Question:** As per Florida regulation all underground utilities interconnections are to be done by a Licensed Underground Utilities Contractor, however your specification is asking for a General Contractor. Are you going modified the specification to allow Underground Utilities Contractor bid the job? If you decide not to modified the specification, are you to enforce Florida Law and required that the General Contractor sub the underground installation and connection of the concrete pipe?

Response: A licensed underground or general contractor would be acceptable for the prime contractor. Prime contractor shall list all subs to be used in their bid submittal. All subs must be properly licensed.

ACKNOWLEDGEMENT: Bidder must acknowledge receipt of any and all Addenda in the space provided on the Bidder Submittal Form. Failure to do so may result in rejection of the Proposal. All requirements of the proposal documents remain unchanged except as cited herein.

Signature of Bidder Acknowledging Receipt of
Addendum No. (1) One to be attached in front of Bid

BID BOND/SECURITY

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

KNOW ALL MEN BY THESE PRESENTS, that we D.S. Eakins Construction Corporation

1481 Kinetic Road, Lake Park, FL 33403

as Principal, hereinafter called the Principal, and Western Surety Company

333 S. Wabash Avenue, Chicago, IL 60604

a corporation duly organized under the laws of the State of South Dakota 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 011-17/DZ – Drainage Improvements for Forest Hill Boulevard**

NOW, THEREFORE, if the Obligee shall accept the bid of the 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 June 21, 2017


Witnesses:

D.S. Eakins Construction Corporation
Seal

By: 
Vice President

Western Surety Company
Seal


Rita Lazarides, Witness

By: 
Brett M. Rosenhaus, Attorney-in-Fact

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Laura D Mosholder, John R Neu, Charles J Nielson, Brett M Rosenhaus, Kevin Wojtowicz, Mary C Aceves, Charles D Nielson, David R Hoover, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 20th day of April, 2015.



WESTERN SURETY COMPANY

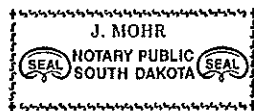
Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 20th day of April, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 21st day of June, 2017.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

SCHEDULE OF VALUES

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

ITEM #	ITEM	UNIT	PLAN QTY:	UNIT PRICE	TOTAL
ROADWAY					
1	MOBILIZATION & GENERAL CONDITIONS	LS	1	\$21,800.00	\$21,800.00
2	EXCAVATION	CY	202	\$10.00	\$2,020.00
3	REMOVE & HAUL EX. PAVEMENT SECTION (UP TO 12" DEPTH)	SY	405	\$7.60	\$3,078.00
4	REMOVE & HAUL EX. BASE/ROCK SECTION (UP TO 24" DEPTH)	SY	405	\$8.70	\$3,523.50
5	MILL 1-1/2" OF EXISTING ASPHALT PAVEMENT	SY	1375	\$11.50	\$15,812.50
6	1-1/2" TYPE FC 9.5 ASPHALT	SY	1780	\$12.65	\$22,517.00
7	1-1/2" TYPE SP 12.5 ASPHALT	SY	405	\$12.60	\$5,103.00
8	18" CRUSHED CONCRETE BASE COURSE	SY	405	\$19.90	\$8,059.50
9	COMPACTED SUBGRADE	SY	405	\$5.00	\$2,025.00
10	THERMOPLASTIC STRIPING	LS	1	\$6,047.00	\$6,047.00
11	GRASSING - SOD (FLORITAM)	SY	80	\$6.50	\$520.00
SUBTOTAL ITEMS:				1 - 11	\$90,505.50
DRAINAGE					
11	CONCRETE PIPE (18" CLASS IV RCP)	LF	319	\$60.65	\$19,347.35
12	5FT DIAMETER CONCRETE MANHOLE (FDOT INDEX 200) <10'	EA	2	\$4,888.00	\$9,776.00
13	CORE EX. STORM STRUCTURE	EA	1	\$2,200.00	\$2,200.00
14	REMOVE AND DISPOSE OF EXISTING STORM MANHOLE	EA	1	\$860.00	\$860.00
SUBTOTAL ITEMS				11 - 14	\$32,183.35
GENERAL CONDITIONS					
15	OWNER CONTROLLED CONTINGENCY (15% OF SUBTOTAL 1-14)	LS	1	\$18,403.33	\$18,403.33
16	CLEARING AND GRUBBING	LS	1	\$3,000.00	\$3,000.00
17	BOND & INSURANCE REQUIREMENTS	LS	1	\$0.00	\$0.00
18	CONSTRUCTION LAYOUT & SURVEY	LS	1	\$3,485.00	\$3,485.00
19	NPDES COMPLIANCE	LS	1	\$1,500.00	\$1,500.00
20	PRE AND POST CONSTRUCTION VIDEO	LS	1	\$863.00	\$863.00
21	MAINTENANCE OF TRAFFIC (INCLUDES PLAN PREPARED BY CERTIFIED MOT TECHNICIAN OR PROFESSIONAL ENGINEER)	LS	1	\$43,220.00	\$43,220.00
22	AS-BUILT RECORD DRAWINGS	LS	1		\$3,000.00
23	MATERIAL TESTING ALLOWANCE (OWNER CONTROLLED)	AL	1		\$2,500.00
SUBTOTAL ITEMS				15 - 23	\$79,621.33
ALTERNATIVE BID ITEMS					
24	TYPE F-CURB	LF	309	\$26.85	\$8,296.65
25	4" CONCRETE SIDEWALK (MIN. 3000PSI COMPRESSIVE STRENGTH)	SY	200	\$51.40	\$10,280.00
26	EXCAVATABLE FLOWABLE FILL FOR PIPE INSTALLATION.	CY	183	\$135.00	\$24,705.00
SUBTOTAL ITEMS				24 - 26	\$43,281.65
GRAND TOTAL ITEMS				1 - 26	\$245,591.83

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)

<u>Discipline</u>	<u>Subcontractor</u>	<u>Address City, ST, Zip</u>	<u>License Number</u>
Asphalt Mill & Overlay	J.W. Cheatham Inc., LLC	7396 Westport Place WPB, FL 33413	CGC1505502
Pavement Markings	Fine-Line Striping, Inc.	4915 Georgia Ave WPB, FL 33405	1996-01469
MOT	RoadSafe Traffic Systems	3570 NW 62nd Street Miami, FL 33147	F261084418001
Sidewalk & Curbing	Pathway Enterprises, Inc.	1760 N Jog RD WPB, FL 33411	U-17966
Survey	Lidberg Land Surveying, Inc.	675 W Indiantown Rd, Suite 200 Jupiter, FL 33458	LB4431

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 **Drainage Improvements for Forest Hill Boulevard, Bid No. 011-17/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. 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 Friday, 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 of 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 The Village of Wellington
[print name of the public entity]
by D. Steven Eakins, Jr., Vice President
[print individual's name and title]
for D.S. Eakins Construction Corp.
[print name of entity submitting sworn statement]

whose business address is 1481 Kinetic Road
Lake Park, Florida 33403

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-1691997

(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.

D. Steven Eakins
[signature]
6/21/2017
[date]

STATE OF Florida

COUNTY OF Palm Beach

Subscribed and Sworn to (or affirmed) before me on 6-21-17 by _____
[date]

D. Steven Eakins
[name]. He/she is personally known to me or has presented

[type of identification]

Marian Perkins
[Notary's Signature and Seal]
Form PUR 7068 (Rev. 04/10/91)
M/R 03/06/92



Print Notary Name and Commission No.

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 tie 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)

D.S. Eakins Constr. Corp. (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 533.64 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
11 & 12	Sloping	\$750.00
11	Trench Box	\$500.00
	Total	\$1,250.00

D. Steven Eakins
(Signature)

6/21/17
(Date)

STATE OF Florida

COUNTY OF Palm Beach

Subscribed and Sworn to (or affirmed) before me on 6-21-17
by

D Steven Eakins. He/she is personally known to me or has presented

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

Marian Perkins
Notary Public Signature and Seal



Print Notary Name and Commission No.

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? 41 Years

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

117th Court North - City of Palm Beach Gardens

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

No.

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

Dennis Haynes - Burkhardt Construction	dennis@burkhardtconstruction.com	(561) 659-1400
Name	Email Address	Phone
Doug Terry - Town of Palm Beach	DTerry@TownofPalmBeach.com	(561) 838-5440
Name	Email Address	Phone
Mark Williams, P.E. - Keshavarz & Assoc.	mark@keshavarz.com	(561) 689-8600
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
Shady Lakes - Phase I	City of Palm Beach Gardens	Todd Engle City Engineer	(561) 804-7012 tengle@pbgfl.com	10500 N Military TR Palm Beach Gardens FL 33410
Hill Ave Drainage Improvements	Town of Mangonia Park	Lee Leffingwell Town Manager	(561) 848-1235 lleffingwell@townofmangoniapark.com	1755 E Tiffany Drive Mangonia Park, FL 33407
48" CIP Lining Project - Phase I	City of West Palm Beach Public Utilities	Luis Perez	(561) 494-1071 lperez@wpb.org	401 Clematis ST. 5th Floor WPB, FL 33401
Old Dixie Highway 42" Replacement	Palm Beach County Engineering	Daryl Dawson Director	(561) 233-3956 ddawson@pbcgov.org	255 Vista Parkway WPB, FL 33411
Pendleton Ave & Pendleton Lane	Town of Palm Beach	Jeff Sanon, P.E. Project Engineer	(561) 227-7024 JSanon@townofpalmbeach.com	951 Okeechobee RD WPB, FL 33401

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, we have inspected the project and we have a complete plan of our performance.

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
J.W. Cheatham Inc., LLC 7396 Westport Place WPB, FL 33413 (561) 471-4100	Milling & Asphalt Overlay
Pathway Enterprises Inc. 1760 N Jog Road, Suite 160 WPB, FL 33411 (561) 478-4822	Concrete Curbing & Sidewalk

8. What equipment do you own that is available for the work? Please see attached Exhibit A
9. What equipment will you purchase for the proposed work? None, all equipment need is owned by D.S. Eakins or it's Subcontractors
10. What equipment will you rent for the proposed work? None, all equipment needed is owned by D.S. Eakins or it's Subcontractors
11. State the name of your proposed project manager and give details of his or her qualifications and experience in managing similar jobs.
Please see attached Exhibit B
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 D.S. Eakins Construction Corp.
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 1481 Kinetic Road Lake Park, FL 33403

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

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.

Employers conducting work in the State of Florida are required to provide workers' compensation insurance for their employees. Specific employer coverage requirements are based on the type of industry, number of employees and entity organization. To determine coverage requirements for a specific employer, the following information is provided by the Bureau of Compliance.

Construction Industry - One (1) or more employees, including the owner of the business who are corporate officers or Limited Liability Company (LLC) members. For a list of the trades considered to be in the construction industry see 69L-6.021 Florida Administrative Code.

Non-Construction Industry - Four (4) or more employees, including business owners who are corporate officers or Limited Liability Company (LLC) members.

Please note: Non-construction industry Sole Proprietors or partners in a Partnership are not employees unless they want to be included on the business' Workers' Compensation Insurance policy and file a form DWC 251 with the Division of Workers' Compensation.

Agricultural Industry - Six (6) regular employees and/or twelve (12) seasonal workers who work more than 30 days during a season but no more than a total of 45 days in a calendar year.

Out of State Employers must notify their insurance carrier that they are working in Florida. If there is no insurance, the out of state employer is required to obtain a Florida Workers' Compensation Insurance policy with a Florida approved insurance carrier which meets the requirements of Florida law and the Florida Insurance Code. This means that "Florida" must be specifically listed in Section 3A of the policy (on the Information Page).

An Extraterritorial Reciprocity clause in the home state's statute allows some out of state Employers to work in Florida temporarily using their home state's Workers' Compensation insurance policy.

Contractors are required to make certain that all sub-contractors have the required Workers' Compensation Insurance before they begin work on a project. To see the documentation that is required from a sub-contractor, see 69L-6.032 Florida Administrative Code.

If the sub-contractor does not have Workers' Compensation Insurance for its employees, those workers become the employees of the contractor. If an injury occurs, the contractor is responsible for paying the benefits for the work related injury, illness or fatality.

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 provide the Village with a copy of your Florida Division of Workers' Compensation Certificate of Election to be Exempt.

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.faia.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, of Workers' Compensation Certificate of Election to be Exempt, or Verification of Automatic Exempt Certificate must be delivered or mailed to the Purchasing Department located at 12300 Forest Hill Boulevard, Wellington, Florida, 33414.

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: D.S. Eakins Construction Corporation

2. The address of the business is: 1481 Kinetic Road, Lake Park, FL 33403

3. How long has the business been located at its current address: 17 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 - 59-1691997 Applicants Business Address 1481 Kinetic Road

Lake Park, FL 33403

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

D. Steven Eakins, Jr.

Print Name: D. Steven Eakins, Jr.

Title: Vice President

Date: 6/21/17

CITY OF: Lake Park

COUNTY OF: Palm Beach

SUBSCRIBED AND SWORN TO (or affirmed) before me on this 21st day of June, 2017, by D. Steven Eakins. He/She is personally known to me or has presented

_____ as identification.

Marian Perkins
(Signature of Notary)

Marian Perkins
(Print or Stamp Name of Notary)

Notary Public Florida
(State)

Notary Seal



Signature of Individual if Sole Proprietor:

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.

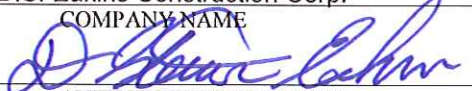
CONFLICT:

☐ 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.

D.S. Eakins Construction Corp.

COMPANY NAME



AUTHORIZED SIGNATURE

D. Steven Eakins, Jr.

NAME (PRINT OR TYPE)

Vice 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.

D.S. Eakins Construction Corp.

Name of Bidder

D. Steven Eakins, JR.

Print name of designated signatory

D. Steven Eakins, JR.

Signature

Vice President

Title

On this 21 day of June, 20 17, before me appeared D. Steven Eakins personally known to me to be the person described in and who executed this Affidavit and acknowledged that (she/he) signed the name 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.

Marian Perkins

Signature

(Affix Seal Here)



Notary Public in and for the State of Florida

(Name Printed)

Residing at Palm Beach County

My commission expires 1-12-20



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

(850) 487-1395

EAKINS, DOUGLAS STEVEN JR
D S EAKINS CONSTRUCTION CORP
378 NORTHLAKE BLVD
142
NORTH PALM BEACH FL 33408

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

CUC1224753

ISSUED: 07/28/2016

CERT UNDERGROUND & EXCAV CNTR
EAKINS, DOUGLAS STEVEN JR
D S EAKINS CONSTRUCTION CORP

IS CERTIFIED under the provisions of Ch.489 FS.
Expiration date : AUG 31, 2018 L1607280002157

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

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

LICENSE NUMBER

CUC1224753

The UNDERGROUND UTILITY & EXCAVATION CO
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

EAKINS, DOUGLAS STEVEN JR
D S EAKINS CONSTRUCTION CORP
378 NORTHLAKE BLVD
142
NORTH PALM BEACH FL 33408



ISSUED: 07/28/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1607280002157



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

(850) 487-1395

FRICK, CINDI M
D S EAKINS CONSTRUCTION CORP
PO BOX 530185
LAKE PARK FL 33403

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	
CGC036066	

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

FRICK, CINDI M
D S EAKINS CONSTRUCTION CORP
1481 KINETIC ROAD
LAKE PARK FL 33403





ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County

Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****

1481 KINETIC RD
WEST PALM BEACH, FL 33340-3191

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0102 CW GENERAL CONTRACTOR	FRICK CINDI M	CGC036066	U16.653832 - 08/16/16	\$369.60	B40106290

This document is valid only when receipted by the Tax Collector's Office.

D S EAKINS CONSTRUCTION CORP
D S EAKINS CONSTRUCTION CORP
PO BOX 530185
WEST PALM BEACH, FL 33403-8902



**STATE OF FLORIDA
PALM BEACH COUNTY
2016/2017 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 200114946
EXPIRES: SEPTEMBER 30, 2017**

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



DSEAKIN-02

BENDIKI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/17/2017

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 have ADDITIONAL INSURED provisions or 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 License # 0E67768 Insurance Office of America, Inc. Abacoa Town Center 1200 University Blvd, Suite 200 Jupiter, FL 33458	CONTACT NAME: Tara McKay		
	PHONE (A/C, No, Ext): (561) 296-6153 26053	FAX (A/C, No): (561) 776-0670	
	E-MAIL ADDRESS: Tara.McKay@ioausa.com		
INSURED D.S. Eakins Construction Corp P.O. Box 530185 1481 Kinetic Road Lake Park, FL 33403	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: HDI Global Insurance Company		41343
	INSURER B: North River Insurance Company		21105
	INSURER C: Bridgefield Employers Insurance Company		10701
	INSURER D: The Hanover Insurance Company		22292
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	EGGCC000081217	03/25/2017	03/25/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		EAGCC000081217	03/25/2017	03/25/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP Coverage \$ 10,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		5811079653	03/25/2017	03/25/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 10,000,000 Prod/Co Ops Agg \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	0830-24217	01/01/2017	01/01/2018	<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
D	Equipment Floater		IHJ-D130547-00	03/25/2017	03/25/2018	Leased/Rented Equip. \$ 1,000,000

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

Certificate holder is Additional Insured with respect to General Liability & is primary and non-contributory when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

The Village of Wellington 12300 Forest Hill Blvd. Wellington, FL 33414	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



EXHIBIT A

List of Equipment

Heavy Equipment for Utility & Earth Work

2-Cat 225 Backhoes
1-Cat 231 Backhoe
2-Cat 416-C 4x4 Loader/Hoes
1-Cat 320 CL Excavator w/bucket
2-Cat 330 BL Excavators w/bucket
1-Cat 336 E Excavators w/bucket
1-Komatsu PC 228 -3 Excavator zero tail swing
2-Komatsu PC 138U Excavator zero tail swing
1-Komatsu PC 78MR-6 Excavator zero tail swing
2-Komatsu WA 500-6 Wheel Loaders
2-Cat 910 Wheel Loaders
1-Cat 950 K Wheel Loader
1-Cat 966F Wheel Loader
4-Cat 966F II Wheel Loaders
1-980 K Wheel Loaders
2- Bobcat 753 Skid Steer Loaders
1-Bobcat T-300 Track Bobcat
1-Komatsu WA250-3L Wheel Loader
1-Komatsu WA 320-SLKM Wheel Loader
1-Komatsu WA 480-SL Wheel Loader
1-Komatsu WA 450-6 Wheel Loader
2-Komatsu WA 500 Wheel Loaders
2-Thompson 8" Well point Pumps
4-Thompson 12" Rotary Well point Pumps
2-Thompson 6" Jet Pumps
2-Holland 6" Hydraulic Trash Pumps
1-Bomag Vibratory Roller
1-Ingersal Rand Vibratory Roller
4-Wacker Reverse Plate Compactor 5055
4-Wacker Reverse Plate Compactors 6055
1-Wacker Generator Model G-70
1-Cat CB214E asphalt roller
1-Custom 22' well point Drill rig



EXHIBIT A

List of Equipment

Vehicles and Trucks

6-Mack Tri-Axles Dump 70,000 GVW
3-Mack Tractors 80,000 GVW
2-Boom Trucks
3-4000 Gallon Water Trucks
4-F350 Ford Crew Trucks
1-Chevy 4500 Crew Truck
6-Pickup Trucks
1-50 Ton Lowboy
1-35 Ton Lowboy
4-32' Trail King Dump Trailers
1-9000 Gallon Tanker Trailer
3-45' Flat Bed Trailers

Miscellaneous Equipment

Various Air bags – pipe plugs 4" through 72"
Various Sewer bypass plugs 6" through 36"
Various Steel sheets
5-Trench boxes
Various "I" Beams for miscellaneous supporting of utilities
7-well point systems
4-Electric dewatering pumps
5-3" Diaphragm pump with 50' discharge hose
5-Laser beams, transits and levels
1-Portable welders
2-Concrete drills and Jack hammers
2-Air Compressors
Confined space – Four gas and oxygen level monitors
Underwater (hydraulic) saw for cutting pipe
1-Street Saw



EXHIBIT B

Organizational Chart

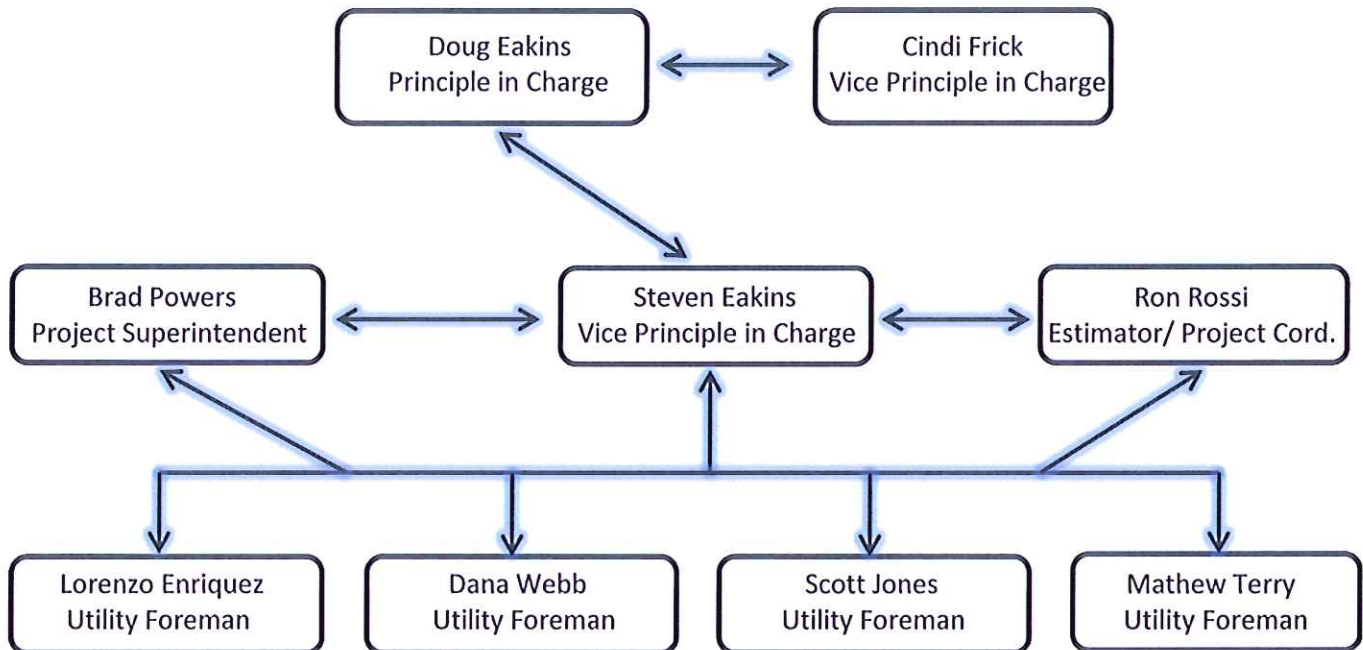




EXHIBIT B

Key Employees

Employee	Position	Years of Employment
Douglas S. Eakins	President	39 Years
Cindi M. Frick	Vice President – License Qualifier	23 Years
Douglas S. Eakins Jr.	Vice President - License Qualifier	15 Years
Brad Powers	Field Operations Manager	22 Years
Ron Rossi	Project Coordinator / Estimator	2 Year
Billy Davis	Shop Manager – Chief Mechanic	17 Years
John Beach	Recycling Yard Foreman	5 Years
Lorenzo Enriquez	Crew Supervisor	22 Years
Matthew Terry	Crew Supervisor	5 Years
William Scott Jones	Crew Supervisor	2 Year
Dana Webb	Crew Supervisor	1 Year

Post Office Box 530185 Lake Park, Florida 33403
Phone: (561) 842-0001 Fax: (561) 842-0009



EXHIBIT B

Resumes

Douglas S. Eakins has been an owner and operator of D. S. Eakins Construction Corporation for 39 years working exclusively in Palm Beach County on utilities and road projects constantly. Doug has worked on projects of all types, sizes and complexities. His responsibilities included, but were not limited to all phases of construction scheduling and managing the execution of all phases of construction.

Projects	Location	Owner	Value	Duration
Merry Place	West Palm Beach, FL	City Of West Palm Beach	3 Million	18 Months
6th Ave. Improvements	Lake Worth, FL	City of Lake Worth	600 Thousand	6 Months
10th Ave Improvements	Lake Worth, FL	City of Lake Worth	1 Million	9 Months
Sanford Ave	Palm Beach, FL	Town of Palm Beach	670 Thousand	6 Months
Palm Beach Lakes & Congress Repairs	West Palm Beach, FL	City Of West Palm Beach	265 Thousand	8 Moths
Worth Avenue Improvements	Palm Beach, FL	Town of Palm Beach	1.5 Million	7 Months
Pendleton Ave	Palm Beach, FL	Town of Palm Beach	950 Thousand	5 Months
PBAU Athletic Fields	West Palm Beach, FL	PBAU	1 Million	1 Year
PBC - Various Repairs	Palm Beach County, FL	Palm Beach County	250 Thousand Annually	2 Months per Year
NPB - Various Repairs	North Palm Beach, FL	Village of North Palm Beach	25 to 75 Thousand Annually	1 Month Per Year
BE&K - Waste to Energy Facility #1	West Palm Beach, FL	Solid Waste Authority	1.3 Million	2 Years
KBR - Waste to Energy Facility #2	West Palm Beach, FL	Solid Waste Authority	1.5 Million	3 Years
CDM - Waste to Energy Facility #2	West Palm Beach, FL	Solid Waste Authority	1.6 Million	3 Years
Seminole Pratt Expansion	Loxahatchee, FL	Palm Beach County	1.5 Million	1 Year
PB- A-42 to A-41 FM Replacement	Palm Beach, FL	Town of Palm Beach	2 Million	5 Months

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EXHIBIT B

Resumes

Brad Powers, a Superintendent for D. S. Eakins Construction Corporation for 22 years, has worked exclusively in Palm Beach County with most of his time spent in West Palm Beach and the Town of Palm Beach. His responsibilities included, but were not limited to, materials handling, implementing construction schedules, liaison with owners and residents to insure timely and safely implementing all phases of construction, weekly safety meetings and daily interaction of all aspects of each project.

Projects	Location	Owner	Value	Duration
6th Ave. Improvements	Lake Worth, FL	City of Lake Worth	600 Thousand	6 Months
10th Ave Improvements	Lake Worth, FL	City of Lake Worth	1 Million	9 Months
Sanford Ave	Palm Beach, FL	Town of Palm Beach	670 Thousand	6 Months
Palm Beach Lakes & Congress Repairs	West Palm Beach, FL	City Of West Palm Beach	265 Thousand	8 Moths
Worth Avenue Improvements	Palm Beach, FL	Town of Palm Beach	1.5 Million	7 Months
Pendleton Ave	Palm Beach, FL	Town of Palm Beach	950 Thousand	5 Months
PBAU Athletic Fields	West Palm Beach, FL	PBAU	1 Million	1 Year
PB- A-42 to A-41 FM Replacement	Palm Beach, FL	Town of Palm Beach	2 Million	5 Months

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Phone: (561) 842-0001 Fax: (561) 842-0009



EXHIBIT B

Resumes

Douglas S. Eakins, Jr. has worked for D. S. Eakins Construction Corporation for 14 plus years, 4 years part time at various positions, 3 years as a pipe crew foreman, and has been a project Superintendent for D. S. Eakins Construction Corporation for 7 years working exclusively in Palm Beach County with most of his time spent at the Solid Waste Authority, City of West Palm Beach, Palm Beach County and various municipalities. Steven has a Bachelor Degree from Clarkson College in engineering and business management and is a State Certified Underground Utility and Excavation Contractor. His responsibilities included, but were not limited to, materials handling, implementing construction schedules, working with owners and residents to insure timely and safely implementing all phases of construction, conducting weekly safety meetings and daily interaction of all aspects of each project.

<u>Projects</u>	<u>Location</u>	<u>Owner</u>	<u>Value</u>	<u>Duration</u>
Merry Place	West Palm Beach, FL	City Of West Palm Beach	3 Million	18 Months
Worth Avenue Improvements	Palm Beach, FL	Town of Palm Beach	1.5 Million	7 Months
Pendleton Ave	Palm Beach, FL	Town of Palm Beach	950 Thousand	5 Months
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CDM - Waste to Energy Facility #2	West Palm Beach, FL	Solid Waste Authority	1.6 Million	3 Years
Seminole Pratt Rd. Expansion	Loxahatchee, FL	Palm Beach County	1.5 Million	1 Year
PB- A-42 to A-41 FM Replacement	Palm Beach, FL	Town of Palm Beach	2 Million	5 Months

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